SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-2439-20

ANNAMARIA BOCK,

Plaintiff-Appellant,

v.

ROBERT T. BOCK, JR.,

Defendant-Respondent.

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Submitted March 9, 2022 – Decided May 24, 2022

Before Judges Gilson and Gummer.

On appeal from the Superior Court of New Jersey, Chancery Division, Family Part, Passaic County, FM-16-0346-18.

Maria A. Giammona Law, LLC, attorneys for appellant (Maria A. Giammona and Patrick P. Zaretski, on the briefs).

Ronda Casson Cotroneo, attorney for respondent.

PER CURIAM

In this post-judgment matrimonial case, defendant Robert T. Bock, Jr., moved to compel plaintiff Annamaria Bock to comply with the parties' marital settlement agreement (MSA) by paying her share of expenses related to property owned by RNA Properties, LLC, (RNA), a company the parties formed during their marriage and owned. Plaintiff cross-moved for various relief regarding RNA and the property. The motion judge granted defendant's motion and denied plaintiff's cross-motion. Plaintiff appeals the order denying her subsequent reconsideration motion. Perceiving no abuse of discretion, we affirm.

I.

The parties were married on May 28, 1995, and had two children who are now adults. During the marriage, the parties created RNA, executing its operating agreement on April 22, 2014. RNA owned property located in Pompton Lakes. The parties were the only members of RNA, each owning fifty percent of it. Pursuant to the operating agreement, RNA would be "member managed," with its "decisions and actions . . . decided by a majority in the interest of its members." The operating agreement provides it "may be altered, amended or repealed and a new [o]perating [a]greement [could] be adopted only by a 100% vote of the membership . . . ."

The parties divorced by a Dual Final Judgment of Divorce (JOD) on November 1, 2018. The JOD incorporated the parties' MSA, which was executed the same day. In the MSA, the parties agreed to list the property for sale immediately and that RNA would "continue" to manage the property until its sale. The parties also agreed plaintiff would receive half of the net proceeds from the sale plus $50,000 from defendant's share of the net proceeds, which she would apply to their children's graduate-school expenses. The MSA also provided:

> 6.7. The parties agree that [defendant] shall be solely obligated to maintain the property, further being solely responsible for the collection of the rents and payment of the expenses associated with the property. [Defendant] agrees to provide [plaintiff] with immediate access to the RNA . . . and RNA Properties' accounts used to maintain the property for her oversight. [Defendant] further agrees to collect the rents and pay only those expenses directly related to the maintenance of the property. In the event that the parties have deficiencies in connection with the property either due to a failure to meet the expenses from rent or repairs/preparations for sale, those deficiencies shall be shared equally by the parties. Upon the property's sale, the parties shall divide equally any and all remaining monies maintained by RNA . . . .

About eleven months after the divorce, defendant moved to compel plaintiff to "comply" with the MSA and to pay her half share of the current and

future expenses for the property. Plaintiff cross-moved, asking, among other things, that defendant be compelled to add her name to "all business accounts," consistent with the parties' practice during their marriage, so she could "maintain the oversight contemplated by paragraph 6.7" of the MSA.

The motion judge granted defendant's motion and ordered plaintiff to pay half of RNA's existing and future expenses that exceeded the funds in RNA's accounts, citing the requirement in paragraph 6.7 of the MSA that the parties share equally "deficiencies in connection with the property either due to a failure to meet the expenses from rent or repairs/preparation for sale." The motion judge denied without prejudice the aspect of plaintiff's cross-motion regarding adding her name to the business accounts. Citing the provision in paragraph 6.7 of the MSA entitling plaintiff to immediate access to the RNA and RNA Properties' accounts, the motion judge held plaintiff "ha[d] not provided documentation evidencing that her access to [the] accounts [was] limited."

Almost seven months later, defendant again moved to compel plaintiff to comply with the MSA and to pay her share of expenses for the property. Plaintiff cross-moved, asking, among other things, that she be added to the business accounts and named as "co-manager" of RNA and that defendant be

"solely responsible for the cost of the asbestos abatement completed" at the property.

During oral argument before a different motion judge, plaintiff's counsel stated on behalf of her client that she was not aware of any operating agreement for RNA. Defense counsel did not correct that statement, pointed to the language in the MSA, and argued the co-management of the property by the parties would be "virtually impossible" given their level of disagreement.

Citing paragraph 6.7 of the MSA, the motion judge granted defendant's motion, ordering plaintiff to pay her half share of the expenses for the property, including her share of the asbestos-removal and furnace-replacement costs. The motion judge denied plaintiff's cross-motion. In rejecting her request to be named co-manager of RNA, the motion judge relied on the language of paragraph 6.7 of the MSA, in which the parties agreed defendant "shall be solely obligated to maintain the property, further being solely responsible for the collection of rents and payment of expenses associated with the property." The judge directed defendant "to make all necessary efforts to collect all unpaid rents, and obtain tenants for vacant units at the premises in order to meet future expenses." In rejecting plaintiff's request to be added to the accounts, the motion judge cited the language of paragraph 6.7 of the MSA in which defendant agreed

to provide plaintiff with "immediate access to the RNA . . . and RNA properties accounts used to maintain the property for her oversight" and directed defendant to "ensure that [p]laintiff has access to all such accounts."

Plaintiff moved for reconsideration. In support of that motion, plaintiff certified her "access to the accounts is limited to viewing online statements"; "[b]ecause [her] name does not actually appear as a co-owner," she could not "ask the bank any questions related to the account"; and the bank statements were "viewable for a period of ninety . . . days." Plaintiff argued she had a right to be named as co-manager of RNA and to have her name on the accounts pursuant to the New Jersey Revised Uniform Limited Liability Company Act (RULLCA), N.J.S.A. 42:2C-1 to -94, and asserted she had not in the MSA "waive[d] any decision-making rights provided by statute" or other rights under the RULLCA. In opposition to plaintiff's reconsideration motion, defendant submitted a certification to which he attached RNA's operating agreement and a letter from a bank representative confirming plaintiff had access to view seven years of bank statements. Defendant asserted he had "forgot[ten] that [the parties] had an [o]perating [a]greement."

After hearing oral argument, the motion judge denied reconsideration, except he granted plaintiff additional time to pay her share of the furnace-

replacement cost. Regarding plaintiff's request to be added to the RNA business accounts, the motion judge stated:

> This [c]ourt finds that this issue has already been addressed by the court and the [p]laintiff has provided no new facts or law that would compel the [c]ourt to change its decision. Paragraph 6.7 of the [MSA] . . . addresses the issue and only requires the [d]efendant "to provide [p]laintiff with immediate access to . . . RNA . . . and RNA properties accounts that are used to maintain the property for [p]laintiff to simply oversee." The MSA does not set forth that the [p]laintiff is required to be named to or to be a signatory to the [b]usiness [a]ccounts. Additionally, [d]efendant has stated that he will provide [p]laintiff with full access to any accounts and the [bank representative's] letter . . . sets forth that [p]laintiff has full access to the accounts, which this [c]ourt finds, is in full compliance with the MSA.

Regarding plaintiff's request to co-manage RNA, the motion judge explained:

> This [c]ourt notes that Article XIX of the [o]perating [a]greement for RNA . . . sets forth that the [a]greement may be amended in writing by a one hundred percent (100%) vote of the membership. The [m]embers, [p]laintiff and [d]efendant, entered into the MSA on November 1, 2018, subsequent to entering into the [o]perating [a]greement for RNA . . . . Once again, [p]aragraph 6.7 of the MSA states, "The parties agree that [defendant] shall be solely obligated to maintain the property, further being solely responsible for the collection of rents and payment of expenses associated with the property." This [c]ourt finds that the MSA amends or supersedes the relevant provisions of the [o]perating [a]greement for RNA . . . as it relates to this issue.

In this appeal, plaintiff argues the motion judge abused his discretion by denying her reconsideration motion. She contends the record did not support the court's finding that plaintiff in the MSA had waived her right to co-manage RNA pursuant to RNA's operating agreement or her right to have her name on RNA's accounts. Agreeing with the motion judge's interpretation of the operating agreement and MSA, we affirm.

II.

"We review the Family Part judge's findings in accordance with a deferential standard of review, recognizing the court's 'special jurisdiction and expertise in family matters.'" Thieme v. Aucoin-Thieme, 227 N.J. 269, 282-83 (2016) (quoting Cesare v. Cesare, 154 N.J. 394, 413 (1998)). We reverse "only when a mistake must have been made because the trial court's factual findings are 'so manifestly unsupported by or inconsistent with the competent, relevant and reasonably credible evidence as to offend the interests of justice . . . .'" Spangenberg v. Kolakowski, 442 N.J. Super. 529, 535 (App. Div. 2015) (quoting Rova Farms Resort, Inc. v. Invs. Ins. Co. of Am., 65 N.J. 474, 484 (1974)).

We review de novo questions of law. Amzler v. Amzler, 463 N.J. Super. 187, 197 (App. Div. 2020). The "interpretation and construction of a contract

is a matter of law for the court subject to de novo review." Steele v. Steele, 467 N.J. Super. 414, 440 (App. Div.) (quoting Fastenberg v. Prudential Ins. Co. of Am., 309 N.J. Super. 415, 420 (App. Div. 1998)), certif. denied, 248 N.J. 235 (2021).

We review under an abuse-of-discretion standard a denial of a reconsideration motion. Branch v. Cream-O-Land Dairy, 244 N.J. 567, 582 (2021). An abuse of discretion occurs when a decision is "made without a rational explanation, inexplicably departed from established policies, or rested on an impermissible basis." Flagg v. Essex Cnty. Prosecutor, 171 N.J. 561, 571 (2002) (quoting Achacoso-Sanchez v. Immigr. & Naturalization Serv., 779 F.2d 1260, 1265 (7th Cir. 1985)).

Settlement of matrimonial disputes is "encouraged and highly valued in our system." Quinn v. Quinn, 225 N.J. 34, 44 (2016). Settlement agreements, including settlement agreements in matrimonial actions, are governed by basic contract principles and, as such, courts should discern and implement the parties' intent. J.B. v. W.B., 215 N.J. 305, 326 (2013). "The court's role is to consider what is written in the context of the circumstances at the time of drafting and to apply a rational meaning in keeping with the 'expressed general purpose.'" Pacifico v. Pacifico, 190 N.J. 258, 266 (2007) (quoting Atl. N. Airlines, Inc. v.

Schwimmer, 12 N.J. 293, 302 (1953)). "[A] court should not rewrite a contract or grant a better deal than that for which the parties expressly bargained." Quinn, 225 N.J. at 45. "[W]hen the intent of the parties is plain and the language is clear and unambiguous, a court must enforce the agreement as written, unless doing so would lead to an absurd result." Ibid.

Reviewing de novo the parties' agreements, we reach the same conclusions the motion judge reached. The applicable language of the operating agreement and the MSA is clear and unambiguous. The operating agreement provides it can be "altered, amended or repealed . . . by a 100% vote of the membership." That provision is consistent with statutory law. See N.J.S.A. 42:2C-37(b)(5) (providing an operating agreement "may be amended only with the consent of all members").

And that is what happened here. Plaintiff and defendant – one hundred percent of RNA's membership – agreed that, instead of RNA being "member managed" with its "decisions and actions . . . decided by a majority" as set forth in the operating agreement, defendant would be "solely obligated to maintain the property" and "solely responsible for the collection of the rents and payment of the expenses associated with the property." That agreement is memorialized in the MSA, which was executed by both parties.

In the MSA, the parties agreed on and expressly set forth the rights plaintiff had regarding RNA's accounts: they agreed she was entitled to "access . . . for her oversight." She was not given the right to have her name on the accounts, to make any decisions regarding the accounts, or to engage in any transactions with respect to the accounts. By giving her the ability to review account statements, defendant is giving her "access . . . for her oversight." Placing her name on the accounts and making her a signatory to the accounts would improperly give plaintiff more than what she bargained for in the MSA.

Affirmed.