

YUDES FAMILY LAW CITATOR

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CHAPTER 1

ALIMONY

I. GENERAL ALIMONY CASES

Quinn v Quinn, 225 N.J. 34 (2016)

The sole issue before the Court is whether the trial court properly invoked its equitable power to modify the clear and unequivocal terms of a property settlement agreement (PSA) entered into knowingly and voluntarily by both parties. The PSA governing the terms of the parties' divorce provided that alimony would terminate if the spouse receiving alimony cohabited with another. This case addressed whether the trial court may suspend alimony for the period of time the alimony recipient cohabited rather than terminate alimony as required by the express terms of the PSA.

The parties divorced in 2006. Pursuant to the terms of the PSA, the husband agreed to pay alimony to the wife, and she agreed that the husband's obligation to pay alimony would terminate on his death, her death, her remarriage, or her cohabitation with another.

By January 2008, the wife was in what she described as a committed relationship with a man she had met in August 2007. The husband moved to terminate his alimony obligation. After a trial court found that the wife had cohabited with a man from January 2008 to April 2010. Because the cohabitation had ceased during the course of the trial, the trial judge suspended, rather than terminated, the husband's alimony obligation for the period of cohabitation. The husband's alimony obligation was reinstated as of the date that cohabitation ceased and permitted him to pay one-half of his alimony obligation until he recouped the alimony paid during cohabitation and the attorneys' fees awarded to him by the trial court. The husband appealed the trial court's decision. The Appellate Division upheld the trial court's decision. The husband petitioned the Court for certification.

The Court found that cessation of cohabitation does not warrant departure from the agreed terms of the PSA. Here, the wife knowingly and voluntarily entered into the PSA. The Court held that an agreement to terminate alimony upon cohabitation entered by fully informed parties, represented by independent counsel, and without any evidence of overreaching, fraud, or coercion is enforceable. It is irrelevant that the cohabitation ceased during trial when that relationship had existed for a considerable period of time. Under those circumstances, when a judge finds that the spouse receiving alimony has cohabited, the obligor spouse is entitled to full enforcement of the parties' agreement. When a court alters an agreement in the absence of a compelling reason, the court eviscerates the certitude the parties thought they had secured, and in

the long run undermines this Court's preference for settlement of all, including marital, disputes. Here, there were no compelling reasons to depart from the clear, unambiguous, and mutually understood terms of the PSA.

II. MODIFICATION OF ALIMONY

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