

An Illustration of Changed Circumstances in the Shadow of *Gonzalez-Posse*

by Cassie Ansello

In *Gonzalez-Posse v. Ricciardulli*,¹ the Appellate Division reversed a trial judge who, after finding a change in circumstances warranting the modification of a limited duration alimony obligation, decreased the amount of the alimony to be paid but also extended its term. While reducing the amount of alimony to be paid from \$500 to \$100 per week, the trial judge extended the term from five to 17 years, thereby keeping the total remaining amount of alimony contemplated in the property settlement agreement of \$88,615 intact, but due over a longer period of time.

In reversing the trial judge, the Appellate Division noted the standard by which a limited duration alimony term may be extended: a showing of "unusual circumstances." However, *Gonzalez-Posse* leaves more questions than answers. When asked to review the support provisions of an agreement, to what extent should a trial judge attempt to uphold the terms of a negotiated settlement? Does the trial judge's examination change when the terms a supporting spouse is seeking to modify are the result of a judgment after trial, not an agreement? If a trial judge is effectively denied the right to extend a term of limited duration alimony under the unusual circumstances standard, is it fair for the standard of "changed" circumstances to apply to modification applications in which limited duration alimony is involved, as compared to permanent alimony? And what can we as practitioners do when faced with applications for a

downward modification of an alimony obligation?

This article will attempt to address these questions in the shadow of *Gonzalez-Posse*.

GONZALEZ-POSSE V. RICCIARDULLI

In *Gonzalez-Posse v. Ricciardulli*, the parties were Argentinean citizens married for 10 years prior to separation and eventual execution of a property settlement agreement on Jan. 25, 2006. In the property settlement agreement, the parties agreed that the defendant, an employee of DirecTV Latin America on a work visa, would pay the plaintiff \$500 per week for the first three years and \$442.30 for the final two years in limited duration alimony. The parties also agreed that the defendant would pay \$446 per week in child support for the three children. These alimony and child support amounts were based on the defendant's 2005 salary of \$150,000 and the plaintiff's 2005 salary of \$21,000.²

Around the same time the parties entered into their agreement, the defendant was laid off from DirecTV, lost his work visa, and was subsequently forced to either leave the United States voluntarily or be deported. Notably, the property settlement agreement specifically cited to these circumstances, stating that the defendant was "no longer free to remain in the United States and is compelled to return to Argentina."³ Upon returning to Argentina, the defendant worked in part-time positions, before eventually obtaining employment with an annual compensation of approxi-

mately \$26,000. Approximately eight months after entering into the property settlement agreement, the defendant moved to terminate his alimony obligation and reduce his child support obligation.⁴

After a 13-day hearing, the trial judge found an involuntary and substantial change in circumstances. Consequently, the trial judge decreased the defendant's child support obligation from \$446 to \$144 per week. Additionally, the trial judge reduced the defendant's alimony obligation to \$100 per week. However, the judge left the total remaining balance of the alimony to be paid under the property settlement agreement intact, by extending the term of the alimony to be paid from five to 17 years. The court specifically found unusual circumstances under N.J.S.A. 2A:34-23 to justify the extension of the alimony obligation: the defendant's return to Argentina and inability to obtain proper immigration status to return to the United States. Both the defendant and the plaintiff subsequently appealed.⁵

The Appellate Division upheld the trial court's recalculation of the defendant's child support obligation. However, the Appellate Division reversed the trial court's modification of support, finding it was "based on misapplication of the law and mistaken facts."⁶ Specifically, the Appellate Division found that unusual circumstances did not apply to this case to warrant an extension of the defendant's alimony obligation, as the defendant's changed circumstances were not "any more unusual than the ordinary case of diminished earnings capacity."⁷

The court noted the “presumption that the temporal aspect of [a limited duration alimony award is to] be preserved”⁸ as well as the purpose of limited duration alimony: not to make the dependent spouse whole, but simply to address “those circumstances where an economic need for alimony is established, but the marriage was of short-term duration such that permanent alimony is not appropriate.”⁹ Specifically, “all other statutory factors being in equipoise, the duration of the marriage marks the defining distinction between whether permanent alimony or limited duration alimony is warranted and awarded.”¹⁰

Thus, although the defendant met the *Lepis* standard of changed circumstances, the heightened standard of unusual circumstances was lacking; therefore, the length of the defendant’s alimony obligation could not be changed.¹¹ The Appellate Division remanded the case to the trial court for “full consideration of the continuing need for limited duration alimony, or its modification, applying the standard of N.J.S.A. 2A:34-23, with full explication of the judge’s reasoning.”¹²

THE SANCTITY OF NEGOTIATED AGREEMENTS

Any family law practitioner knows that achieving a property settlement agreement can take months, even years, of negotiation and compromise. In particular, when contemplating payment of a quantifiable sum, such as a limited duration alimony award, the parties often engage in a back and forth on the amount to be paid. A party’s bottom line is often based upon a calculation of the total sum required to meet reasonable living expenses. Though all future circumstances are not foreseeable, parties often accept (or reject) a limited duration alimony amount based upon projected need over a particular term of years. If this principle is accepted as true, shouldn’t a trial court be permitted to uphold that negotiated sum when faced with legitimate

changed circumstances? In other words, to what extent should there be a presumption that when assessing changed circumstances the goal is to uphold the initial settlement on support?

The weight New Jersey courts give to consensual agreements is not to be underestimated. Since the modern development of family law as we know it today, New Jersey courts have recognized the importance of upholding these agreements by enforcing them when they are fair and equitable.¹³ New Jersey courts consistently identify and recognize a “strong public policy” favoring the stability of these consensual agreements.¹⁴ As the parties are entitled to rely upon the agreements they crafted, “fair and definitive arrangements arrived at by mutual consent should not be unnecessarily or lightly disturbed.”¹⁵ This policy ensures that the parties may “order their personal lives consistently with their post-marital responsibilities,”¹⁶ in other words, the parties are entitled to rely upon their agreements as they move on from their divorce.

Importantly, as *Glass v. Glass* provides, the supported spouse “cannot be faulted, penalized or prejudiced by making judicious choices as to the allocation of her income including alimony.”¹⁷ *Glass* underscores the significant weight to which spouses are entitled to give the terms of their property settlement agreement, particularly alimony.

As the New Jersey Supreme Court has stated:

Divorce actions involve personal, even intimate, details of people’s lives. The parties are often intensely emotional. Progress toward resolving disputes and reaching a speedy conclusion easily can deteriorate into contentious and difficult interactions that thwart settlement. Therefore, while settlement is an encouraged mode of resolving cases generally, the use of consensual agreements to resolve marital controversies is particularly favored in divorce matters.¹⁸

Moreover, the New Jersey Appellate Division has specifically recognized, in the post-judgment context, the ability of the parties to “bargain for a fixed payment...irrespective of circumstances that in the usual case would give rise to *Lepis* modifications of their agreement.”¹⁹ Although *Gonzalez-Posse* did not involve an anti-*Lepis* provision, New Jersey courts certainly honor the decision of the parties to remove a determination from the province of the court. In order to do so, they must recognize the weight negotiated arrangements must be afforded.

The aforementioned New Jersey case law does not provide that a property settlement agreement is to be cast aside upon a showing of changed circumstances. In a case such as *Gonzalez-Posse*, where there is a short-term, quantifiable sum that must be paid, the trial court should be permitted to examine the four corners of the property settlement agreement, and use its equitable powers to fashion a remedy that addresses both parties’ needs. A trial court should attempt to give weight to the initial alimony amount, where possible. A settlement agreement is meaningless if it is not accorded sufficient deference, and parties have no incentive to negotiate terms they know can be easily cast aside. The family court is a court of equity, and equity requires that the court use its powers to promote the agreement of the parties.²⁰ By extension, this argument could apply to a host of provisions contained within the property settlement agreement, including deference to agreed-upon imputation of income, for example.

However, what about an alimony obligation established after a trial on the merits? When a matter is tried, New Jersey’s strong public policy of settlement is not at stake. There is no bargained-for exchange, as is the case when negotiating a property settlement agreement. Negotiated settlements represent a careful compromise of all factors in a case, an

exchange of this for that. This is not so when the court determines the outcome of a divorce by trial. In such a case, the alimony awarded to a supported spouse may not, in fact, be the sum that either party was seeking to pay. Arguably, in these circumstances, there is less of an onus to uphold the terms of a judgment than there is to uphold the terms of a property settlement agreement, or that which the parties expressly agreed was in their best interests. Offsetting that argument, perhaps, are considerations grounded in reliance as articulated above in connection with *Glass*: Are parties with litigated alimony and child support awards less entitled to rely on these amounts post-judgment than parties with agreed-upon terms?

The visceral response to that inquiry is, no. However, in delving into the trial and appellate courts' analysis in *Gonzalez-Posse*, it is easy to see how the two camps are formed. On the one hand, negotiated support terms are supported by grand-sounding public policy considerations. Do litigation terms then become something less than and more malleable, despite having the *imprimatur* of the court? Based on an analysis of our law regarding the changed circumstances standard, the answer to that inquiry also is no. The law treats both negotiated and litigated agreements alike in terms of modifiability. In changed circumstances applications, the question then remaining is whether deference is to be afforded to the initial support award, whether it was litigated or negotiated.

THE EVOLVING CONCEPT OF CHANGED CIRCUMSTANCES

We are all familiar with the changed circumstances standard that is applied to all applications that request a modification to the amount paid in alimony. According to *Lepis v. Lepis*, a party requesting a modification must first make a *prima facie* showing of changed circumstances.²¹ As *Lepis* makes clear, “[w]hen support of an eco-

nomically dependent spouse is at issue, the general considerations are the dependent spouse's needs, that spouse's ability to contribute to the fulfillment of those needs, and the supporting spouse's ability to maintain the dependent spouse at the former standard.”²² It is only after such a showing that the court will order disclosure of both parties' financial circumstances.²³

In *Lepis*, the court explicitly identified particular circumstances that could warrant a modification of a support obligation. These circumstances included: 1) an increase in the cost of living; 2) an increase or decrease in the supporting spouse's income; 3) illness, disability or infirmity arising after the original judgment; 4) the dependent spouse's loss of a house or apartment; 5) the dependent spouse's cohabitation with another; 6) subsequent employment by the dependent spouse; and 7) changes in the federal income tax laws.²⁴ Since the seminal case of *Lepis*, New Jersey courts have continued to define and hone the changed circumstances analysis under different circumstances.

For example, the court has recognized that changed circumstances must be material, substantial, and not temporary before an applicant will be afforded relief.²⁵ In *Bonanno v. Bonanno*, the Supreme Court of New Jersey was confronted with a movant who, although at that time was unemployed, had “at least \$1,800 cash in a bank” (not a small sum in 1950), and who owned a 1948 Hudson four-door automobile.²⁶ In upholding the denial of the movant's application, the court recognized that the movant likely had acquired these assets due to his “industry” and abilities, and given his “ability to earn,” his unemployment was likely temporary.²⁷ *Bonanno* is often cited as the controlling case law warranting rejection of a changed circumstances application made on circumstances that are only temporary.²⁸

Similarly, New Jersey case law examines the length of time that has

passed since the last order addressing support in a particular matter, in its changed circumstances analysis. By way of example, the Appellate Division in *Larbig v. Larbig* affirmed the trial court's denial of the supporting husband's application to reduce support due to the fact that his filing only 20 months after the divorce “strongly suggested [the husband's] reduced income had not become permanent.”²⁹

In that case, the parties divorced after 15 years of marriage, and the former husband agreed to pay \$10,000 per month in alimony and \$2,000 per month in child support to his former wife.³⁰ In bringing an application for a modification of his support obligation, the former husband claimed that his business was suffering from a decline, negatively affecting his income.³¹ In response, the former wife contested that any changed circumstances had actually occurred, citing the fact that the former husband had “increased [his] office space, hired a new staff, [and] doubled his travel and entertainment expenses.”³² She pointed to these items as evidence of her former spouse's post-judgment prosperity and attendant continued ability to pay alimony at the original level. Importantly, the former wife pointed out that the property settlement agreement already alluded to a decline in the former husband's business in support of her argument that, in any event, the former husband's tale of economic decline was not new news substantiating a change in circumstances.³³

In upholding the trial court's denial of the former husband's application, the Appellate Division stated:

Instead of conducting a hearing to resolve the parties' factual disputes about [the business's] true condition and defendant's ability to pay his support obligations, Judge Dilts correctly focused on the fact that defendant's motion was filed a mere twenty months after the parties' execution of the PSA and the entry of the judgment

of divorce. In light of the timing of defendant's motion, Judge Dilts concluded that defendant had failed to demonstrate that, even if [the business's] condition was as he alleged, the change was anything other than temporary.³⁴

The court added that the concept of what is "temporary" should be generally viewed more expansively when asserted by a self-employed supporting spouse.³⁵

Another line of New Jersey case law directs our courts to examine not only "the supporting spouse's earnings, but also how he has spent his income and utilized his assets."³⁶ In other words, to what extent are the supporting spouse's changed circumstances the result of his own doing? In *Donnelly v. Donnelly*, the Appellate Division affirmed a trial court's denial of a supporting spouse's request to decrease alimony, and held it would be inequitable for the supporting spouse's support obligation to be reduced while he maintained an unchanged lifestyle at the obligee's expense.³⁷ In that case, the supporting spouse moved for a reduction in his support obligation of \$1,000 per week in permanent alimony and \$350 per week in child support, terms he agreed to in a property settlement agreement entered less than two years earlier, after 19 years of marriage.³⁸

The supporting spouse claimed that changes in the areas of law in which he practiced had caused a reduction in his income.³⁹ However, at the same time, he traded in his 2003 Lexus for a 2004 model, at a cost of \$58,000; bought a new home for \$785,000, taking a mortgage in excess of \$600,000; spent \$15,000 on a wedding and honeymoon; and continued to incur monthly expenses in excess of \$11,000.⁴⁰ In affirming the trial court's denial of the supporting spouse's application, the Appellate Division noted that the application "was disconnected from the type of equitable underpinnings inherent in the right to relief established by

Lepis."⁴¹ The Appellate Division also noted the trial court's reference to the *Larbig* decision in its determination that the supporting spouse's alleged changed circumstances were not of a permanent nature, particularly given his position as a self-employed obligor.⁴²

In a line of case law related to *Donnelly*, New Jersey courts have made clear that supporting spouses must show remedial efforts when seeking a modification or termination of a support obligation.⁴³ In *Arribi v. Arribi*, the judge refused to grant an unemployed supporting spouse relief from his child support obligation, when the unemployed supporting spouse had made no efforts to seek employment outside of his field of accounting.⁴⁴ In so holding, the court cited *Bonnano* for the principle that a court must consider not only assets and income, but also a supporting spouse's "earning capacity or prospective earnings," in setting a support award.⁴⁵

Thus, the court concluded in its oft-quoted holding:

...One cannot find himself in, and choose to remain in, a position where he has diminished or no earning capacity and expect to be relieved of or be able to ignore the obligations of support to one's family...this apparently able-bodied defendant cannot sit back and allow his child to go without support, while he somewhat complacently waits for a job only in his field.⁴⁶

Similarly, in *Aronson v. Aronson*, the Appellate Division upheld the denial of a supporting spouse's application to reduce or terminate his alimony obligation of \$350 per week to his former wife of 26 years.⁴⁷ At trial, the supporting spouse testified to several "external pressures" on his dental practice, including the changing nature of treatment and the lack of referrals from younger colleagues, which had caused his income to decrease.⁴⁸ Nonetheless, the trial court found

that, in the face of such external pressures, the supporting spouse was obligated to "attempt to earn more money" and make "meaningful effort" to improve his circumstances.⁴⁹ What the supporting spouse could not do was "allow his practice to continue to diminish unchecked while bemoaning his fate."⁵⁰ The trial court also cited the fact that the property settlement agreement had already contemplated the supporting spouse's heightened mortgage obligations; therefore, this increased payment did not constitute changed circumstances.⁵¹

In sum, by emphasizing factors such as ability to pay and post-judgment increases in the lifestyle of the supporting spouse, the above cases arguably show an inclination toward upholding the original support award. In other words, the focus of these cases appears to be the question of why the supporting spouse cannot pay what was initially ordered. This is particularly so considering that we know from both *Lepis* and *Crews* that a pivotal benchmark for support is the former marital lifestyle—a criteria anchored more to the initial order of support than to a support amount based upon prospective circumstances.

CHANGED CIRCUMSTANCES AND GONZALEZ-POSSE

It is against the backdrop of the *Gonzalez-Posse* decision, which involves a limited duration alimony award, that we see more clearly the impact of deviating from the initial support award for the recipient spouse. In a permanent alimony obligation, support is foreseeably paid over a longer period of time, such that any post-judgment modification downward can be somewhat abated by the duration of the award. Similarly, in the instance of a permanent alimony obligation, a judge can consider a prior post-judgment downward modification upon the payor spouse's application to terminate or modify downward his or her alimony obligation due to retire-

ment. Also, if the permanent alimony obligation is paid over a long term, there is a higher likelihood the recipient spouse could return to court asserting a change of circumstances for an upward modification, if warranted, over the course of the term of the obligation. In sharp contrast, where a limited duration alimony obligation is involved and the bar is set high to extend the term of years of the obligation, the only foreseeable result of a successful application to modify support downward results in less support paid over the same amount of years. In the instance of a short-term alimony duration, such a reduction can be a difficult result for the recipient former spouse.

Based on the above, what arguments can be formulated to best serve clients who receive alimony, limited duration alimony in particular, when they face a post-judgment application to reduce support? Perhaps a back to basics approach is best. Specifically, *Lepis*, *Bonnano*, *Innes*, *Deegan*, *Larbig*, *Donnelly*, *Arribi*, *Aronson*, and *Crews* can all be used to emphasize deference to the initial amount of support as a bar to post-judgment modification.

It also helps to remind the court that the bar by which a supporting spouse's modification or termination application is judged is not low. In determining whether the supporting spouse is able "to maintain the dependent spouse at the former standard" of living, as *Lepis* dictates, the court must find that the supporting spouse's changed circumstances are material. They must be permanent. They cannot be the result of the supporting spouse's own doing. The supporting spouse must establish that he or she has made efforts to remediate these circumstances. Moreover, the supporting spouse will not be granted relief without sufficient time having passed to establish the circumstances alleged.⁵² Indeed, as the New Jersey Supreme Court in *Crews v. Crews* has recognized, "[m]otion courts have rightfully

taken a hard look at applications to modify previously-entered support awards *out of concern for promoting the fairness and finality of the bargained-for agreement* or the awards for support entered by the trial court."⁵³

These concepts certainly should have carried more weight for the supported spouse in *Gonzalez-Posse*. In fact, in that case the court found changed circumstances to exist, despite several facts New Jersey courts have previously found to be dispositive of a lack of changed circumstances.

In *Gonzalez-Posse*, the supporting spouse moved for a change in his obligation only eight months after entry into the property settlement agreement. *Larbig* cautions against applications brought so soon after final judgment or agreement. Furthermore, in *Gonzalez-Posse* there is no discussion regarding the supporting spouse's efforts to improve his diminished earnings, as is required by both *Arribi* and *Aronson*. Arguably, without establishing these factors, it is impossible to determine if the supporting spouse's situation was temporary or permanent, as required by the *Bonnano* line of cases. Furthermore, the spouse's move to Argentina was specifically contemplated in the property settlement agreement, downgrading that factor as a change in circumstance.

Accordingly, it is questionable that there was any change since the entry of judgment in *Gonzalez-Posse*. Perhaps the trial judge did not develop these concepts further because the trial judge believed that circumstances existed such that the limited duration term could be extended. In doing so, the trial judge clearly thought he was able to establish equity for both parties.

CONCLUSION

As stated in *Crews*, the changed circumstances standard imposes a high burden on the moving spouse in light of the import placed both on litigated and negotiated support

terms. When representing a supported spouse on the receiving end of an application to modify support downward, it is perhaps most effective to remind the court of the basic tenets of the law regarding change of circumstances. While the impact of downward reductions is perhaps most stark when viewed in the context of limited duration awards as in *Gonzalez-Posse*, there is no bar to using these arguments with respect to applications to reduce or terminate permanent duration alimony obligations and, to an extent, child support obligations. ■

ENDNOTES

1. *Gonzalez-Posse v. Ricciardulli*, 410 N.J. Super. 340, 348 (App. Div. 2009).
2. *Id.* at 345-46.
3. *Id.* at 347 n.2.
4. *Id.* at 346-47.
5. The plaintiff challenged the trial court's denial of counsel fees to her, denial of full title to the Argentina property, and denial of a freeze on the defendant's pension accounts. The plaintiff also challenged the reduction in the defendant's support obligations, claiming that the defendant's circumstances were voluntary. The Appellate Division rejected these arguments on appeal. *Id.* at 349-50. Similarly, the Appellate Division rejected without comment the defendant's appeal of the trial court's denial of counsel fees to him, as well as the trial court's direction that he must reimburse the plaintiff for some of the children's expenses. *Id.* at 349.
6. *Id.* at 352. Although not the subject of this article, the Appellate Division found that the trial court miscalculated the defendant's legitimate living expenses, as well as the plaintiff's increased income. *Id.* at 454-455.
7. *Id.* at 357.
8. *Id.* at 356 (citing *Gordon v. Rozenwald*, 380 N.J. Super. 55,

- 70 (App. Div. 2005)).
9. *Id.* at 353-54 (citing *Cox v. Cox*, 335 N.J. Super. 465, 476 (App. Div. 2000)).
 10. *Id.* at 354 (citing *Cox*, 355 N.J. Super. at 483).
 11. *Id.* at 357.
 12. *Id.*
 13. See *Schlemm v. Schlemm*, 158 N.J. 557 (1960).
 14. See, e.g. *Smith v. Smith*, 72 N.J. 350 (1977); *Lepis v. Lepis*, 83 N.J. 139 (1980); *Konzelman v. Konzelman*, 158 N.J. 185 (1999).
 15. *Konzelman*, 158 N.J. at 193-94 (citing *Smith*, 72 N.J. at 358).
 16. *Id.* at 193.
 17. *Glass v. Glass*, 266 N.J. Super. 357, 278 (App. Div. 2004).
 18. *Weisbaus v. Weisbaus*, 180 N.J. 131, 143 (2004) (internal citations omitted).
 19. *Morris v. Morris*, 263 N.J. Super. 237, 241 (App. Div. 1993).
 20. See, e.g. *Hoefers v. Jones*, 288 N.J. Super. 590, 605 (Ch. Div. 1994), *aff'd o.b.*, 288 N.J. Super. 478 (App. Div. 1996) (stating that “[a] Court of Equity, as a Court of Conscience, cannot be used as a forum to advance or condone wrongdoing.”).
 21. *Lepis v. Lepis*, 83 N.J. 139, 157 (1980).
 22. *Id.* at 152.
 23. *Id.* at 157.
 24. *Id.* at 151.
 25. See, e.g. *id.* at 152; *Bonanno v. Bonanno*, 4 N.J. 268, 275 (1950); *Innes v. Innes*, 117 N.J. 496, 504 (1990); *Deegan v. Deegan*, 254 N.J. Super. 350, 355 (App. Div. 1992) (stating that the changed circumstances “analysis focuses on ‘whether the change in circumstances is continuing and whether the agreement or decree has made explicit provision for the change’” (citing *Lepis*, 83 N.J. at 152); *Larbig v. Larbig*, 384 N.J. Super. 17, 19 (App. Div. 2006) (“The trial judge did not abuse his discretion in leaving undisturbed the alimony and child support obligations because defendant’s motion was filed only twenty months after entry of the judgment of divorce- a fact that strongly suggested defendant’s reduced income had not become permanent.”); *Donnelly v. Donnelly*, 405 N.J. Super. 117, 127-28 (App. Div. 2009) (stating that “the focus must...be on the length of time that had elapsed since the last milestone in [the] post-judgment proceedings”).
 26. *Bonanno*, 4 N.J. at 272.
 27. *Id.* at 275.
 28. See, e.g. *Innes*, 117 N.J. at 504 (“Temporary circumstances are an insufficient basis for modification”) (citing *Bonanno*, 4 N.J. at 275).
 29. *Larbig*, 384 N.J. Super. at 19.
 30. *Id.* at 19-20.
 31. *Id.* at 20.
 32. *Id.* at 22.
 33. *Id.*
 34. *Id.*
 35. *Id.* at 23.
 36. *Donnelly v. Donnelly*, 405 N.J. Super. 117, 130 (App. Div. 2009).
 37. *Id.*
 38. *Id.* at 121.
 39. *Id.* at 121-22.
 40. *Id.* at 122-23, 130.
 41. *Id.* at 130.
 42. *Id.* at 123.
 43. See, e.g. *Arribi v. Arribi*, 186 N.J. Super. 116 (Ch. Div. 1982); *Aronson v. Aronson*, 245 N.J. Super. 354 (App. Div. 1991).
 44. *Arribi*, 186 N.J. Super. at 117-18.
 45. *Id.* at 118 (citing *Bonanno v. Bonanno*, 4 N.J. 268, 275 (1950)).
 46. *Id.*
 47. *Aronson*, 245 N.J. Super. at 356-58.
 48. *Id.* at 358-59.
 49. *Id.* at 360-61.
 50. *Id.* at 361.
 51. *Id.* at 360.
 52. See, e.g. *Lepis v. Lepis*, 83 N.J. 139 (1980); *Bonanno v. Bonanno*, 4 N.J. 268 (1950); *Innes v. Innes*, 117 N.J. 496 (1990); *Deegan v. Deegan*, 254 N.J. Super. 350 (App. Div. 1992); *Larbig v. Larbig*, 384 N.J. Super. 17 (App. Div. 2006); *Donnelly v. Donnelly*, 405 N.J. Super. 117 (App. Div. 2009); *Arribi v. Arribi*, 186 N.J. Super. 116 (Ch. Div. 1982); *Aronson v. Aronson*, 245 N.J. Super. 354 (App. Div. 1991).
 53. *Crews v. Crews*, 164 N.J. 11, 27-28 (2000) (emphasis added).

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