SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-2443-15T4

SARAH ABED,

Plaintiff-Respondent,

v.

ROBERT FARAG

Defendant-Appellant.

Argued June 1, 2017 – Decided June 28, 2017

Before Judges Fuentes, Carroll and Farrington.

On appeal from the Superior Court of New Jersey, Chancery Division, Family Part, Somerset County, Docket No. FM-18-922-14.

Robert Farag, appellant, argued the cause pro se.

Ihab Awad Ibrahim argued the cause for respondent (Ibrahim Law Firm, attorneys; Thomas Kim, on the brief).

PER CURIAM

The parties were married in 2007 and have twin children who were born in 2011. Plaintiff filed a complaint for divorce in May 2014. On March 23, 2015, the parties placed an oral settlement

agreement on the record that was thereafter incorporated into an amended final dual judgment of divorce (JOD) entered on May 11, 2015. The record reflects that the parties appeared in court with counsel on May 11, 2015, reviewed an audio recording of certain portions of the March 23, 2015 oral settlement that were in dispute, and then signed and affixed their consent to the JOD.

Approximately two weeks later, on May 29, 2015, defendant moved for reconsideration. Specifically, defendant sought: (1) reconsideration of the JOD due to plaintiff's alleged misrepresentation concerning an inheritance fund left by defendant's mother for the children's future college education; (2) enforcement of an August 29, 2014 pendente lite order regarding allocation of the parties' Mercedes automobile; (3) enforcement of the August 29, 2014 order concerning the allocation of certain personal items, including jewelry and photographs; and (4) a paternity test. Plaintiff opposed the motion and cross-moved to enforce various provisions of the JOD.[1]

On July 13, 2015, Judge Margaret Goodzeit issued an order denying defendant's motion and granting most of the relief sought by plaintiff. Pertinent to this appeal, in her detailed eleven-

[1] Plaintiff's cross-motion is not included in either party's appendix. Rather, the reliefs sought by plaintiff are gleaned from the trial court's July 10, 2015 order and attached statement of reasons.

page statement of reasons, the judge explained:

> The parties' [JOD] provides: "The parties will establish college funds for their children utilizing $150,000 from plaintiff's Magyar Bank account."
>
> As the parties agreed to the [JOD], the [c]ourt cannot "reconsider" same. The parties "reached an agreement that was spread upon the record in open [c]ourt," and the [c]ourt approved of same. The parties later reduced their oral settlement to writing and signed the [JOD]. Same provides: "[t]he parties affirm by their signature below their consent to this Order." Further, the [c]ourt does not find that defendant has demonstrated that the [c]ourt should vacate the portion of the parties' [JOD] regarding the children's college account. Defendant does not provide any proof showing that "plaintiff arbitrarily altered the inheritance monies." Further, defendant does not provide any proof showing that "plaintiff's counsel misrepresented the inheritance monies left by defendant's late mother as $150,000." If defendant believed that such amount was incorrect, defendant was able to correct plaintiff's counsel prior to signing [] the [JOD]. Indeed, defendant provides a letter from his prior counsel dated April 8, 2015, prior to the date the parties signed the [JOD], stating that the amount of the inheritance monies was not $150,000 but $180,000. Notwithstanding same, on May 11, 2015, defendant signed the [JOD], agreeing to establish college funds for the children in the amount of $150,000. Both parties were represented by counsel at the time of the parties' divorce, and such counsel advised the parties as to their respective rights and obligations.
>
> Accordingly, the [c]ourt does not find that it is appropriate to "reconsider" or vacate the parties' [JOD], and defendant's

> request for an Order reconsidering the parties' [JOD] is DENIED. Plaintiff's request for an Order enforcing all terms of the parties' [JOD] is GRANTED.

Next, the judge noted that defendant relied on the August 19, 2014 pendente lite order in support of his argument that plaintiff should reimburse him fifty percent of the value of the Mercedes. Citing Bauza v. Bauza, 201 N.J. Super. 540, 543 (App. Div. 1985), the judge found that the JOD extinguished any pendente lite obligations that were not expressly preserved in it. Here, the JOD did not direct plaintiff to reimburse defendant fifty percent of the value of the vehicle, and accordingly the judge denied defendant's request to enforce the August 19, 2014 order. For similar reasons, the judge "[did] not find that plaintiff's obligation to turn over to defendant the jewelry defendant inherited from his mother was preserved in the parties' [JOD]." Rather, the parties agreed in the JOD to submit their jewelry dispute to binding arbitration. Finally, the judge found defendant's belated request for DNA testing "disingenuous" and devoid of merit.

Defendant now appeals the JOD and the July 13, 2015 order. Specifically, he argues that the trial court erred: in not confirming the accuracy of the inheritance monies and an accounting stated on the record by plaintiff's counsel; in not addressing

alleged errors in plaintiff's Case Information Statement and her failure to disclose two alleged secret bank accounts; in ordering the payment of child care expenses and awarding plaintiff attorney's fees; in not confirming the accuracy of defendant's religious holidays in the parenting time schedule; and in previously entering a final restraining order (FRO) against defendant absent evidence of harm to plaintiff and her father.

We begin by stating the well-known principles that inform our review. We owe substantial deference to the Family Part's findings of fact because of that court's special expertise in family matters. Cesare v. Cesare, 154 N.J. 394, 411-12 (1998). Thus, "[a] reviewing court should uphold the factual findings undergirding the trial court's decision if they are supported by adequate, substantial and credible evidence on the record." MacKinnon v. MacKinnon, 191 N.J. 240, 253-54 (2007) (quoting N.J. Div. of Youth & Family Servs. v. M.M., 189 N.J. 261, 279 (2007)) (alteration in original). And, while we owe no special deference to the judge's legal conclusions, Manalapan Realty v. Manalapan Twp. Comm., 140 N.J. 366, 378 (1995), "we 'should not disturb the factual findings and legal conclusions of the trial judge unless . . . convinced that they are so manifestly unsupported by or inconsistent with the competent, relevant and reasonably credible evidence as to offend the interests of justice' or when we

determine the court has palpably abused its discretion." Parish v. Parish, 412 N.J. Super. 39, 47 (App. Div. 2010) (quoting Cesare, supra, 154 N.J. at 412). "We reverse only to 'ensure that there is not a denial of justice' because the family court's 'conclusions are [] "clearly mistaken" or "wide of the mark."'" Id. at 48 (quoting N.J. Div. of Youth & Family Servs. v. E.P., 196 N.J. 88, 104 (2008)) (alteration in original).

We are also mindful of the high value our courts place on the settlement of disputes, particularly those involving family matters. Slawinski v. Nicholas, 448 N.J. Super. 25, 32 (App. Div. 2016). We apply contract principles to a settlement agreement, even in the family area, and shall not make a better agreement than the parties made for themselves. See Quinn v. Quinn, 225 N.J. 34, 45-47 (2016). As in other contexts involving contracts, a court must enforce a matrimonial agreement as the parties intended, so long as it is not inequitable to do so. Quinn, supra, 225 N.J. at 45 (citing Pacifico v. Pacifico, 190 N.J. 258, 265-66 (2007)).

Finally, a trial court's order on a motion for reconsideration will not be set aside unless shown to be a mistaken exercise of discretion. Granata v. Broderick, 446 N.J. Super. 449, 468 (App. Div. 2016) (citing Fusco v. Bd. of Educ., 349 N.J. Super. 455, 462 (App. Div.), certif. denied, 174 N.J. 544 (2002)), certif. denied,

___ N.J. ___ (2017). Reconsideration should only be granted in those cases in which the court had based its decision "upon a palpably incorrect or irrational basis," or did not "consider, or failed to appreciate the significance of probative, competent evidence." Ibid. (quoting D'Atria v. D'Atria, 242 N.J. Super. 392, 401 (Ch. Div. 1990)).

We conclude that Judge Goodzeit's decision to deny defendant's motion for reconsideration and enforce the JOD is supported by the record and consistent with applicable legal principles. We find no merit in defendant's arguments to warrant further discussion in a written opinion, R. 2:11-3(e)(1)(E), and affirm substantially for the reasons expressed by the judge in her thoughtful written decision. Additionally, we note that defendant's brief is largely incoherent and substantially bereft of any controlling legal authority. See 700 Highway 33 LLC v. Pollio, 421 N.J. Super. 231, 238 (App. Div. 2011) (noting the requirement that parties make "an adequate legal argument" in support of their claims). Moreover, to the extent defendant attempts to raise new issues that were not the subject of the JOD or the parties' post-judgment motions, we decline to address them for the first time on appeal. See Nieder v. Royal Indem. Ins. Co., 62 N.J. 229, 234 (1973).

Affirmed.