THE LAW OFFICE OF RAJEH A. SAADEH, L.L.C., Plaintiff(s)-**Appellant,** v. **SYED AHMAD,** Defendant(s)-**Respondent.**	SUPERIOR COURT OF NEW JERSEY APPELLATE DIVISION DOCKET NO. A-**2978-24** CIVIL ACTION On appeal from: SUPERIOR COURT OF NEW JERSEY **LAW DIVISION – SPECIAL CIVIL** **SOMERSET** COUNTY DOCKET NO. **DC-3922-24** Sat below: **Hon. Veronica Allende, J.S.C.** **Hon. Robert A. Ballard, Jr., P.J. Civ.**

BRIEF & APPENDIX ON BEHALF OF PLAINTIFF-APPELLANT, THE LAW OFFICE OF RAJEH A. SAADEH, L.L.C.

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TABLE OF CONTENTS

Page

TABLE OF JUDGMENTS, ORDERS, & RULINGS BEING APPEALED

Location

TABLE OF CITATIONS AND AUTHORITY

Location

PRELIMINARY STATEMENT

In a routine action brought by a law firm to collect attorney fees from a former client, the trial judge:

- refused to grant us summary judgment based on Defendant's bald, evidence-free assertions without foundation;
- dismissed the action at trial because – previously unbeknown to us – she required direct testimony when the Rules of Evidence do not; and
- remained a judge of our case despite initially dismissing it on a basis upon which she did not dismiss other, similarly-situated cases.

All we want is a fair trial and process. Because the trial court refused to provide this and instead tried to launder and distract from the prejudice and bias the trial judge exhibited against us, the trial court's decisions must be reversed, and the matter should be remanded to a different judge with instructions that judges ordinarily do not need: to treat us fairly and decide this matter impartially.

RELEVANT PROCEDURAL HISTORY

This is an appeal of multiple errors by the trial court in a collection action brought by Plaintiff-Appellant, The Law Office of Rajeh A. Saadeh, L.L.C. ("Plaintiff"), against Defendant. (Pa1-2, Pa3-4, Pa5).

On or about July 3, 2024, Plaintiff filed a Complaint against Defendant. (Pa24-31).

In discovery, Defendant repeatedly refused to submit answers to Plaintiff or provided answers that merely objected to the questions. (Pa149-159). Because of this, on our motion (Pa43-44), the trial court compelled Defendant to answer discovery. (Pa46-47).

When Defendant failed to timely answer discovery within the time allotted by the trial court, Plaintiff moved to dismiss Defendant's pleadings for failure to answer discovery. (Pa48-49). Plaintiff also requested an adjournment of trial. (Pa50). The trial court initially denied the adjournment request but converted the trial date to one for mediation. (Pa51). Two days later, the trial court set the motion return date for the day of trial: November 13, 2024. (Pa52). Later that day, the trial court set the motion return date for November 25, 2024, which was after trial. (Pa53-54).

Plaintiff appeared for the trial call on November 13, 2024, with the understanding that it was attending mediation that day. (1T[1]; Pa62-68). When Plaintiff's case was called, Plaintiff told the trial judge that Plaintiff's primary witness, Rajeh A. Saadeh, Esq., was on stand-by, and Plaintiff was prepared to mediate the case as the trial court previously indicated. (1T3:9-12; Pa62-68). Plaintiff's statements were met with hostility by the trial judge, including its

[1] 1T: transcript of hearing of November 13, 2024
2T: transcript of hearing of February 10, 2025
3T: transcript of hearing of April 25, 2025
4T: transcript of hearing of May 12, 2025

expectation that Mr. Saadeh be physically present for mediation and the initial trial call. (1T3:19-4:25; Pa62-68). The trial judge dismissed Plaintiff's case before mediation because Mr. Saadeh was not physically present during the initial trial call, despite allowing several other attorneys that day to attend mediation after the initial trial call without the presence of their clients. (1T5:10-13; Pa62-68).

The trial judge further misstated information about another of Plaintiff's matters and refused to address her mistake when corrected by Plaintiff's counsel. (1T3:19-4:25; Pa62-68). The trial judge's hostility, animosity, and disparate treatment were apparent to the entire courtroom, including Defendant. (1T5:16-18; Pa62-68). Plaintiff's counsel was so distraught from the incident that she was shaking and barely able to speak to Mr. Saadeh about it. (Pa62-68).

Because of this disparate treatment, and because this was not the first time Plaintiff experienced it from the trial judge, Plaintiff moved on December 29, 2024, to disqualify the trial judge. (Pa60-70). The trial judge did not decide said motion; instead, it was heard by the presiding judge. (2T).

On February 10, 2025, after oral argument, the presiding judge denied the motion to disqualify the trial judge. (Pa1-2). In doing so, the presiding judge failed to acknowledge or address the disparate treatment that Plaintiff received on November 13, 2025, wherein other attorneys were allowed to proceed to mediation without their clients present, but Plaintiff was not. (2T25:11-29:11; Pa62-68). The

presiding judge ignored Plaintiff's documentary evidence showing a pattern and practice of the trial judge creating difficulty and problems for Plaintiff and forcing Plaintiff to incur substantive additional work to obtain relief in what have otherwise been simple, routine matters before other judges, including in the county of venue. 2T25:11-29:11; Pa62-68,69-70). Plaintiff appeals from the presiding judge's denial of our motion to disqualify the trial judge.

The presiding judge then sent the matter to the trial court to decide whether she should reinstate this action that she previously dismissed. (2T29:2-3). After a brief hearing, the trial judge granted such request, implicitly acknowledging that her decision to dismiss was unwarranted. (Pa115-116).

After the case was reinstated on February 28, 2025, Plaintiff moved for summary judgment against Defendant on March 10, 2025. (Pa117-194). Said motion was supported by a certification detailing all of the necessary elements to obtain summary judgment (Pa119-126), a full complement of supporting documentation (Pa6-49,115-116,127-188), and a companion certification of services with the requisite time reports in support of Plaintiff's request for contractually-required attorney fees incurred in pursuit of collection. (Pa189-194).

On or about March 10, 2025, Defendant moved multiple times to dismiss the complaint. (Pa195-202; Pa204-211; each with Pa79-112 inclusive). Said motions were denied. (Pa212-213) Defendant then immediately re-filed the motion

documents as an opposition to our summary judgment motion, stating brief, bare accusations without any documentary support or even foundation. (Pa214-219 with Pa91-96 inclusive).

On April 25, 2025, the trial court conducted oral argument on our summary judgment motion. (3T). On the same date, the trial court denied Plaintiff's motion for summary judgment. (Pa3-4). Plaintiff appeals from said decision.

Trial took place on May 12, 2025. (4T). At trial, Plaintiff presented the testimony of Mr. Saadeh, who is the manager and sole member of Plaintiff. (4T12:1-2). Mr. Saadeh testified that the invoices that are the subject of this litigation were produced and maintained in the ordinary course of Plaintiff's business, that the entries reflected in said invoices were entered at or near the time of the actual event/action, and that said entries are also made and kept in the ordinary course of Plaintiff's business. (4T16:11-18:8; 4T27:20-28:6; Pa6-22).

During cross-examination, Defendant only asked Mr. Saadeh limited questions about the records (4T53:8-77:1) and Defendant's own exhibits. (4T61:4-65:1; 4T73:1-75:14; Pa81-86) At the conclusion of Plaintiff's case, Defendant rested without presenting a case. (4T85:4-25) After summations, the trial judge took a brief recess before placing her decision to dismiss the case on the record. (4T98:16-107:24). On the same day, the trial judge entered the order dismissing Plaintiff's Complaint. (Pa5). Plaintiff appeals from said order.

STATEMENT OF RELEVANT FACTS

On or about August 22, 2023, Defendant signed a Retainer Agreement ("Agreement") hiring Plaintiff in connection with a post-judgment child support matter. (Pa24-31). Paragraph C of the Agreement states in relevant part:

> If our professional relationship ends, we will assert a lien on any amounts recovered by you in settlement or adjudication of your case for the amount you owe. This does not foreclose us from exercising any other rights at law or in equity to collect or secure our fee. If we utilize any legal process to collect any amount outstanding, we will be entitled to recover the costs of collection, including for professional time expended by attorneys in and outside of [Plaintiff] and reasonable expenses, including but not limited to court, service, and execution costs.
>
> (Pa24-31).

After the conclusion of Plaintiff's representation, Defendant had a balance owing to Plaintiff for services rendered of $4,589.55. (Pa20). On or about May 31, 2024, Plaintiff sent a Fee Arbitration Pre-Action Notice to Defendant. (Pa22). Defendant did not enter into fee arbitration.

LEGAL ARGUMENT

I. THE TRIAL JUDGE SHOULD HAVE BEEN DISQUALIFIED. (Pa1-2).

Law

"Any party, on motion made to the judge before trial or argument and stating the reasons therefor, may seek that judge's disqualification." R. 1:12-2. "Motions

for disqualification must be made directly to the judge presiding over the case." State v. McCabe, 201 N.J. 34, 45 (2010).

"The judge of any court shall be disqualified" if "there is any . . . reason which might [1] preclude a fair and unbiased hearing and judgment, or . . . [2] reasonably lead counsel or the parties to believe so." R. 1:12-1(g) (emphasis added). Judicial Canon 3.17(b) states that "judges shall disqualify themselves in proceedings in which their impartiality or the appearance of their impartiality might reasonably be questioned." (Emphasis added).

Application

During the trial call on November 13, 2024, the trial judge continuously interrupted Plaintiff's counsel, insisting she knew information about other cases of which her recollection was inaccurate, and refused to revisit her intention to dismiss this action when her mistake was revealed:

> THE COURT: DC-3922-24. Law Office of Rajeh Saadeh v. Syed Ahmad. On behalf of the plaintiff?
>
> MS. DUBELL: Cynthia Dubell for the Law Office of Rajeh Saadeh on behalf of – on behalf of the Law Office of Rajeh Saadeh.
>
> THE COURT: And this is an attorney fee application, correct?
>
> MS. DUBELL: This is. The witness is available on standby post-mediation. We also have a motion to strike the answer pending, which the [c]ourt set for after the mediation. After today's date.
>
> THE COURT: Why isn't the client here ready to go for trial?

MS. DUBELL: Because, Your Honor, we try – over my 25 years of practice, on a default matter, the [c]ourt can enter a default on their own and then proceed on a certification of proof.

THE COURT: I'm aware of that court rule, counsel. But what I'm not aware of is why you come to my courtroom once a month and you know that I require plaintiff's counsel to be here.

MS. DUBELL: This is the first time…

THE COURT: This - - you've already also had another matter that was dismissed and now it's back on another - - another matter and we just had oral argument on it last week. So you know that I require your client to be here for trial. We've had this conversation a number of times. So I - -

MS. DUBELL: Your Honor, this is actually the first time I've actually appeared before on a specific case in which you have directed the parties to do this. This is the first time.

THE COURT: That's not true.

MS. DUBELL: (inaudible) objection. It is the first time - -

THE COURT: That is not true.

MS. DUBELL: - - in this case, Your Honor.

THE COURT: Ms. Thompson (ph) is - - was dismissed because you came without a witness prepared.

MS. DUBELL: No, actually that's not true, Your Honor. The case is still active.

THE COURT: Right, because you had to file a new complaint because the initial complaint was dismissed.

MS. DUBELL: No, it wasn't.

THE COURT: Yes, it was. You - - you can argue with me all you want, but I can go to the docket right now and I can tell you that the case was dismissed.

MS. DUBELL: Your - - Your Honor entered one count to - - Your Honor entered two of the reliefs of the six reliefs she requested. One of her reliefs was to dismiss the case. Your Honor did not grant that.

THE COURT: No. Okay. I'm talking about the previously filed complaint, counsel.

MS. DUBELL: That's a completely different matter.

THE COURT: Okay. Your client is not here. You've been aware that the clients are required to be here at the call. So I'm going to dismiss your case without prejudice. You're not trial ready.

MS. DUBELL: All right. I believe that Mr. Saadeh - -

THE COURT: All right. We have Mr. Ahmed (ph) - - Ahmad here?

MR. AHMAD: Yes.

THE COURT: The case is going to be dismissed, sir. Okay? You're free to leave.

MR. AHMAD: Thank you, Your Honor.

THE COURT: Thank you.

MS. DUBELL: We'll be refiling. Thank you, Your Honor.

1T3:1-5:24.

The trial judge did not accurately reflect what transpired in Thompson, another of Plaintiff's collection matters before the same judge of which she remembered the former client's name but misremembered what happened in it, to

manufacture a basis to prejudice Plaintiff in this matter. (Pa62-68 at paragraphs 30-32). Further, because the hearing was set for mediation with the return date on our motion to dismiss scheduled after that date, Plaintiff's belief that the case could proceed to mediation, with Mr. Saadeh on standby for trial after mediation, was reasonable and consistent with the custom and practice before the trial judge, including on matters of which Plaintiff is not involved as evidenced by the trial judge's allowance of said practice for every other attorney that day. (Pa62-68). Plaintiff's counsel was so distraught by this interaction with the trial judge that she "was shaking and barely able to hold [herself] together." (Pa62-68). The trial judge embarrassed Plaintiff's counsel in front of a full courtroom, including Defendant. (Pa62-68). The trial judge's mistreatment of Plaintiff's counsel was not only wrong, but reveals impropriety and bias – or at least the appearance thereof – against Plaintiff and its counsel.

As further stated during brief testimony in the recusal hearing, Plaintiff's counsel stated the following:

> MS. DUBELL: The only additional point I'd like to add is that in the case that Judge Allende specifically cite[d], the RAS v. Thompson matter, the Judge was incorrect on her recollection of the hearing we had had immediately prior as well as when the case first got dismissed.
>
> And I felt that Judge Allende, when I - - when I said that it was not true what she was saying, her refusal to acknowledge that what she had said may have been wrong was, I think was one of the most challenging moments I've had in my 25 years as an attorney. Because how can you argue a case before the Court when the Judge is stating things that aren't true [?]

> And - - and that really got to me. I'm an attorney who practices with ethics, who practices with professionalism. I'm candid with the Court. And I - - it shook me when a Judge lied to me in court. And - - and in front of everybody. And it made me look bad.
>
> (2T15:9-16:1).

The trial judge was determined to dismiss this case and did so with prejudice and bias against Plaintiff and its counsel for reasons that it did not apply to other cases with similarly-situated plaintiffs, particularly those who were not present for the initial trial call and but were sent to mediation anyway. This case was the only one the judge dismissed because the plaintiff was not present for the trial call; every other case that day in which the plaintiff was not present for the initial trial call was not dismissed. Neither the trial judge nor presiding judge have provided any explanation for this objectively disparate treatment. Even worse, despite raising this discriminatory treatment to the presiding judge, he refused to address it and instead enabled the trial judge to correct the substance of her plain, unforgiveable error to reinstate the case so that she could later dismiss it on the merits, which is exactly what she did.

If this were a sporting event, like a football game or figure skating competition, where a referee or scoring judge had an objective, demonstrated bias in favor of or against a competitor or team, that person would be precluded from participating in competitions involving that competitor or team. On occasions where

the bias or corruption is not identified in advance and manifests later, like when Roy Jones Jr. was robbed of an Olympic gold medal in boxing in favor of his South Korean competitor in South Korea by three judges despite undisputedly dominating the gold medal match, it brought shame to and took away credibility and prestige from the competition and institution.

In this case, despite the objective hostility the trial judge exhibited against Plaintiff and its counsel that resulted in the judge dismissing the case, the presiding judge essentially allowed the trial judge to reinstate the case and instructed us to apprise him if issues related to this materialize in the future, giving her a second chance so she could dismiss the case later ostensibly on the merits.[2] That is not what was asked for, and it did not fix the real mistake that cannot be remedied with a do-over: the judge's bias against us.

The trial judge's reinstatement of the case corrected her erroneous dismissal of the case, but it did not correct her demonstrated bias against Plaintiff and its attorney. The remedy for the judge's prejudice against Plaintiff and its lawyer is disqualification. For whatever reason, the trial court refused to grant such relief, a

[2] The trial judge previously refused to grant Plaintiff adjournments for religious accommodations, then later denied ever doing so. On February 25, 2025, we filed a letter with the trial court, copying the presiding judge, regarding a request for religious accommodation due to Ramadan and the trial court's failure to grant a similar accommodation in the Thompson case. (Pa224-229) To date, neither the trial court nor the presiding judge have addressed this religious bias issue with us.

mistake that requires correction in the interest of justice and to maintain the credibility and legitimacy of our legal system and the judiciary.

The trial judge's prejudice against us is further demonstrated by the actions she took later in the case, including denying relief on Plaintiff's application for summary judgment (Pa3-4) and dismissing the case at trial. (Pa5). "The trial court's animosity toward Plaintiff and its attorneys . . . has become increasingly hostile." (Pa62-68). This conduct has gotten out of control to the point that Plaintiff started keeping records to reflect that the trial judge's impartiality against us has demonstrable impacts on the process and outcome of cases. (Pa62-68, 70).

All of this was presented to the presiding judge on February 10, 2025. (2T). In his findings to deny our motion to disqualify the trial judge, the presiding judge made it a point to compliment his colleague while ignoring the facts and or arguments. For example, the presiding judge claimed the trial judge "is an outstanding judge[; s]he's a great judge" (2T26:4-5) and that he "could not be more ecstatic with the decision of [Chief] Justice Rabner to transfer her here to Somerset County." (2T26:8-10) He repeated: "[s]he's an outstanding judge." (2T26:10). The presiding judge can think and speak as highly as he wants regarding the trial judge, and we take no issue with his comments. But our motion was not to malign the trial judge's character or competence, nor does it have anything to do with the presiding

judge's affinity for the trial judge. What matters are what the trial court did and whether it requires disqualification, both of which the presiding judge overlooked.

Skirting over the facts and ignoring the arguments raised by Plaintiff, the presiding judge deflected to the claim that "the appellate process works . . . that's the right that any party has if they're not happy with a decision of the trial judge is to file an appeal." (2T26:16-19). Similar to his comments to protect the trial judge from scrutiny for the prejudice she has shown to Plaintiff, this is another red herring as to whether the trial judge should be disqualified. Whether the appellate process works has no bearing on whether the trial judge should be disqualified. Under the facts and law, even if we prevailed at trial before this judge or lost at trial before a different judge, irrespective of whether the matter was appealed, the trial judge here has no business presiding over this case at minimum and should have been disqualified.

The presiding judge's decision to decline to disqualify his colleague was predicated on red herrings instead of the facts and our argument because the facts and our arguments require the trial judge's disqualification. The presiding judge was made fully aware that the trial judge allowed at least three other attorneys to attend mediation after the initial trial call that day without their clients present. The presiding judge was also fully aware that the trial judge did not allow Plaintiff to attend mediation after the initial trial call that day without Mr. Saadeh's presence.

Nowhere in the presiding judge's decision does he even attempt to explain why the trial court did such a thing. If there was such an explanation, the presiding judge would have provided it. Because there is no such explanation, the trial judge should have been disqualified for treating us worse than similarly-situated litigants who have appeared before her.

From his decision, the presiding judge made it seem as if he needs the trial judge because she cleared up a clogged docket and will be the primary judge over Special Civil Part cases. Those are two more red herrings. Our motion to disqualify the trial judge is not subject to administrative and case management preferences of the judiciary, but whether there is actual or an appearance of impropriety. No matter the presiding judge's case management goals or the trial judge's success in clearing up a backlogged docket, the trial judge's disparate treatment of Plaintiff requires her disqualification from this case at minimum. For these reasons, the presiding judge's refusal to disqualify the trial judge was mistaken, and said decision must be reversed and the matter remanded for a new trial before a different judge with instructions to manage this matter with impartiality and without bias.

II. SUMMARY JUDGMENT SHOULD HAVE BEEN GRANTED TO PLAINTIFF. (Pa3-4).

Law

A motion for summary judgment must be granted "if the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact challenged and that the moving party is entitled to a judgment or order as a matter of law." R. 4:46-2(c). The court must "consider whether the competent evidential materials presented, when viewed in the light most favorable to the non-moving party, are sufficient to permit a rational factfinder to resolve the alleged disputed issue in favor of the non-moving party." Brill v. Guardian Life Ins. Co. of Am., 142 N.J. 520, 540 (1995). On a summary judgment motion, "[t]he court's function is not 'to weigh the evidence and determine the truth of the matter but to determine whether there is a genuine issue for trial.'" Rios v. Meda Pharm., Inc., 247 N.J. 1, 13 (2021) (quoting Brill, 142 N.J. at 540). Appellate courts review the trial court's denial of a motion for summary judgment de novo, applying the same standard used by the trial court. Samolyk v. Berthe, 251 N.J. 73, 78 (2022); Steward v. N.J. Tpk. Auth./Garden State Parkway, 249 N.J. 642, 655 (2022); Branch v. Cream-O-Land Dairy, 244 N.J. 567, 582 (2021).

However, "[a] non-moving party cannot defeat a motion for summary judgment merely by pointing to any fact in dispute." Brill, 142 N.J. at 529 (emphasis in original).

> [I]f the opposing party [in a summary judgment motion] offers…only facts which are immaterial or of an insubstantial nature, a mere scintilla, "Fanciful, frivolous, gauzy or merely suspicious," he will not be heard to complain if the court grants summary judgment, taking as true the statement of uncontradicted facts in the papers relied upon by the moving party, such papers themselves not otherwise showing the existence of an issue of material fact.
>
> [Ibid. (quoting Judson v. Peoples Bank & Trust Co., 17 N.J. 67, 75 (1954)).]

The court must determine "whether the evidence presents a sufficient disagreement to require submission to a jury or whether it is so one-sided that one party must prevail as a matter of law." Brill, 142 N.J. at 533 (quoting Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 251-52 (1986)). "If there exists a single, unavoidable resolution of the alleged disputed issues of fact, that issue should be considered insufficient to constitute a 'genuine' issue of material fact." Brill, 142 N.J. at 540. "Bald assertions are not capable of… defeating summary judgment." Ridge at Black Brook, LLC v. Klenert, 437 N.J. Super. 90, 98-99 (App. Div. 2014) (citing Puder v. Buechel, 183 N.J. 428, 440-41 (2005); Cortez v. Gindhart, 435 N.J. Super. 589, 606 (App. Div. 2014); Brae Asset Fund, L.P. v. Newman, 327 N.J. Super. 129, 134 (App. Div. 1999)).

The substantive law identifies the facts that are material. "Only disputes over facts that might affect the outcome of the suit under the governing law will properly

preclude the entry of summary judgment." Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986).

"Bare conclusions in the pleadings, without factual support in rendered affidavits, will not defeat a meritorious application for summary judgment." U.S. Pipe & Foundry Co. v. American Arbitration Ass'n, 67 N.J. Super. 384, 399-400 (App. Div. 1961). "Competent opposition requires 'competent evidential material' beyond the mere 'speculation' and 'fanciful arguments.'" Hoffmann v. Asseenontov.com, Inc., 404 N.J. Super. 415, 426 (App. Div. 2009) (quoting Merchs. Express Money Order Co. v. Sun Nat'l Bank, 374 N.J. Super. 556, 563 (App. Div. 2005)).

Competent evidence is evidence that is trustworthy, reliable and probative of the fact or facts at issue and admissible in court in accordance with the Rules of Evidence. See Calabro v. Campbell Soup Co., 244 N.J. Super. 149, 169 (App. Div. 1990).

Application

On March 10, 2025, Plaintiff moved for summary judgment. (Pa117-194). In support of said motion, Plaintiff submitted two certifications (Pa119-126; Pa189-194). The first outlined all of the elements of proof required to find in Plaintiff's favor; specifically, the certification of proof outlined the procedural history of the case and then turned to the merits, mainly providing documentation and exhibits in

support of the fact that Defendant owed Plaintiff for unpaid legal fees related to representation for his post-judgment family matter. (Pa119-126). This certification and related exhibits showed the retainer agreement that Defendant signed, hiring Plaintiff. (Pa119-126; Pa6-14). It showed the monthly invoices that Plaintiff sent to Defendant regarding those fees. (Pa119-126; Pa15-20). It detailed how those records are kept in the ordinary and usual course of Plaintiff's business. (Pa119-126). It further explained in what manner such invoices and records were sent to Defendant and indicated that Defendant failed to pay. (Pa119-126). Further, the certification provided a copy of the Fee Arbitration letter sent from Plaintiff to Defendant (Pa119-126; Pa22) and the calculations showing the additional expenses that Defendant was obligated to pay to Plaintiff, including the costs of collection. (Pa119-126). The evidence submitted in support of Plaintiff's summary judgment motion was thorough, complete, and conclusive with ample documentary support.

The second certification submitted by Plaintiff with its summary judgment motion was a certification of services setting forth the attorney and paraprofessional fees incurred in pursuit of collection as allowed by the Agreement. (Pa189-194). This certification provided further billing records showing the amount of time spent by both attorneys and paralegals in seeking collection. (Pa192-194). Like the certification of proof, the certification of services and supporting documentation were thorough and complete.

Defendant opposed our summary judgment motion (Pa214-223), after first submitting to Motions to Dismiss (Pa195-202; Pa204-211) which were denied by the Court in short order on procedural grounds (Pa212-213). Defendant's third attempt to oppose Plaintiff's Motion for Summary Judgment made bald, foundation-free, and irrelevant statements and accusations against Plaintiff without evidential support. For example, Defendant stated "granting the Motion for Summary Judgment would be extremely prejudicial to [Defendant]." (Pa214). He asserted that "any relief Plaintiff demands is unfair, incorrect, egregious, unwarranted, unjustifiable, lacks foundation, without reason, without merit, and unsupported." (Pa214) He claimed that "Plaintiff has not shown [or] proven that there is no genuine issue of material fact that exist" (Pa215), and that "Plaintiffs have not met its burden of proof in [the motion]." (Pa215). Defendant claimed repeatedly that "Plaintiffs have not provided any facts, affidavits, depositions, sworn statements from witnesses, or any legal authority" (Pa215-216), yet provided no further explanations or support for those claims. Defendant claimed repeatedly that Plaintiff's "alleged invoice[s] [are] flawed, erroneous, inflated, egregious, inaccurate, unsupported, [or] unjustifiable" (Pa215), but again provided zero evidence or specific examples of such conduct. Defendant claimed that he has "contested entries on Plaintiff's alleged invoice[s]" (Pa215), but provided zero proof yet again and pointed to no concrete examples of such conduct or the basis for his disputes.

Defendant's citation to law and arguments are no substitute for facts and evidence. He provided no concrete examples to support any of his claims. For example, he stated in opposition that: "Plaintiffs have not shown any evidentiary materials, have not presented any affidavits, depositions, sworn statements of witnesses, or sworn testimony of any witnesses that would negate Defendants' alleged dispute of Plaintiffs alleged invoice." (Pa217) In addition to being untrue as evidenced by our certification of proof, and setting aside that one cannot prove a negative (we cannot disprove Defendant's bald disputes), what Defendant has not done is point to a single fact or piece of evidence that supports his claim that the invoice is not a legitimate business record, produced in the ordinary and usual course of business, that shows the time entries written by his lawyer, and supports the claim that Defendant did not paid for those services rendered to him. Defendant's statements in his opposition are the very definition of bald assertions and conclusions that as such are insufficient to defeat summary judgment. See Ridge at Black Brook, LLC, 437 N.J. Super. at 98-99; U.S. Pipe & Foundry Co., 67 N.J. Super. at 399-400.

Defendant's opposition contained no genuine dispute to any material facts in our summary judgment motion. Accordingly, based on the law, the trial judge should have granted Plaintiff summary judgment on the papers. Instead, the trial court heard oral argument on April 25, 2025. (3T)

In her decision and findings on the record that day, the trial judge reviewed both Plaintiff's Complaint (3T3:16-4:16) and Defendant's Answer and Counterclaim (3T4:17-5:14). The trial court went into detail regarding the contents of Defendant's Answer and Counterclaim, repeating Defendant's general and evidence-free language, such as that "the dollar amounts claimed by plaintiff is incorrect and that the amounts – the claim or the amounts are unfair" (3T4:18-20); that the "total amount requested by plaintiff after attorney fees and costs of $12,671.65 was unfair and incorrect" (3T4:21-23); and the following things regarding plaintiff's invoices such as "contains entries for services that cannot be articulated with reasons[,] that they include baseless fees and it's invoices as part of their retainer agreement[,] that the entries of fees is not justified or the request for fees is not protected[,] that plaintiff illegitimately and unjustifiably created entries of fees in its invoice[,] and it includes invoice entries for services that are unrelated to actual legal work." (3T5:4-14). The trial court did all this despite failing to indicate that Defendant withdrew his counterclaim. (Pa45).

In denying Plaintiff summary judgment, the trial court improperly treated Defendant's bare allegations as if they were evidentiary. For example, the trial court stated:

> Here, it is undisputed that plaintiff and defendant entered into a contract, that being the retainer agreement, to represent defendant in that post-judgment matrimonial matter. However, a reasonable jury or fact finder could conclude that there is a genuine issue of material fact

> related to whether plaintiff breached the terms of the agreement with – with the manner in which it was – it billed [the defendant] in this matter.
>
> For example, plaintiff argues that it fulfilled its obligations under the contract by providing legal services to the defendant. Specifically, they rely on their retainer agreement, invoices and requests for admissions in support of their argument.
>
> However, defendant argues in opposition that any reliefs the [plaintiff] demands is unfair, incorrect, egregious, unwarranted, unjustified, lacks foundation, without reason, without merit and unsupported. Specifically, defendant argues that plaintiff's invoices are fraudulently created and specifically refers to the invoices for legal research as an example. Additionally, defendant argues that the invoice entries do not explicitly show the work performed by each employee.
>
> (3T8:6-9:4).

The trial court then discusses multiple and irrelevant issues that Defendant raised regarding his invoices after his case was closed, such as that "he went to plaintiff's office multiple times, tried to speak with plaintiff over the phone regarding the disputed invoices, but that they never made themselves available." (3T10:16-19). However, and despite having ample opportunity to do so, Defendant never presented to the trial court in his opposition, his answer, discovery, or during oral argument on this motion, the actual disputes he had regarding the invoices. He told the trial judge that he had disputes but never articulated any specific dispute or showed any proof that the invoices themselves were wrong. He used bald accusations about the invoices, but those allegations were not supported by testimonial or actual documentary evidence. That is not sufficient to defeat summary

judgment. Therefore, the trial court's reliance on Defendant's hollow, generic statements, without actual evidence to support them, was in error. The trial judge made the precise mistake the law governing summary judgment motions was crafted to present. Defendant's bald assertions, without evidential support, cannot defeat Plaintiff's summary judgment motion, and the trial court's deference to Defendant's mere disagreement over the undisputed facts supported by actual evidence was mistaken.

The trial court also made incorrect findings on the merits of summary judgment and whether there are any disputes of material facts sufficient to overcome it:

> [T]he [c]ourt finds that a dispute in fact exists as to, one, whether plaintiff breached the retainer agreement by failing to notify defendant on the status of who was working on his case. Two, whether defendant received a fee arbitration letter. Three, whether plaintiff's invoices were fraudulently created.
>
> (3T13:2-7).

None of these factors address Plaintiff's claims. Plaintiff's first claim against Defendant is as to breach of contract related to a book account. Books of accounts properly admitted into evidence are legitimate prima facie evidence to show the delivery of the items in question are in the usual course of business. Johnson v. Hoffman, 7 N.J. 123, 129 (1951). The elements required are that (1) the parties entered into a contract containing certain terms (here, the Agreement), (2) the

plaintiff did what the contract required the plaintiff to do (here, Plaintiff provided Defendant with legal services), (3) the defendant did not do what the contract required the defendant to do (here, Defendant did not pay for the legal services rendered), and (4) the defendant's breach, or failure to do what the contract required, caused a loss to plaintiff (here, Plaintiff's loss is the attorney and staff time expended that could have been used for other matters but were instead dedicated to Defendant's post-judgment family matter). New Jersey Model Civil Jury Charges, 4.10A.

The trial judge's first claimed dispute was that there was a question as to whether Plaintiff breached the retainer agreement by failing to notify Defendant on the status of who was working on his case. Even if that were true, it is irrelevant to the ultimate issue: did Plaintiff provide Defendant with legal services? If the answer to that question is yes, then Plaintiff did what the contract required Plaintiff to do. Defendant does not dispute that he was provided with legal services – rather, he is making bald accusations about Plaintiff's invoices, without any evidential support. Since Plaintiff's business records are prima facie evidence of the services Plaintiff provided to Defendant, then Defendant must provide specific examples based on competent evidence as to how Plaintiff breached, and he failed to do so. By parroting Defendant's bald statements about Plaintiff, the trial court improperly shifted the burden to Plaintiff to disprove Defendant's hollow claims instead of leaving the

burden with Defendant to provide evidence to contest the invoices, which is evidence, reflecting services rendered and the time it took to perform them, which is also evidence. Because Defendant failed to provide any such evidence, Defendant's opposition should not have defeated our summary judgment motion. This error of law must be corrected.

Similarly, the trial judge another mistake regarding the Fee Arbitration letter. Plaintiff showed that a Fee Arbitration letter was sent to Defendant's last known address, and that is all that Plaintiff was required to show. It is irrelevant as to whether Defendant actually received the letter, and the trial judge's distraction about this goes beyond the analysis required by law. The trial court believed Plaintiff had to prove Defendant actually received the Fee Arbitration letter, and that belief underpinned the trial judge's mistaken denial of summary judgment to Plaintiff.

Likewise as to the trial court's third claimed disputed material fact – whether Plaintiff's invoices were fraudulently created – Plaintiff presented prima facie evidence: its business records, created in the ordinary and usual course of business, with a sworn certification supporting such records sufficient to hold them to such standard. (Pa 6-49, 115-188) The burden then shifted to Defendant to refute such records, including by demonstrating fraud. Such burden required Defendant to provide evidence that fraud was committed. Defendant failed to do so. As stated repeatedly above, mere allegations of fraud, without evidence, are insufficient to

overcome summary judgment. If the trial court expected us to disprove fraud, that inappropriately shifted the burden to us to defend against Defendant's claimed defense and prove a negative, which is impossible when we have been provided with nothing from Defendant that any such fraud was committed. The trial court did not abide by these principles and inappropriately denied summary judgment, a result requiring reversal.

In furtherance of the trial judge's efforts to find in favor of Defendant, the trial judge spent an inordinate amount of time on the issue of Plaintiff mitigating damages, which is neither relevant nor an element of our claims, particularly on liability. (3T11:16-12:18). The judge later used the mitigation of damages red herring as a specific basis upon which to deny summary judgment (3T13:7-9). Mitigation of damages can be a defense to a breach of contract claim generally, but it is irrelevant to this matter because we cannot make up for services rendered to but not paid for by Defendant by rendering services to and collecting payment from another client. The trial judge may believe that mitigation involves Plaintiff reaching a settlement with Defendant for less than the amount owing, which is an incorrect understanding of such defense (See e.g., Civil Jury Model Instruction 2.34 for Mitigation of Damages as to Future Earnings in Employment Discrimination and Retaliation claims.) In any event, mitigation of damages does not apply to this case and was not a valid reason upon which to deny Plaintiff summary judgment.

For these reasons, the trial judge's denial of summary judgment must be reversed, and the motion should be remanded to a new judge to decide impartially and based on governing law.

III. UNDISPUTED BUSINESS RECORDS WERE SUFFICIENT TO GRANT PLAINTIFF RELIEF. (Pa5).

Law

On mixed questions of law and fact, the appellate court gives deference to the supported factual findings of the trial court, but reviews de novo the trial court's application of legal rules to the factual findings. State v. Pierre, 223 N.J. 560, 576 (2015). An appellate court "will not substitute [its] judgment unless the evidentiary ruling is so wide of the mark that it constitutes a clear error in judgment." State v. Garcia, 245 N.J. 412, 430 (2021) (internal quotations omitted).

Evidence Rule 803(c)(5) provides that business records are not excluded by the rule against hearsay, regardless of whether the declarant is available as a witness. This rule pertinently states: "[a] statement contained in a writing or other record of acts, events, [and] conditions . . . made at or near the time of observation by a person with actual knowledge or from information supplied by such a person, [is admissible and is not hearsay] if the writing or other record was made in the regular course of business and it was the regular practice of that business to make such writing or other record."

Application

Compounding the trial judge's mistaken denial of Plaintiff's summary judgment motion, the trial court erred during trial as well, resulting in a dismissal of Plaintiff's Complaint, a result that must be reversed.

At trial, Plaintiff called Mr. Saadeh, the sole member of Plaintiff, a law firm. (4T12:1-2). Mr. Saadeh testified as to his role as a supervisor over Plaintiff, including Rachel L. Baxter, Esq., the attorney formerly employed with Plaintiff who primarily handled Defendant's post-judgment family matter. (4T12:10-22, 13:4-14:1) Mr. Saadeh testified about how the firm's invoices are generated, reviewed, and sent to clients. (4T14:2-15:14, 16:3-10). Mr. Saadeh further testified that invoices were sent to Defendant and identified those specific invoices. (4T16:11-18:5). Further, Mr. Saadeh testified that these invoices were kept in the ordinary course of Plaintiff's business (4T18:6-8), and that these types of records are kept for most of Plaintiff's matters. (4T18:9-22). The invoices for Defendant's matter were introduced as Plaintiff's Exhibit 2 and were admitted into evidence without objection. (4T16:15-17:17, 4T19:20-25; Pa15-20).

Mr. Saadeh's testified about the Agreement Defendant signed to retain Plaintiff (4T20:12-24:4; Pa6-14), which was later admitted into evidence over Defendant's limited objection. (4T24:10-25:11) Mr. Saadeh then testified about the

work done by Ms. Baxter on Defendant's case, generally how the firm operates, and how he set the hourly rates for Plaintiff's attorneys and paralegals. (4T25:13-27:18).

Mr. Saadeh next testified to the process by which collection matters are initiated and Plaintiff's expectations for payment, as outlined in the Agreement. (4T27:20-28:22; Pa6-14) He then testified as to the provisions in the Agreement requiring Defendant to pay for the costs of collection, including attorney fees. (**4**T28:19-29:10). Mr. Saadeh further discussed the language in the Agreement regarding Defendant's retainer fee as well as how this is reflected on invoices (or lack thereof in this case). (4T29:12-30:21; Pa6-14). Mr. Saadeh then verified that Defendant and Plaintiff signed the Agreement (4T30:25-32:7; Pa6-14).

In yet another distraction from the case and Plaintiff's claims, the trial court got caught up with the fact that Mr. Saadeh did not have any personal knowledge about Ms. Baxter's time entries. (4T38:1-43:1). However, what matters in a collection case like this one is the invoices because they are records made and kept in the ordinary course of Plaintiff's business, and such records once authenticated and admitted into evidence do not require support via testimony as to personal knowledge regarding their contents. By imposing an obligation upon Plaintiff to provide direct testimony on personal knowledge regarding the contents of such records, the trial judge substituted its arbitrary preference over what the Rules of Evidence require, which is error. No law has been provided by Defendant or the trial

judge that would require the testimony of the person who performed the legal services reflected in the invoices in order for the contents of the invoices to be evidence of the services Plaintiff rendered to Defendant. If the trial judge's arbitrary view was the law, then business records that are ordinarily admitted unto themselves as evidence, without further testimony from the party producing them, would not be sufficient to grant relief.

Examples of such business records include medical bills and credit card statements. The physicians or medical professionals who provide the healthcare reflected by invoices do not need to testify as to the provided healthcare already reflected by the medical bills. If the patient disputes that the healthcare billed to the patient was actually provided to the patient, then the patient can testify as to that if and to the extent it is within the patient's personal knowledge. But without such testimony based on personal knowledge, the medical bills are evidence of what healthcare was provided and billed to the patient, and that evidence is sufficient to grant the healthcare provider relief.

As for credit card bills, the card company, customer, or various vendors who were paid by a credit card do not need to testify as to the various charges reflected on credit card bills. If a customer disputes that they used the credit card as reflected on the credit card bills, then the customer can testify as to that to the extent it is within the customer's personal knowledge. But without such testimony based on

personal knowledge, the credit card bills are evidence of what products and services for which the customer paid using the credit card, and that evidence is sufficient to grant the credit card company relief.

In this case, Plaintiff did not need to testify as to the services Plaintiff provided the Defendant as reflected in the invoices. If the Defendant disputes that he was provided with the services reflected in the invoices, then to the extent the Defendant has personal knowledge of the services rendered, he can testify as to that. Or, Defendant can call as witnesses the attorneys and legal professionals who performed the services reflected on the invoices to probe whether and to what extent such services were provided. But without such testimony on personal knowledge, the invoices are evidence unto themselves of what services were provided to the Defendant, and that evidence is sufficient to grant Plaintiff relief.

The trial court's view was that such evidence was not sufficient to grant Plaintiff relief. That view is not the law, which indicates that the invoices Plaintiff produces and keeps in the ordinary course of business are evidence unto themselves of what services were provided to Defendant. Thus, Plaintiff met its burden to obtain the relief sought. The trial judge mistakenly ruled otherwise and dismissed the Complaint. Said decision must be reversed, and the matter should be remanded to a judge who has not already repeatedly revealed its inclination to dismiss this case instead of decide it fairly, impartially, and on the merits under applicable law.

As an important note, in this trial, Defendant mindfully chose to not testify. (4T85:4-25). Like his opposition to Plaintiff's summary judgment motion, Defendant consciously chose to not to present any evidence at trial. Defendant only made bare assertions and characterizations at trial without any testimony or evidence.

While cross-examining Mr. Saadeh, Defendant only produced two exhibits. The first exhibit was a five page email exchange wherein his attorney recommended that he move for reconsideration (4T73:1-75:14; Pa81-84), which was not considered by the trial judge in her findings. The second exhibit was of an email exchange between himself and Plaintiff containing settlement negotiations during the collections case (4T61:4-65-1; Pa85-86), which would only be relevant to the trial judge's incorrect understanding of mitigation of damages, an issue the trial judge did not reach because she erroneously dismissed Plaintiff's case.

The trial court has been consistent in her mistakes. She made the same ones at trial that she made in connection with Plaintiff's summary judgment motion. Those mistakes must be reversed, and the matter must be remanded to another judge to decide under the law and without bias.

CONCLUSION

We reiterate here what we've said from the outset: that Plaintiff deserves to have a fair application of the laws in this case, without the appearance of impropriety

or bias, implicit or otherwise. This is truly a routine action by a law firm to collect attorney fees from a former client, that has gone off the rails by the actions of one trial judge, supported strongly by the presiding judge. In summary, the trial judge:

- refused to grant us summary judgment based on Defendant's bald, evidence-free assertions without foundation;
- dismissed the action at trial because – previously unbeknown to us – she required direct testimony when the Rules of Evidence do not; and
- remained a judge of our case despite initially dismissing it on a basis upon which she did not dismiss other, similarly-situated cases.

For these reasons, the trial court's decisions must be reversed, and the matter should be remanded to a different judge with instructions that judges ordinarily do not need: to treat us fairly and decide this matter impartially.

Respectfully Submitted,
THE LAW OFFICE OF RAJEH A. SAADEH, L.L.C.
Attorneys for **Plaintiff-Appellant**

Cynthia L. Dubell

THE LAW OFFICE OF RAJEH A. SAADEH L.L.C Plaintiff(s)-Appellant v. SYED AHMAD Defendant(s)-Respondent	SUPERIOR COURT OF NEW JERSEY APPELLATE DIVISION DOCKET NO. A-2978-24 CIVIL ACTION On Appeal from SUPERIOR COURT OF NEW JERSEY LAW DIVISION – SPECIAL CIVIL SOMERSET COUNTY DOCKET NO. DC-3922-24 Sat below: Hon. Veronica Allende, J.S.C. Hon. Robert A. Ballard, Jr., J.S.C

BRIEF AND APPENDIX
FOR
DEFENDANT(S)-RESPONDENT SYED AHMAD

SYED AHMAD
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Date submitted: October 20, 2025

TABLE OF CONTENTS

TABLE OF APPENDIX

Page

TABLE OF AUTHORITIES

Brief Page Number

New Jersey Cases

New Jersey Rules of Court

New Jersey Rules of Evidence

PRELIMINARY STATEMENT

Plaintiff in bad-faith initially filed a frivolous claim for an alleged invoice against Defendant. The alleged invoice that Plaintiff created was flawed, erroneous, inflated, egregious, incorrect, unsupported, unjustifiable, misrepresented, fraudulent, and created in bad-faith. Plaintiff did not have any personal knowledge of any of the entries on the alleged invoice, and could not decipher the meaning of any of the entries on the alleged invoice, and never explained to Defendant or to Trial Court how the alleged invoice was even created, and more importantly could not identify with reasonable certainty the specific tasks or work performed by any of its employees or staff on the alleged invoice. Furthermore, Plaintiff never identified with reasonable certainty the mannerisms, approach, and methods it applied to create the alleged invoice. Plaintiff never presented any affidavit or sworn statements from any of its employees or staff to attest to the veracity of any of the entries on the alleged invoice. Also, Plaintiffs never presented any witnesses having personal knowledge, and Plaintiffs never presented any witnesses having personal knowledge to testify at Trial, regarding any of the entries on the alleged invoice. Moreover, Plaintiffs never presented any documents or files, such as client case-file of Defendant, that would support or be in relation to any of the entries on the alleged invoice.

Initial hearing and Trial date was held on November 13, 2024. However, due to failure of Plaintiff to appear in court, the case was dismissed without prejudice. Plaintiff, then refiled its case in December of 2024 and filed Motion to Disqualify Judge Allende. On February 10, 2025, there was a Court hearing on Plaintiffs motion to disqualify Judge. In this hearing, Plaintiffs made false allegations against the Trial Judge and lied on the record against Trial Judge. Plaintiffs account was unsupported by law and facts. Judge Ballard rightfully denied Plaintiffs motion to disqualify Judge.

On February 28, 2025, Court hearing was held to reinstate Plaintiffs claim in front of presiding Judge Allende, and the Plaintiffs claim was reinstated. In that same hearing Judge Allende issued orders that any party filing a motion must file by March 10, 2025, and the opposing motions must be filed within two (2) days.

On March 10, 2025, Plaintiff in bad-faith filed a motion for Summary Judgment. Usually a Summary Judgment motion can be opposed by the non-moving party within 10 days. Plaintiff never presented any evidence or proof that would support such motion and did not meet its burden in showing support that would justify a Summary Judgment motion. On April 25, 2025, Trial Judge rightfully, and consistent with legal authority and law, denied Plaintiffs motion for Summary Judgment. The Trial date was set for May 12, 2025, for this case.

On May 12, 2025, Trial Judge, after reviewing all facts, evidence, and testimony, rightfully and consistent with legal authority and law Dismissed Plaintiff claim with Prejudice.

Defendant requests this Court to Dismiss Plaintiffs appeal entirely. Defendant requests this Court to Dismiss Plaintiffs appeal on all court rulings appealed by Plaintiff and on all issues raised by Plaintiff. Defendant requests this Court to Affirm Trial Court's decision on all three orders,

1) Order to Deny Plaintiffs Motion to Recuse Judge, entered on February 10, 2025,

2) Order to Deny Plaintiffs Motion for Summary Judgment, entered on April 25, 2025,

3) Order to Dismiss Plaintiff case with Prejudice, entered on May 12, 2025.

All orders entered by Trial Court are correct, rightfully entered, and are consistent and supported by law.

Additionally, Defendant respectfully request this Court to discipline, revoke license to practice law, and disbar Raajeh Saadeh, Cynthia Dubell, and the entire Law Office of Raajeh

Saadeh from practicing law for violating attorneys' ethics, for knowingly and consciously filing frivolous claims, and for making false allegations against a Judge, and for consciously and deliberating lying on record, misrepresenting and creating fraudulent records, and for fraudulent billing, and for attempting to obtain money by deception by repeatedly sending illegitimate and false invoices through emails to Defendant, and for abusing its position as officers of the court and for abusing the integrity of the law and the Judicial system.

STATEMENT OF PROCEDURAL HISTORY

In July of 2024, Plaintiffs filed its claim against Defendant for an alleged invoice of $4,589.55 and added $8,000 of attorney's fees for having to file its claim. The Defendant filed his Answer and Counterclaim in August of 2024. Later, the Defendant withdrew his Counterclaim only. The Trial date and court hearing was held on November 13, 2024. However, due to Plaintiff-Appellant's failure to appear in Court, the case was dismissed without prejudice. **(Ra1)**[1]. Plaintiff previously had appeared in front of the same Judge, in the same courthouse, multiple times for same or similar issues. Plaintiff and Ms. Dubell's own admission, that they have filed "collection" cases against at least 50 clients in a span of 18 months (emphasis added). From those 50 cases, 37 of those cases were heard in front of Judge Allende. **(Ra121)**. Plaintiff knew, or should have known, that by not appearing in Court on November 13, 2024 would result in its claim being dismissed. A reasonable conclusion can be drawn that Plaintiff intentionally did not appear in Court because it knew that it would have another opportunity to file its claim,

[1] Ra = Defendant-Respondent's appendix
1T = Transcript of November 13, 2024
2T = Transcript of February 10, 2025
3T = Transcript of April 25, 2025
4T = Transcript of May 12, 2025

and this would give Plaintiff an opportunity to increase its cost for any attorney's fees, in bad-faith, for having to file its claim again.

Plaintiff refiled its claim in December of 2024. Also, in December of 2024, Plaintiff's, in bad-faith filed a motion to disqualify Judge Allende. **(Ra69 – Ra128)**. On February 10, 2025, Court hearing was held to hear Plaintiffs motion to disqualify Judge. In this hearing, Plaintiffs made false statements and false allegations against the Trial Judge and lied on the record against Trial Judge. Plaintiffs account was unsupported by law and facts. Judge Ballard denied and dismissed Plaintiffs motion to disqualify Judge. **(Ra2 – Ra3)**.

On February 28, 2025, Court hearing was held to reinstate Plaintiffs claim in front of presiding Judge Allende, and the Plaintiffs claim was reinstated by Judge Allende. In that same hearing, Judge Allende issued orders that any party filing a motion must file by March 10, 2025, and the opposing motions must be filed within two (2) days later.

On March 10, 2025, Defendant filed his Motion to Dismiss Plaintiff's claim with Prejudice. **(Ra7 – Ra48)**. Judge Allende dismissed Defendant's Motion to Dismiss Plaintiff's Claim with Prejudice. On March 10, 2025, Plaintiffs in bad-faith filed a motion for Summary Judgment. On March 12, 2025, Defendant filed his Motion in Opposition to Plaintiff's Motion for Summary Judgment. **(Ra49 – Ra68)**. Usually, a Summary Judgment motion can be opposed by the non-moving party within 10 days. However, because of Judge Allende's orders, Defendant had to file his Motion in Opposition to Plaintiff's Motion for Summary Judgment within 2 days. Plaintiff never presented any evidence or proof and did not meet its burden in showing support that would justify a Summary Judgment motion. On April 25, 2025, Trial Judge, consistent with legal authority and law, denied and dismissed Plaintiffs motion for Summary Judgment. **(Ra4 – Ra5)**. The Trial date was set for May 12, 2025, for this case.

On May 12, 2025, Trial Judge, after reviewing all facts, evidence, and testimony, consistent with legal authority and law, Dismissed Plaintiff claim with Prejudice. **(Ra6)**.

STATEMENT OF MATERIAL FACTS

Defendant requested legal services from Plaintiff's former employee, Rachel Baxter, in a Child Support Modification motion. During initial phone consultation, Defendant explained that he makes $42 per hour and is paying $2,000 monthly in child support. During that same conversation, Rachel Baxter, after reviewing and evaluating circumstances, determined and said that the child support would be $700 monthly. Plaintiff-Appellant was paid $3,784.20 by Defendant-Respondent for the motion to modify child support.

In February 2024, Plaintiff created an alleged invoice of $4,589.55. This alleged invoice was false, erroneous, egregious, unsupported, unjustifiable, wrong, incorrect, fraudulent, and created in bad-faith. Defendant did not receive any service and did not benefit at all from the alleged invoice. In March of 2024, Defendant called Plaintiff's office and spoke with its paralegal and explained that the invoice is created in error and was told by Plaintiff's paralegal that they will review and get back to Defendant. Plaintiff never reached out to Defendant. In that same conversation in March 2024, Defendant was also notified that Plaintiff's employee, Rachel Baxter, is no longer employed and has left Plaintiff's law office.

In May of 2024 Defendant learned that Plaintiff sent the alleged invoice to a collection agency. Defendant never received any fee arbitration letter from Plaintiff. Towards the end of month of May 2024 and in June of 2024, Defendant worked diligently to resolve the matter with Plaintiff. Defendant called Plaintiff's office numerous times and went to Plaintiff's office in-person numerous times to speak with Plaintiff, Mr. Saadeh, regarding the alleged invoice. Yet all of Defendant's efforts were to no avail. Defendant even wrote email to Plaintiffs, Mr. Saadeh,

explaining the alleged invoice is created in error and explained the dispute, and requested a meeting to resolve the matter, however, Mr. Saadeh never responded. Plaintiffs, Mr. Saadeh, never made themselves available for any telephone or in-person meeting to explain the entries on the alleged invoice or to reciprocate Defendant's efforts to resolve the matter.

On June 19, 2024, Plaintiff's employee, Dana M. Fallo, wrote in an email to Defendant by saying that **"Mr. Saadeh advises that if you pay $4,000 today, we will prepare a settlement agreement waiving the balance." (Ra22).**

On June 20, 2024, Defendant accepted that offer in that same email chain. Defendant wrote to Plaintiffs **"if Saadeh is adamant on $4,000 as settlement then I agree and we can move forward." (Ra24).** Defendant accepted the offer, not because Defendant believe it owed any sum of money to Plaintiff, but rather because Defendant did not want to be involved in any lengthy litigation or legal process. Defendant did not owe any sum of money or any monetary value to Plaintiffs, but agreed to it in an effort to resolve the matter, especially considering Defendant's Child Support case and Child Custody case in California required more time and effort for Defendant. Due to holiday Juneteenth, Plaintiff's offices were closed. The following week, after not receiving a response from Plaintiff, the Defendant reach out to Plaintiffs hoping that matters would be resolved, however, Defendant was notified by Plaintiff that the offer has been revoked. **(Ra26).**

In fact, on June 28, 2024, Defendant was notified by Plaintiffs paralegal or staff member, Dana M. Fallo, that Defendant is no longer Plaintiff's client and that Plaintiffs will not conduct any discussions either over the telephone or in-person regarding the alleged invoice. **(Ra47).**

On July 3, 2024, Plaintiffs filed its claim of the alleged invoice of $4,589.55. In its claim, Plaintiffs attorney and employee, Cynthia Dubell, added $8,000 in attorneys fees. By the time the case was heard on May 12, 2025, the attorneys fees were increased to over $18,000. Included in those attorneys fees were fees for Plaintiff filing its claim again, Plaintiffs filing motions for Disqualifying Judge, Plaintiffs filing Motion for Summary Judgment, etc, all of these motions and case filings were filed by Plaintiff's own volition and even unnecessary, but this clearly shows Plaintiff's bad-faith intent to fraudulently increase fees its attorneys fees. Plaintiffs have been constantly emailing Defendant with alleged invoices, including increases of attorneys fees of over $25,000, and demanding payment of alleged invoices till today, even after the case dismissal on May 12, 2025.

LEGAL ARGUMENTS

I. THE TRIAL JUDGE SHOULD NOT HAVE BEEN DISQUALIFIED AND COURT WAS CORRECT TO DENY PLAINTIFF'S MOTION TO DISQUALIFY TRIAL JUDGE

In *Strahan v. Strahan*, Court said that "bias cannot be inferred from adverse rulings against a party." Strahan v. Strahan, 402 N.J. Super. 298, 318, 953 A.2d 1219 (App. Div. 2008). In *Hundred East Credit Corp. v. Eric Schuster Corp.*, the Court discusses the standard for recusal of Judge and Court said, that recusal should not be allowed or granted "unless the alleged cause of recusal is known by him to exist or is shown to be true in fact." Hundred East Credit Corp. v. Eric Schuster, 212 N.J. Super. 350, 515 A.2d 246 (App. Div. 1986). The law and rules of State of New Jersey does not allow parties for Judge shopping.

The New Jersey Supreme Court have held strong opinion and decision regarding standard for recusal of Judge in *State v. Marshall*. New Jersey Supreme Court have held that there must be an "objectively reasonable" belief that the proceedings were unfair or impartial, and the belief of unfairness must be based on more than just "mere suggestion." Dissatisfaction with rulings is not

sufficient for grounds for recusal. New Jersey Supreme Court has cautioned against allowing litigants to seek recusal simply because a Judge has ruled against that party. A party's dissatisfaction with an adverse ruling, even if it later reversed on appeal, is no sufficient grounds for a judge's removal. The Court also emphasized that Judges have a duty not to step down from a case unless a valid reason for recusal exists. Granting recusal motions for insufficient cause is improper, and Judges are "not free to err on the side of caution" by doing so. The principle prevents disgruntled litigants from attempting to remove judges who have made unfavorable decisions. State v. Marshall, 148 N.J. 89, 690 A.2d 1 (1997).

Here, in this case, Plaintiffs never established objectively that there was any bias against them by Judge Allende or that there was even an appearance of bias against them by Judge Allende. Plaintiffs entire claim on disqualifying Judge Allende is because Plaintiff is dissatisfied of the adverse rulings against it. Plaintiff never presented any facts and evidence that would show that Plaintiff's belief is "objectively reasonable" towards Judge Allende being unfair to them.

Plaintiffs in its Motion to Disqualify Judge made false allegations on the record. **(Ra69 - Ra128)**. Plaintiff failed to mention in its brief that it was Judge Allende who reinstated Plaintiffs claim on February 28, 2025. If there was any valid basis of any alleged bias against Plaintiffs, then its claim would not have been reinstated, even though Plaintiffs claim clearly lacks merit and it was filed only in bad-faith.

"I've listened to the tapes. I have looked at the records. Yes, the plaintiff might feel that this judge is not being partial –- or is not showing impartiality toward them. But the facts don't support it." – Hon. Robert A. Ballard, JR., J.S.C. (2T 27:13-16). The Court's view was clear that there was no bias, or appearance of bias, from the facts presented by Plaintiffs that Judge Allende

should be disqualified. "When I listened to that tape, I was expecting to hear something entirely different than what I heard. And what I heard was a judge that was well-reserved, that was completely professional, that did an excellent job of being able to control the situation. I didn't hear any unprofessional, improper, unnecessary conduct from her." – Hon. Robert A. Ballard, JR., J.S.C. (2T 27:17-23). Moreover, Court mentioned and described Judge Allende's professional work, by saying, "I have been supervising her work since she's come here. She is an outstanding judge. She's a great judge. She puts in time. She puts in the effort. She gets to know her cases. She will call me when there are some issues to make sure that she gets things right. I could not be more ecstatic with the decision of Jus — Chief Justice Rabner to transfer her here to Somerset County. And she's an outstanding judge." – Hon. Robert A. Ballard, JR., J.S.C. (2T 26:3-10).

Judge Allende's conduct and behavior was completely professional on the trial date of November 13, 2024. In fact, its Plaintiff, Ms. Dubell, who's behavior was not professional, and she was very disrespectful in her exchange towards Judge Allende. Ms. Dubell argued with Judge Allende and repeatedly spoke over and interrupted Judge Allende. Ms. Dubell's tone was also not professional towards Judge Allende. Plaintiff, Ms. Dubell, asserts in its brief and in its Motion to Disqualify Judge that she was "distraught" and was "shaking" and was "barely able to hold" herself, if all that was true, then Ms. Dubell wouldn't so arrogantly, outwardly, and collectedly be able to say "we'll be refiling" after the case was dismissed on November 13, 2024. (1T 5:23). Moreover, Defendant was present in Court during November 13, 2024 court hearing, and as a witness, Defendant can assert that Ms. Dubell was not shaking and had no trouble moving around the courthouse. Furthermore, the audio tapes from November 13, 2024, clearly suggest that there was nothing communicated to Ms. Dubell that would justify for her to feel and

make allegations of her being "distraught" "shaking" and "barely able to hold" herself. If there are video tapes from November 13, 2024, Court hearing, then those tapes would also negate any false assertions by Ms. Dubell. In efforts to finesse and mislead court during February 10, 2025, hearing, Ms. Dubell during her statement to the court, was crying and showing tears as a tactic to emotionally draw court's attention in a deviant and conniving manner. Plaintiffs, and Ms. Dubell's, deviant tactics were transparent and unsuccessful.

Plaintiffs, in its brief, says "The trial judge was determined to dismiss this case and did so with prejudice and bias against Plaintiff and its counsel…This case was the only one the judge dismissed because the plaintiff was not present for the trial call." (Pl. Br. at 11). This statement by Plaintiffs and Ms. Dubell is completely flawed, false, and made without any factual basis, because a) as mentioned earlier there is no evidence presented of any bias against Plaintiffs, b) the case was not dismissed with prejudice, it was actually dismissed without prejudice, and c) it is inconceivable that Judge Allende somehow anticipated that Plaintiffs would not appear in court. Moreover, it is also inconceivable that somehow Judge Allende planned on events taking the course they did on November 13, 2024, with Plaintiffs not showing up to Court, so that Plaintiffs claim could be dismissed just so she can reinstate it three months later. There is nothing that Plaintiffs have presented that can substantiate these baseless assertions. If anything, this only shows the bad-faith intent of Plaintiffs in trying to scheme the legal system and abuse the judicial process with its deviant practices in efforts to further increase its attorneys fees under its process of "collection claim" by intentionally not appearing in Court on November 13, 2024 because Plaintiffs knew that it would have another opportunity to file its claim, and in addition to that claim, Plaintiffs can also file other baseless motions in bad-faith under the same process of "collection claim" to merely monopolize in monetary value, and in fact, that is exactly what

Plaintiffs did. From its initial claim of including $8,000 in attorneys fees, by the time the case was heard on May 12, 2025, Plaintiffs increased its attorneys fees to more than $18,000. Furthermore, since the dismissal of Plaintiffs case on May 12, 2025, Plaintiffs continues to send alleged invoices in bad-faith over email to Defendant demanding payment with attorneys fees of over $25,000.

Even if the case was not dismissed on November 13, 2024, there would have been no progress in mediation because Plaintiff has already demonstrated they were not willing to reach resolution, and this is proof on May 12, 2025, court hearing date. If mediation on November 13, 2024, was not successful and there needed to be a trial on that day, then most likely it would not have been able to proceed since Plaintiff, Mr. Saadeh, did not appear in court. Furthermore, Plaintiffs, for requesting religious accommodations on another matter, Mr. Saadeh said that "the matter cannot be tried by Plaintiff without me and Ms. Dubell." (Pl. Br. at 228a). The fact that Mr. Saadeh failed to appear in Court on November 13, 2024, means that Plaintiff was not trial ready, so the matter was rightfully dismissed without prejudice by Judge Allende.

Plaintiffs, in its brief, says "The trial judge previously refused to grant Plaintiff adjournments for religious accommodations, then later denied ever doing so. On February 25, 2025, we filed a letter with the trial court, copying the presiding judge, regarding a request for religious accommodation due to Ramadan and the trial court's failure to grant a similar accommodation in the Thompson case. (Pa224-229 To date, neither the trial court nor the presiding judge have addressed this religious bias issue with us." (Pl. Br. at 12 n.2). This is, again, a baseless and false allegation by Plaintiffs and the assertions are also flawed. On February 28, 2025, court hearing to reinstate Plaintiffs claim, Ms. Dubell did request for trial date for this case against Defendant to be ordered after the completion of Ramadan, or March 31,

2025. Judge Allende immediately granted that request for trial date to be after completion of Ramadan, March 31, 2025.

Plaintiffs argument regarding religious accommodations for purposes of this case or this appeal is irrelevant because as mentioned, Judge Allende immediately granted that request during the hearing on February 28, 2025, even before Plaintiffs wrote its letter.

Defendant is a devout Muslim. Defendant has requisite knowledge and is in position to speak about Islamic beliefs and religious responsibilities regarding Ramadan. Islam does not instruct to stop daily functions, daily responsibilities, during Ramadan. In fact, Islam encourages and instructs to continue daily functions and responsibilities during Ramadan in the same fashion as any other day outside of Ramadan. Furthermore, fasting does not in any way impair a person's abilities to perform its daily tasks, if anything, scientifically proven, fasting only helps with cognitive abilities and sharpens focus. For purposes of being called as a witness for a Trial, Mr. Saadeh, would only be required to show up in Court one (1) day. Being required to appear in Court for one day as witness would not at all pose any hardship or go against any religious obligations. Moreover, Islam also allows Muslims to make-up their fast at a later date if a day of fasting was missed in Ramadan. So, if Mr. Saadah was this concerned, he could have easily made up a missed fast after Ramadan. Also, Islam does not encourage Muslims to use religion as an excuse to avoid daily functions or for any manipulative, deceptive tactics. Therefore, it is irrelevant for Plaintiffs to bring up the issue of religious accommodations not being granted in that other case referenced in Plaintiffs letter, because Mr. Saadeh does not even handle any "collection claim" cases and he certainly did not handle this case or the appeal, it is Ms. Dubell. It is immaterial for Mr. Saadeh to even request for religious accommodations because he would be unaffected. Moreover, if new clients were looking to give their business to Mr. Saadeh during

Ramadan, then most likely Mr. Saadeh would not use Islam or Ramadan as an excuse to not accept potential clients. Furthermore, Plaintiffs are the party who did not respect the concept of Ramadan because they knew that Defendant is a devout Muslim, and he will be fasting and consumed with Ramadan obligations, yet Plaintiffs filed in bad-faith its Motion for Summary Judgment on March 10, 2025. Plaintiffs were hoping to ambush Defendant because they knew that Defendant would be consumed with Ramadan obligations and that Defendant may not be able to respond to the motion within 2 days as required by the Judge's orders. So, Plaintiffs were only looking to prevail on technicality rather than on substance. However, Defendant was able to respond in timely manner.

II. TRIAL COURT RULING WAS CORRECT TO DENY PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

In New Jersey, in *Brill v. Guardian Life*, when deciding a motion for summary judgment the Supreme Court said, "the determination whether there exists a genuine issue with respect to a material fact challenged requires the motion judge to consider whether the competent evidential materials presented, when viewed in the light most favorable to the non-moving party in consideration of the applicable evidentiary standard, are sufficient to permit a rational factfinder to resolve the alleged disputed issue in favor of the non-moving party." Brill v. Guardian Life Ins. Co. of Am., 142 N.J. 520, 666 A.2d 146 (1995).

In *Judson v. Peoples Bank & Trust*, the Court said, that "the standards of decision governing the grant or denial of a summary judgment emphasize that a party opposing a motion is not to be denied a trial unless the moving party sustains the burden of showing clearly the absence of a genuine issue of material fact." Furthermore, the Court said, that "on motion for summary judgment, it is movant's burden to exclude any reasonable doubt as to existence of any

genuine issue of material fact." Judson v. Peoples Bank & Trust Co. of Westfield, 17 N.J. 67, 110 A.2d 24 (1954).

"The judgment or order sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact challenged." R. 4:46-2(c).

In *Kenney v. Meadowview Nursing & Convalescent Ctr.*, 308 N.J. Super. 565, 573 (App. Div. 1998), the Court stated that it would not consider factual assertions raised on appeal that were not properly included in trial court. In *Kenney*, the Appellate Division specifically refused to consider new factual contentions improperly raised for the first time during the appeal of a summary judgment motion. Kenney v. Meadowview Nursing & Convalescent Ctr., 308 N.J. Super. 565, 573 (App. Div. 1998)

A "factual assertion" are statements that claims something is true or happened. In the context of deciding motion for summary judgment, these are statements presented to the court as evidence of what actually took place, such as in pleadings, affidavits, or statements of material facts.

The legal significance of a "factual assertion" depends on its probability of being proven or whether it can be proven, and in a summary judgment motion, whether those assertions raise a "genuine issue" needs to be decided at trial.

The evidentiary support for a factual assertion to be considered, it must be supported by competent evidence in the record, such as sworn affidavits, depositions, or answers to interrogatories.

Here, in this case, Plaintiffs motion for summary judgment only relied on unsubstantiated assertions. Plaintiffs entire motion for summary judgment only rested on it presenting the alleged

invoice as its primary source for support. However, Plaintiffs did not present any affidavits, or any sworn statements or any depositions from witnesses or its employees or staff that would attest to the veracity of any of the entries created on the alleged invoice. Plaintiff did not have any personal knowledge to any of the entries that were created on the alleged invoice or to the entire alleged invoice altogether. Plaintiffs did not present any witnesses that had any personal knowledge to any of the entries created on the alleged invoices. Also, Plaintiffs were unable to provide a rationale and explanation on its billing structure, and how the entries are created on the alleged invoice. Moreover, Plaintiffs were unable to identify the meaning of each entry on the alleged invoice. Plaintiffs were unable to identify which of its employees performed which tasks on the alleged invoice. Plaintiffs were unable to identify and explain which of its employees created or performed the specific entry on the alleged invoice. Moreover, Plaintiffs did not provide client case-files for the Defendant to align any of its alleged services with any of the entries on the alleged invoice. For example, if any attorney writes a letter on behalf of its client and submits it to court, then the attorney should be able to produce that letter as proof. Here, the Plaintiffs did not present any case files that would support any of the entries on the alleged invoice.

Evidentiary support presented by Defendant proved that there are genuine issues as to the material facts and this can only be uncovered or unveiled at trial. On May 12, 2025, during trial, truth was uncovered, and it was determined that Plaintiffs alleged invoice was not trustworthy, that Plaintiffs did not have personal knowledge of any of the contents of the alleged invoice, and Plaintiffs were not able to articulate with reason its billing structure or its structure on generating each entry on the alleged invoice. Plaintiff admitted that Ms. Baxter created a couple of entries on the alleged invoice, but she left Plaintiffs employment more than a year prior to the May 12,

2025, hearing. Ms. Baxter was not available for trial and there were no sworn statements from Ms. Baxter either. Furthermore, Plaintiffs, Mr. Saadeh, testified that Ms. Baxter had been previously disciplined by New Jersey State Bar, when he was asked about that. (4T 68:21-22).

Defendant provided as evidence that the alleged invoice was fraudulently created. None of the entries on the alleged invoice could be attributed or be related to Defendant's matter. There was no benefit that Defendant received from anything described on the alleged invoice. None of the entries on the alleged invoice made any sense and could not be reasonably deciphered as to how it is created or generated. Plaintiffs did not provide any explanation or reasoning regarding the alleged invoice as to how the entries were created and who created the entries and what tasks were performed by each employee of Plaintiffs. Defendant sent special interrogatories and Plaintiffs were unable to identify which of its employees performed which tasks on the alleged invoice. (Ra37 – Ra45). Also, Plaintiffs were unable to identify which of its employees were assigned to Defendant's case. (Ra37 – Ra45).

Defendant presented evidence that Plaintiffs made an offer of $4,000 to settle, and Defendant agreed to it the next day. (Ra22 – Ra24). Next week, when Defendant reached out to Plaintiffs, it was notified to Defendant that Plaintiffs have revoked its offer. (Ra26). Furthermore, Defendant made numerous attempts to reach out to Plaintiffs in efforts to resolve the matter. Defendant repeatedly went to Plaintiffs office, made multiple calls, and sent emails, yet all of Defendant's efforts were to no avail. The Defendant was notified that Plaintiffs will not make itself available for any in-person or telephone meetings to resolve the matter or explain to Defendant how the alleged invoice was created. (Ra47). Also, Defendant never received any fee arbitration letter.

The Court provided its entire reasoning for denying motion for summary judgement supported by law and consistent with legal authority. (3T). The Court specifically mentioned, "a reasonable jury or fact finder could conclude that there is a genuine issue of material fact related to whether plaintiff breached the terms of the agreement with the manner in which it was — it billed — the defendant in this matter." – Hon. Veronica Allende, J.S.C. (3T 8:9-14).

"Overall, a genuine issue of material fact exists for –- for the following reasons and all of the above in addition to what I just stated." – Hon. Veronica Allende, J.S.C. (3T 12:19-21).

"The Court finds that a dispute in fact exists as to, one, whether plaintiff breached the retainer agreement by failing to notify defendant on the status of who was working on his case. Two, whether defendant received a fee arbitration letter. Three, whether plaintiff's invoices were fraudulently created. And four, whether plaintiff properly mitigated its damages related to the settlement discussions that occurred in June 2024." – Hon. Veronica Allende, J.S.C. (3T 13:1-9).

"Overall, a reasonable jury or fact finder could conclude that plaintiff did not uphold its own responsibilities and obligations under the contract. And for those reasons, I find that summary judgment is inappropriate as to counts one and two, and also for unjust enrichment." – Hon. Veronica Allende, J.S.C. (3T 13:10-15).

The Trial Court correctly determined that there were genuine disputes of material fact that precluded summary judgment.

III. TRIAL COURT IS ENTITLED TO WEIGH CREDIBILITY OF THE EVIDENCE PRESENTED. TRIAL COURT WAS CORRECT IN ITS FINDINGS REGARDING THE ALLEGED INVOICE, THE WITNESS TESTIMONY, AND THAT PLAINTIFF'S FAILED TO REASONABLY MITIGATE DAMAGES. THE APPELLATE COURT SHOULD GIVE SUBSTANTIAL DEFERENCE TO TRIAL COURT'S FINDINGS

In New Jersey, in *State v. Locurto*, the Court said that a trial court's findings are given

deference when "supported by sufficient credible evidence in the record" and when based on credibility determinations. State v. Locurto, 157 N.J. 463, 724 A.2d 234 (1999). In *Cesare v. Cesare*, the Supreme Court mentioned that Appellate courts "should give deference to trial court's findings concerning credibility" because trial judge had the "opportunity to hear and see the witnesses and to get a 'feel of the case' that the reviewing court cannot enjoy." Cesare v. Cesare, 154 N.J. 394, 713 A.2d 390 (1998). The principle of giving trial judge and trial court deference concerning evidentiary matters was also emphasized in *State v. McNeil-Thomas*, 238 N.J. 256, 209 A.3d 845 (2019). The rationale is that a trial judge has a better "feel of the case" and is in the best position to evaluate a witness's testimony, gauge the trial's atmosphere, and make real-time evidentiary rulings. State v. McNeil-Thomas, 238 N.J. 256, 209 A.3d 845 (2019).

The New Jersey Rules of Evidence business record exception allows an "invoice" to be admitted into evidence. However, N.J.R.E 803(c)(6) says that a court may exclude a record if "the sources of information or the method or circumstances of preparation indicate that it is not trustworthy." A witness's lack of personal knowledge does question the reliability and credibility of the invoice. A trial judge is entitled to weigh the credibility when a witness has lack of personal knowledge about the contents of an "invoice." Mr. Saadeh, as a witness, lacking personal knowledge of the underlying work described in the alleged invoice is highly relevant to assessing the credibility and the weight of the testimony. The witness, Mr. Saadeh's testimony, was simply testifying to the invoice's existence but not the truth of its contents. The witness, Mr. Saadeh, was not a credible source for proving that the work described in the entries of the alleged invoice was actually performed. Under N.J.R.E 104(e), this rule "does not limit a party's right to introduce, before the trier of fact, evidence that is relevant to the weight or credibility of other evidence."

The Supreme Court of New Jersey case, *State v. Matulewicz*, explained that the purpose of the business records exception is to allow documents created in the regular course of business to be admitted, but the information must be "trustworthy." State v. Matulewicz, 101 N.J. 27, 499 A2d. 1363 (1985). The lack of a competent witness with knowledge about the specific work performed undermines the record's trustworthiness for proving those facts. If the foundational witness cannot attest to the trustworthiness of the source of information, the document should be excluded. If the foundational witness did not have personal knowledge of the work performed, their testimony cannot establish the reliability of the underlying facts recorded on the invoice. The driving principle is that a witness can testify to the company's process of creating the invoice, but the contents of the invoice, the actual work entries, remain unsupported hearsay if the original information came from an unknown or unreliable source. This principle was reiterated in *Garden State Bldgs., L.P. v. First Fidelity Bank*, N.A., and Court held that while a party may introduce a business record, the "truth of the matters asserted in the document must be supported by competent testimony." Garden State Bldgs., L.P. v. First Fidelity Bank, N.A., 305 N.J. Super. 510, 792 A.2d 1315 (App. Div. 1997). The document itself is not a substitute for proper foundational testimony.

Here, in this case, the Plaintiff's sole witness, Mr. Saadeh, did not have any personal knowledge of. He did not know what work was performed and did not know and could not decipher the meaning of entries on the alleged invoice, even though he said he reviewed them prior to approving them. An alleged invoice, standing alone, is not proof that the work was performed and that the billing structure was accurate. Without a witness with personal knowledge to corroborate the entries, the invoice is just an unsubstantiated demand for money, not competent proof of loss.

Plaintiff's argument that the alleged invoice was a business record and should have been accepted as such, misunderstands the nature of the business records exception. Plaintiff's reliance on the alleged invoice as a business record is misplaced. The alleged invoice being admitted in evidence does not make it immune from being challenged. Even properly admitted business records require competent foundational testimony to prove the facts contained within them, particularly concerning damages. The Trial court is still entitled to weigh the alleged invoice's evidentiary value. While an invoice may be admitted into evidence as a business record, the contents cannot be used to prove the truth of the work performed if the foundational witness lacks personal knowledge. The alleged invoice being admitted into evidence as a business record based on the foundational testimony of Plaintiff's sole witness, Mr. Saadeh, does not mean that the Trial Judge must believe the contents or entries of the alleged invoice to be true. The alleged invoice was admitted into evidence, but its ultimate weight is a matter for the fact-finder, the Trial Judge.

"Just because they're admitted, Ms. Dubell makes an argument that they speak for themselves. I disagree. Those invoices do not speak for themselves because even the managing member of The Law Office of Rajeh Saadeh could not decipher even the first entry that we were trying to go over together while we were here in court." – Hon. Veronica Allende, J.S.C. (4T:104-24 to 4T:105-5).

The Trial Court was correct in putting no weight and no credibility of Plaintiff's witness, Mr. Saadah, regarding any of the alleged work performed in the alleged invoice, because he did not have personal knowledge. Mr. Saadeh did not know definitively or even reasonably that any of the work or services described on the alleged invoice was actually performed in Defendant's case, and that Defendant in any way benefitted off of the work describing on the alleged invoice.

During direct examination, Mr. Saadeh, made clear statements of lacking personal knowledge of work that Ms. Baxter allegedly performed that led to the entries on the alleged invoice:

> THE COURT: Do you have any personal knowledge as to the contents of these invoices?
>
> MR. SAADEH: Personal knowledge as to the cont — yeah, I can read them. In terms of what —
>
> THE COURT: **No, no, no. Personal knowledge as to what Ms. Baxter worked on that led to the drafting of these invoices. The timekeeping entries.**
>
> MR. SAADEH: **No, no. I don't have the personal knowledge, no.**
> (4T 38:1-9).
>
> THE COURT: Well, **do you have personal knowledge other than what's contained in this — in these invoices as to what she did and the work that she provided to Mr. Ahmad**?
>
> MR. SAADEH: **Aside from what's in the invoices, from reading the invoices, no, of course not.**
>
> (4T:38-23 to 4T:39-3).
>
> THE COURT: Well, **do you have any personal knowledge as to the motion practice in this case**?
>
> MR. SAADEH: I can answer as to the re — **personal knowledge, no.**
>
> (4T 42:17-20).

Trial Court was correct in its findings for not putting any weight and any credibility in Plaintiff's witness, Mr. Saadeh's testimony, because Mr. Saadeh numerous times contradicted himself on stand, and also made inconsistent statements. During direct-examination, Mr. Saadeh was asked by Ms. Dubell, "Q. Do you review the time entries prior to them being entered into the invoices? A. I do. At a high level, yes, I do." (4T 15:4-6). Mr. Saadeh was then asked, "Q. So Mr. Saadeh, do you also monitor those time entries as you're reviewing them for status of cases?

A. Yes, yes." (4T 16:3-6). If Mr. Saadeh was supervising and reviewing the entries before they were entered and if Mr. Saadeh was monitoring those entries to review their statuses, then why was Mr. Saadeh having trouble being deciphering the first entry on the alleged invoice. (4T 37:4-6).

There's more evidence of inconsistency and contradictions, in Mr. Saadeh's testimony regarding Ms. Baxter only assigned to Defendant's case. On direct-examination Mr. Saadeh was asked,

> Q: As a result of Ms. Baxter's work on this case, was her time and labor limited to focusing on this case and not able to take other matters?
>
> MR. AHMAD: Again, objection, Your Honor. Ms. Baxter is not here to testify.
>
> THE COURT: Do — do you have any personal knowledge as to whether **Ms. Baxter was foreclosed from working on other matters** because she was working on Mr. Ahmad's?
>
> MR. SAADEH: Foreclosed, I wouldn't agree with the word foreclosed. But when time is inherently limited. So if Ms. Baxter is working on one case, she intuitively can't work on another case. **So the answer is yes.**
>
> (4T:46-21 to 4T:47-9).

During trial, Mr. Saadeh claimed that Ms. Baxter was only working on Defendant's matter, when in actuality Ms. Baxter was assigned to 20-25 cases including being assigned to another one of Plaintiff's former client, Lina Sultan, with the case number DC-5012-24. On cross-examination, Mr. Saadeh mentioned that "my testimony was is that based on the invoices, Ms. Baxter was the only professional or paraprofessional" (4T 57:7-9), indicating that Ms. Baxter was the only person who allegedly performed services. However, earlier during direct-examination, when Mr. Saadeh was asked about alleged invoices not being paid by Defendant, Mr. Saadeh's response was "we still have invoices for — for — for expenses that we incurred in connection even with his representation. So Ms. Baxter, for example, has to be compensated. The

staff who performs services in connection with his case, they have to be compensated." (4T 44:9-14). On one hand, Mr. Saadeh mentioned that the entries were only reflective of Ms. Baxter, but on the other hand he mentioned that other members of his staff also had some alleged work performed for Defendant. These are contradictory statements.

Further evidence of Mr. Saadeh's contradictory and inconsistent testimony in that, on direct-examination, when asked about Ms. Baxter prior experience before joining Plaintiff's law office and Mr. Saadeh's experience of supervising Ms. Baxter, Mr. Saadeh testified that "even before she worked at the firm, I was aware of her credentials." (4T 48:14-15). Mr. Saadeh further testified that "To her credit, she — before she joined the firm and after she joined the firm, she has been a, I would call, a successful attorney who has kept her head above water and kept churning and has performed services for clients, particularly in the Family Part." (4T:48-23 to 4T:49-3). However, on cross-examination, when Mr. Saadeh was asked if Ms. Baxter had been disciplined by State Bar, Mr. Saadeh's response was "My understanding is that she — **she was**." (4T 68:21-22). This is another contradictory statement by Mr. Saadeh and also questions the credibility of the entries on the alleged invoice itself.

Another strong example of Mr. Saadeh's inconsistent and contradictory statements in his testimony is, that on one hand Mr. Saadeh mentioned that him and Ms. Baxter had "worked for a long time" and that Mr. Saadeh was "aware of her credentials" and that Ms. Baxter is someone that he "would call a successful attorney" and has served "clients, particularly in the Family Part" (4T:48-13 to 4T:49-3). Moreover, Mr. Saadeh called Ms. Baxter "a seasoned attorney" and "with her, it was a little less supervision than it would be, for example, a much younger, newer attorney." (4T 13:14-18). But on the other hand, Mr. Saadeh mentioned that Ms. Baxter was "foreclosed" from working on matters other than the one for Defendant, and when Mr. Saadeh

was asked that if Defendant's matter was "novel or difficult," his response was "absolutely not." (4T 46:12-17). So, in other words, if Ms. Baxter was this seasoned and well-experienced attorney then this would mean that she would be capable of handling multiple projects or assignments at one-time, especially considering that Defendant's matter was not complicated or difficult at all, yet Mr. Saadeh mentioned that Ms. Baxter was "foreclosed" from handling other matters because she was too occupied with Defendant's matter. This contradictory and inconsistent statement from Mr. Saadeh clearly shows that there is lack of credibility in Mr. Saadeh's statements and that Trial Court was correct in its findings.

During testimony, Mr. Saadeh also mentioned that "Sometimes -- sometimes, things happen. It's -- **it's a very normal part of the practice** where there's somebody, for example, might be **double billed** for something. And, you know, it's accidental, but it happens." (4T 77:18-22).

During direct-examination, Mr. Saadeh, was questioned about "Q. what was -- what's the steps that it takes to get a post-judgment modification action going?" (4T 35:6-8) and Mr. Saadeh responded by saying that "It is a ten-page document" including other documents that need to be filed with court. (4T 35:25). Plaintiffs were strategically designing this testimony to indicate that this is the type of work was provided for Defendant. However, if Plaintiffs actually performed any work, then they should have been able to produce all documents that they performed on behalf of Defendant and all documents that they filed on behalf of the Defendant, yet Plaintiff's did not produce any documents that would corroborate with any of the entries on the alleged invoice. Moreover, Plaintiffs did not produce any witnesses or any sworn statements from its staff who could speak about the work described by the entries on the alleged invoice.

Ms. Dubell, during her closing argument, said "I didn't get to see Ms. Baxter doing her work on her case. I have to review the case when it comes in. I have to look at the billing records. I have to see if the documents match what's being presented. Because I have to be able to speak for that in court and be able to justify in court that we have a good case going forward." (4T 95:1-7). Here, Ms. Dubell admits to not being able to see the actual case work that was allegedly performed by Ms. Baxter and mentions that there are "documents" that "match" the alleged entries, but yet she and the Plaintiffs failed to produce any documents that would corroborate with any of the work on the alleged invoice. This is another proof that Plaintiff's alleged invoice was fraudulently drafted.

In New Jersey, Courts have held strong opinions regarding a party to make reasonable efforts in mitigating damages. In *Ingraham v. Trowbridge Builders*, the Court said, that whether a party makes reasonable efforts to mitigate its damages is a question for the trier of fact. Ingraham v. Trowbridge Builders, 297 N.J. Super. 72, 687 A.2d 785 (App. Div. 1997). In *Fanarjian v. Moskowitz*, Court mentioned that the proper standard in a non-jury case regarding the judge's decision on mitigation of damages is "whether the judge's findings are supported by sufficient, credible evidence in the record." Fanarjian v. Moskowitz, 237 N.J. Super. 395, 406, 568 A.2d 94 (App. Div. 1989).

In this case, on cross- examination, Mr. Saadeh testified to the contents of the email communication between Plaintiff's employee, Dana Fallo, and Defendant regarding resolving the matter and Plaintiff's making an offer of $4,000 to settle and Defendant accepting that offer the following day. (4T:61-4 to 4T:64-17). However, earlier on direct-examination Mr. Saadeh mentioned that they were somehow forced to file their claim by saying "lost profits over and above the contract, base contract damages for services rendered, it is also for time that we have

to incur to pursue our collection efforts. So this is essentially a distraction towards actual providing services towards clients who we do represent and hopefully satisfy and pay our bills. And because we have to instead incur collection efforts and incur time, our efforts are pursue — are now in pursuit of tho — of collection, which takes away our profits." (4T:45-23 to 4T:46-8). This statement by Mr. Saadeh is absolutely false because Plaintiffs, and Mr. Saadeh, were never forced to have to file a claim against Defendant for the alleged invoice because Defendant was diligently working with Plaintiffs to resolve the matter and even agreed to their proposal of $4,000. Therefore, this proves that Plaintiffs did have an option to resolve its matter, and Plaintiffs did not have to be "distracted" from its other clients, and could have avoided any deprivation of "profits." However, Plaintiffs chose the route to file its frivolous claim because Plaintiffs were looking to monopolize in bad-faith by asserting attorneys fees that would be 6 times more than the amount of the alleged invoice. Furthermore, this is evidence of inconsistent and contradictory statements from Mr. Saadeh, and more importantly it strongly confirms evidence of Plaintiffs failure to reasonably mitigate damages.

Ms. Dubell mentioned in her closing argument, that "I don't want to have to file these things. And to be honest, we have other clients. We have other matters we can be doing. I don't want to be here." (4T 97:14-17).

> THE COURT: Let me finish my question. Please. Your attorney — your — your firm would rather go through $18,000 in — in collection costs rather than just accept his acceptance of your offer?
>
> MS. DUBELL: I would rather have taken that $4,000 that we offered him.
>
> (4T 95:13-18).

But Plaintiffs did not accept Defendant's acceptance of their offer, and purposely and consciously chose to file a frivolous claim just so they can monopolize further in frivolous attorneys fees.

Ms. Dubell also mentioned in her closing argument, "I didn't want the case to — to go this far. It has been a longer case than normal." (4T 98:1-2). If Ms. Dubell truly stands by those statements, then she and the Plaintiffs could have easily avoided all this by accepting Defendant's $4,000 acceptance of their offer. This means that Plaintiffs only chose to file its frivolous claim so that they can add attorneys fees unethically, and then try to succeed on its frivolous claim on technical basis so that they wouldn't actually have to prove their claim. This is proof that Plaintiffs were intentionally trying to mislead court. Moreover, this also proves that Plaintiffs were hoping that the Defendant would get intimidated and not fight for his rights, and that Plaintiff could succeed on some technical basis rather than on substance much like their other former clients. However, at Trial, Plaintiffs fraud and deception was unveiled.

Plaintiff's initial claim for the alleged invoice, also included attorneys fees of $8,000. (Ra79 - Ra86). During Mr. Saadeh testimony, he mentioned that the collection claim is not a "flat fee" but "an hourly fee." (4T 67:19-23). Ms. Dubell's hourly rate according to the retainer agreement is $350, this would mean that it took Ms. Dubell **22.85 hours** to review the alleged "documents" and make sure they "match" the "billing records" even though there were no actual "documents" that were presented by Plaintiffs and no witness testimony or sworn statements or depositions to corroborate any of the descriptions on the alleged invoice.

After Plaintiffs initiated its case against Defendant, they initiated another "collection claim" against another one of their former clients, Chris McKeil. Plaintiffs in the past 18 months have sued over 50 clients. (Ra121). Plaintiffs office mistakenly addressed and sent the complaint

for Chris McKeil to Defendant's address. (Ra66 - Ra68). In this complaint Plaintiffs are suing Chris McKeil for $4,772.25 and asserted, Ms. Dubell's, attorneys fees of $8,000. This would mean that it took Ms. Dubell same **22.85 hours** to "review" the "documents" in Chris McKeil file. It could be a coincidence that it took Ms. Dubell the same amount of hours to "review" any "documents" in Defendant's file and for their other client Chris McKeil. However, on its face, it seems more likely that Plaintiff's and Ms. Dubell are just asserting attorneys fees without any valid basis, and these fees appear to be unsubstantiated and unjustified. This is another proof that Plaintiff's, and Ms. Dubell, are only filing their "collection claims" so it would give them an opportunity to assert attorneys fees to monopolize extravagantly in monetary value in bad-faith against their former clients through devious and unethical practices.

Trial Court in its findings of facts and conclusion of law regarding credibility of Mr. Saadeh's testimony and the alleged invoice mentioned, that "Mr. Saadeh himself had no personal knowledge as to any of the work that had been completed on Mr. Ahmad's work -- case -- excuse me -- his family court matter. It sounded like the sole purpose of Mr. Saadeh testifying really was to admit the documents that were ultimately admitted into evidence. And those included the retainer agreement between the parties and also the invoices between the parties that were the subject -- that are -- excuse me -- the subject of this matter." – Hon. Veronica Allende, J.S.C. (4T 99:13-21).

"There was, other than invoices that were admitted as business records, there was no one here with personal knowledge as to the work that was done on Mr. Ahmad's case." (4T 102:10-13).

"We did start going through the invoices with Mr. Saadeh. He did not have personal -- he admitted on a number of occasions that he had no -- did not have personal knowledge as to any

of the work that was completed on Mr. Ahmad's case. That's part one. Part two, but even when we tried to decipher the codes that were used in the invoices, by Ms. Baxter presumably, he was unable to even kind of explain what some of those codes were. So that's problematic because the plaintiff has a burden of demonstrating that they assisted Mr. Ahmad at each stage of his case in deciding upon a course of action, and based on their experience in evaluating and weighing the costs of a particular course of action against a likely outcome and risk. They didn't — they had no person with personal knowledge here to be able to explain that." – Hon. Veronica Allende, J.S.C. (4T:102-23 to 4T:103-14).

Trial Court in its findings of facts regarding Plaintiff's efforts to reasonably mitigate said, "I find that the plaintiff failed to mitigate any of their damages when they unreasonably rejected Mr. Ahmad's acceptance of the offer." – Hon. Veronica Allende, J.S.C. (4T 105:13-15).

Trial Court its findings stated the facts that Plaintiff "could have easily mitigated their damages by allowing Mr. Ahmad to pay the amount that they offered. That was their offer. The $4,000 offer was made — and let me just put those facts on the record." – Hon. Veronica Allende, J.S.C. (4T:105-24 to 4T:106-3). But Plaintiff's chose not to accept Defendant's acceptance of their $4,000 and now "Plaintiff asks for $18,000, $18,000 in collection costs related to the recovery of the initial 4,589. I don't find that to be reasonable." – Hon. Veronica Allende, J.S.C. (4T 107:3-5).

"I would not grant attorney's fees in this matter at all because I find that Mr. Ahmad was diligently trying to work before the complaint was filed in this matter. The complaint in this matter was filed on July 3rd of 2024. So before the complaint was even filed in this matter, Mr. Ahmad was trying to resolve the matter. Plaintiff had an opportunity to resolve it as well and to avoid $18,000 in — in the accrued collection costs that they're saying they sustained, and

unreasonably rejected the offer that was imposed by Mr. Saadeh himself." – Hon. Veronica Allende, J.S.C. (4T 107:7-18).

Trial Court was correct in its findings and the Appellate Court should give deference to Trial Court's findings.

IV. PLAINTIFF'S FAILED TO MEET ITS BURDEN OF PROOF AND TRIAL COURT WAS CORRECT FOR DISMISSING PLAINTIFF'S CLAIM WITH PREJUDICE

In New Jersey, in *Woytas v. Greenwood Tree Experts, Inc.*, the Court said that in order to prove a breach of contract, the plaintiff must prove must four elements: (1) that parties entered into contract containing certain terms; (2) that plaintiff did what contract required plaintiff to do; (3) that defendant did not do what contract required defendant to do, defined as breach of contract; and (4) that defendant's breach, or failure to do what contract required, cause a loss to plaintiff. Woytas v. Greenwood Tree Experts, Inc., 237 N.J. 501, 206 A.3d 386 (2019).

In, *Globe Motor Company v. Igdalev*, Court emphasized that each element of a breach of contract claim must be proven by a preponderance of the evidence and there must be sufficient proof for each element. Globe Motor Company v. Igdalev, 225 N.J. 469, 139 A.3d 57 (2016).

Here, in this case, Plaintiff's claim for the alleged invoice is essentially them claiming an alleged breach of contract. Therefore, Plaintiffs had to prove by a preponderance of evidence that there was a breach of contract. But Plaintiff's failed to prove elements two, three, and four.

Plaintiff failed to prove element two. Plaintiffs failed to show that they did what contract required them to do because Plaintiffs never identified the attorney and other staff members assigned to Defendant's matter. Moreover, Plaintiffs did not assert their legal capabilities to assist Defendant in Defendant's matter. Also, Plaintiffs did not make themselves available for

Defendant to be able to contact and reach out the attorney that was assigned to Defendant's matter.

Plaintiffs failed to prove element three as well. Plaintiffs failed to show that Defendant did not do what the contract required, and that Defendant's actions caused a breach. Plaintiffs did not show and did not present any evidence that the alleged invoice, coupled with witness testimony of Mr. Saadah, indicated that there was any work performed for Defendant's matter. In fact, at trial it was proven that Plaintiffs did not have any personal knowledge as to any work described on the alleged invoice. Plaintiffs failed to demonstrate that Defendant received any value from any of the entries on the alleged invoice. Moreover, Plaintiffs did not present any evidence that would corroborate with any of the entries mentioned on the alleged invoice. Furthermore, the entire testimony of Mr. Saadeh was full of inconsistent and contradictory statements and consisted numerous lies.

Plaintiffs failed to prove element four as well. Plaintiffs failed to show that they suffered any damages due do a breach. Plaintiffs failed to demonstrate any loss or damages that they suffered, and they were unable to demonstrate and prove that there was any kind of breach. Plaintiffs did not prove and did not present any evidence that the amount of the alleged invoice was in any way owed to them by Defendant, or that Plaintiffs suffered any kind of loss by not obtaining the amount in the alleged invoice.

The Trial Court mentioned and cited the law and requirements for a breach of contract case, "In New Jersey, a plaintiff alleging a breach of contract claim must prove four elements. One, that the parties entered into a contract containing certain terms. Two, the plaintiff did what the contract required the plaintiff to do. Three, the defendant did not do what the contract required them to do. And four, the defendant's breach or failure to do what the contact required

caused a loss to the plaintiff. That's Woytas v. Greenwood Tree Experts, Inc., 237 NJ 501, 512 at 219, citing Globe Motor Company v. Igdalev, 225 NJ 469, 482, 2016." – Hon. Veronica Allende, J.S.C. (4T 100:11-21). Furthermore, "this is essentially — this is, at its core, a breach of contract case. So first, I do have to make a determination as to whether the plaintiff did what the contract required plaintiff to do. And there was, other than invoices that were admitted as business records, there was no one here with personal knowledge as to the work that was done on Mr. Ahmad's case." – Hon. Veronica Allende, J.S.C. (4T 102:7-13), and "it is the plaintiff's burden and the plaintiff's alone to prove the case and the cause of action by a preponderance of the evidence. – Hon. Veronica Allende, J.S.C. (4T 102:15-17).

Trial Court in its findings and conclusions mentioned that, "the next element that I have to look at is whether the plaintiff did what the contract required the plaintiff to do. So then I move to the contract to see what was required of the plaintiff. And in the contract, specifically page three, the contract says, 'We will assist you at each stage of your case in deciding upon a particular course of action, and based on our experience in evaluating and weighing the costs of a particular course of action against the likely outcome and risk.' It also indicates that, 'We will exert our best professional efforts on your behalf in a manner not inconsistent with the Rules of Professional Conduct.' Moreover, there was an addendum, essentially, to the retainer agreement and that is the statement of client's rights and responsibilities in civil family actions." – Hon. Veronica Allende, J.S.C. (4T 101:1-17).

The Trial Court mentioned and listed client's rights in the retainer agreement, "there are ten client's rights that are listed on here. I just want to highlight a couple. Number one, 'Clients have the right to have their attorneys diligently advocate their interests within the bounds of the

law and legal ethics. Additionally, clients have the right to be afforded reasonable access to their attorneys.'" – Hon. Veronica Allende, J.S.C. (4T:101-19 to 4T:102-1).

Trial Court's findings was that Plaintiff's did not meet its burden because Plaintiff's did not do what the contract required them to do, and the Trial Court said, "we did start going through the invoices with Mr. Saadeh. He did not have personal -- he admitted on a number of occasions that he had no -- did not have personal knowledge as to any of the work that was completed on Mr. Ahmad's case. That's part one. Part two, but even when we tried to decipher the codes that were used in the invoices, by Ms. Baxter presumably, he was unable to even kind of explain what some of those codes were. So that's problematic because the plaintiff has a burden of demonstrating that they assisted Mr. Ahmad at each stage of his case in deciding upon a course of action, and based on their experience in evaluating and weighing the costs of a particular course of action against a likely outcome and risk. They didn't -- they had no person with personal knowledge here to be able to explain that. We have no person with personal knowledge here to testify that -- that the plaintiff abided by the terms of its own contract by exerting their best professional efforts on Mr. Ahmad's behalf in a manner not inconsistent with the Rules of Professional Conduct. Moreover, there was nobody here with personal knowledge to testify as to whether Mr. Ahmad had an attorney who diligently advocated for his interests within the bounds of the law or legal -- and legal ethics. And there's no testimony in the record by someone with personal knowledge that Mr. Ahmad had reasonable access to his attorney." – Hon. Veronica Allende, J.S.C. (4T:102-23 to 4T:104-1).

The Trial Court also in its findings stated, that "it's undisputed by the emails that were admitted into evidence with no objection, that he did try to reach out to the attorneys in his case to try to address some of the disputes he had with the invoices. I understand that the firm has a

process, but that process is not listed in the retainer agreement, indicating that he would not have an opportunity to communicate with his attorneys with regard to the invoices and that he would be directed to Ms. Fallow or Ms. -- I believe she has a new -- that was her prior name -- Ms. Carliss to deal with those invoices. That is not contained within the retainer agreement." – Hon. Veronica Allende, J.S.C. (4T 104:2-14).

It is evident that Plaintiff failed to meet its burden of proof. Trial Court correctly and consistent with law and legal authority Dismissed Plaintiffs claim with Prejudice.

CONCLUSION

For all the reasons mentioned above, Trial Court was correct in its findings and rulings on all three orders,

1) Trial Court was correct to Deny Plaintiffs Motion to Recuse Trial Judge,
2) Trial Court was correct to Deny Plaintiffs Motion for Summary Judgment,
3) Trial Court was correct to Dismiss Plaintiffs claim with Prejudice.

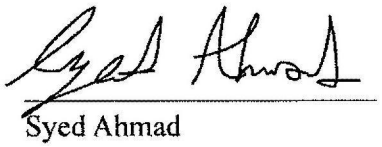
From all four Transcripts and evidence presented, it is very clear that this Appeal from Plaintiff's is frivolous. As a matter of law the Appellate Court should Affirm Trial Court's rulings.

Defendant also request this Court to recognize that Plaintiffs have found an easy loophole to monopolize in monetary value by filing frivolous claims against its former clients. Plaintiffs know very well that the former clients would lack financial resources, requisite legal knowledge and expertise to fight these frivolous claims, and in essence, this scheme would easily allow Plaintiffs to capitalize in monetary value that they never truly earned, but rather obtained through technicalities of the law. Moreover, Plaintiffs also know that former clients would already be stressed and consumed with their family law related matters which would make it very difficult for them to fight and give attention to Plaintiffs frivolous filings. Also, since Plaintiffs decided to

sue their own clients, this would entail former clients to now have to seek a new attorney to help them in their current family law related matter such as divorce, custody, child support, etc. Due to a lack of government agencies or private agencies monitoring Attorneys Ethics regarding fraudulent billing structures, Plaintiffs feel they have found a loophole in monopolizing of its clients. Plaintiffs understand that most a client can do is file a complaint against Plaintiffs to the ethics committee. The review from the ethics committee is conducted by fellow attorneys and at best Plaintiffs would only receive a "slap on the wrist." Plaintiffs also know they can charge anything on its invoices and if the clients pose any disputes then the client would first have to pay the amount demanded in the invoices, and then go through the fee arbitration process, and the fee arbitration process are reviewed by a fellow attorney, and seldom would a fee arbitration ever render a decision against the attorney. Therefore, Plaintiffs are aware that its unethical business practices are unlikely to be detected and unlikely to be subjected to reform or discipline.

Therefore, Defendant also requests this Court to discipline, revoke, and disbar Raajeh Saadeh, Cynthia Dubell, and the entire Law Office of Raajeh Saadeh from practicing law for violating attorneys' ethics, for knowingly and consciously filing frivolous claims, and for making false allegations against a Judge, and for consciously and deliberating lying on the record, and for Raajeh Saadah lying in his testimony on witness stand, and for misrepresenting and creating fraudulent records, and for fraudulent billing, and for attempting to obtain funds by deception by repeatedly sending illegitimate and false invoices through email, and for abusing its position as officers of the court and for abusing the integrity of the law and the Judicial system.

Respectfully submitted,



Syed Ahmad
(Defendant-Respondent)

Dated: October 20, 2025

THE LAW OFFICE OF RAJEH A. SAADEH, L.L.C., Plaintiff(s)-**Appellant,** v. **SYED AHMAD,** Defendant(s)-**Respondent.**	SUPERIOR COURT OF NEW JERSEY APPELLATE DIVISION DOCKET NO. A-**2978-24** CIVIL ACTION On appeal from: SUPERIOR COURT OF NEW JERSEY **LAW DIVISION – SPECIAL CIVIL** **SOMERSET** COUNTY DOCKET NO. **DC-3922-24** Sat below: **Hon. Veronica Allende, J.S.C.** **Hon. Robert A. Ballard, Jr., P.J. Civ.**

REPLY BRIEF ON BEHALF OF PLAINTIFF-APPELLANT, THE LAW OFFICE OF RAJEH A. SAADEH, L.L.C.

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TABLE OF CONTENTS

Page

TABLE OF SUPPLEMENTAL CITATIONS AND AUTHORITY

Location

PRELIMINARY STATEMENT

Hyperbole, misstatements, plagiarism (including statements generated via Artificial Intelligence (AI) and/or ChatGPT or its equivalence), bare conclusions stated without evidence, and colloquialisms by Defendant cannot mask what the record actually reflects, in that the trial judge:

- refused to grant us summary judgment based on Defendant's bald, evidence-free assertions without foundation;
- dismissed the action at trial because – previously unbeknown to us – she required direct testimony when the Rules of Evidence do not;
- remained a judge of our case despite initially dismissing it on a basis upon which she did not dismiss other, similarly-situated cases, and which may include grounds on the basis of discrimination.

We reiterate our prior statement from the initial Brief: All we want is a fair trial and process. (Pb1). Because the trial court refused to provide this and instead tried to launder and distract from the prejudice and bias the trial judge exhibited against us, the trial court's decisions must accordingly be reversed, and the matter should be remanded to a different judge with instructions that judges ordinarily do not need: to treat us fairly and decide this matter impartially. (Pb1)

Defendant meanwhile demeans both Plaintiff Law Firm and counsel, while simultaneously attempting to send the appellate court on a red herring fishing

expedition wherein the fish (i.e., facts) are hidden amidst Defendant's bluster and bloviating regarding Plaintiff's actions in the trial court, instead of actually raising factual and legitimate information about this collections action. (Db1-3) Further, Defendant makes inappropriate requests of the Appellate Court to "discipline, revoke license to practice law, and disbar Raajeh (sic) Saadeh, Cynthia Dubell, and the entire Law Office of Raajeh (sic) Saadeh from practicing law…" (Db2-3). To say these requests are inappropriate and uncalled for is an understatement of the greatest magnitude.

RELEVANT PROCEDURAL HISTORY

We stand by our Procedural History section. (Pb1-5). The Procedural History section of Defendant's brief is replete with irrelevant statements, misstatements, plain misrepresentations, embellishments, and otherwise inappropriate comments that are contrary to the record. (Db3-5) They were included by Defendant solely to distract the reader from what matters and argue his redundant points, instead of on Plaintiff's strong statements as to the factual and legal merits of this case. (Pb generally).

STATEMENT OF RELEVANT FACTS

Again, Defendant's Statement of Material Facts is misguided and includes matters not ripe for appeal, including but not limited to negotiations between the parties in an effort to settle this matter both before and during litigation. Defendant

is raising issues for the first time on appeal that were not raised at trial. Appellate courts review the *record* from the trial court; they do not conduct new trials, hear new witnesses, or review new evidence. "An appellate court, when reviewing trial errors, generally confines itself to the record." State v. Harvey, 151 N.J. 117, 201-02 (1997). "Although an appellate court may consider allegations of errors or omissions not brought to the trial judge's attention if it meets the plain error standard under Rule 2:10-2, …, the court frequently declines to consider issues that were not raised below […]. See e.g., J.K. v. N.J. State Parole Bd., 347 N.J. 120, 138 n.6 (2021).

LEGAL ARGUMENT

I. THE TRIAL JUDGE SHOULD HAVE BEEN DISQUALIFIED. (Pa1-2).

Much of Defendant's argument is based on what Judge Ballard said just because he said it. Likewise, he makes the same argument as to statements by Judge Allende. However, if this were the law, the appellate process would be illusory. On appeal, Defendant is supposed to rely on legal authority applicable to the facts. The facts here are undisputed, as they were at trial. The legal authority he cited has nothing to do with the facts of this case.

The facts are simple: Judge Allende discriminated against Mr. Saadeh as a Muslim, and Judge Allende treated Ms. Dubell differently than she treated every other attorney who appeared before her that day. Judge Allende claimed to always

make religious accommodations, but she did not for Mr. Saadeh, a Muslim, on a prior occasion. That's bias. That's discrimination. That's islamophobia. All from a judge against a lawyer who is in the same county as the judge, and whose law firm frequently appears before her. Trials are intense generally. This is amplified when trying a case before a judge who has openly discriminated against both Mr. Saadeh personally and Plaintiff generally. While a Defendant such as this may use help from AI and/or ChatGPT and perhaps others to prepare his rare (in frequency) legal presentations, trial lawyers in practice know how physically difficult it can be to try a case. That's why Plaintiff made the adjournment request during Ramadan in the past as cited in the footnote in our brief (Pb12, Pa224-229), and the judge refused to grant it, despite later claiming she makes religious accommodations. Apparently Mr. Saadeh and Plaintiff are exceptions.

It should be further noted that while Defendant's own claimed religious beliefs and practices mirror those of Mr. Saadeh, at no time did Judge Allende have to adjudicate these facts and this case on the basis of Defendant's faith. Defendant's claims in this regard were not even raised at the trial level until the Motion for Disqualification was filed.

Judge Ballard's reinstatement of the case was correct, because Judge Allende's dismissal of the case was plainly incorrect. If Judge Allende's dismissal was proper, Judge Ballard may not have reinstated it. Where Judge Ballard went

wrong, however, is by not having a different judge handle the case afterwards, essentially rewarding Judge Allende's conduct while instructing us to bring future issues like this to his attention. However, despite our doing so, nothing came of it. Therefore, Judge Ballard's solution is insufficient under the law. This is not an internal court matter where internal employment and role discussions may take place between Judge Balland and Judge Allende to correct her future impropriety. She discriminated against Mr. Saadeh because of his religion and then failed to acknowledge doing so when prompted, and she discriminated against Ms. Dubell compared to every other attorney similarly situated who appeared before her that day. Those are the facts. Under those facts, the law requires her disqualification.

II. SUMMARY JUDGMENT SHOULD HAVE BEEN GRANTED TO PLAINTIFF. (Pa3-4).

It is important here to repeat several important points of authority regarding summary judgment, as it is clear that Defendant, not to mention the trial judge, completely failed to understand these point. "[A] non-moving party cannot defeat a motion for summary judgment merely by pointing to any fact in dispute." Brill, 142 N.J. at 529 (emphasis in original).

> [I]f the opposing party [in a summary judgment motion] offers…only facts which are immaterial or of an insubstantial nature, a mere scintilla, "Fanciful, frivolous, gauzy or merely suspicious," he will not be heard to complain if the court grants summary judgment, taking as true the statement of uncontradicted

> facts in the papers relied upon by the moving party, such papers themselves not otherwise showing the existence of an issue of material fact.
>
> [Ibid. (quoting Judson v. Peoples Bank & Trust Co., 17 N.J. 67, 75 (1954)).]

The court must determine "whether the evidence presents a sufficient disagreement to require submission to a jury or whether it is so one-sided that one party must prevail as a matter of law." Brill, 142 N.J. at 533 (quoting Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 251-52 (1986)). "If there exists a single, unavoidable resolution of the alleged disputed issues of fact, that issue should be considered insufficient to constitute a 'genuine' issue of material fact." Brill, 142 N.J. at 540. "Bald assertions are not capable of… defeating summary judgment." Ridge at Black Brook, LLC v. Klenert, 437 N.J. Super. 90, 98-99 (App. Div. 2014) (citing Puder v. Buechel, 183 N.J. 428, 440-41 (2005); Cortez v. Gindhart, 435 N.J. Super. 589, 606 (App. Div. 2014); Brae Asset Fund, L.P. v. Newman, 327 N.J. Super. 129, 134 (App. Div. 1999)). "Bare conclusions in the pleadings, without factual support in rendered affidavits, will not defeat a meritorious application for summary judgment." U.S. Pipe & Foundry Co. v. American Arbitration Ass'n, 67 N.J. Super. 384, 399-400 (App. Div. 1961). (Pb16-18)

We reiterate here that in denying Plaintiff summary judgment, the trial court improperly treated Defendant's bare allegations as if they were evidentiary. However, and despite having ample opportunity to do so, Defendant never presented to the trial court in his opposition, his answer, discovery, or during oral argument on

this motion, the actual disputes he had regarding the invoices. He told the trial judge that he had disputes but never articulated any specific dispute or showed any proof that the invoices themselves were wrong. He used bald accusations about the invoices, but those allegations were not supported by testimonial or actual documentary evidence. That is not sufficient to defeat summary judgment. Therefore, the trial court's reliance on Defendant's hollow, generic statements, without actual evidence to support them, was in error. The trial judge made the precise mistake the law governing summary judgment motions was crafted to present. Defendant's bald assertions, without evidential support, cannot defeat Plaintiff's summary judgment motion, and the trial court's deference to Defendant's mere disagreement over the undisputed facts supported by actual evidence was mistaken. (Pb22-27 generally). For these reasons, the trial judge's denial of summary judgment must be reversed, and the motion should be remanded to a new judge to decide impartially and based on governing law.

III. UNDISPUTED BUSINESS RECORDS WERE SUFFICIENT TO GRANT PLAINTIFF RELIEF. (Pa5).

In our Appellate brief, we presented in substantive detail the means, methods and manners by which our undisputed business records were created, generated, and prepared for both Summary Judgment and trial. (Pb29-30) Additionally, there was only bare minimal objections to this evidence by Defendant. (Pb33) Contrary to

Defendant's allegations in his brief (Db19-25), there was never any evidence presented that the records are not trustworthy, nor did the trial court make such a finding, nor did the other side ever make such an argument. The judge was not satisfied with the evidence that the Rules of Evidence compel her to respect, especially without any evidence disputing it. Under the law, the other side is obligated to raise issues respecting our evidence, which can include bona fide challenges to their trustworthiness, which Defendant could have done at trial by calling as a witness the person who made the time entries in the usual court to undermine them. He did not do so. He also did not even seek such evidence in discovery, even from the person who made the time entries. He just relied upon blanket, evidence-free denials (which are assertions, and as such are not evidential) before a judge who demonstrated bias and discrimination against us in his presence. Even if she did not have any bias or discrimination against us, her decisions are incorrect under the law, and her orders must be reversed.

The law governs that when presented as Plaintiff did at trial, the invoices Plaintiff produced and kept in the ordinary course of business are evidence unto themselves of what services were provided to Defendant. Thus, Plaintiff met its burden to obtain the relief sought. The trial judge mistakenly ruled otherwise and dismissed the Complaint. Said decision must be reversed, and the matter should be remanded to a judge who has not already repeatedly revealed its inclination to

dismiss this case instead of decide it fairly, impartially, and on the merits under applicable law. (Pb32-33)

CONCLUSION

Defendant's efforts to send the appellate court on a red herring fishing expedition must fail, as the facts and evidence as presented by Plaintiffs are in accord with the basic requirements as to summary judgment and evidentiary requirements. In conclusion, the trial judge failed when she:

- refused to grant us summary judgment based on Defendant's bald, evidence-free assertions without foundation;
- dismissed the action at trial because – previously unbeknown to us – she required direct testimony when the Rules of Evidence do not; and
- remained a judge of our case despite initially dismissing it on a basis upon which she did not dismiss other, similarly-situated cases.

For these reasons, the trial court's decisions must be reversed, and the matter should be remanded to a different judge with instructions that judges ordinarily do not need: to treat us fairly and decide this matter impartially.

Respectfully Submitted,
THE LAW OFFICE OF RAJEH A. SAADEH, L.L.C.
Attorneys for **Plaintiff-Appellant**

Cynthia L. Dubell