

**NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION**

This opinion shall not "constitute precedent or be binding upon any court." Although it is posted on the internet, this opinion is binding only on the parties in the case and its use in other cases is limited. R. 1:36-3.

**SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-2999-21**

**MICHAEL ELLIOT ADJMI,
AMERICAN DREAM FURNITURE,
INC., NATIONAL HOME
FURNITURE, INC., NEW PLAZA
FURNITURE, INC., and
MURAN KASSIN, a/k/a
MARK ESSES,**

Plaintiffs-Respondents,

and

FRED HARARI,

Plaintiff-Appellant,

v.

**NATIONAL PAYMENT SYSTEMS,
INC., d/b/a CONCORD PAYMENT
SYSTEMS,**

Defendants-Respondents.

Submitted April 18, 2023 – Decided July 14, 2023

Before Judges Summers and Chase.

On appeal from the Superior Court of New Jersey, Law Division, Bergen County, Docket No. L-2126-06.

Broege, Neumann, Fischer & Shaver, LLC, attorneys for appellant (Timothy P. Neumann and Geoffrey P. Neumann, on the brief).

Respondents have not filed a brief.

PER CURIAM

Plaintiff appeals the Law Division's order denying his motion to vacate a February 26, 2010 lien on his marital property. The lien arises from defendant's March 6, 2009 judgment in the amount of \$97,542.86, plus pre-judgment interest of \$36,090.86 and attorneys' fees of \$150,000.¹ In her April 19, 2022 written decision attached to her order of the same date, the judge rejected plaintiff's

¹ On September 24, 2021, the trial court entered an order denying plaintiff's motion to declare the March 6, 2009 judgment was not a lien on the marital home, citing defective service. The court further directed plaintiff to provide more information about an arbitration award entered in the related underlying matter, National Payment System, Inc. v. American Dream Furniture, Inc., BER-L-4956-03, if he chose to refile. Plaintiff was able to locate and serve the registered agent for National Home Furniture and American Dream Furniture but was unable to provide the arbitration award. He received a January 24, 2022 letter from the Administrative Office of the Courts, explaining the requested materials had been destroyed in accordance with its record retention schedule. The September 24 order was not appealed.

contention the judgment could not be a lien on property held as a tenancy by the entirety.²

The Law Division judge reasoned the judgment cannot affect or alienate plaintiff's wife's interest in the property during their marriage, but a lien still exists on his interest. The judge found plaintiff's reliance on Jimenez v. Jimenez, 454 N.J. Super. 432 (App. Div. 2018) was misplaced. Jimenez, according to the judge, held N.J.S.A. 46:3-17.4³ "prohibits an unsecured creditor of one spouse from forcing a partition of the spouses' interests in property held as tenants by the entirety." 454 N.J. Super. at 433. The judge thus maintained that, because defendant's lien is only on plaintiff's share of the marital property, it "cannot alienate or affect [his wife's] interest during [their marriage]." The judge recognized that, based on Capital Fin. Co. of Del. Valley, Inc. v. Asterbadi, 389 N.J. Super. 219, 227 (Law Div. 2006), "[a] tenant by the entirety can alienate his or her right of survivorship, and a judgment creditor of either spouse may

² A tenancy by entirety is established when "[a] husband and wife together take title to an interest in real property or personal property under a written instrument designating both of their names as husband and wife." N.J.S.A. 46:3-17.2(a).

³ N.J.S.A. 46:3-17.4 provides: "Neither spouse may sever, alienate, or otherwise affect their interest in the tenancy by entirety during the marriage or upon separation without the written consent of both spouses."

levy and execute upon such right. The law only forbids the involuntary partition of real property owned by the entirety during the existence of coverture." (Citations omitted).⁴ Thus, defendant's judgment lien on plaintiff's home could not be vacated on the basis that his interest therein was held by tenancy by the entirety.

Before us, plaintiff argues a single point:

BECAUSE [HIS WIFE] DID NOT CONSENT, THE JUDGMENT IS NOT A LIEN ON THE INTEREST OF FRED HARARI IN THE KASTOR LANE PROPERTY.

Based upon our review of the record and controlling law, we conclude the Law Division judge's rulings were factually and legally correct. Having considered plaintiff's arguments on appeal under the same lens, we conclude they are wholly without merit and do not warrant discussion in a written opinion. R. 2:11-3(e)(1)(E).

Affirmed.

I hereby certify that the foregoing is a true copy of the original on file in my office.


CLERK OF THE APPELLATE DIVISION

⁴ We reversed and remanded the case to the trial court for further proceedings regarding its orders denying: (1) the defendant's request that the plaintiff judgment lien holder account for the defendant's payments on the principal and interest of the first mortgage; and (2) the defendant's motion for reconsideration. Capital Fin. Co. of Del. Valley, Inc. v. Asterbadi, 398 N.J. Super. 299, 313 (App. Div. 2008). However, we affirmed the court's orders denying the plaintiff's request to partition the defendant's property on which the lien was placed. Ibid.