SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-3311-13T3

EARL DUNBAR, II,

Plaintiff-Appellant,

v.

KIMBERLY WOODS,

Defendant-Respondent.

Argued telephonically February 8, 2017-
Decided March 2, 2017

Before Judges Fisher and Ostrer.

On appeal from the Superior Court of New Jersey, Chancery Division, Family Part, Mercer County, Docket No. FM-11-684-09.

Earl Dunbar, II, appellant argued the cause pro se.

Tam Abitante argued the cause for respondent (Shimalla, Wechsler, Lepp & D'Onofrio, L.L.P., attorneys; Kimberly Woods, on the pro se brief).

PER CURIAM

The parties' November 2008 marriage was short-lived. Three months later, plaintiff Earl Dunbar, II, filed for divorce and moved to Louisiana; defendant Kimberly Woods gave birth to the

couple's twin sons in July 2009. The parties managed to resolve all issues arising from their short marital partnership by way of a property settlement agreement, which was incorporated in a judgment of divorce entered in June 2010. Since that time, however, Dunbar has filed numerous post-judgment motions regarding child support and parenting time, among other things; he also filed an appeal which we resolved in defendant Woods's favor. Dunbar v. Woods, No. A-4564-11 (App. Div. Apr. 15, 2014), certif. denied, 221 N.J. 218 (2015).

During the pendency of the last appeal, Dunbar moved to modify the parties' parenting time plan, and Woods cross-moved for enforcement of prior orders. The judge heard argument on November 22, 2013, and by order entered on February 14, 2014, the judge denied Dunbar's request for modification and found, in ruling on Woods's cross-motion, that Dunbar had failed to comply with: his child support obligation[1]; the parenting time plan, resulting in forfeiture of significant portions of his parenting time; and his obligation to provide proof of life insurance for the benefit of the parties' twin sons.[2]

[1] Arrears were fixed, as of February 11, 2014, in the amount of $25,574.89.

[2] The judge imposed a per diem sanction that would accrue until Dunbar demonstrated life insurance was in place.

Dunbar appeals the February 14, 2014 order. The scope of his appeal is not entirely clear. In his brief on the merits, Dunbar presented many arguments which, contrary to Rule 2:6-3(a)(5), are lumped into the following single point:

> THE MATTER CONSIST[S] OF SEVERAL ARGUMENTS, MAIN[LY] BEING AS FOLLOW[S]; THE TR[IA]L COURT INCORRECT[LY] READ A W[-]2 SUBMITTED FROM ME AND WHEN THIS ERROR WAS BROUGHT TO THE COURT[']S ATTENTION VIA MOTION TO RECONSIDER THE TRIAL COURT STATED I SHOULD HAVE SUBMITTED A HOW[-]TO[-]READ[-]A[-]W[-]2 [MANUAL] DURING THE ORIGINAL TRIAL. I AM ALSO REQUESTING A DOWNWARD/REDUCTION IN [CHILD SUPPORT] BASED [ON THE FACT] I WAS INVOLUNTAR[IL]Y TERMINATED FROM MY EMPLOYMMENT AND DO NOT HAVE THE POTENTIAL [] TO EARN INCOME THAT WIL[L] SUPPORT THE CURRENT [CHILD SUPPORT] OBLIGATION. THE COURT ALSO ORDERED THAT I GAIN LIFE INS[URANCE,] WHICH I AM WILLING TO DO [], [AND ALTHOUGH] I ASKED THE COURT TO COMPEL THE DEFENDANT TO PROVIDE ME WITH A COPY OF MY KIDS['] [BIRTH CERTIFICATES] AND [SOCIAL SECURITY] CARD[S,] SHE SIMPL[Y] REFUSE[D] TO PROVIDE [THEM] OR EVEN PROVIDE THE NAME OF THE TOWN/CITY THEY WERE BORN [IN] SO THAT I [COULD] GET IT MYSELF, CURRENTLY I'M BEING FINED PER DAY FOR SOMETHING I DO NOT HAVE THE ABILITY TO DO. I ALSO REQUEST THAT THE COURT MAKE ADJUSTMENTS IN [CHILD SUPPORT] TO REFLECT MY NEW DEPEND[E]NT [AS TO] WHICH THE COURT SIMPL[Y] IGNORED AND FAILED TO ADJUDICATE[] MATTERS BROUGHT TO THE COURT'S ATTENTION.

To be sure, Dunbar's presentation of his arguments leaves much to be desired, but we are satisfied that leaving the status quo untouched because of Dunbar's failings as an advocate would not be fair or equitable. As a result, we vacate the February 14, 2014

order and remand for the further development of the facts and circumstances concerning child support, the life insurance obligation, and the parenting time plan.

First, we observe that the order under review emanated from earlier orders and a six-year-old property settlement agreement, and things have undoubtedly changed over the course of time. The property settlement agreement was formed when the twin boys were infants. They are now over six years old, and the agreement recognized Dunbar would acquire more expansive parenting time as the children aged. For example, the agreement originally limited Dunbar's parenting time because the children were being breast-fed, a circumstance presenting no further obstacle. And the agreement envisioned an increase in parenting time from hours at a time to overnights — a progression rendered difficult by the fact that Dunbar works and lives in Massachusetts. Rather than make adjustments in light of the physical distance between Dunbar and the children, prior orders, including the order under review, seem to have gone in the opposite direction and have resulted not in an increase of Dunbar's parenting time but a forfeiture.[3] There

[3] The order under review, which incorporates the only explanation for the order's various provisions, concludes without explanation: that Dunbar was "to complete 40 visitation sessions with the parties' sons before he may enjoy overnight parenting"; that Dunbar "has not completed 40 overnights"; and that, as a result, "the

may be good reasons to leave in place the status quo regarding parenting time, but simple fairness requires a re-examination of the parenting time plan in light of all existing circumstances. The parties, in fact, contemplated future modifications and adjustments as demonstrated by the part of the agreement that stipulated the parties would share legal custody of the children and stipulated Woods would "make all major decisions as to medical and educational issues without [Dunbar's] consent," but called for "revisit[ing]" "the issue of consent" upon the children's sixth birthday, an anniversary which has passed. We conclude the time for revisiting the parenting time plan has arrived.

Second, Dunbar has asserted he is unable to comply with the life insurance obligation because Woods refuses to provide the children's social security numbers or copies of their birth certificates; he also suggests he could obtain the needed information himself but Woods will not reveal the municipality in which the children were born. Woods disputes this, but whether she did or did not provide this information in the past should not foreclose the divulging of the information again, if for no other

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current parenting time plan shall remain in place." Considering all the circumstances suggested by the parties' submissions in this appeal, we cannot see how this plan and the requirements imposed by the order under review can ever assist in the formation of a satisfactory relationship between Dunbar and his twin sons.

reason than it would hasten Dunbar's compliance or eliminate what Woods claims is a lame excuse for not previously complying. At the remand proceedings to follow today's judgment, the judge shall require a turnover of this information. No formality is required.[4]

Third, the record permits no clear understanding of how or why Dunbar's child support obligation is what it is. The order under review did not revisit that question; it merely enforced an existing obligation and fixed the accrued arrears. We see no error based on what's been presented, but we emphasize the property settlement agreement calls for an annual review: Dunbar's "child support obligation shall be recalculated March 1st of each year, using Husband's actual income or an imputed income of $35K whichever is greater." That part of the agreement also required that Dunbar "provide proof of income no later than February 15th of each year," and that such proof should include "tax returns, W-2, last 3 pay stubs, and current Social Security Earnings Statement." As part of the remand proceedings, the judge should also preside over this annual review to ensure a fair and just child support obligation.

[4] The propriety of the sanctions previously imposed on Dunbar were based on whether he had the information needed to fully comply with his life insurance obligation. To the extent those sanctions remain an issue after today, there should be an evidentiary hearing on whether Dunbar knew, or was previously given, the information he claims was necessary.

We are mindful the dates for this annual review have approached. Despite the possibility that Dunbar has not yet provided proof of income by the prescribed date, a reasonable extension should be permitted. Once Dunbar substantially complies with his obligation to provide proof of income, as well as any relevant information regarding the fact that he has another dependent, and once Woods provides similar information as to her income and financial circumstances, the judge should fix the proper amount of child support.

The order under review is vacated, and the matter remanded for an evidentiary hearing in conformity with this opinion and to the extent necessary to generate a fair and just resolution of the parties' existing disputes. We do not retain jurisdiction.