SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-0013-21

GEORGE HAFFERT and
TERESA DOWNEY,

Plaintiffs-Appellants/
Cross-Respondents,

v.

BELL TOWER CONDOMINIUM ASSOCIATION, CAROL BARNOSKY, MARTIN J. MEHL, TARA MEHL, PAUL GLODEK, JILL GLODEK, DOUGLAS MORRISON, and GLORIA MORRISON,

Defendants-Respondents/
Cross-Appellants.

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Argued July 10, 2023 – Decided September 6, 2023

Before Judges Vernoia and Smith.

On appeal from the Superior Court of New Jersey, Law Division, Cape May County, Docket No. L-0478-17.

Dennis A. Estis argued the cause for appellants/cross-respondents (Greenbaum, Rowe, Smith & Davis, LLP, attorneys; Dennis A. Estis, of counsel and on the briefs; Leslie A. Barham, on the briefs).

Jay H. Greenblatt argued the cause for respondent/cross-appellant Bell Tower Condominium Association (Greenblatt & Laube, PC, attorneys; Jay H. Greenblatt, on the briefs).

Judith A. Schneider argued the cause for respondents/cross-appellants Carol Barnosky, Martin J. Mehl, Tara Mehl, Paul Glodek, Jill Glodek, Douglas Morrison, and Gloria Morrison (Posternock Apell, PC, attorneys; Judith A. Schneider, of counsel and on the briefs).

PER CURIAM

In 2018, plaintiffs George Haffert and Teresa Downey executed a settlement agreement with defendants Carol Barnosky, Martin J. Mehl, Tara Mehl, Paul Glodek, Jill Glodek, Douglas Morrison, and Gloria Morrison (the individual defendants) and defendant Bell Tower Condominium Association (the Association). Plaintiffs appeal, and the individual defendants and Association cross-appeal, from a series of Law Division orders entered during litigation following the settlement agreement's execution. For the reasons discussed below, we affirm in part and vacate in part the challenged orders, and remand for further proceedings.

I.

Plaintiffs and the individual defendants share a five-unit condominium. Plaintiffs own the largest unit in the condominium, representing a 28% interest in its undivided common elements. The individual defendants own the four other equally sized units, each of which has an 18% interest in the undivided common elements. The Association's governing documents make "the owners of the five units . . . responsible for their proportionate share of the expenses relating to the maintenance, repair, replacement[,] and operation of the common elements." The governing documents also provide for regular budget meetings, but the Association's board began to neglect that requirement in 1989 and instead allocated expenses according to an "informal[]" system. The informal system worked until "around 2008," when "all of the unit owners" became frustrated and tensions escalated as they debated which procedures to follow and what budgets to enact.

In 2010, the Association approved a special assessment to fund certain capital improvements. Plaintiffs refused to pay their share of the assessment as determined by the Association's board. The Association filed suit against

plaintiffs demanding they pay their share of the assessment, as well as the Association's attorney's fees and costs.

Nearly thirteen years of litigation have ensued. Cooper Levenson, the law firm that first represented the Association in connection with the disputes, filed suit on the Association's behalf in the Law Division. The trial court found "no genuine dispute about the validity of the . . . special assessment or [plaintiffs'] obligation" thereunder and granted summary judgment to the Association. Plaintiffs appealed.

We reversed, finding the matter should have been arbitrated as a "housing-related" dispute pursuant to N.J.S.A. 46:8B-14(k). Bell Tower Condo. Ass'n v. Haffert, 423 N.J. Super. 507, 510 (App. Div. 2012). Retired Superior Court Judge L. Anthony Gibson then heard the case in arbitration, which consumed months of "aggressive" discovery and seven days of hearings between September 2012 and March 2013. Judge Gibson's lengthy decision culminated in twenty-two separate holdings concerning both "governance issues that have plagued . . . this Association" and the parties' financial obligations following the 2010 special assessment.

As relevant to this appeal, the arbitration decision upheld the special assessment and directed plaintiffs pay Cooper Levenson's attorney's fees. Yet,

the decision also found the fees Cooper Levenson requested were unreasonable because they were "grossly disproportionate to the amounts in controversy," the proceeding could have been "avoided," "the initial path . . . chosen by the Association [to file in the Superior Court] was a violation of State law[,]" and the Association "rush[ed] to court . . . without first making a good faith effort to resolve disputes with" plaintiffs. Judge Gibson thus limited the award to "fees and costs . . . incurred from the beginning of the arbitration process . . . through the completion of the post-hearing submissions" and calculated that "amount to [be] $131,489.00." He then found the parties had an "about even" "degree of success" on their claims in arbitration; therefore, he decided plaintiffs were responsible for 28% of half of the $131,489 in attorney's fees awarded in arbitration — a total obligation of $18,585.

The trial court confirmed the arbitration award and determined the Association was entitled to an additional $20,450 for "attorney['s] fees in seeking confirmation of the award." Plaintiffs appealed. We affirmed in part but remanded for the trial court to make findings supporting the $20,450 attorney's fees award. Bell Tower Condo. Ass'n v. Haffert, No. A-3330-13 (App. Div. Jan. 20, 2015) (slip op. at 5).

On remand, the trial court made the requested factfindings, and plaintiffs appealed a third time. Bell Tower Condo. Ass'n v. Haffert, No. A-3330-13 (App. Div. July 16, 2015) (slip op. at 1). In July 2015, we "exercise[d] original jurisdiction" to prevent "further delay" in resolving this controversy, ibid., and decreased plaintiffs' obligation to pay attorney's fees related to confirmation of the arbitration award from $20,450 to $5,217.91, id. at 6.

The Bell Tower condominium saga appeared done. Not so. On May 6, 2017, plaintiffs filed a new complaint alleging the Association and individual defendants failed to comply with the arbitration award and the condominium's governing documents.

The parties later reached a settlement in July 2018, filing a "Stipulation of Settlement and Consent Order of Dismissal with Prejudice and without Costs" (Settlement Agreement) and an attached term sheet in the trial court. In the Settlement Agreement, the parties stipulated they would dismiss all claims in the action "with prejudice and without costs." The parties further agreed the court would appoint Alan Gould, Esq. as a receiver for the Association and permit Gould to retain a certified public accountant (CPA), subject to any party's objection to his hiring decision.

The Settlement Agreement further provided that together with the CPA, Gould was to "review all Association finances back to 2010"; evaluate the special assessments imposed in and subsequent to 2014; calculate "monthly assessments for each unit"; set "an annual budget" for the condominium; "prepare annual financial statements" for the condominium; and "retain a property manager." Gould was also "responsible for paying all invoices owed by the Association, including legal fees." The term sheet provided in part: "Each party shall bear their own costs and fees, with the exception that [p]laintiffs are only responsible for $2,500 of the Association's fees for this litigation."

Perhaps most significantly, the term sheet authorized Gould and the CPA to make "the final decision" as to the amount of each unit owner's financial obligation under the Settlement Agreement. That is, the parties agreed Gould and the CPA were to be the final decision makers on all the issues the parties listed in the Settlement Agreement and term sheet.

At the time the parties negotiated and executed the Settlement Agreement, the Association had disengaged Cooper Levenson as its counsel and retained attorney Sandford Schmidt in the law firm's stead. Schmidt later

certified the parties "intended when [they] settled the litigation" that "Gould and the CPA [would be] the final arbiters" of this dispute.

To that end, Schmidt also certified, "[t]here was no right of review provided" in the Settlement Agreement nor was there "provision . . . made to reject the final decision of the [r]eceiver and the CPA." Schmidt explained no party was

> authorized by the Settlement Agreement to hire their own CPA, nor did the parties contemplate during the settlement negotiations that any party would be able to reject the report of the CPA retained by . . . Gould or hire a counter-expert, nor did the parties contemplate or agree to a court[-]appointed third CPA.

On July 5, 2018, the court entered an order appointing Gould as receiver. The court's written order provided the Association's "current [b]oard members shall resign" and Gould would assume "authority" "without limitation[] . . . to undertake any and all lawful actions as will best and most expeditiously comport the operation of the Association with the terms and provisions of the New Jersey Condominium Act" and the condominium's governing documents.

The court's order also directed Gould to retain a CPA who would "review[] the Association's finances commencing with January 2010" and determine: (1) "what . . . is owed by each unit owner"; (2) whether plaintiffs already paid their "share of the Association's legal fees" pursuant to "a prior

[j]udgment"; (3) whether prior special assessments "were proper" and "used for their intended purpose[s]"; (4) "the pre-arbitration and arbitration amounts of . . . legal invoices" from Cooper Levenson, the law firm which represented the Association in the arbitration, and those invoices' "impact, if any, on monies owed by the unit owners"; and (5) "an annual budget for the [c]ondominium," "monthly assessments for each unit," and "annual financial statements." The order also provided the "[r]eceiver may apply to [the court] at any time . . . for further or other instructions and for further authorization necessary to enable the [r]eceiver to properly fulfill its duties hereunder or to terminate the receivership." (Emphasis added). The order restated the terms of the parties' Settlement Agreement, ordering: "The [r]eceiver and the [a]ccountant shall make the final decision as to what, if anything, is owed by each unit . . . ."

Gould retained George Stauffer as the CPA. No party exercised their "right to reject . . . Gould's choice of CPA . . . ." On August 14, 2019, Stauffer provided a report to Gould concluding plaintiffs owed the Association $55,414.36. Stauffer's report also noted:

> The report . . . should not be considered final. Responsibility for some legal fees remain in question and undetermined. It is our opinion these

> documents . . . should be reviewed by yourself [i.e., Gould] and owners.

Plaintiffs were not satisfied with Stauffer's work. According to plaintiff Downey's certification,

> [t]he report prepared by Mr. Stauffer did not include any financial records or information between the years 2010-2011, and part of 2012, as required by the parties' agreement and the Court Orders. It also failed to review and account for the Cooper Levenson legal bills, the Stipulation of Payment, and all of the correspondence relating thereto, nor did it determine what, if anything, was owed to the Association by the other four unit owners. Mr. Stauffer also failed to consider the expenses incurred by the Association during the past ten years. Mr. Stauffer did not prepare financial statements, disclose liabilities, or calculate monies and/or interest owed by the other unit owners. Mr. Stauffer's report was not prepared in accordance with General Acceptable Accounting Principles . . . .

Following the issuance of Stauffer's report, plaintiffs hired a certified public accountant, Mohammed Salyani, to prepare his own report. Salyani later concluded plaintiffs owed the Association only $4,238.23. In response, Gould filed a motion in the trial court for instructions, noting his authority to do so under the order of July 5, 2018; stating "the application herein is . . . for instructions on a report prepared by [Stauffer], and the decision of the [r]eceiver to rely thereon"; and providing a draft order "approv[ing]" Stauffer's report and ordering plaintiffs to pay "$55,414.36 plus interest . . . ." In other

words, Gould's final decision was to accept Stauffer's report and findings, and Gould sought an order memorializing that decision.

In his application, Gould informed the court of Salyani's report but also explained, at length, Gould's determination Salyani "us[ed] a different method of reviewing expenses that" did not conform to the Settlement Agreement or the condominium's governing documents, and thus "did not show any errors by . . . Stauffer." Plaintiffs, in response, filed a cross-motion "for an [o]rder striking the application filed by [Gould] requesting the [c]ourt's instruction concerning the approval of [Stauffer's] report . . . and for an [o]rder directing that this matter be subject to" further alternative dispute resolution.

During the litigation that ensued following the filing of Gould's motion and plaintiffs' cross-motion, the court issued eight orders that are the subject of the pending appeal. We briefly summarize each order below.

The May 26, 2020 Order

The court did not approve Stauffer's report. By order dated May 26, 2020, the court refused "to compel [p]laintiffs to pay $55,414.36" but also denied plaintiffs' cross-motion for an order directing the parties engage in further alternative dispute resolution. Instead, the court appointed a third "expert accountant . . . to act as a neutral expert" in resolving the

inconsistencies between Stauffer's and Salyani's reports. This order also allocated the court-appointed expert's fees 50% to plaintiffs and 50% to the individual defendants.

The June 1, 2020 Order

On June 1, 2020, the court appointed Michael Bohrer as a "neutral expert" to evaluate Stauffer's and Salyani's reports. The court directed Bohrer to "analyze[] the competing accountant's reports, and advise the court of the reasonableness, or unreasonableness, of the positions taken by each accountant on each and every point raised." The court also directed the parties, Stauffer, and Salyani to "cooperate with . . . Bohrer to the fullest extent practicable." The order reiterated that Bohrer's "fees shall be shared, 50% paid by plaintiffs[] and 50% paid by defendants."

Following entry of the order, Bohrer conducted his analysis and concluded "Salyani's report is . . . more reasonable" than Stauffer's. Bohrer opined Stauffer's report was "unreliable," "disjointed," "internally inconsistent," "lacking support[]," and "inclusive of [irrelevant] information." Bohrer found Salyani's report was "well organized, clearly written," and "inclusive of supporting documentation" despite being "tilted" in plaintiffs' favor. Bohrer recommended the court adopt Salyani's report with two

modifications.[1] Based on Bohrer's suggested modifications to Salyani's report, plaintiffs owed $19,205.91 to the Association.

The September 16, 2020 Order

By order dated September 16, 2020, the court determined it would "discard" Gould's prior submissions and "not consider" them going forward. The court instead invited Stauffer and Salyani to "submit [o]pposition" to Bohrer's report and instructed Bohrer to determine if their opposition "changed" "his opinions." The order reiterated "[t]he parties will continue to be responsible for . . . Bohrer's bill as previously ordered."

Following this order, and as relevant to this appeal, Stauffer's opposition to Bohrer's report stated plaintiffs should pay $18,585 to Cooper Levenson for the individual defendants' legal fees in connection with the 2012-2013 arbitration. Bohrer agreed with Stauffer and recalculated plaintiffs' obligation to be $32,370.46.

The December 22, 2020 Order

Plaintiffs moved, and the individual defendants cross-moved, to enforce the Settlement Agreement. Plaintiffs' motion alleged the individual defendants

[1] The modifications Bohrer suggested would make plaintiffs "share in the Association's legal fees incurred to [Sandford] Schmidt" and would credit insurance proceeds "among all the units."

failed to deliver documents as required by the Settlement Agreement's term sheet.[2] The individual defendants' cross-motion sought reconsideration of the May 26, 2020 order which declined to approve Stauffer's report and the June 1, 2020 order appointing Bohrer, and also sought an order enforcing the Settlement Agreement. The court denied both plaintiffs' motion and the individual defendants' cross-motion.

The January 6, 2021 Order

On January 5, 2021, the court held a case management conference. At the conference, the court proposed "any number of" paths forward for the litigation, including: accepting Bohrer's report; rejecting "all of" Bohrer's, Salyani's, and Stauffer's reports in favor of allowing the court to "come up with [its] own numbers"; or holding a hearing in which each party could bring its "experts or . . . accountants in[,] and [the court] could hear testimony about various accounting issues . . . ."

[2] The motion enumerated various "categories of documents" such as all documentation provided to Gould or Stauffer; all correspondence among Sandford Schmidt, Gould, Stauffer, the property manager, the Association's counsel, and the individual defendants; and documents regarding tax forms, insurance, Cooper Levenson's arbitration-related fees, and "the identity of [a] person" who plaintiffs alleged offered "to pay [the individual defendants] for part of the litigation[.]"

Plaintiffs argued in favor of a hearing. In response, the Association's counsel argued:

> [T]he only benefit of following that course of action is to the coffers of the lawyers involved in this matter. This matter was settled long ago. It was settled to . . . get rid of longstanding litigation and expense to the parties. The course Your Honor chose to take led down a road resulting in your being the fact finder. . . . [E]nough is enough. Let us do written summations, give us a date by which they are all to be simultaneously submitted to you, and then you call it and let's get on with the matters.

Counsel for the individual defendants similarly argued:

> The last thing that [the individual defendants] want is . . . a re-litigation of all issues which . . . [p]laintiffs deem are essential to decide this matter. I agree with [the Association] wholeheartedly, that at this point there is enough information to render a decision. And we didn't agree with the [p]laintiffs going outside the terms of the Settlement Agreement, hiring their own CPA, which was unauthorized and not in conformance with—

The court responded: "I've heard enough of that . . . ."

At the end of the conference, and although it had "discard[ed]" Gould's submissions in its order of September 16, 2020, the court concluded the parties should have "another crack at" contesting Gould's original decision to rely on Stauffer's report. By written order dated January 6, 2021, the court directed

the parties to "submit a brief summarizing their position(s)" on Gould's submission and Stauffer's report.

The May 21, 2021 Order

Based on the papers submitted pursuant to the January 6, 2021 order, the court issued a written order dated May 21, 2021, determining each unit's obligation under the Settlement Agreement. The court used "the [final] amounts determined" in Salyani's report as the "baseline of what each unit owner owes." Plaintiffs' baseline was $4,238.23. The court added $18,585 to plaintiffs' baseline for fees it determined plaintiffs owed Cooper Levenson for services provided during the arbitration. The court then credited plaintiffs for: a "charge[] by . . . Salyani for Cooper Levenson's fees"; "insurance proceeds remaining after repairs"; and an arithmetical mistake made during arbitration. As a result, the court determined plaintiffs' final obligation was $12,047.70.

The court also determined the individual defendants' final obligations. Starting with Salyani's baseline number for each of the individual defendants' separate units, and adding credits for Cooper Levenson's fees and "insurance proceeds remaining after repairs," the court determined: Unit 1 owed $7,444.42; Unit 2 owed $8,476.99; Unit 3 owed $7,108.98; and Unit 4 owed $6,281.51.

The court supported its order with a memorandum of decision. The court found Stauffer "[mis]understood the importance of" his job and had submitted "an arithmetic report" rather than "an accountant's report." "On the other hand," the court found Salyani's "detailed report" "more complete and trustworthy" because it adhered to the "specific requirements" of the Settlement Agreement, "determined what each of the unit owners owed, and addressed the important issues."

The July 23, 2021 Orders

On July 23, 2021, the court entered a written order directing the individual defendants to "reimburse [p]laintiffs for their share of" Stauffer's fees and denied the individual defendants' motion to reconsider the May 21, 2021 order.[3] The same day, in a second written order, the court entered judgments ordering Unit 1 to pay the Association $7,444.42; Unit 2 to pay the Association $8,476.99; Unit 3 to pay the Association $7,108.98; Unit 4 to pay the Association $6,281.51; and plaintiffs to pay the Association $12,047.70.

This appeal followed. On appeal, the Association argues the court was limited to the enforcement of the Settlement Agreement and thus erred by

[3] This order directing the reimbursement and denying the motion to reconsider was erroneously dated July 23, 2020.

departing from that agreement's terms by usurping Gould's agreed-upon role as the final decisionmaker on the parties' respective financial obligations to the Association.

Plaintiffs make numerous arguments, most of which are based on claims the court erred in its allocation and calculation of the amounts they owe for the 2010 special assessment, attorney's fees to Cooper Levenson, and experts' fees. Plaintiffs also argue the court erred by denying their motion to enforce the Settlement Agreement.

The individual defendants argue the court should have approved Stauffer's report and the court improvidently denied their cross-motion for reconsideration. They also challenge the court's allocation of responsibility for experts' fees, arguing plaintiffs should bear the full cost of Salyani's fees and share in the cost of Stauffer's fees.

II.

Appellate courts review the trial court's factual findings under a deferential standard. Balducci v. Cige, 240 N.J. 574, 595 (2020). "[F]indings by a trial court are binding on appeal when supported by adequate, substantial, credible evidence." Gnall v. Gnall, 222 N.J. 414, 428 (2015). By contrast, "[a] trial court's interpretation of the law and the legal consequences that flow

from established facts are not entitled to any special deference." Manalapan Realty, L.P. v. Twp. Comm. of Twp. of Manalapan, 140 N.J. 366, 378 (1995). Interpretation of contracts is reviewed de novo. Serico v. Rothberg, 234 N.J. 168, 178 (2018).

A.

"Settlement of litigation ranks high in our public policy." Savage v. Twp. of Neptune, 472 N.J. Super. 291, 305 (App. Div. 2022) (quoting Nolan v. Lee Ho, 120 N.J. 465, 472 (1990)). The strong public policy favoring settlements "rests on the recognition that 'parties to a dispute are in the best position to determine how to resolve a contested matter in a way which is least disadvantageous to everyone.'" Gere v. Louis, 209 N.J. 486, 500 (2012) (quoting Impink ex rel. Baldi v. Reynes, 396 N.J. Super. 553, 563 (App. Div. 2007)). Moreover, "settlement of disputes . . . 'spares the parties the risk of an adverse outcome and the time and expense — both monetary and emotional — of protracted litigation.'" Kernahan v. Home Warranty Adm'r of Florida, Inc., 236 N.J. 301, 323 (2019) (quoting Willingboro Mall, Ltd. v. 240/242 Franklin Ave., L.L.C., 215 N.J. 242, 253-54 (2013)). In furtherance of this policy, "we 'strain to give effect to the terms of a settlement wherever possible.'" Capparelli v. Lopatin, 459 N.J. Super. 584, 603 (App. Div. 2019) (quoting

Brundage v. Est. of Carambio, 195 N.J. 575, 601 (2008)); see also Schmoll v. J.S. Hovnanian & Sons, LLC, 394 N.J. Super. 415, 420 (App. Div. 2007) ("Settlements are encouraged and should bring finality to litigation.").

A settlement agreement is "governed by [the general] principles of contract law." Savage, 472 N.J. Super. at 305 (alteration in original) (quoting Globe Motor Co. v. Igdalev, 225 N.J. 469, 482 (2016)). "An agreement to settle a lawsuit is a contract which, like all contracts, may be freely entered into and which a court, absent a demonstration of 'fraud or other compelling circumstances,' should honor and enforce as it does other contracts." Brundage, 195 N.J. at 600-01 (quoting Pascarella v. Bruck, 190 N.J. Super. 118, 124-25 (App. Div. 1983)). "It is not the function of the court to rewrite or revise an agreement when the intent of the parties is clear." Quinn v. Quinn, 225 N.J. 34, 45 (2016) (citing J.B. v. W.B., 215 N.J. 305, 326 (2013)). Thus, "when the intent of the parties is plain and the language is clear and unambiguous, a court must enforce the agreement . . . ." Ibid.; see also N.J. Transit Corp. v. Certain Underwriters at Lloyd's London, 461 N.J. Super. 440, 463 (App. Div. 2019) (citing Cypress Point Condo. Ass'n, Inc. v. Adria Towers, L.L.C., 226 N.J. 403, 415 (2016)) ("[T]he court cannot make a new and better contract for [the parties] than they made for themselves.").

Here, the court first recognized the covenants in the parties' Settlement Agreement and attached term sheet by memorializing those covenants in its July 5, 2018 order. The Settlement Agreement clearly and unambiguously vested Gould and the CPA he selected with the authority to make "the final decision" concerning the parties' financial obligations to the Association. There is no language in the Settlement Agreement, term sheet, or the court's July 5, 2018 order providing for a "reasonableness" review of Gould's decision or subjecting Gould's final decision-making authority to the scrutiny of a third party, such as Salyani, Bohrer, or the court. Although plaintiff Downey certified before the trial court "[i]t was never the intention that the report issued by [Stauffer] would not be subject to criticism and appeal," we find nothing in the terms of the Settlement Agreement or term sheet supporting that contention. See Brawer v. Brawer, 329 N.J. Super. 273, 283 (App. Div. 2000) (noting a contracting party's "different, secret intention from that outwardly manifested" is immaterial to the enforceability analysis of a contract (quoting Hagrish v. Olson, 254 N.J. Super. 133, 138 (App. Div. 2000))).

Perhaps more importantly, even assuming Stauffer's report was properly subject to criticism and attack, the Settlement Agreement did not provide for the resolution of such a challenge in court. Instead, the Settlement Agreement,

and the court's July 5, 2018 order, plainly and unambiguously provide that Gould, not the court, is the "final" decisionmaker as to the resolution of all such issues.

Indeed, "final" is variously defined as "[u]ltimate and definitive," Webster's II New College Dictionary 428 (3d ed. 2005); "not to be altered or undone," and "of or relating to a concluding court action or proceeding," Merriam-Webster's Collegiate Dictionary 469 (11th ed. 2020). These definitions are consistent with the certification of Sandford Schmidt, who stated the parties did not intend to create — and the Settlement Agreement did not contain — any "provision . . . to reject the final decision" of Gould and the CPA or to subject them to review by a "counter-expert" or the court.

The trial court nonetheless failed to honor and give effect to the plain language of the Settlement Agreement, and its own order. Taking on the role of fact-finder the parties agreed to exclusively vest in Gould, the court ignored the Settlement Agreement's plain language by "discard[ing]" Gould, appointing Bohrer and usurping Gould's appointment of his own CPA as required by the agreement, later rejecting Bohrer to afford the parties "another crack at" litigating Gould's decision before the court, and finally rejecting both Gould and Bohrer to make its own adjustments to Salyani's "baseline."

Most simply stated, the parties agreed Gould would be the final decisionmaker concerning the sums due to the Association, but the court disregarded the parties' contract and determined it would make the final decisions itself. In so doing, the court ignored the Association's and the individual defendants' arguments that it had strayed from the clear terms of the agreement of the parties, who were "in the best position to determine how to resolve [this] contested matter in a way which [was] least disadvantageous to everyone[,]" Gere, 209 N.J. at 500 (quoting Reynes, 396 N.J. Super. at 563), and exposed them to "the time and expense — both monetary and emotional — of protracted litigation" they had mutually agreed to avoid, Kernahan, 236 N.J. at 323 (quoting Willingboro Mall, Ltd., 215 N.J. at 253-54).

Plaintiffs seek to justify the court's participation by arguing Stauffer did not correctly perform under the Settlement Agreement and thus "necessitated" Salyani's participation and the court's intervention. Irrespective of their complaints regarding Stauffer, plaintiffs fail to cite any authority showing the court properly disregarded the Settlement Agreement's plain language, which, as noted, vested Gould with the final decision-making authority.[4] See State v.

[4] We find nothing in the parties' agreement or the July 5, 2018 order prohibiting any party's submission of material — such as Salyani's report — to

Hild, 148 N.J. Super. 294, 296 (App. Div. 1977) (holding parties have a duty to justify their positions by specific reference to legal authority). Thus, it remains that Gould was the individual to whom any claims about the adequacy of Stauffer's report should have been directed because the parties agreed he had the final decision-making authority to do so. See Quinn, 225 N.J. at 45 ("when the intent of the parties is plain and the language is clear and unambiguous, a court must enforce the agreement").

Moreover, the parties and the court alike made express provision for Gould to "apply to [the court] at any time . . . for further or other instructions and for further authorization necessary to . . . properly fulfill [his] duties . . . ." That is precisely what Gould did. The court should have responded by giving Gould instructions to act in accordance with the Settlement Agreement and July 5, 2018 order — not by commandeering Gould's decision-making authority and transporting the parties beyond the four corners of the Settlement Agreement and into seemingly endless litigation the Settlement Agreement was clearly intended to avoid. See ibid.; cf. Tuttle v. State Mut. Liab. Ins. Co., 2 N.J. Misc. 973, 974 (N.J. Ch. 1924) ("A receiver . . . is of course entitled to

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Gould for the purpose of challenging Stauffer's report and allowing Gould, as the agreed-upon final decisionmaker, to fulfill that role.

the assistance and instruction of the court . . . but the receiver must still perform his . . . duties").

In short, "when the intent of the parties is plain and the language is clear and unambiguous, a court must enforce" a settlement agreement. Quinn, 225 N.J. at 45. The court therefore erred when it usurped Gould's final decision-making authority. See ibid.; see also Certain Underwriters at Lloyd's London, 461 N.J. Super. at 462 (citing Cypress Point Condo. Ass'n, Inc., 226 N.J. at 415) ("[T]he court cannot make a new and better contract for [the parties] than they made for themselves.").

Accordingly, we vacate the appealed-from orders to the extent they depart from the terms of the parties' agreement. More particularly, we vacate the entirety of the orders of December 22, 2020; January 6, 2021; May 21, 2021; and all judgments entered in the second July 23, 2021 order. We also vacate the orders of May 26, 2020; June 1, 2020; September 16, 2020; and the first order of July 23, 2021, except as we explain in the subsections of this opinion below. We vacate these orders and remand this case so the court may: give Gould the instructions requested; permit Gould to complete his work and make all the final decisions for which the parties authorized him to do so, including addressing any deficiencies in Stauffer's report claimed by the

parties; and give full effect to the parties' agreement and term sheet, which give Gould final decision-making authority. See Quinn, 225 N.J. at 45 (citing J.B., 215 N.J. at 326).

B.

Under the American rule, litigants typically bear their own legal fees, Est. of Burns by and through Burns v. Care One at Stanwick, LLC, 468 N.J. Super. 306, 321 n.4 (App. Div. 2021), including the fees of experts, Josantos Const. v. Bohrer, 326 N.J. Super. 42, 47-48 (App. Div. 1999) (citing N.J.S.A. 54:51A-22). "The general rule is that litigants bear their own expenses for [expert] fees . . . , except where specifically authorized by statute, rule, or agreement." Id. at 47-48 (citing Velli v. Rutgers Cas. Ins. Co., 257 N.J. Super. 308, 309 (App. Div. 1992)).

When the court "appoint[s] an expert to aid . . . in resolving issues," the court may "provide for the expert's compensation" by allocating their fees among the parties. Wolfson v. Bonello, 270 N.J. Super. 274, 295 (App. Div. 1994) (collecting cases). The decision to allocate a court-appointed expert's fees is committed to the court's discretion. Platt v. Platt, 384 N.J. Super. 418, 429 (App. Div. 2006). "[A]n abuse of discretion arises when a decision is made without a rational explanation, inexplicably departed from established

polices, or rested on an impermissible basis." In re B.B., 472 N.J. Super. 612, 619-20 (App. Div. 2022) (quoting State v. R.Y., 242 N.J. 48, 65 (2020)).

Stauffer's Fees

Gould retained Stauffer pursuant to the Settlement Agreement, term sheet, and the court's July 5, 2018 order. Plaintiffs had the ability to object to Gould's hiring of Stauffer, but failed to do so. The Settlement Agreement and term sheet do not expressly provide for an allocation of Stauffer's fees; yet, the court ordered the individual defendants to "reimburse [p]laintiffs for their share of" Stauffer's fees.

The individual defendants argue the court erred in doing so. More particularly, they argue plaintiffs should share in Stauffer's fees because Stauffer was the "independent CPA . . . retained by [Gould]" on behalf of the Association, which includes plaintiffs; plaintiffs "had no objection to" Stauffer until after he produced his report; and plaintiffs' challenge to Stauffer's report is "frivolous." Plaintiffs argue the court "was well within its discretion" when it ordered the reimbursement and plaintiffs maintain Stauffer's report "was unreliable" and "deficient."

We are convinced the individual defendants are correct. Because plaintiffs entered into the Settlement Agreement pursuant to which Gould

retained Stauffer, and because plaintiffs are members of the Association on whose behalf Stauffer made his findings, plaintiffs should share in Stauffer's fees. The court erred by ordering the individual defendants to "reimburse [p]laintiffs for their share of" Stauffer's fees. Gould should determine plaintiffs' share of Stauffer's fees in his role as final decisionmaker over the sums due to the Association by the unit owners. We therefore vacate the orders requiring defendants to reimburse plaintiffs for their fair share of Stauffer's fees, the allocation of which shall abide Gould's final decision on that issue. See Bohrer, 326 N.J. Super. at 47-48 (citing Velli, 257 N.J. Super. at 309) (allowing litigants to share "expenses for [expert] fees . . . where specifically authorized by . . . agreement.").

Salyani's Fees

After receiving Stauffer's report, plaintiffs introduced Salyani into this controversy on their own initiative. The court later denied plaintiffs' request to order the individual defendants to pay 72% of Salyani's fees. Plaintiffs argue this was error because Gould and Stauffer's "failings . . . necessitated" Salyani's participation, and therefore "[e]quity demands" the individual defendants reimburse plaintiffs for Salyani's fees. The individual defendants

argue Salyani's "fees should be borne by the part[ies] that retained him; namely," plaintiffs.

We are satisfied plaintiffs should bear the full cost of Salyani's fees. He served as plaintiffs' expert and "[t]he general rule is that litigants bear their own expenses for [expert] fees." Ibid. We discern no basis for a departure from that general rule here.

Bohrer's Fees

The court allocated Bohrer's fees equally: that is, "50% paid by plaintiffs, and 50% paid by defendants." Plaintiffs argue this equal allocation was error. They contend Bohrer was necessary only because Gould and Stauffer "failed" to perform under the Settlement Agreement, and it is therefore "nonsensical" to require plaintiffs shoulder half Bohrer's fees. According to plaintiffs, "equity requires" they pay Bohrer only to the extent of their share in the condominium's common elements — that is, 28% of Bohrer's fees rather than 50%. Plaintiffs also claim Bohrer's report is part of a "housing-related" proceeding, because the report centered on Cooper Levenson's fees for the arbitration pursuant to N.J.S.A. 46:8B-14(k). See Haffert, 423 N.J. Super. at 510.

The individual defendants maintain the court did not err in its fee allocation. They argue plaintiffs' "generalized appeal to 'equity'" does not satisfy their burden to show the trial court abused its discretion, and plaintiffs' attempt to characterize the dispute as housing-related "stretches the definition of 'housing related' to an untenable extreme." We agree.

The court did not abuse its discretion by allocating equal portions of Bohrer's fees to plaintiffs and the individual defendants. The written order appointing Bohrer — which the court entered months before Bohrer conducted his analysis — specified his fees would be "shared[] 50% paid by plaintiffs, and 50% paid by defendants," and the court reiterated this allocation in its two subsequent written orders. The court then tasked Bohrer with evaluating two competing reports: one which favored plaintiffs, and another which favored the individual defendants. Although the dispute was among unit owners in a condominium association, the litigation before the court centered on a dispute about the Settlement Agreement and term sheet, not a housing dispute as claimed by plaintiffs.

We are satisfied the court's decision to split Bohrer's fee equally between plaintiffs and the individual defendants is supported by a rational explanation, did not "inexplicably depart[] from established policies," and did not "rest[] on

an impermissible basis." B.B., 472 N.J. Super. at 619-20 (quoting R.Y., 242 N.J. at 65). We therefore affirm the court's orders splitting those fees equally between plaintiffs and the individual defendants.

C.

Next, plaintiffs argue the court "misinterpreted" the extent of plaintiffs' obligation to pay Cooper Levenson's legal fees under the arbitration award. Plaintiffs' argument centers on an alleged conspiracy between Cooper Levenson and the individual defendants. According to plaintiffs, the individual defendants colluded with Cooper Levenson to mislead the court into believing the individual defendants paid "$132,000 . . . to Cooper Levenson [for] the arbitration" when, in fact, they had "covertly settled" with Cooper Levenson to reduce their legal fees from $132,000 to $40,000. Plaintiffs thus contend the individual defendants paid only $40,000 for Cooper Levenson's arbitration related fees, whereas the balance — that is, $92,000 — belonged to "legal fees not related to the arbitration."

The individual defendants dispute "[p]laintiffs' attempts to prove fraud," "collusion[,] or scheme" as unsupported by evidence. They note "a full accounting of fees paid to Cooper Levenson" demonstrates the individual defendants "had already paid $92,612.83 . . . prior to the [S]ettlement

[A]greement" and later paid Cooper Levenson "an additional $40,000 as a result of the [S]ettlement [A]greement."

We begin by noting plaintiffs provide no legal authority suggesting we have jurisdiction to disturb the arbitration award, which the trial court confirmed in 2013 and we partially upheld in two separate appeals in 2015. Haffert, No. A-3330-13 (App. Div. Jan. 20, 2015) (slip op. at 5); Haffert, No. A-3330-13 (App. Div. July 16, 2015) (slip op. at 6). We also note plaintiffs filed a new lawsuit in 2017 and dismissed all claims in that action with prejudice in 2018. Now on their fourth appeal to this court, plaintiffs offer a tale of financial skullduggery without a single citation to law or competent evidence establishing we can or should modify the award of attorney's fees to Cooper Levenson.

This alone constrains us to dismiss any claim plaintiffs may have regarding the extent of their obligation to pay Cooper Levenson's legal fees. See Nextel of N.Y., Inc. v. Englewood Cliffs Bd. of Adj., 361 N.J. Super. 22, 45 (App. Div. 2003) (holding the court will not consider an issue based on mere conclusory statements). Our legal system "require[s]" parties to support their claims with "an adequate legal argument." 700 Highway 33 LLC v. Pollio, 421 N.J. Super. 231, 238 (App. Div. 2011). Arguments are "entirely

inadequate" where they present "no more than [a] bare statement, supported by no argument or citation of cases." Shaw v. Calgon, Inc., 35 N.J. Super. 319, 329 (App. Div. 1955); see also Hild, 148 N.J. Super. at 296 (holding parties have a duty to justify their positions by specific reference to legal authority). Moreover, regarding a party's failure to cite any legal authority under a point heading, this court has noted:

> Paucity of such reference suggests a like paucity of authority helpful to the party. The absence of any reference to the law, as here, suggests as well a regrettable and reprehensible indifference on the part of the brief writer not only to the rules but to the interest of the client as well.
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> [Sackman v. New Jersey Mfrs. Ins. Co., 445 N.J. Super. 278, 297 (App. Div. 2016) (quoting State v. Hild, 148 N.J. Super. 294, 296 (App. Div. 1977)).]

We separately find the record lacks support for the conspiracy plaintiffs allege. The certification of Sandford Schmidt explains the Association agreed with Cooper Levenson to pay "$132,612.83[] in total and final satisfaction of the arbitration work." At the time they made this agreement, "[t]he Association had already paid $92,612.83 to Cooper Levenson" for fees related to the arbitration. Thus, a balance of $40,000 remained. The Stipulation of Payment between the Association and Cooper Levenson, attached to plaintiff Downey's certification on appeal, confirms the Association agreed to pay

"$40,000.00 . . . in compromise of the outstanding balance due for all legal fees allegedly due to [Cooper Levenson] in the sum of $132,735.08." The arbitrator found plaintiffs responsible for 28% of half the total sum of the fees — that is, $18,585. We are satisfied there is no competent evidence of the "fraud," "collusion[,] or scheme" on which plaintiffs' argument rests. We reject the argument on that basis.

D.

A paragraph handwritten into the Settlement Agreement's term sheet reads: "Current [b]oard members shall provide all financial and other relevant documents to [Gould] and/or [the] CPA. All unit owners shall be entitled to review any documents provided to [Gould] and/or the CPA." Before the trial court, plaintiff Downey certified Gould and the individual defendants "failed to provide" certain "categories of documents" for her to review. Plaintiffs moved for an order compelling Gould and the individual defendants to produce those documents.

Plaintiff Downey certified the missing "categories of documents" include: all documentation provided to Gould or Stauffer; all correspondence among Schmidt, Gould, Stauffer, the property manager, the Association's counsel, and the individual defendants; all documents provided to Gould by

one of the individual defendants, Martin J. Mehl; "correspondence and agreements" among Sandford Schmidt, the Association, and the individual defendants regarding Schmidt's fees; "correspondence and agreements between Cooper Levenson and Bell Tower" regarding "Cooper Levenson's representation of the Association" in arbitration; "correspondence and agreements relating to Steven Scherzer's representation to the [individual defendants] that he had found someone to pay for part of the litigation, including the identity of the person"; "documents . . . the Association received from the bonding company relating to [p]laintiffs' payment in 2016, including tax forms"; and "documents relating to the procurement of D&O [Director and Officer] insurance . . . ."

In response to plaintiffs' motion, Gould certified that Martin J. Mehl delivered "four banker boxes" to him in September 2018, which Mehl represented contained "all of the documents available from the [Association's board] affecting the finances and operation of the condominium." According to Gould, plaintiff Downey reviewed those boxes on four separate dates in October 2018 and August 2019. Gould also certified the categories of documents sought in plaintiffs' motion had either "long ago been" provided to them, or were "not documents to which . . . plaintiffs are entitled to review

pursuant to" the Settlement Agreement. Gould opined plaintiffs' motion was "the product of a mindset that considers this case to be ongoing litigation instead of a settled matter . . . ."

At oral argument on plaintiffs' motion, the individual defendants asserted they had properly complied with plaintiffs' requests for documents and offered to provide certifications to that effect. The court, for its part, expressed "grave concerns about the timeliness of this motion" and noted the motion "looks . . . like . . . a reason to just continue and continue and continue" the Bell Tower controversy. Following oral argument, the court stated:

> [T]he [c]ourt finds . . . [p]laintiff was given the opportunity to review the documents provided to the [r]eceiver and . . . accountant. And, in fact, she must have done that. I recall the . . . May motion or whenever we had that hearing that I was quite concerned and I think it was one of the reasons that I granted the [p]laintiffs' motion, was because they were documents that I recall the [o]rder or the [s]tipulation saying were supposed to be reviewed that weren't reviewed by . . . the accountant, and specifically some of those bank statements and . . . other documents. And that was one of the material facts upon which I based my . . . ruling.
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> So I believe that a strict reading of the Settlement Agreement indicates that [p]laintiffs have had the opportunity to review the documents provided to the [r]eceiver and . . . the accountant. So I'm going to deny the [p]laintiffs' motion.

The court then continued:

> Additionally[,] however, the [c]ourt is very mindful that this litigation . . . has gone on for years . . . [and] this [motion] would be akin to . . . filing a motion to compel responses to a request to produce . . . after th[e] discovery deadline has passed . . . . I just feel that the motion is not timely filed, particularly in light of the fact that the [p]laintiff was aware of this issue . . . for a long time . . . and filing a motion at this point is not in . . . the interest of justice.
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> If I were to grant this motion and . . . there were additional documents produced[,] . . . everything that has been done . . . , including having various accountant reports, . . . would have been [for] naught . . . [and] I just don't see how granting the [p]laintiffs' motion would help get this case to . . . its appropriate and just resolution. So I'm going to deny the [p]laintiffs' motion.

On appeal, plaintiffs challenge the denial of their motion. Their brief includes a recitation of "the contract principles applicable to settlement agreements" and argues the denial was "an abuse of discretion . . . ." Plaintiffs contend the court's decision was erroneous, given that: the court did not consider whether the Association's board provided Gould all "documents and other materials affecting the finances and operation of the [c]ondominium"; the decision was untethered to evidence; and the decision was unduly motivated by an interest in "bring[ing] the matter to a close."

It is unclear whether the court decided the motion under legal principles applicable to contracts, discovery under the Rules of Court, or both. In its analysis of the motion, the court's references to a "strict reading" of the agreement and plaintiffs' reliance on "contract principles applicable to settlement agreements" suggest the court and plaintiffs considered plaintiffs' motion as one to enforce the Settlement Agreement's document production requirement. See Air Master & Cooling, Inc. v. Selective Ins. Co. of Am., 452 N.J. Super. 35, 43 (App. Div. 2017) ("[T]he interpretation of contracts and their construction are matters of law for the court" to decide (quoting Duddy v. Gov't Emps. Ins. Co., 421 N.J. Super. 214, 217-18 (App. Div. 2011))); see also Phoenix Pinelands Corp. v. Davidoff, 467 N.J. Super. 532, 647-48 (App. Div. 2021) (describing the court's role in interpreting contracts).

By contrast, the court's reference to the "timeliness" of plaintiffs' motion and plaintiffs' framing of the court's denial as an "abuse of discretion" suggests the court and plaintiffs also considered the motion as one to compel discovery under the Rules of Court. Compare Serico, 234 N.J. at 178 (noting we review the interpretation of contracts de novo) with Est. of Lasiw by Lasiw v. Pereira, 475 N.J. Super. 378, 392 (App. Div. 2023) (noting we review a court's determination of discovery issues for an abuse of discretion).

Complicating this matter further, the court concluded both its "strict reading" and "timeliness" analyses by repeating the line, "So I'm going to deny the [p]laintiffs' motion," without finding any facts or rendering any legal conclusions supporting its determination.

Rule 1:7-4 "requir[es] the motion judge to make factual findings that are supported by the record and explain legal conclusions in a manner amenable to appellate review." Terranova v. Gen. Elec. Pension Tr., 457 N.J. Super. 404, 409 (App. Div. 2019) (citing R. 1:7-4(a)). "A judge's fact-finding must explain 'how and why the ultimate conclusion was drawn'" because a reviewing court "may 'expect' that a trial court's fact-findings will adequately address the 'disputed issues' among the parties." In re D.L.B., 468 N.J. Super. 397, 416 (App. Div. 2021) (quoting N.J. Div. of Youth & Fam. Servs. v. H.P., 424 N.J. Super. 210, 230 (App. Div. 2011)). "Failure to make explicit findings and clear statements of reasoning 'constitutes a disservice to the litigants, the attorneys, and the appellate court.'" Ibid. (quoting Gnall, 222 N.J. at 428).

Here, the court did not make the requisite findings supporting its denial of plaintiffs' motion to compel the production of the documents to which they contend they are entitled.

We thereby vacate the December 22, 2020 order to the extent it denied plaintiffs' motion and remand for reconsideration of plaintiffs' motion anew. See D.L.B., 468 N.J. Super. at 416 (first quoting H.P., 424 N.J. Super. at 230; and then quoting Gnall, 222 N.J. at 428); R. 1:7-4. We add the following comments.

To the extent the court considered plaintiffs' motion as presenting a request to resolve a discovery dispute, it should have been denied by the court because, as we have explained, resolution of the dispute between the parties under the Settlement Agreement was vested solely with Gould and therefore should not have been the subject of ongoing litigation before the court. In contrast, to the extent the motion sought to compel defendants' compliance with the terms of the Settlement Agreement and term sheet, it was a request for relief properly presented to the court for disposition. See Air Master & Cooling, Inc., 452 N.J. Super. at 43 (quoting Duddy, 421 N.J. Super. at 217-18); Davidoff, 467 N.J. Super. at 647-48. In any event, the court's decision on the motion was incomplete because it did not include the statement of findings of fact and legal conclusions required under Rule 1:7-4.

It is clear the court considered whether plaintiffs were able to "review any documents provided to" Gould and Stauffer, but that is not all the term

sheet requires. The paragraph under which plaintiffs moved also requires the Association's board members "provide all financial and other relevant documents to [Gould] and/or" Stauffer. (Emphasis added). We do not understand the court's decision to have considered whether the board members complied with that provision. Moreover, having compared the certifications of Gould and plaintiff Downey, it appears the Association and plaintiffs dispute what constitutes a "relevant document[]" — an issue of contract interpretation which may require further factfinding. See ibid.; D.L.B., 468 N.J. Super. at 416 (quoting H.P., 424 N.J. Super. at 230) ("a trial court's fact-findings [must] adequately address the 'disputed issues' among the parties").

In sum, we vacate the court's order denying plaintiffs' motion to compel defendants to turn over documents in accordance with the Settlement Agreement, and we remand for the court to determine the motion anew because it involves an issue of contract enforcement within the court's authority.

E.

The individual defendants also present an argument concerning a cross-motion for reconsideration apparently filed on July 15, 2021. The individual defendants claim their cross-motion sought reconsideration "of the [trial]

court's May 21, 2021 [o]rder . . . regarding the post-arbitration fees owed by [p]laintiffs" that were the subject of plaintiffs' second and third appeals to this court in 2015. On July 23, 2021, the court denied the individual defendants' cross-motion.

Plaintiffs deny the individual defendants "ever made a [m]otion for reconsideration" and argue "[i]t is unclear . . . exactly what the individual defendants are arguing or appealing."

Plaintiffs incorrectly deny the individual defendants filed a cross-motion for reconsideration. The court's denial of the cross-motion, as reflected in the first July 23, 2021 order, demonstrates a fortiori the existence of the cross-motion. Even so, the arguments presented in the individual defendants' merits brief and reply brief consist of nothing more than conclusory statements about what the cross-motion purportedly sought, without any citations to the record referencing the cross-motion, a notice of motion, or any exhibits filed in support of the cross-motion. "We are thereby in no position to fairly consider [the] issue" and decline to do so. D'Ercole v. Mayor and Council of Borough of Norwood, 198 N.J. Super. 531, 542 (App. Div. 1984).

Alternatively, we note the individual defendants do not cite to any law to support their arguments under this issue, which constrains us to reject their

arguments concerning the cross-motion on appeal. See Hild, 148 N.J. Super. at 296; Nextel of N.Y., Inc., 361 N.J. Super. at 45; Sackman, 445 N.J. Super. at 297. We therefore affirm the first order entered on July 23, 2021 to the extent it denied the individual defendants' cross-motion.

F.

Recognizing the complexity of the court orders at issue and the appeals taken therefrom, we provide a summary of our decision.

We affirm the court's orders to the extent they allocated Bohrer's fees. More particularly, and only insofar as they allocate Bohrer's fees, we affirm the orders May 26, 2020; June 1, 2020; and September 16, 2020 orders. Bohrer's fees will be split equally: plaintiffs shall pay 50% and the individual defendants collectively shall pay 50%.

Regarding the individual defendants' cross-motion for reconsideration, we find "[w]e are . . . in no position to fairly consider [the] issue" because the individual defendants do not cite to the cross-motion, a notice of motion, or any exhibits in support of the motion, D'Ercole, 198 N.J. Super. at 542, and we are nevertheless constrained to dismiss the individual defendants' claim because they do not provide a single legal citation to support it, see Nextel of

N.Y., Inc., 361 N.J. Super. at 45. We therefore also affirm the first July 23, 2021 order to the extent it denied the cross-motion.

We vacate the remainder of the appealed-from orders — more particularly, the orders of: May 26, 2020; June 1, 2020; September 16, 2020; December 22, 2020; January 6, 2021; May 21, 2021; and July 23, 2021. We vacate these orders and remand so the court may: to the extent necessary, instruct Gould regarding how to complete his work in accordance with the terms of the Settlement Agreement, term sheet, and July 5, 2018 order; give effect to the parties' Settlement Agreement and term sheet; and reconsider anew plaintiffs' motion to compel the production of documents under the term sheet. See D.L.B., 468 N.J. Super. at 416 (first quoting H.P., 424 N.J. Super. at 230; and then quoting Gnall, 222 N.J. at 428); R. 1:7-4.

We also conclude the court erred by ordering the individual defendants to "reimburse [p]laintiffs for their share of" Stauffer's fees, and direct Gould to determine plaintiffs' share, if any, of Stauffer's fees. See Bohrer, 326 N.J. Super. at 47-48 (citing Velli, 257 N.J. Super. at 309). Plaintiffs should bear the full cost of Salyani's fees, because "[t]he general rule is that litigants bear their own expenses for [expert] fees." Ibid.

Regarding plaintiffs' challenge to the attorney's fees due to Cooper Levenson, we dismiss this claim because plaintiffs do not provide a single legal citation to support it, see Nextel of N.Y., Inc., 361 N.J. Super. at 45, and the record belies the claim.

To the extent we have not addressed any of the parties' remaining arguments, we find they are without sufficient merit to warrant discussion in a written opinion. R. 2:11-3(e)(1)(E).

Affirmed in part, vacated in part, and remanded for further proceedings in accordance with this opinion. We do not retain jurisdiction.