

Appendix A

SUPREME COURT OF NEW JERSEY
C-40 September Term 2020
084595

Heather Stanton, f/k/a
Heather Sembrat,

Plaintiff,

v.

O R D E R

Kevin Sembrat,

Defendant-Petitioner.

A petition for certification of the judgment in A-005389-18
having been submitted to this Court, and the Court having considered the
same;

It is ORDERED that the petition for certification is denied.

WITNESS, the Honorable Stuart Rabner, Chief Justice, at Trenton, this
9th day of September, 2020.

A handwritten signature in black ink, appearing to read "Heather J. Bates". The signature is written in a cursive, flowing style.

CLERK OF THE SUPREME COURT

Appendix B

DOCKET NO. A-5389-18T3
SUPERIOR COURT OF NEW JERSEY APPELLATE DIVISION

Stanton v. Sembrat

Decided May 22, 2020

DOCKET NO. A-5389-18T3

05-22-2020

HEATHER STANTON, f/k/a HEATHER SEMBRAT, Plaintiff-Respondent, v. KEVIN SEMBRAT Defendant-Appellant.

Kevin Sembrat, appellant pro se. Respondent has not filed a brief.

PER CURIAM

NOT FOR PUBLICATION WITHOUT THE APPROVAL OF THE APPELLATE DIVISION

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. Before Judges Koblitz, Whipple and Mawla. On appeal from the Superior Court of New Jersey, Chancery Division, Family Part, Hunterdon County, Docket No. FM-10-0323-13. Kevin Sembrat, appellant pro se. Respondent has not filed a brief. PER CURIAM

Defendant Kevin Sembrat appeals from the provisions of a July 1, 2019 order denying his request to compel plaintiff Heather Stanton to reimburse him *2 "\$3800 that was automatically withheld and applied to his arrears" and setting the emancipation date of the youngest child in July rather than October 2021. We remand for an order correcting the emancipation date. According due deference to the Family Part, we affirm the monetary provision, thereby allowing the trial court to fashion an appropriate equitable remedy.

The parties were married in 1995, had three children and were divorced in 2014. On April 13, 2018, the parties entered into an agreement, which was recorded by court order, that in part provided that "[d]efendant's arrears payback shall be set at \$0, to be revisited upon [the youngest child's] emancipation." Nonetheless, the Hunterdon County Probation Child Support Enforcement Unit intercepted a Worker's Compensation settlement owed to defendant and sent \$3800 to plaintiff, thereby reducing the more than \$25,000 in arrears due prior to the April 2018 order.

Defendant sought reimbursement from plaintiff. He offered to stop paying \$135 child support weekly until the \$3800 was paid off. Plaintiff told the court she had spent the unexpected funds on necessities, had no funds to repay defendant and needed the weekly child support. The court did not grant defendant relief. *3

Defendant argues that generally a family contract should be vigorously enforced by the court. When reviewing an agreement resolving a matrimonial dispute, however, we are 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.'" Wyotas v. Greenwood Tree Experts, Inc., 237 N.J. 501, 512 (2019) (quoting Sachau v. Sachau, 206 N.J. 1, 5-6 (2011)). "When 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." Quinn v. Quinn, 225 N.J. 34, 45 (2016). "At the same time, '[t]he law grants particular leniency to agreements made in the

domestic arena,' thus allowing 'judges greater discretion when interpreting such agreements.'" Sachau, 206 N.J. at 5 (alteration in original) (quoting Guglielmo v. Guglielmo, 253 N.J. Super. 531, 542 (App. Div. 1992)).

We defer in great measure to the Family Part, which has the parties before it and can assess the appropriate remedy through an experienced and equitable lens. "[M]atrimonial courts possess special expertise in the field of domestic relations." Cesare v. Cesare, 154 N.J. 394, 412 (1998). "[A]n appellate court should not disturb the 'factual findings and legal conclusions of the trial judge unless [it is] convinced that they are so manifestly unsupported by or *4 inconsistent with the competent, relevant and reasonably credible evidence as to offend the interests of justice.'" Ibid. (second alteration in original) (quoting Rova Farms Resort, Inc. v. Investors Ins. Co., 65 N.J. 474, 484 (1974)).

Plaintiff did nothing to cause the \$3800 intercept. The money was put in her bank account and she spent it. It was within the court's equitable powers to allow the issue of her possible reimbursement of the money to abide the emancipation of the youngest child, especially in light of the large outstanding arrearages accumulated by defendant prior to the April 2018 order.

We accept defendant's position that the court mistakenly placed an incorrect date of emancipation for the youngest child in the order. We remand for the three-month correction.

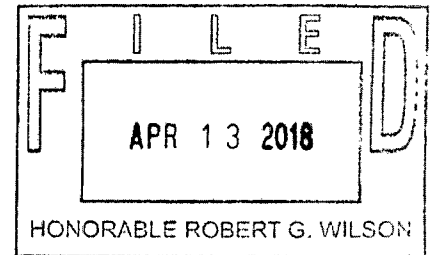
Affirmed in part and remanded in part. We do not retain jurisdiction.

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

CLERK OF THE APPELLATE DIVISION

**CERTIFIED
TO BE
A TRUE COPY**

PREPARED BY THE COURT



HEATHER STANTON,

Plaintiff,

v.

KEVIN SEMBRAT,

Defendant.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION-FAMILY PART
HUNTERDON COUNTY

Appendix C

DOCKET NO.: FM-10-323-13

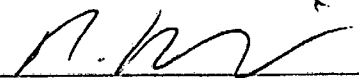
Civil Action

ORDER

IT IS on this 13th day of April 2018, **ORDERED** as follows:

1. Defendant's child support obligation shall be set at \$135 per week, effective the date of this order.
2. Defendant's alimony obligation shall be set at \$0.
3. Defendant's arrears payback shall be set at \$0, to be revisited upon Schafer's emancipation.
4. The parties are permitted to revisit Defendant's support obligation upon a change in circumstances, such as Defendant obtaining new employment.
5. Beginning the date of this order, Plaintiff shall keep a detailed record, complete with proofs, of Defendant's share of the children's health insurance premium; the children's auto insurance; and the children's extra-curricular expenses. Defendant's share shall be 50%. Upon Schafer's emancipation, Plaintiff is permitted to move for Defendant's share of the children's expenses to be added to Defendant's arrears. Plaintiff shall provide Defendant with proof of his share of the children's expenses on a quarterly basis.
6. Defendant's obligation to provide Plaintiff with proof of his job search is hereby vacated.
7. Defendant shall be permitted to overnight parenting time once he obtains a private residence. Defendant's receipt of overnight parenting shall not be grounds to recalculate his child support obligation. The parties agree that paragraph 1.10 of their MSA shall not be enforced.

8. This order resolves all outstanding issues, including all issues that were to be addressed at the scheduled plenary hearing on May 29, 2018.
9. Copies of this order were provided to the parties in court.



HON. ROBERT G. WILSON, J.S.C.

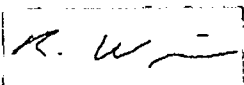


KEVIN SEMBRAT



HEATHER STANTON



| | | | | | | |
|---|-------------------------------------|---|-------------|--|------------|--------------------|
| DOCKET# | FM-10-000323-13 | CS# | CS91096114A | HEARING DATE | 04/13/2018 | PAGE 2 OF 2 |
| 14. | <input type="checkbox"/> | This matter is hereby RELISTED for a hearing on _____ before _____. A copy of this ORDER shall serve as the summons for the hearings. No further notice for appearance shall be given. Failure to appear may result in a default order, bench warrant, or dismissal. Reason for relist: | | | | |
| 15. | <input type="checkbox"/> | AN EMPLOYMENT SEARCH MUST BE CONDUCTED BY THE OBLIGOR. Written records of at least # _____ employment contacts per week must be presented to the Probation Division. If employed, proof of income and the full name and address of employer must be provided immediately to the Probation Division. | | | | |
| 16. | <input type="checkbox"/> | SERVICE upon which this order is based: <div style="float: right;"><input type="checkbox"/> Diligent Inquiry</div> <div> <input type="checkbox"/> Personal Service <input type="checkbox"/> Certified Mail: <input type="checkbox"/> Refused <input type="checkbox"/> Regular Mail (not returned) </div> <div> Date: _____ <input type="checkbox"/> Signed by: _____ <input type="checkbox"/> Returned Unclaimed <input type="checkbox"/> Other: </div> | | | | |
| 17. | <input type="checkbox"/> | A BENCH WARRANT for the arrest of the obligor is hereby ORDERED. The obligor was properly served with notice for court appearance on _____, and failed to appear. (Service noted above). An amount of \$ _____ shall be required for release. | | | | |
| | <input type="checkbox"/> | THE OBLIGOR IS HEREBY INCARCERATED in the _____ County Jail until the obligor pays \$ _____ or until further notice of this court. The obligor was found to be not indigent and had the ability to pay the support order for reasons indicated below. | | | | |
| 18. | <input type="checkbox"/> | EFFECTIVE _____ FUTURE MISSED PAYMENT(S) numbering _____ or more may result in the issuance of a warrant, without further notice. | | | | |
| 19. | <input type="checkbox"/> | A LUMP SUM PAYMENT OF \$ _____ must be made by the obligor by _____, or a bench warrant may be issued without further notice. | | | | |
| 20. | <input type="checkbox"/> | This complaint / motion is hereby DISMISSED: (reason) _____ | | | | |
| 21. | <input type="checkbox"/> | Order of Support is hereby TERMINATED effective _____, as _____. Arrears accrued prior to effective date, if any, shall be paid at the rate and frequency noted on page number one of this ORDER. | | | | |
| 22. | <input type="checkbox"/> | THIS ORDER IS ENTERED BY DEFAULT. The <input type="checkbox"/> obligor <input type="checkbox"/> obligee was properly served to appear for a hearing on _____ and failed to appear. 22A <input type="checkbox"/> Affidavit of Non-Military Service is filed. | | | | |
| 23. | <input checked="" type="checkbox"/> | <u>It is further ORDERED: The Probation Department shall update its records to reflect Mr. Sembrat's child support obligation in the amount of \$135 per week. He shall have no alimony or arrears payback obligation, at present. He shall not be required to make any payments towards his arrears until Schafer's emancipation. At that time an arrears payback amount shall be implemented.</u> | | | | |
| EXCEPT AS PROVIDED HEREIN, ALL PRIOR ORDERS OF THE COURT REMAIN IN FULL FORCE AND EFFECT. | | | | | | |
| I hereby declare that I understand all provisions of this ORDER recommended by a Hearing Officer and I waive my right to an immediate appeal to a Superior Court Judge: | | | | | | |
| PLAINTIFF | | DEFENDANT | | | | |
| ATTORNEY FOR PLAINTIFF | | ATTORNEY FOR DEFENDANT | | | | |
| 24. | <input type="checkbox"/> | INTAKE CONFERENCE BY AUTHORIZED COURT STAFF: | | | | |
| | <input type="checkbox"/> | PROBATION PREPARED CHILD SUPPORT ORDER | | | | |
| 25. | <input type="checkbox"/> | The parties request the termination of all Title IV-D services and consent to direct payment of support. They are advised that all monitoring, collection, enforcement and location services available under Title IV-D of the Social Security Act are no longer in effect. I understand I may reapply for Title IV-D services. | | | | |
| | | _____ obligee | | _____ obligor | | |
| 26. | <input type="checkbox"/> | Copies provided at hearing to <input type="checkbox"/> obligee <input type="checkbox"/> obligor 26A. <input checked="" type="checkbox"/> Copies to be mailed to <input checked="" type="checkbox"/> obligee <input checked="" type="checkbox"/> obligor | | | | |
| TAKE NOTICE THAT THE ATTACHED NEW JERSEY UNIFORM SUPPORT NOTICES ARE INCORPORATED INTO THIS ORDER BY REFERENCE AND ARE BINDING ON ALL PARTIES. | | | | | | |
| So Recommended to the Court by the Hearing Officer: | | | | | | |
| Date | | H.O. | | Signature | | |
| So Ordered by the Court: | | | | | | |
| Date 04/13/2018 | | Judge ROBERT G WILSON | | J.S.C. | | |
| | | | |  Signature: _____ | | |



CS526,61893403

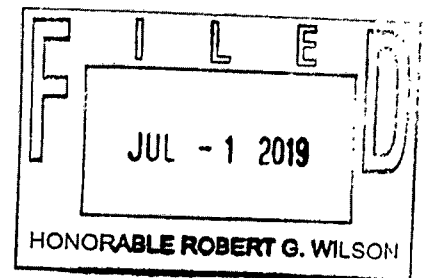
NEW JERSEY UNIFORM SUPPORT NOTICES

TAKE NOTICE that the following provisions are to be considered part of this order and are binding on all parties:

1. You must continue to make all payments until this court order is changed by another court order. The obligee and obligor shall notify the appropriate Probation Division of any change of address, employment status and health care coverage for themselves and the child(ren) within 10 days of the change. Notices are sent to the last address provided. Not providing this information is a violation of this Order. (R. 5:7-4A(d)).
2. Child support shall terminate by operation of law when a child marries, dies or enters military service. Child support shall also terminate on the child's 19th birthday unless another age is specified in a court order, which shall not extend beyond the child's 23rd birthday. (N.J.S.A. 2A:17-56.67 et seq.).
3. You must file a motion or application to the Family Division in the county in which the order was entered in order for the court to consider a change in the support order. Contact the Family or Probation Division for instructions. It is important to request a change as soon as possible after your income or the child(ren)'s status changes. In most cases, if you delay making your request and you are the obligor, you will have to pay the original amount of support until the date of your written request.
4. Payments must be made to the New Jersey Family Support Payment Center, P.O. Box 4880, Trenton, NJ 08650, unless the court directs otherwise. (R. 5:7-4(d)). Payments may be made by money order, check, direct debit from your checking account, or credit card. Gifts, other purchases, or in-kind payments made directly to the obligee or child(ren) will not fulfill the support obligation. Credit for payments made directly to the obligee or child(ren) may not be given without a court order.
5. No payment or installment for child support, or those portions of an order that are allocated for child support, shall be retroactively modified by the court except for the period during which the party seeking relief has pending an application for modification as provided in N.J.S.A. 2A:17-56.23a. (R. 5:7-4A(d)).
6. The amount of child support and/or the addition of a health care coverage provision in cases receiving services under Title IV-D of the Social Security Act shall be subject to review at least once every three years, on written request by either party to the Division of Family Development, P.O. Box 716, Trenton, NJ 08625-0716, as appropriate, or upon motion or application to the court. (N.J.S.A. 2A: 17-56.9a; R. 5:7-4A(d)).
7. In accordance with N.J.S.A. 2A:34-23b, the custodial parent may require the non-custodial parent's health care coverage provider to make payments directly to the health care provider by submitting a copy of the relevant sections of the order to the insurer. (R. 5:7-4A(d)).
8. Social Security numbers are collected and used in accordance with section 205 of the Social Security Act (42 U.S.C. 405) to obtain individual's income, employment, and benefit information on individuals through computer matching programs with federal and state agencies, and such information is used to establish and enforce child support under Title IV-D of the Social Security Act (42 U.S.C. 651 et seq.). Disclosure of an individual's Social Security number for Title IV-D purposes is mandatory. (R. 5:7-4A(d)).
9. The United States Secretary of State shall refuse to issue or renew a passport to any person certified as owing a child support arrearage exceeding the statutory amount. In addition, the U.S. Secretary of State may take action to revoke, restrict or limit a passport previously issued to an individual owing such a child support arrearage. (42 U.S.C. 652(k)).
10. Failure to appear for a hearing to establish or to enforce an order, or failure to comply with the support provisions of this order may result in incarceration. If you fail to appear, a default order may be entered against you or a warrant may be issued for your arrest (R. 5:7-4A(d)).
11. Any payment or installment for child support shall be fully enforceable and entitled to full faith and credit and shall be a judgment by operation of law on and after the date it is due (N.J.S.A. 2A: 17-56.23.a; R. 5:7-4A(d)). Any non-payment of child support has the effect of a lien against your property. This lien may affect your ability to obtain credit or to sell your property. ~~Failure to remit timely payment automatically results in the entry of a judgment against the obligor and post-judgment interest may be charged.~~ Any party to whom the child support is owed has the right to request assessment of post-judgment interest at the rate prescribed by Rule 4:42-11(a) before the judgment may be satisfied. (R. 5:7-4A(d)).
12. In accordance with N.J.S.A. 2A:17-56.7 et seq., the child support provisions of a court order are subject to income withholding on the effective date of the order unless the parties agree, in writing, to an alternative arrangement or either party shows and the court finds good cause to establish an alternative arrangement. The income withholding is effective upon all types of income including wages from current and future employment. (R. 5:7-4A(a)(3)). The child support provisions of the order are subject to income withholding when a child support arrearage has accrued in an amount equal to or in excess of the amount of support payable for 14 days. The withholding is effective against the obligor's current and future income from all sources authorized by law. (R. 5:7-4A(b)).
13. Any occupational, recreational, and professional licenses, including a license to practice law, held or applied for by the obligor may be denied, suspended or revoked if: 1) a child support arrearage accumulates that is equal to or exceeds the amount set by statute, or 2) the obligor fails to provide health care coverage for the child as ordered by the court, or 3) a warrant for the obligor's arrest has been issued by the court for obligor's failure to pay child support as ordered, or for obligor's failure to appear at a hearing to establish paternity or child support, or for obligor's failure to appear at a child support hearing to enforce a child support order and said warrant remains outstanding. (R. 5:7-5).
14. The driver's license held or applied for by the obligor may be denied, suspended, or revoked if 1) a child support arrearage accumulates that is equal to or exceeds the amount set by statute, or 2) the obligor fails to provide health care coverage for the child as ordered by the court. The driver's license held or applied for by the obligor shall be denied, suspended, or revoked if the court issues a warrant for the obligor's arrest for failure to pay child support as ordered, or for failure to appear at a hearing to establish paternity or child support, or for failure to appear at a child support hearing to enforce a child support order and said warrant remains outstanding. (R. 5:7-5).
15. The name of any delinquent obligor and the amount of overdue child support owed will be reported to consumer credit reporting agencies as a debt owed by the obligor, subject to all procedural due process required under State law. (N.J.S.A. 2A:17-56.21).
16. Child support arrears may be reported to the Internal Revenue Service and the State Division of Taxation. Tax refunds and homestead rebates due the obligor may be taken to pay arrears (N.J.S.A. 2A:17-56.16).
17. Child support arrears shall be paid from the net proceeds of any lawsuit, settlement, civil judgment, civil arbitration award, inheritance or workers' compensation award to a prevailing party or beneficiary before any monies are disbursed. (N.J.S.A. 2A:17-56.23b).
18. Periodic or lump sum payments from State or local agencies, including lotteries, unemployment compensation, workers' compensation or other benefits, may be seized or intercepted to satisfy child support arrearages. (N.J.S.A. 2A:17-56.53).
19. If you owe past due child support, your public or private retirement benefits, and assets held in financial institutions may be attached to satisfy child support arrearages. (N.J.S.A. 2A:17-56.53).
20. A person under a child support obligation, who willfully fails to provide support, may be subject to criminal penalties under State and Federal law. Such criminal penalties may include imprisonment and/or fines. (N.J.S.A. 2C:24-5; N.J.S.A. 2C:62-1; 18 U.S.C. 22).
21. If this order contains any provision concerning custody and/or parenting time, both parties are advised: Failure to comply with the custody provisions of this court order may subject you to criminal penalties under N.J.S.A. 2C:13-4, **Interference with Custody**. Such criminal penalties include, but are not limited to, imprisonment, probation, and/or fines. Si usted deja de cumplir con las cláusulas de custodia de esta orden del tribunal, puede estar sujeto (sujeta) a castigos criminales conforme a N.J.S.A. 2C:13-4, **Interference with Custody, (Obstrucción de la Custodia)**. Dichos castigos criminales incluyen pero no se limitan a encarcelamiento, libertad, multas o una combinación de los tres.



**CERTIFIED
TO BE
A TRUE COPY**



PREPARED BY THE COURT

HEATHER STANTON,
(f/k/a Heather Sembrat)
Plaintiff,

v.

KEVIN SEMBRAT,
Defendant.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION- FAMILY PART
HUNTERDON COUNTY

Appendix D

DOCKET NO.: FM-10-323-13


Civil Action

ORDER

THIS MATTER having been opened to the court on a motion filed by the Defendant Kevin Sembrat, pro se; and with a cross motion filed by Plaintiff, Heather Sembrat, pro se; and the court having considered the pleadings; and for good cause shown;

IT IS on this 1st day of July 2019, **ORDERED** as follows:

1. **DEFENDANT'S REQUEST** to correct his Probation account to reflect the court's April 13, 2018 order, and set his arrears payback amount at \$0 is **GRANTED**.
2. **DEFENDANT'S REQUEST** to compel Plaintiff reimburse Defendant \$3,800 that was automatically withheld and applied to his arrears is **DENIED**.
3. **DEFENDANT'S REQUEST** to eliminate Notice of Levy, lien, and tax refund capture as unordred arrears payback is **GRANTED**, as modified. Until the date of Schafer's emancipation, July 1, 2021, Probation shall not issue any credit reports, child support liens (on any settlements), bank levy, or automatically withhold his tax refunds.
4. **PLAINTIFF'S REQUEST** to deny Defendant's motion in its entirety is **DENIED**.
5. **PLAINTIFF'S REQUEST** to compel Defendant to increase his life insurance policy is **DENIED**.


HON. ROBERT G. WILSON, J.S.C.

SEE ATTACHED STATEMENT OF REASONS.

BRIEF STATEMENT OF PROCEDURE

Plaintiff, Heather Stanton (f/k/a Heather Sembrat) and Defendant, Kevin Sembrat were married on May 28, 1995. There are three children born of the marriage, namely: Spenser, born on April 14, 1998 (currently age 21); Kevin Jr., born September 28, 1999 (currently age 19); and Schafer, born on October 13, 2002 (currently age 16). The parties were divorced on a date not supplied to the court. On May 23, 2019 Mr. Sembrat filed this current application. On June 3, 2019 Ms. Stanton filed a cross-motion. Mr. Sembrat filed a reply on June 10, 2019.

DEFENDANT'S FACTUAL CONTENTIONS AND SUBMISSIONS

Mr. Sembrat certifies that he and Ms. Stanton reached an agreement memorialized in a court order on April 13, 2018. He states that the parties' agreement, memorialized in a court order, stated that his arrears payback shall be set at \$0, to be revisited upon Schafer's emancipation. Mr. Sembrat argues that there were no conditions placed on this agreement. He asserts that despite the court's order, \$3,800, from a settlement with his employer, was withheld and paid towards his arrears. Mr. Sembrat requests that this money not be released to Ms. Stanton and returned to him immediately.

Mr. Sembrat asserts that his Probation account has incorrectly reflected that he should be paying arrears. He states that, pursuant to the court's April 13, 2018 order, which was consented to by the parties, he would not make payments towards his arrears until Schafer's emancipation. Mr. Sembrat argues that Probation has refused to reflect this order and that the present arrears have caused tax problems. He states that Probation informed him that the arrears cannot be set as future arrears and will remain present arrears, which continue to cause enforcement actions. Mr. Sembrat asserts that his tax refund should not be withheld and placed towards his arrears because this is contrary to the court order.

PLAINTIFF'S FACTUAL CONTENTIONS AND SUBMISSIONS

Ms. Stanton argues that any potential windfall that the Probation department saw fit to apply to Mr. Sembrat's arrears was not discussed at the time of settlement. She admits that the

\$3,800 payment was released to her from Probation and that it is no longer available. Ms. Stanton argues that Mr. Sembrat's paying \$0 in arrears is financially burdensome to her.

DEFENDANT'S REPLY

Mr. Sembrat argues that Ms. Stanton admits that the \$3,800 she received was an arrears pay back. He asserts that this money should have never been paid and that Probation erred in releasing these monies. Mr. Sembrat disputes that Ms. Stanton is in financial crisis without the arrears being paid. He argues that she bought an expensive home and that her mother helps her financially. Mr. Sembrat asserts that his arrears were set so that he would not pay them until Schafer's emancipation because he cannot afford his rent or other basic living expenses.

COURT'S FINDINGS AND ANALYSIS

I. PROBATION ACCOUNT

Mr. Sembrat asserts that his probation account is incorrectly withholding monies from court settlements and tax refunds and is placing liens against his arrears. He claims that the court's April 13, 2018 order prohibits enforcement of his child support arrears until the parties' son Schafer is emancipated. Mr. Sembrat argues that, at that time, his arrears are to be addressed and that he will begin paying them. He states that Probation automatically took his settlement with his employer in the amount of \$3,800 and credited it towards his arrears. Mr. Sembrat states that, through the Hunterdon County Probation Department, this money was released to Ms. Stanton. Mr. Sembrat requests that Ms. Stanton immediately reimburse him \$3,800 and that Probation correct his account to reflect that no enforcement will take place.

Ms. Stanton admits that \$3,800 was released to her and credited towards Mr. Sembrat's substantial child support arrears. She does not dispute that the parties agreed that Mr. Sembrat would not make any payments towards his arrears until Schafer is deemed emancipated. However, she argues that, now that she has thought about it, she finds this agreement unequitable. Ms. Stanton argues that she and the children are dependent on Mr. Sembrat's child support payments. She argues that she cannot reimburse Mr. Sembrat \$3,800.

The power of a court to enforce an order is beyond question and the particular manner in which compliance may be sought is left to the sound discretion of the Court. Board of Educ. of the Twp. of Middletown v. Middletown Twp. Educ. Ass'n, 352 N.J. 501, 508-09 (Ch. Div.

The court's April 13, 2018 order states:

1. Defendant's child support obligation shall be set at \$135 per week, effective the date of this order.
2. Defendant's alimony obligation shall be set at \$0.
3. Defendant's arrears payback shall be set at \$0, to be revisited upon Schafer's emancipation.

Mr. Sembrat's probation account reflects arrears in the amount of \$21,516.42. The court finds that the \$3,800 shall not be returned. Mr. Sembrat received the necessary credit for this payment. The court will grant relief with respect to one aspect of the court's April 13, 2018 order. The order provides for Mr. Sembrat's arrears pay back to be temporarily suspended until Schafer's emancipation. The court intended that there would be no enforcement of the arrears until that time. Therefore, until the date of Schafer's emancipation, July 1, 2021, Probation shall not issue any credit reports, child support liens (on any settlements), bank levy, or automatically withhold his tax refunds. The court notes that it has no authority to exempt Mr. Sembrat from passport denial. If Schafer attends college or a technical school, either party may make a future application to continue to withhold Mr. Sembrat's obligation to pay back his arrears.

II. LIFE INSURANCE

Ms. Stanton requests that Mr. Sembrat provide proof of his life insurance policy and that he add an additional rider to ensure that this policy covers his substantial arrears as well. She states that his current policy involves additional riders and is in the amount of \$150,000.

The New Jersey Supreme Court has indicated that "[t]he basic contractual nature of matrimonial agreements has long been recognized." Pacifico v. Pacifico, 190 N.J. 258, 265 (2007). Courts should, therefore, enforce marital agreements as the parties intended. Id. at 266. Just as in other contractual situations, "[w]here a dispute arises as to the application of a property settlement agreement, the court may apply basic principles of fairness and equity to resolve ambiguities." Guglielmo, supra, 253 N.J. Super. at 541. In so doing, "[t]he 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, supra, 190 N.J. at 266 (quoting Atl. N. Airlines, Inc. v. Schwimmer, 12 N.J. 293, 302 (1953)).

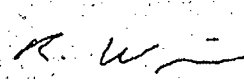
Paragraph 2.17 of the parties MSA states:

Husband's Obligation: Husband shall maintain life insurance with a death benefit in the amount of at least \$150,000 naming the Wife as custodian for the benefit of the unemancipated children of the marriage for as long as any child remains unemancipated. Husband shall provide Wife with proof that he continues to maintain such life insurance annually. Husband shall further maintain life insurance with a death benefit in the amount of at least \$150,000 naming Wife as beneficiary for as long as he has an alimony obligation. Husband shall provide Wife with proof that he continues to maintain such life insurance annually.

The court is required to enforce binding agreements formed by the parties. The court will not renegotiate the parties' agreement. Paragraph 2.17 of the parties' MSA requires that they both maintain a life insurance with a death benefit in the amount of at least \$150,000 naming the other as the beneficiary. Each party is responsible to maintain a policy for \$150,000. There is no obligation to increase this policy. Mr. Sembrat has a life insurance policy through his employer naming Ms. Stanton as the beneficiary. The proof that Ms. Stanton supplies does not show how much the policy is for. However, Ms. Stanton does not dispute that it is for at least \$150,000, which is the amount required by the MSA. Therefore, Ms. Stanton's request is denied. Of course, Mr. Sembrat is free to voluntarily increase this policy.

159-01-01-0012908-001230



| | | | | | | |
|---|-------------------------------------|---|-------------|---|------------|-------------|
| DOCKET# | FM-10-000323-13 | CS# | CS91096114A | HEARING DATE | 06/28/2019 | PAGE 2 OF 2 |
| 14. | <input type="checkbox"/> | This matter is hereby RELISTED for a hearing on _____ before _____. A copy of this ORDER shall serve as the summons for the hearings. No further notice for appearance shall be given. Failure to appear may result in a default order, bench warrant, or dismissal. Reason for relist: | | | | |
| 15. | <input type="checkbox"/> | AN EMPLOYMENT SEARCH MUST BE CONDUCTED BY THE OBLIGOR. Written records of at least # _____ employment contacts per week must be presented to the Probation Division. If employed, proof of income and the full name and address of employer must be provided immediately to the Probation Division. | | | | |
| 16. | <input type="checkbox"/> | SERVICE upon which this order is based: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> Personal Service <input type="checkbox"/> Certified Mail: <input type="checkbox"/> Date: _____ Signed by: _____ </div> <div> <input type="checkbox"/> Refused <input type="checkbox"/> Returned Unclaimed </div> <div> <input type="checkbox"/> Diligent Inquiry <input type="checkbox"/> Regular Mail (not returned) <input type="checkbox"/> Other: _____ </div> </div> | | | | |
| 17. | <input type="checkbox"/> | A BENCH WARRANT for the arrest of the obligor is hereby ORDERED. The obligor was properly served with notice for court appearance on _____, and failed to appear. (Service noted above). An amount of \$ _____ shall be required for release. <input type="checkbox"/> THE OBLIGOR IS HEREBY INCARCERATED in the _____ County Jail until the obligor pays \$ _____ or until further notice of this court. The obligor was found to be not indigent and had the ability to pay the support order for reasons indicated below. | | | | |
| 18. | <input type="checkbox"/> | EFFECTIVE _____ FUTURE MISSED PAYMENT(S) numbering _____ or more may result in the issuance of a warrant, without further notice. | | | | |
| 19. | <input type="checkbox"/> | A LUMP SUM PAYMENT OF \$ _____ must be made by the obligor by _____, or a bench warrant may be issued without further notice. | | | | |
| 20. | <input type="checkbox"/> | This complaint / motion is hereby DISMISSED: (reason) _____ | | | | |
| 21. | <input type="checkbox"/> | Order of Support is hereby TERMINATED effective _____, as _____. Arrears accrued prior to effective date, if any, shall be paid at the rate and frequency noted on page number one of this ORDER. | | | | |
| 22. | <input type="checkbox"/> | THIS ORDER IS ENTERED BY DEFAULT. The <input type="checkbox"/> obligor <input type="checkbox"/> obligee was properly served to appear for a hearing on _____ and failed to appear. 22A. <input type="checkbox"/> Affidavit of Non-Military Service is filed. | | | | |
| 23. | <input checked="" type="checkbox"/> | It is further ORDERED: <u>Until the date of Schafer's emancipation, July 1, 2021, Probation shall not issue any credit reports, child support liens (on any settlements), bank levy, or automatically withhold his tax refunds.</u> | | | | |
| EXCEPT AS PROVIDED HEREIN, ALL PRIOR ORDERS OF THE COURT REMAIN IN FULL FORCE AND EFFECT. | | | | | | |
| I hereby declare that I understand all provisions of this ORDER recommended by a Hearing Officer and I waive my right to an immediate appeal to a Superior Court Judge: | | | | | | |
| PLAINTIFF | | DEFENDANT | | | | |
| ATTORNEY FOR PLAINTIFF | | ATTORNEY FOR DEFENDANT | | | | |
| 24. | <input type="checkbox"/> | INTAKE CONFERENCE BY AUTHORIZED COURT STAFF: PROBATION PREPARED CHILD SUPPORT ORDER | | | | |
| 25. | <input type="checkbox"/> | The parties request the termination of all Title IV-D services and consent to direct payment of support. They are advised that all monitoring, collection, enforcement and location services available under Title IV-D of the Social Security Act are no longer in effect. I understand I may reapply for Title IV-D services. | | | | |
| | | _____ | | _____ | | |
| | | obligee | | obligor | | |
| 26. | <input type="checkbox"/> | Copies provided at hearing to <input type="checkbox"/> obligee <input type="checkbox"/> obligor 26A <input checked="" type="checkbox"/> Copies to be mailed to <input checked="" type="checkbox"/> obligee <input checked="" type="checkbox"/> obligor | | | | |
| TAKE NOTICE THAT THE ATTACHED NEW JERSEY UNIFORM SUPPORT NOTICES ARE INCORPORATED INTO THIS ORDER BY REFERENCE AND ARE BINDING ON ALL PARTIES. | | | | | | |
| So Recommended to the Court by the Hearing Officer: | | | | | | |
| Date | | H.O. | | Signature | | |
| So Ordered by the Court: | | Judge ROBERT G WILSON | | J.S.C. | | |
| Date 07/01/2019 | | | |  Signature | | |



NEW JERSEY UNIFORM SUPPORT NOTICES

TAKE NOTICE that the following provisions are to be considered part of this order and are binding on all parties:

1. You must continue to make all payments until this court order is changed by another court order. The obligee and obligor shall notify the appropriate Probation Division of any change of address, employment status and health care coverage for themselves and the child(ren) within 10 days of the change. Notices are sent to the last address provided. Not providing this information is a violation of this Order. (R. 5:7-4A(d)).
2. Child support shall terminate by operation of law when a child marries, dies or enters military service. Child support shall also terminate on the child's 19th birthday unless another age is specified in a court order, which shall not extend beyond the child's 23rd birthday. (N.J.S.A. 2A:17-56.67 et seq.).
3. You must file a motion or application to the Family Division in the county in which the order was entered in order for the court to consider a change in the support order. Contact the Family or Probation Division for instructions. It is important to request a change as soon as possible after your income or the child(ren)'s status changes. In most cases, if you delay making your request and you are the obligor, you will have to pay the original amount of support until the date of your written request.
4. Payments must be made to the New Jersey Family Support Payment Center, P.O. Box 4880, Trenton, NJ 08650, unless the court directs otherwise. (R. 5:7-4(d)). Payments may be made by money order, check, direct debit from your checking account, or credit card. Gifts, other purchases, or in-kind payments made directly to the obligee or child(ren) will not fulfill the support obligation. Credit for payments made directly to the obligee or child(ren) may not be given without a court order.
5. No payment or installment for child support, or those portions of an order that are allocated for child support, shall be retroactively modified by the court except for the period during which the party seeking relief has pending an application for modification as provided in N.J.S.A. 2A:17-56.23a. (R. 5:7-4A(d)).
6. The amount of child support and/or the addition of a health care coverage provision in cases receiving services under Title IV-D of the Social Security Act shall be subject to review at least once every three years, on written request by either party to the Division of Family Development, P.O. Box 716, Trenton, NJ 08625-0716, as appropriate, or upon motion or application to the court. (N.J.S.A. 2A:17-56.8a; R. 5:7-4A(d)).
7. In accordance with N.J.S.A. 2A:34-23b, the custodial parent may require the non-custodial parent's health care coverage provider to make payments directly to the health care provider by submitting a copy of the relevant sections of the order to the insurer. (R. 5:7-4A(d)).
8. Social Security numbers are collected and used in accordance with section 205 of the Social Security Act (42 U.S.C. 405) to obtain individual's income, employment, and benefit information on individuals through computer matching programs with federal and state agencies, and such information is used to establish and enforce child support under Title IV-D of the Social Security Act (42 U.S.C. 651 et seq.). Disclosure of an individual's Social Security number for Title IV-D purposes is mandatory. (R. 5:7-4A(d)).
9. The United States Secretary of State shall refuse to issue or renew a passport to any person certified as owing a child support arrearage exceeding the statutory amount. In addition, the U.S. Secretary of State may take action to revoke, restrict or limit a passport previously issued to an individual owing such a child support arrearage. (42 U.S.C. 652(k)).
10. Failure to appear for a hearing to establish or to enforce an order, or failure to comply with the support provisions of this order may result in incarceration. If you fail to appear, a default order may be entered against you or a warrant may be issued for your arrest (R. 5:7-4A(d)).
11. Any payment or installment for child support shall be fully enforceable and entitled to full faith and credit and shall be a judgment by operation of law on and after the date it is due (N.J.S.A. 2A:17-56.23.a; R. 5:7-4A(d)). Any non-payment of child support has the effect of a lien against your property. This lien may affect your ability to obtain credit or to sell your property. ~~Failure to remit timely payment automatically results in the entry of a judgment against the obligor and post-judgment interest may be charged.~~ Any party to whom the child support is owed has the right to request assessment of post-judgment interest at the rate prescribed by Rule 4:42-11(a) before the judgment may be satisfied. (R. 5:7-4A(d)).
12. In accordance with N.J.S.A. 2A:17-56.7 et seq., the child support provisions of a court order are subject to income withholding on the effective date of the order unless the parties agree, in writing, to an alternative arrangement or either party shows and the court finds good cause to establish an alternative arrangement. The income withholding is effective upon all types of income including wages from current and future employment. (R. 5:7-4A(a)(3)). The child support provisions of the order are subject to income withholding when a child support arrearage has accrued in an amount equal to or in excess of the amount of support payable for 14 days. The withholding is effective against the obligor's current and future income from all sources authorized by law. (R. 5:7-4A(b)).
13. Any occupational, recreational, and professional licenses, including a license to practice law, held or applied for by the obligor may be denied, suspended or revoked if: 1) a child support arrearage accumulates that is equal to or exceeds the amount set by statute, or 2) the obligor fails to provide health care coverage for the child as ordered by the court, or 3) a warrant for the obligor's arrest has been issued by the court for obligor's failure to pay child support as ordered, or for obligor's failure to appear at a hearing to establish paternity or child support, or for obligor's failure to appear at a child support hearing to enforce a child support order and said warrant remains outstanding. (R. 5:7-5).
14. The driver's license held or applied for by the obligor may be denied, suspended, or revoked if 1) a child support arrearage accumulates that is equal to or exceeds the amount set by statute, or 2) the obligor fails to provide health care coverage for the child as ordered by the court. The driver's license held or applied for by the obligor shall be denied, suspended, or revoked if the court issues a warrant for the obligor's arrest for failure to pay child support as ordered, or for failure to appear at a hearing to establish paternity or child support, or for failure to appear at a child support hearing to enforce a child support order and said warrant remains outstanding. (R. 5:7-5).
15. The name of any delinquent obligor and the amount of overdue child support owed will be reported to consumer credit reporting agencies as a debt owed by the obligor, subject to all procedural due process required under State law. (N.J.S.A. 2A:17-56.21).
16. Child support arrears may be reported to the Internal Revenue Service and the State Division of Taxation. Tax refunds and homestead rebates due the obligor may be taken to pay arrears (N.J.S.A. 2A:17-56.16).
17. Child support arrears shall be paid from the net proceeds of any lawsuit, settlement, civil judgment, civil arbitration award, inheritance or workers' compensation award to a prevailing party or beneficiary before any monies are disbursed. (N.J.S.A. 2A:17-56.23b).
18. Periodic or lump sum payments from State or local agencies, including lotteries, unemployment compensation, workers' compensation or other benefits, may be seized or intercepted to satisfy child support arrearages. (N.J.S.A. 2A:17-56.53).
19. If you owe past due child support, your public or private retirement benefits, and assets held in financial institutions may be attached to satisfy child support arrearages. (N.J.S.A. 2A:17-56.53).
20. A person under a child support obligation, who willfully fails to provide support, may be subject to criminal penalties under State and Federal law. Such criminal penalties may include imprisonment and/or fines. (N.J.S.A. 2C:24-5; N.J.S.A. 2C:62-1; 18 U.S.C. 22).
21. If this order contains any provision concerning custody and/or parenting time, both parties are advised: Failure to comply with the custody provisions of this court order may subject you to criminal penalties under N.J.S.A. 2C:13-4, Interference with Custody. Such criminal penalties include, but are not limited to, imprisonment, probation, and/or fines. Si usted deja de cumplir con las cláusulas de custodia de esta orden del tribunal, puede estar sujeto (sujeta) a castigos criminales conforme a N.J.S.A. 2C:13-4, Interference with Custody, (Obstrucción de la Custodia). Dichos castigos criminales incluyen pero no se limitan a encarcelamiento, libertad, multas o una combinación de los tres.

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