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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-1636-17T3**

KEVIN D. KELLY,

Plaintiff-Appellant,

v.

DEBORAH E. KELLY,

Defendant-Respondent.

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Argued March 4, 2019 – Decided March 21, 2019

Before Judges Fasciale and Rose.

On appeal from Superior Court of New Jersey,  
Chancery Division, Family Part, Morris County,  
Docket No. FM-19-0578-10.

Kevin D. Kelly, appellant, argued the cause pro se.

Deborah E. Kelly, respondent, argued the cause pro se.

PER CURIAM

Pro se plaintiff appeals from an October 27, 2017 order reinstating the pleadings, confirming an arbitration award, and entering a final judgment of

divorce. Judge Maritza Berdote Byrne entered the order and attached a thirteen-page written statement of reasons.

On appeal, plaintiff raises the following arguments:

POINT [I]

THESE ARBITRATION PROCEEDINGS  
VIOLATED THE UNIFORM ARBITRATION  
AWARD ACT OF 2003 (ACT).

A. N.J.S.A. 2A:23B-23(a)(5).

B. N.J.S.A. 2A:23B-23(a)(1).

C. N.J.S.A. 2A:23B-23(a)(2).

POINT [II]

THESE ARBITRATION PROCEEDINGS  
VIOLATED THE [RULES OF PROFESSIONAL  
CONDUCT] AND CASE LAW REQUIREMENTS.

A. The Arbitrator Created Disqualifying  
Conflicts of Interest By Litigating Against  
the Plaintiff and Placing His Interests  
Above the Interests of the Parties.

B. The Arbitrator Failed in His Duty to  
Properly Advise the Parties With Respect  
To the Financial Costs of This Arbitration.

C. The Arbitrator Unethically and  
Impermissibly Withheld His Services To  
the Detriment of the Parties and  
Proceedings.

POINT [III]

THIS ARBITRATION PROCEEDING VIOLATES PUBLIC POLICY AND THE AWARD MUST BE VACATED.

POINT [IV]

THE ARBITRATION DECISION AND AWARD CONTAIN[S] STATUTORY VIOLATIONS AND ERRORS SUBJECT TO MODIFICATION AND/OR CORRECTION PURSUANT TO N.J.S.A. 2A:23B-20 AND VACATION PURSUANT TO N.J.S.A. 2A:23B-23(a)(3) [AND] (4).

[A]. FORMER MARITAL PREMISES.

[B]. TOWNHOUSE.

[C]. MEDICAL INSURANCE.

[D]. SEP/IRA.

[E]. LIFE INSURANCE.

[F]. COLLEGE EXPENSES.

[G]. ALIMONY.

[1]. VIOLATION OF N.J.S.A.  
2A:34-23(c).

[2]. FAILURE TO IMPUTE  
INCOME.

[3]. FAILURE TO ALLOW  
ALIMONY TAX CREDIT PER  
ESTABLISHED LAW.

[H]. CHILD SUPPORT.

[I]. COUNSEL FEES.

POINT [V]

A PLENARY HEARING IS NECESSARY TO  
RESOLVE DISPUTED FACTS IN THIS MATTER.

POINT [VI]

DISCOVERY IS NECESSARY IN THESE  
PROCEEDINGS.

POINT [VII]

THE ARBITRATION IS INCOMPLETE.

POINT [VIII]

THIS ARBITRATION AGREEMENT IS  
UNCONSCIONABLE AND UNENFORCEABLE.

POINT [IX]

THE TRIAL [JUDGE] SHOULD HAVE GRANTED  
THE PLAINTIFF'S MOTION TO DISQUALIFY.

We conclude that plaintiff's contentions are without sufficient merit to  
warrant attention in this opinion. R. 2:11-3(e)(1)(E). We affirm substantially  
for the comprehensive reasons expressed by Judge Byrne.

Affirmed.

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

  
CLERK OF THE APPELLATE DIVISION