Einhorn Barbarito Partner Argues Case before New Jersey Supreme Court

On October 14, 2015, Einhorn Barbarito Partner, Bonnie C. Frost argued the case of Quinn v. Quinn before the New Jersey Supreme Court. It was a case which addressed the issue of the enforcement of the terms of a separation agreement which the parties had incorporated into the terms of the final judgment of divorce. In that agreement, they agreed that the husband's obligation to pay all alimony would cease upon the wife's cohabitation as defined by case law.

28 months after the wife began cohabiting, the husband filed a motion to terminate his alimony obligation. The wife however, disputed the allegation that she cohabited with her boyfriend and as a result, a multi-day hearing took place solely on the issue of whether or not she was cohabiting.

At the end of the case, the trial court did find that she was cohabiting with her boyfriend and suspended the husband's alimony obligation during the 28 months that it found she had cohabited. However, despite the Agreement which clearly states that the obligation to pay alimony would “terminate upon the death, remarriage or cohabitation of either party,” the court did not terminate the obligation, it simply suspended it during the time the wife was cohabitating and revived the obligation after she ended the relationship. Coincidentally, upon our client filing his motion to terminate alimony, his ex-wife’s cohabitation allegedly ceased.

The issue which was addressed by the Supreme Court was whether or not the court had the power to rewrite the terms of the parties agreement. Many years after the fact, knowing that agreements are the result of give-and-take, if one term is changed, potentially the terms of the rest of the agreement then can become unfair.

We are now awaiting the court's decision.