

2026 NJSBA Virtual Spring Conference

YOUR AI IS NOT EQUAL TO MY LAW DEGREE – DIFFICULT CLIENTS AND THE DANGERS OF AI

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Loose AI Prompts Sink Ships: How *Heppner* Shook the Legal Community

3.10.2026

By Elizabeth E. Schlissel and Daryl T. Caffarone



Artificial intelligence has steadily begun to transform nearly every professional industry in the world, and this month Judge Jed S. Rakoff of the U.S. District Court for the Southern District of New York issued a decision in *United States v. Heppner*^[1] that has made more waves in the legal community's already persistent AI storm. The legal community has been abuzz discussing Judge Rakoff's Feb. 10 oral ruling and his corresponding Feb. 17 written decision, which held that defendant Bradley Heppner's AI queries and responses were not protected by the attorney-client privilege or work product doctrine. In his decision, Judge Rakoff noted that "the implications of AI for the law are only beginning to be explored."^[2] The *Heppner* decision is both a wake-up call and a warning to attorneys and their clients.



What Happened in *Heppner*?

In *Heppner*, a criminal defendant input materials received from his counsel regarding case strategy into the AI platform Claude. Heppner input this information without his counsel's direction or request. During the execution of a search warrant, the government recovered multiple electronic devices containing Heppner's AI prompts and outputs. Heppner's criminal defense counsel argued that the government should not be able to view the content of Heppner's AI queries because such content was protected by privilege and the attorney work product doctrine. The court disagreed, ruling that no protections attached to Heppner's use of the AI platform.

Heppner's use of Claude in connection with his case should not come as a surprise to the legal community. Nowadays, many people refer to generative AI tools such as ChatGPT or Claude as if they are sentient, or personal assistants, colloquially saying they "asked ChatGPT" a question or "talked to Claude." In this respect, a client may have the false reassurance that what they input into these platforms is somehow unique compared to other search engines. However, these platforms are algorithms that review and dissect the data you input. Both the inputted information and the AI-generated responses are just as discoverable as a Google search.

Claude does not conceal how it learns from a user's data. In fact, it would violate numerous data privacy laws if Claude's methods of processing personal user data were hidden. Privacy policies, including the one on Claude's website, openly inform users how their data is used. However, very few users actually read the fine print on these privacy policies, or even know these policies exist in the first place. It would probably surprise most people to learn that Claude's privacy policy explicitly gives its parent company, Anthropic, the right to disclose a user's data to third parties in connection with legal disputes and litigation.

The Aftermath of the *Heppner* Decision: What Should We Expect To See Next?

Heppner marks the beginning of what will surely be a series of rulings that contemplate the effect AI tools have on the cloak of confidentiality. For instance, would the court in *Heppner* have ruled differently if the defendant had used a closed AI enterprise system that kept the information confidential and inaccessible to the public? Courts may hold that the use of these AI enterprise systems, in collaboration and consultation with legal counsel, may be treated more akin to a third-party consultant, and thus privileged. Interestingly, the court in *Heppner* noted that “[h]ad counsel directed Heppner to use Claude, Claude might arguably be said to have functioned in a manner akin to a highly trained professional who may act as a lawyer's agent within the protection of the attorney-client privilege.”^[3]

In addition, we should expect to see more courts weighing in on the discoverability of AI “conversations.” In January this year, Judge Sidney H. Stein affirmed a motion to compel requiring broad discovery of AI training outputs in a copyright litigation.^[4] The court noted that conversations with AI chatbots are distinguishable and weaker than the privacy interests and protections given to traditional person-to-person conversations, such as telephone conversations. We may see courts ordering vast discovery of AI chatbot conversations in future litigations.

What Firms and Practitioners Should Do Now

Attorneys should take immediate steps to protect both clients and law firms from inadvertent waiver of the attorney-client privilege. Specifically, attorneys should: (1) include robust disclaimers and warnings in engagement letters and email signatures alerting clients to the risks of using AI platforms in connection with their legal matters; (2) review the privacy policies of any AI tools used in the practice; and (3) advise clients to disable AI notetakers during confidential conference calls.

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Endnotes:

^[1] 1:25-cr-00503(JSR), 2026 WL 436479 (S.D.N.Y. Feb. 17, 2026).

^[2] *Id.* at *1.

[\[3\]](#) *Id.* at *3; *cf. United States v. Adlman*, 68 F.3d 1495, 1498-99 (2d Cir. 1995) (citing *United States v. Kovel*, 296 F.2d 918 (2d Cir. 1961)).

[\[4\]](#) *In re OpenAI, Inc., Copyright Infringement Litig.*, 2026 U.S. Dist. LEXIS 1986, 2026 WL 21676, at *2 (S.D.N.Y. Jan. 5, 2026).

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

-v-

BRADLEY HEPPNER,

Defendant.

25 Cr. 503 (JSR)

MEMORANDUM

JED S. RAKOFF, U.S.D.J.:

At a pretrial conference in this matter held on February 10, 2026, the Court, after hearing the arguments of counsel, granted from the bench the Government's motion for a ruling that certain written exchanges that defendant Bradley Heppner had with a generative artificial intelligence ("AI") platform were not protected from Government inspection by either the attorney-client privilege or the work product doctrine. See ECF No. 22 ("Gov't Mot."). This Memorandum sets forth the reasons for the Court's ruling.

I. Background and Procedural History

Generative artificial intelligence tools have become increasingly prevalent across various domains of human activity. It has reliably been estimated, for instance, that more than half of United States households have adopted AI in some form. See Bond, Trends - Artificial Intelligence (2025), https://www.bondcap.com/report/pdf/Trends_Artificial_Intelligence.pdf at 59 (accessed February 12, 2026). Only three years after its release, one prominent AI platform is being used by more than 800 million people worldwide every week. Id. at 55. Yet the implications of AI for the law are only beginning to be explored.

Thus, the Court's ruling in this case appears to answer a question of first impression nationwide: whether, when a user communicates with a publicly available AI platform in connection with a pending criminal investigation, are the AI user's communications protected by attorney-client privilege or the work product doctrine?¹ For the reasons that follow, the answer is no.

On October 28, 2025, a grand jury in this District returned an indictment charging Heppner with securities fraud, wire fraud, conspiracy to commit securities fraud and wire fraud, making false statements to auditors, and falsifying corporate records. ECF No. 3. The indictment was unsealed on November 4, 2025, see ECF No. 4, and Heppner was arrested the following day in the Northern District of Texas. On November 10, 2025, Heppner pleaded not guilty before this Court to all the charges against him and was released on bond. See ECF Nos. 16, 18. Trial is set to commence April 6, 2026. See ECF No. 16.

The charges against Heppner arise from his alleged misconduct as an executive of several corporate entities, including the publicly traded company GWG Holdings, Inc. ("GWG"). See generally ECF No. 3. At a high level, the indictment charges that Heppner defrauded GWG's investors out of more than \$150 million by making false representations about, and causing GWG to enter into undisclosed self-serving

¹ The Court is unaware of, and the parties have not identified, any case to date that has presented this issue. Most published decisions involving generative artificial intelligence have had to do with attorneys' misuse of that technology. That set of concerns is plainly not present here.

transactions concerning, two privately held companies that Heppner controlled, Beneficient Company Group, L.P. and Highland Consolidated L.P. See id. ¶¶ 1-3.

In connection with Heppner's arrest on November 4, 2025, agents with the Federal Bureau of Investigation executed a search warrant at Heppner's home and seized numerous documents and electronic devices. See Gov't Mot. at 3; ECF No. 23-1 at 1. Heppner's counsel later represented to the Government that among the seized materials were approximately thirty-one documents that memorialize communications that Heppner had with the generative AI platform "Claude," which is operated by the private company Anthropic. See Gov't Mot. at 3; ECF Nos. 23-1 23-2. According to Heppner's counsel, the documents represent communications between Heppner and Claude that took place "in 2025, after Mr. Heppner had received a grand jury subpoena [and] after it was clear with discussions with the government that Mr. Heppner was the target of this investigation." Transcript, February 10, 2026 ("Tr.") at 4. Without any suggestion from counsel that he do so, Heppner "prepared reports that outlined defense strategy, that outlined what he might argue with respect to the facts and the law that we anticipated that the government might be charging." Id. Thus, counsel asserted, Heppner "was preparing these reports in anticipation of a potential indictment." Id.

In exchanges with the Government, Heppner, through his counsel, asserted privilege over these documents (the "AI Documents"), arguing that (1) Heppner had inputted into Claude, among other things,

information that Heppner had learned from counsel; (2) Heppner had created the AI Documents for the purpose of speaking with counsel to obtain legal advice; and (3) Heppner had subsequently shared the contents of the AI Documents with counsel. See Gov't Mot. at 3-4, 11; ECF Nos. 23-2, 23-4, 23-5. Heppner's counsel conceded, however, that counsel "did not direct [Heppner] to run Claude searches." ECF No. 23-5. Pursuant to a "Privilege Protocol Stipulation," the Government and Heppner's counsel agreed that the Government would segregate the AI Documents and not inspect them pending the resolution of Heppner's claims of privilege, and Heppner's counsel listed the AI Documents in Heppner's privilege log. See Gov't Mot. at 3-4 & n.1; ECF Nos. 23-1, 23-2.

On February 6, 2026, the Government moved, in writing, for a ruling that the AI Documents are protected by neither the attorney-client privilege nor the work product doctrine. Gov't Mot. The Court heard oral argument on the Government's motion at the pretrial conference held on February 10, 2026, and, as noted, orally granted the motion.

II. Attorney-Client Privilege

It is well established that the attorney-client privilege attaches to, and protects from disclosure, "communications (1) between a client and his or her attorney (2) that are intended to be, and in fact were, kept confidential (3) for the purpose of obtaining or providing legal advice." United States v. Mejia, 655 F.3d 126, 132 (2d

Cir. 2011).² Courts construe the attorney-client privilege narrowly because it operates as an exception to the rule that “all relevant proof is essential” for a complete record and for “confidence in the fair administration of justice.” In re Six Grand Jury Witnesses, 979 F.2d 939, 943 (2d Cir. 1992). See also, e.g., Calvin Klein Trademark Tr. v. Wachner, 198 F.R.D. 53, 55 (S.D.N.Y. 2000).

Applying these principles here, the AI Documents lack at least two, if not all three, elements of the attorney-client privilege. First, the AI Documents are not communications between Heppner and his counsel. Heppner does not, and indeed could not, maintain that Claude is an attorney. “In the absence of an attorney-client relationship, the discussion of legal issues between two non-attorneys is not protected by attorney-client privilege.” E.g., In re OpenAI, Inc., Copyright Infringement Litig., 802 F. Supp. 3d 688, 699 (S.D.N.Y. 2025). Because Claude is not an attorney, see ECF No. 23-6, that alone disposes of Heppner’s claim of privilege.

The Court is aware that some commentators have argued that whether Claude is an attorney is irrelevant because a user’s AI inputs, rather than being communications, are more akin to the use of other Internet-based software, such as cloud-based word processing applications. But the use of such applications is not intrinsically privileged in any case, and the argument that Claude is like any other form of software

² Except where otherwise indicated, all quotations in this Memorandum omit citations, quotation marks, footnotes, brackets, ellipses, and other alterations in source material.

only cuts against the invocation of privilege because all “[r]ecognized privileges” require, among other things, “a trusting human relationship,” such as, in the attorney-client context, a relationship “with a licensed professional who owes fiduciary duties and is subject to discipline.” See Ira P. Robbins, Against an AI Privilege, JOLT Dig., Harvard L. Sch. (Nov. 7, 2025), <https://jolt.law.harvard.edu/digest/against-an-ai-privilege>. No such relationship exists, or could exist, between an AI user and a platform such as Claude.

Second, the communications memorialized in the AI Documents were not confidential. This is not merely because Heppner communicated with a third-party AI platform but also because the written privacy policy to which users of Claude consent provides that Anthropic collects data on both users’ “inputs” and Claude’s “outputs,” that it uses such data to “train” Claude, and that Anthropic reserves the right to disclose such data to a host of “third parties,” including “governmental regulatory authorities.” See Anthropic, Privacy Policy (as of February 19, 2025), <https://www.anthropic.com/legal/archive/a2eecf43-807a-4a53-89dd-04c44c351138>. The policy clearly puts Claude’s users on notice that Anthropic, even in the absence of a subpoena compelling it to do so, may “disclose personal data to third parties in connection with claims, disputes[,] or litigation.” Id. More generally, as another court in this District recently observed, AI users do not have substantial privacy interests in their “conversations with [another publicly accessible AI platform] which users voluntarily disclosed” to the platform and which the platform “retains in the normal course

of its business.” In re OpenAI, Inc., Copyright Infringement Litig., No. 25 MD 3143, ECF No. 1021 at 3 (Jan. 5, 2026). For these reasons, Heppner could have had no “reasonable expectation of confidentiality in his communications” with Claude. See Mejia, 655 F.3d at 132-34. And the AI Documents are not like confidential notes that a client prepares with the intent of sharing them with an attorney because Heppner first shared the equivalent of his notes with a third-party, Claude. Cf. United States v. DeFonte, 441 F.3d 92, 95-96 (2d Cir. 2006) (per curiam).

Third, Heppner did not communicate with Claude for the purpose of obtaining legal advice. This issue perhaps presents a closer call because Heppner’s counsel asserts that Heppner communicated with Claude for the “express purpose of talking to counsel.” ECF No. 23-5. But, as Heppner’s counsel also conceded, Heppner did not do so at the suggestion or direction of counsel. See id. (noting that counsel “did not direct [Heppner] to run Claude searches”). Had counsel directed Heppner to use Claude, Claude might arguably be said to have functioned in a manner akin to a highly trained professional who may act as a lawyer’s agent within the protection of the attorney-client privilege. Cf. United States v. Adlman, 68 F.3d 1495, 1498-99 (2d Cir. 1995) (citing United States v. Kovel, 296 F.2d 918 (2d Cir. 1961)). But because Heppner communicated with Claude of his own volition, what matters for the attorney-client privilege is whether Heppner intended to obtain legal advice from Claude, not whether he later shared Claude’s outputs with counsel. And Claude disclaims providing legal

advice. Indeed, when the Government asked Claude whether it could give legal advice, it responded that "I'm not a lawyer and can't provide formal legal advice or recommendations" and went on to recommend that a user "should consult with a qualified attorney who can properly assess your specific circumstances." ECF No. 23-6 at 1-2.

Thus, the communications between Heppner and Claude were not privileged at the time they took place.³ Moreover, even assuming that Heppner intended to share these communications with his counsel and eventually did so, it is black-letter law that non-privileged communications are not somehow alchemically changed into privileged ones upon being shared with counsel. Thus, because the AI Documents "would not be privileged if they remained in [Heppner's] hands," they did not "acquire protection merely because they were transferred" to counsel. See Gould, Inc. v. Mitsui Min. & Smelting Co., Ltd., 825 F.2d 676, 679-80 (2d Cir. 1987).

III. Work Product Doctrine

Related to but distinct from the attorney-client privilege, the work product doctrine, "[a]t its core[,] . . . shelters the mental processes of the attorney, providing a privileged area within which

³ At oral argument, Heppner's counsel suggested in passing that the AI Documents may be privileged because they "incorporated information that we had conveyed to Mr. Heppner over the course of our representation." Tr. at 3. But even if certain information that Heppner input into Claude was privileged, he waived the privilege by sharing that information with Claude and Anthropic, just as if he had shared it with any other third party. Further, in light of Anthropic's privacy policy discussed above, Heppner had no reasonable expectation that the inputs would not be shared with other third parties.

he can analyze and prepare his client's case." United States v. Nobles, 422 U.S. 225, 238 (1975). The doctrine "provides qualified protection for materials prepared by or at the behest of counsel in anticipation of litigation or for trial." In re Grand Jury Subpoenas Dated March 19, 2002, and August 2, 2002, 318 F.3d 379, 383 (2d Cir. 2003). As with the attorney-client privilege, the work product doctrine is not "lightly created nor expansively construed," id. (quoting United States v. Nixon, 418 U.S. 683, 710 (1974)), and the Second Circuit has repeatedly held that the doctrine's purpose "is not generally promoted by shielding from discovery materials in an attorney's possession that were prepared neither by the attorney nor his agents," id. (citing Matter of Grand Jury Subpoenas Dated Oct. 22, 1991, and Nov. 1, 1991, 959 F.2d 1158 (2d Cir. 1992)). The doctrine's availability in reference to materials in the possession of a client "depends upon the existence of a real, rather than speculative, concern that the thought processes of [the client's] counsel in relation to pending or anticipated litigation would be exposed." Matter of Grand Jury Subpoenas, 959 F.2d at 1167 (quoting Gould, 825 F.2d at 680).

The AI Documents do not merit protection under the work product doctrine because, even assuming, arguendo, that they were prepared "in anticipation of litigation," In re Grand Jury Subpoenas, 318 F.3d at 383, they were nevertheless not "prepared by or at the behest of counsel," id., nor did they reflect defense counsel's strategy, see Matter of Grand Jury Subpoenas, 959 F.2d at 1167. As to the former, Heppner's counsel confirmed that the AI Documents "were prepared by

the defendant on his own volition.” Tr. at 5. That means that Heppner was not acting as his counsel’s agent when he communicated with Claude. As to the latter, counsel conceded that while the AI Documents did “affect” counsel’s strategy going forward, they did not “reflect” counsel’s strategy at the time that Heppner created them. See id.

At oral argument, Heppner resisted these conclusions by relying on two authorities. The first, Federal Rule of Criminal Procedure 16(b)(2)(A), is inapplicable on its face. That rule provides that, where the Government provides a defendant with pretrial discovery and the defendant thereby becomes obligated to satisfy the Government’s pretrial discovery requests, the defendant’s obligation does not extend to “discovery or inspection of reports, memoranda, or other documents made by the defendant, or the defendant’s attorney or agent, during the case’s investigation or defense.” Id. Here, however, the AI Documents were seized from Heppner, at the time of his arrest, pursuant to a search warrant the validity of which Heppner’s counsel does not challenge. See Gov’t Mot. at 3. The Government did not request them, and Heppner did not produce them, in pretrial discovery.

Heppner’s second authority is Shih v. Petal Card, Inc., 565 F. Supp. 3d 557 (S.D.N.Y. 2021). In that case, a Magistrate Judge in this District authorized the plaintiff to withhold certain communications that she had with an individual who was then her lawyer, and later became her husband, that the plaintiff prepared in anticipation of litigation or for trial. The court held that the work product doctrine protected such communications, “regardless of whether [the

lawyer/husband] was acting as her counsel at the time, and without showing that another attorney 'directed the work.'" Id. at 574.

Shih, of course, is not binding on this Court, and this Court respectfully disagrees with its holding. As relevant here, the court in Shih principally concluded that the work product doctrine is not limited to materials prepared by or at the direction of an attorney. Id. But that conclusion undermines the policy animating the work product doctrine, which, as one of the cases cited in Shih explains, is "to preserve a zone of privacy in which a lawyer can prepare and develop legal theories and strategy 'with an eye toward litigation.'" Parneros v. Barnes & Noble, Inc., 332 F.R.D. 482, 492 (S.D.N.Y. 2019) (quoting United States v. Adlman, 134 F.3d 1194, 1996 (2d Cir. 1998) (quoting, in turn, Hickman v. Taylor, 329 U.S. 495, 510-11 (1947))); see Shih, 565 F. Supp. 3d at 574 (citing Parneros). While it is true that the work product doctrine may apply to materials generated by non-lawyers, the Second Circuit has repeatedly stressed that the purpose of the doctrine is to protect lawyers' mental processes. See, e.g., In re Grand Jury Subpoenas, 318 F.3d at 383-85 (extensively describing doctrine's rationale and applying it to material "prepared by or for counsel"); Adlman, 134 F.3d at 1197 (similar); Adlman, 68 F.3d at 1500-02 (similar); Matter of Grand Jury Subpoenas, 959 F.2d at 1166 (doctrine "generally does not shield from discovery documents that were not prepared by the attorneys themselves, or their agents"); see also Bice v. Robb, 511 F. App'x 108, 110 (2d Cir. 2013) (summary

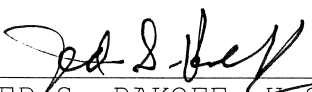
order) (declining to extend protection to documents “not the work product of an individual acting as [plaintiffs’] attorney”).

Here, there is no dispute that Heppner acted on his own when he created the AI Documents. See ECF No. 23-5 (noting that defense counsel “did not direct [Heppner] to run Claude searches”); Tr. at 5 (confirming same). Because the AI Documents were not prepared at the behest of counsel and did not disclose counsel’s strategy, they do not merit protection as work product.

IV. Conclusion

Generative artificial intelligence presents a new frontier in the ongoing dialogue between technology and the law. Time will tell whether, as in the case of other technological advances, generative artificial intelligence will fulfill its promise to revolutionize the way we process information. But AI’s novelty does not mean that its use is not subject to longstanding legal principles, such as those governing the attorney-client privilege and the work product doctrine. Because Heppner’s use of Claude fails to satisfy either of these rules, the AI Documents do not merit the protections Heppner has claimed.

New York, NY
February 17, 2026


JED S. RAKOFF, U.S.D.J.

OPINION COMMENTARY [Follow](#)

A Judge Mistakes the Claude Chatbot for a Person

Jed Rakoff holds that a defendant waived attorney-client confidentiality by asking AI about his case.

By Bridget McCormack and Shlomo Klapper

April 6, 2026 12:58 pm ET



GETTY IMAGES

A federal judge in Manhattan ruled in February that when a criminal defendant used an AI chatbot to prepare for his legal defense, he waived attorney-client privilege. The prosecution can now read every word he typed and the answers he received. If this reasoning stands, the consequences will reach far beyond artificial intelligence.

The defendant in *U.S. v. Heppner* wasn't a rogue litigant trying to replace his lawyers with a chatbot. He was represented by counsel and had already received privileged communications from his defense attorneys. His lawyers confirmed that he used Anthropic's Claude to organize and analyze that material in preparation for meetings with counsel. He then shared the AI's outputs with his attorneys, who used them in developing their strategy.

Judge Jed Rakoff held that the Claude transcripts were protected by neither the attorney-client privilege nor the work-product doctrine. The court's reasoning: By typing information into an AI platform, the defendant "shared" it with a third party, and because Anthropic's privacy policy permits data collection and potential further disclosure, no "reasonable expectation of confidentiality" existed.

The judge's error was straightforward: He treated an AI model like a person. Throughout his opinion, he refers to the software engaging in "communications" with the user. But AI isn't a person; it is a computing process. It can't be deposed, call the police or betray a confidence. The third-party disclosure rule exists because sharing information with a human being creates a risk that the human will further disseminate it.

That risk doesn't exist when the "third party" is a statistical model running on a server. Judge Rakoff considered, and dismissed, the obvious point that typing into an AI tool is no different from typing into a cloud-based software, such as Google Docs. His answer, that cloud computing "is not intrinsically privileged in any case," is a non sequitur. The question isn't whether Google Docs creates privilege. It's whether Google Docs destroys it. No lawyer in America thinks drafting a confidential memo in Google Docs waives the privilege over its contents. Judge Rakoff's opinion doesn't explain why the same act in another application does.

No court has ever gone this far. The American Bar Association concluded in 2017 that lawyers may use cloud computing without waiving privilege, provided they take reasonable security precautions. State bar authorities in New York, California and elsewhere have reached the same conclusion. The entire legal profession has operated on this understanding for more than a decade. Judge Rakoff's opinion doesn't cite, distinguish or acknowledge any of these authorities.

Other federal courts have reached the opposite of Judge Rakoff's conclusion. In *Warner v. Gilbarco* (2026), Judge Anthony P. Patti of the Eastern District of Michigan held that AI chatbots are "tools, not persons" and denied a motion to compel a litigant's AI materials. Last week Magistrate Judge Maritza D. Braswell of the District of Colorado reached the same conclusion in *Morgan v. V2X*. Her order posed the question *Heppner* never asked: Does anyone with a Google account forfeit all rights to confidentiality? Citing the Supreme Court's reasoning in *Carpenter v. U.S.*, she held that routing information through a third-party system doesn't destroy privacy protections.

Consider the practical consequences of *Heppner*. Google's terms of service grant the company a broad license to process user content and reserve the right to disclose data in response to legal process. Microsoft's terms are comparable. So are Amazon's, Apple's and Dropbox's. Under Judge Rakoff's

reasoning, every privileged document drafted in Google Docs, every confidential email sent through Gmail, every sensitive legal file stored in any cloud service has been “disclosed” to the provider. The logic is identical. The only difference is that the tool in this case had the letters “AI” attached to it.

The ruling also creates an extraordinary asymmetry in criminal proceedings. Federal prosecutors use AI tools every day for investigations, case preparation and legal research. Those uses are shielded by government privileges. But under *Heppner*, a defendant who uses the same technology to prepare his own defense has created a road map the prosecution can seize. Every question asked, every draft generated, every strategic pivot is preserved in the platform’s logs and available on subpoena. The government gets to use AI. Defendants don’t.

For litigants navigating the legal system without a lawyer, the impact is massive. Under this ruling, every interaction they have with an AI tool is fully discoverable. This hurts the population most in need of technological assistance and least equipped to absorb the consequences of AI log exposure.

We both use AI tools in our professional work, as does almost every lawyer, judge and executive in America. If using a computational tool to process information constitutes “disclosure” to a third party, the implications extend to everyone who has ever stored a confidential document in the cloud or sent an email. Much legal work is compromised.

Heppner is a single district court opinion. It binds no one beyond this case. But it grabbed public attention, and in law the opinion that gets read is the opinion that gets followed. Other courts may look to it for guidance. They should look elsewhere. The correct rule is straightforward: Using a tool to process information isn’t the same as disclosing information to a person. AI is infrastructure, not an interlocutor. Courts should reject this reasoning before its logic spreads.

Ms. McCormack is president and CEO of the American Arbitration Association. She served as chief justice of the Michigan Supreme Court, 2019-22. Mr. Klapper is CEO of Learned Hand AI. He served as a law clerk on the Second U.S. Circuit Court of Appeals, 2020-21.

2026 NJSBA Virtual Spring Conference

SURROGACY AGREEMENTS – REPRESENTING PARTIES WHO MAKE MIRACLES HAPPEN

Speakers:

Donald C. Cofsky, Esq.

Cofsky & Zeidman LLC, Haddonfield

Debra E. Guston, Esq.

C.A.E., Guston & Guston, LLP, Glen Rock

NEW JERSEY PREBIRTH PARENTAGE ORDER PROCESS

NJ GESTATIONAL CARRIER AGREEMENT ACT OF 2018

NJSA 9:17-60, ET SEQ AND NJ R.CT 5:14-4

PRESENTED BY DEBRA E. GUSTON, ESQ. & DONALD C. COFSKY, ESQ.

DOCUMENTS

- Order to Show Cause
- Verified Complaint
- Affidavits from Gestational Carrier and Spouse/CU Partner (if any)
- Affidavit/Certification from Intended Parent(s)
- Affidavit/Certification from IVF Doctor
- Affidavit/Certification from Independent Attorneys on Contract

DG

VERIFIED COMPLAINT

- Filed on behalf of Intended Parents
- Names and addresses of all parties and relationships
- Identify roles – IP or GC
- Assert compliance with all requirement of 9:17-60 et. seq or if not, describe deviation
- State anticipated due date and place of birth of child – if twins or more, multiple complaints needed as you need multiple orders
- Exhibits to be attached as follows

DG

EXHIBITS TO VERIFIED COMPLAINT

- Affidavit of GC:
 - Verifies age, independent counsel, may verify medical/psych screening before execution of GCA and one live birth or may verify compliance with all other requirements
 - Verifies spouse/partner also party to GCA
 - Verifies consent to file complaint and continued agreement that IPs are the legal parents and she is not the genetic mother of the child she carries
 - Suggest affidavit for veracity of document
 - Suggest document be sent through review attorney, as it is technically an adversarial process

DC

EXHIBITS TO VERIFIED COMPLAINT

- Affidavit of GC spouse/partner:
 - Verifies independent counsel, verify compliance with all other requirements
 - Verifies consent to file complaint and continued agreement that IPs are the legal parents and he (if male) is not the genetic father of the child wife/partner carries
 - Suggest affidavit for veracity of document
 - Suggest document be sent through review attorney, as it is technically an adversarial process

DC

EXHIBITS TO VERIFIED COMPLAINT

- Affidavit/Certification of IPS:
 - Verifies independent counsel, verify compliance with all other requirements
 - Verifies and confirms continued willingness to assume custody and responsibility for child to be born
 - May be Certification as it is being filed by their attorney
 - NOTE: some counties may require this, even though, this is the same info being verified in the complaint.

DG

EXHIBITS TO VERIFIED COMPLAINT

- Affidavit/Certification of IVF Doctor:

- Verifies name, practice name and address of physician performing the embryo transfer procedure or IVF work
- States the physician's state license number
- Verifies that the GC is not the genetic mother of the child to be born

Note: does not have to assert that the IPs are the genetic parent(s) as NJ law is genetics neutral in respect to the GCA Act – they could have used donor egg/sperm/embryos – all that matters is that the GC is not the genetic mother

DC

EXHIBITS TO VERIFIED COMPLAINT

- Affidavit/Certifications of Attorneys:
 - Verifies that each party (GC and IP) were independently represented in the drafting, negotiation and review of the GCA
 - Can be Affidavit or Certification
 - Some counties will want original signature
 - Some counties will accept electronic signature
 - Some counties will accept faxed/scanned signatures

DG

ORDER TO SHOW CAUSE

- Statement of acceptance of Complaint for filing and relief requested
- Hearing date, Judge, ON THE PAPERS IF UNOPPOSED
- Parties - No appearance required if no objection
- Appearances of attorneys may be waived consistent with Rule 5:14-4 (C) personal appearances of the parties are not required
- Service of Order on GC or her Attorney (makes her life a lot easier)
- The hospital or doctor should be served with a copy? Statute says notice to all necessary parties – not a requirement under the Rules or a general practice
- Return date to be inserted by court, Date for service on the Gestational Carrier (and spouse or partner) EXPEDITED
- Date for answer by the Gestational Carrier (and spouse or partner)
- Date for reply by the Intended Parents

DC

PARENTAGE ORDER

- Names of Intended Parents as they want them to appear on birth certificate
- Statement that the GC and her spouse ARE NOT PARENTS
- Direction to NJ Vitals to name Intended Parents as parents on birth certificate, authorization for foreign state vital records to do the same (cannot order them)
- Cite that the NJ court has established both personal and subject matter jurisdiction under the statute to enter this order (FFC issue very important – subject matter jurisdiction)
- NOTE on foreign IPs you should speak with their foreign counsel for any necessary wording for establishment of citizenship for child in home country

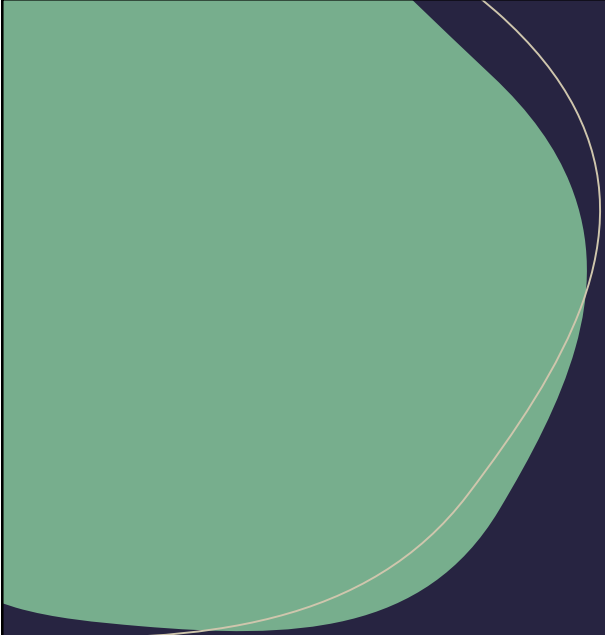
DG



Assisted Reproduction

- Assisted reproductive technology includes medical procedures used primarily to address infertility. This subject involves procedures such as in vitro fertilization, intracytoplasmic sperm injection, cryopreservation of gametes or embryos, and/or the use of fertility medication.

DG



Infertility

- Medical infertility - where one or both partners have a medical condition or physical condition that hampers or prevents them from conceiving
- Social infertility - the inability to "naturally" conceive a child because you do not have a partner of a different gender. Same-sex couples and single people are socially infertile

DG

Attorneys need to know some basic medical terms and procedures

- Gametes
- Insemination
- in vitro fertilization
- intracytoplasmic sperm injection
- Cryopreservation - Vitrification
- Retrieval

DG

Gametes

- Human sperm, ova (eggs) or embryos are referred to as gametes.
- Can be used in assisted reproduction in "fresh" state or frozen (cryostored)
- Gametes used in assisted reproduction may be the person or couples own or donor gametes or combination

DC

Insemination

- Artificial Insemination (AI) - introducing semen into the vagina for the purposes of creating a pregnancy
- Intra-uterine insemination (IUI) - introducing semen into the uterus
- IUI is currently the standard of care for insemination and is a more invasive procedure

DC

in vitro fertilization

- IVF is the process of fertilization by extracting eggs, retrieving a sperm sample, and then manually combining an egg and sperm in a laboratory dish. The resulting "pre-embryos" are allowed to divide for a time and are then often tested for viability, genetic issues and other structural issues. They are then graded and the best will be used or frozen

DC

intracytoplasmic sperm injection

- Intracytoplasmic sperm injection (ICSI /'ɪksi/ IK-see) is an in vitro fertilization (IVF) procedure in which a single sperm cell is injected directly into the cytoplasm of an egg. Used primarily for men with male infertility factor or where sperm is collected surgically
- Can be used to select gender or other paternal characteristics

DG

Cryopreservation

- Cryopreservation: The process of cooling and storing cells, tissues, or organs at very low temperatures to maintain their viability. For example, the technology of cooling and storing cells at a temperature below the freezing point ('196' C) permits high rates of survivability of the cells upon thawing. A decades old process for preserving sperm donations and embryos

DG

Vitrification

- The word “vitrification” comes from the Latin term for glass, *vitrum*. In the context of freezing eggs and embryos, vitrification is the process of freezing so rapidly that the water molecules don’t have time to form ice crystals, and instead instantaneously solidify into a glass-like structure. This technology is less than two decades old, but has made freezing eggs almost as reliable as freezing sperm

DG

Retrieval

- Medical procedures utilized to collect gametes for fertilization, preservation and implantation

DC

Why the term “third party” reproduction?

- Use of:
 - Donor sperm
 - Donor ova
 - Donated embryos
 - Traditional surrogacy
 - Gestational surrogacy

DC

Intended Parents

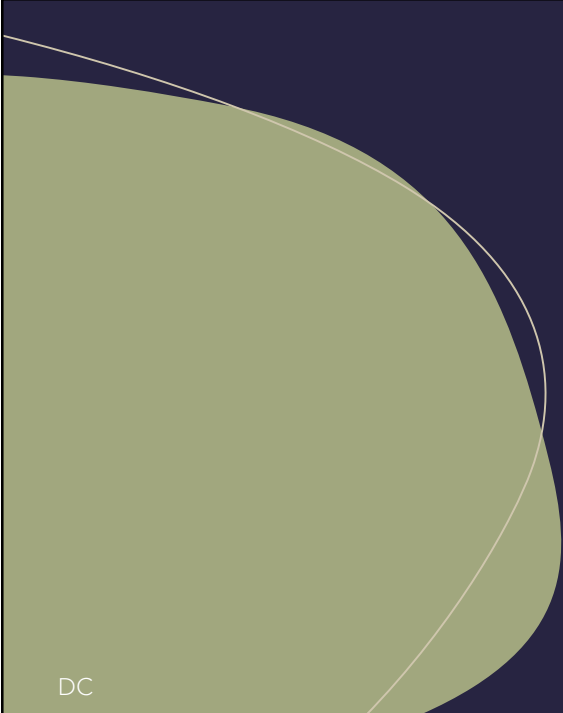
- The person or persons who seek to have a child through third party reproduction
- May be the genetic parents or not of children to be born
- State laws govern parentage determinations. Subject matter jurisdiction varies from restrictive to expansive and may have some issues, especially for Full Faith & Credit Recognition

DC

Surrogacy: Traditional (Genetic)

- Traditional or Genetic: the surrogate (carrier) is the genetic mother of the child. Under most state law, she is a legal parent and her rights will need to be terminated at some point after the birth of the child, usually in an adoption proceeding

DC



In re Baby M
109 N.J. 396 (1988)

- Still good law in New Jersey as to Traditional/Genetic Surrogacy
- Does not outlaw Genetic Surrogacy, just renders contracts for termination of surrogate's parental right pre-birth unenforceable along with other contractual provisions

DC

Surrogacy: Gestational

- The surrogate (carrier) is not the genetic mother of the child. An embryo has been created and transferred to her uterus.
- Under a growing body of state law, she is never a legal parent of the child and parentage orders will be issued pre- or post-birth to acknowledge the parentage of the Intended Parent(s). Some states have administrative process to acknowledge parentage.

DG

NJSA 9:17-60 et seq. New Jersey Gestational Carrier Agreement Act

Enacted in 2018

Details the requirements of an enforceable Gestational Carrier Agreement and the process for determining Parentage

N.J.R.Ct. 5:14-4 Adopted to implement Pre-Birth Parentage Order Process

IMPORTANT: While the statute allows the court to enter Parentage Orders when the Agreement deviates from the statutory requirements - NO ONE should want to go there!

DG

NJSA 9:17-60 The Bare-bones Requirements: The Surrogate

- Over 21
- Must be medically/psychologically cleared before signing
- Must have given birth to at least one child
- Has retained independent counsel who has counseled her about the terms of the agreement and the potential legal consequences of being a gestational carrier

DC

NJSA 9:17-60 The Bare-bones Requirements: The Intended Parents

- Must psychologically cleared before signing agreement
- Has retained independent counsel who has counseled them about the terms of the agreement and the potential legal consequences of being an Intended Parent.

DC

NJSA 9:17-60 The Bare-bones Requirements: The Terms

- Must be in writing
- If the GC is married or in civil union, spouse/partner must be party to agreement
- If an IP is married or in CU, spouse/partner must be a party and must be an IP
- Cannot be executed until all medical/psychological screening is complete

DG

NJSA 9:17-60 The Bare-bones Requirements: The Terms

- IPs must accept custody of the child immediately upon the child's birth and assume sole responsibility for the support of the child immediately upon the child's birth

DG

NJSA 9:17-60 The Bare-bones Requirements: Presumed Enforceable If...

The Agreement:

- A) satisfies the contractual requirements set forth in the statute
- B) contains at a minimum each of the terms set forth in the statute.
- In addition, an enforceable gestational carrier agreement shall include a provision setting forth:
 - the financial responsibilities of the parties;
 - that the intended parent shall pay the gestational carrier's reasonable expenses, as defined in the statute unless expressly waived, in whole or in part, in writing
- In the event any of the requirements are not met, a court of competent jurisdiction shall determine parentage based on the parties' intent.

DG

But these agreements are SO much more!

- Most GCAs can be 50-70 pages to cover not only the bare-bones requirements, but other best-practices; parties' other material and non-material agreements; representations that are material to the agreement; breach provisions; remedies/ADR provisions; medical/insurance and decision-making agreements; liability issues; etc...
- Here are some

DC

Other area lawyers need to evaluate in Surrogacy Agreements

- Liability issues
- Parentage Issues
- Ethical Issues
- Illegality
- Capacity of clients to enter into agreements
- Insurance

DG

Liability issues

- Who is responsible if a surrogate is injured or dies
- Who is responsible for economic losses of a party if there is a breach of an agreement
- Who is responsible if a fetus or baby is injured as a result of a surrogate's actions
- Who pays for baby's healthcare costs after birth?

DC

Parentage

- Who is the legal parent?
- What if IPs separate or divorce before birth?
- Can you obtain pre-birth orders or administrative determination? Will adoption be required?
- Who is responsible for a child's healthcare, etc. when born?
- What if child is ill or disabled?

DG

Ethical Issues

- Feminist arguments against surrogacy
 - Class differences between parties
 - Religious and ethical issues between parties:
 - Destruction of gametes
 - Termination of pregnancy and selective reduction
- We will be discussing some ethical dilemmas later on.

DG

Illegality

- Are arrangements illegal in a home state of one of the parties
- Can you avoid potential illegality with choice of law provisions
- Paying for service vs. paying for child
- Sale of tissue prohibitions
- Extended liability for attorneys or others involved

DC

Capacity

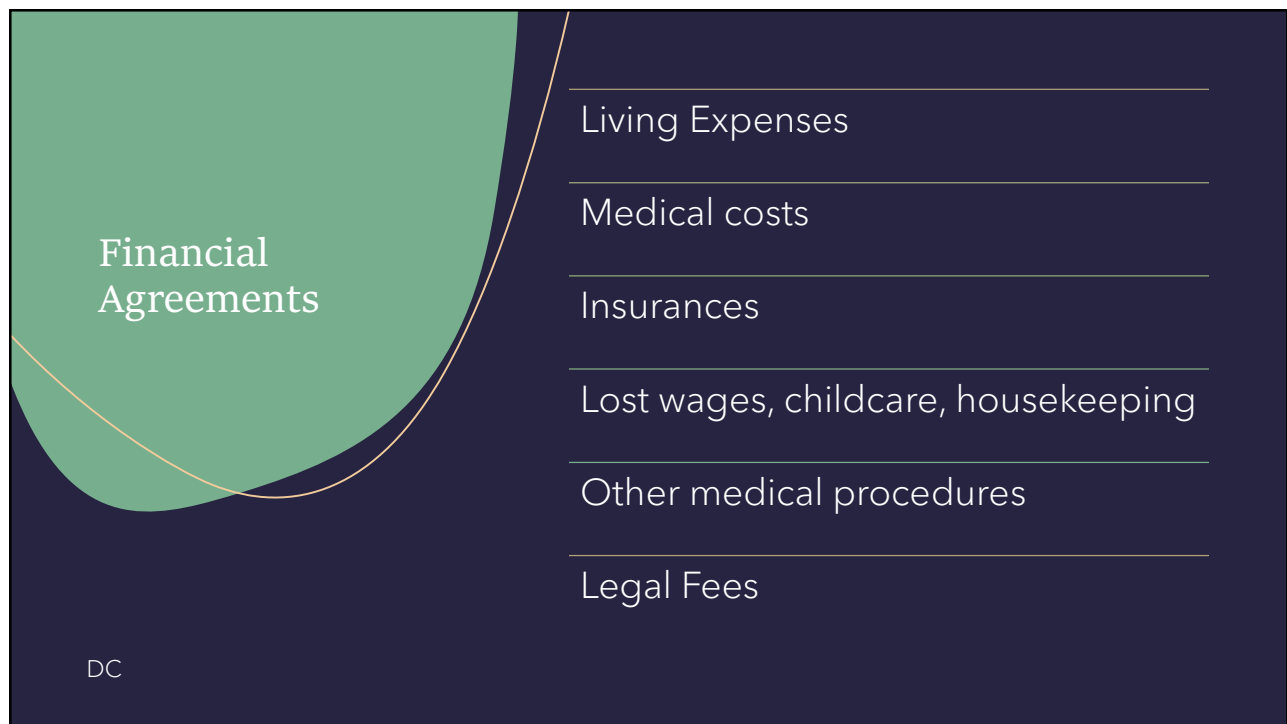
- Best practices for eligibility
- Financial stress
- Family disapproval
- Prior history of mental/physical health issues, breached agreements, substance abuse
- Ages of parties

DG

Insurance – Health, Life, Disability

- Is a carrier covered for their services
- Is an insurer going to seek reimbursement/assert lien for costs covered from compensation paid to donor or carrier
- Can Intended Parents purchase coverage
- Is insurance available for baby once born (international issue)
- Is GC insurable for life/disability coverage

DC



Other Agreements/Issues Involved

- Surrogacy Matching Programs or Agencies (in NY) may have Match Sheets or other documents parties have signed dealing with financial agreements – these could impact negotiations
- Reviews for insurance coverage, disability leave (state and private), maternity leave benefits – are they available for GC to offset lost wages for recovery?

DG

Parentage Recognition

- Cooperative process between IP and GC attorneys
- Good decisions for jurisdiction and timing must be made for fast and appropriate recognition of parentage
- Consider special circumstances
 - Foreign IP and nationality/travel issues
 - Same-sex couples and FFC recognition

DG

2026 NJSBA Virtual Spring Conference

ESTATE PLANNING FOR MODERN LOVE: PLANNING FOR UNMARRIED AND COHABITATING COUPLES

Speakers:

W. Lois Kahagi, Esq.

W. Lois Kahagi Family Law Services, Iselin

Jeralyn L. Lawrence, Esq., Past NJSBA President

Lawrence Law, LLC, Watchung

Alyssa Engleberg Nunn, Esq.

Hagan, Weisberg & Nunn, LLC, Cedar Knolls

Matheu D. Nunn, Esq.

Einhorn, Barbarito, Frost, Botwinick, Nunn & Musmanno, P.C.

Sharkey v. Overbeck

Superior Court of New Jersey, Chancery Division, Monmouth County

May 13, 2025, Decided

DOCKET NO. MON-C-150-23

Reporter

2025 N.J. Super. Unpub. LEXIS 803 *; 2025 LX 26836

JAMES SHARKEY, Plaintiff, v. DEBORAH OVERBECK, Defendant.

Notice: NOT FOR PUBLICATION WITHOUT THE APPROVAL OF THE COMMITTEE ON OPINIONS.

PLEASE CONSULT NEW JERSEY [RULE 1:36-3](#) FOR CITATION OF UNPUBLISHED OPINIONS.

Core Terms

cohabitation, parties, renovations, premises, termination, sentence, retaining wall, expenditures, mortgage payment, right to buy, credible, estimate, invoices, credits, expenses, move-in, duress, mortgage, checks, roof, reimbursement, equitable, rejects, repairs, reveals, rental, rights, eighteen months, circumstances, furnishings

Counsel: [*1] Melofchik & Fox (Gary E. Fox, Esq., appearing), attorneys for plaintiff.

Law Offices of Peter C. Lucas, LLC (Peter C. Lucas, Esq., appearing), attorneys for defendant.

Judges: FISHER, P.J.A.D. (t/a, retired on recall).

Opinion by: FISHER

Opinion

FISHER, P.J.A.D. (t/a, retired on recall).

In *A Midsummer Night's Dream*, Shakespeare said, "the course of true love never did run smooth." He might have added that, when not so true, love's course might run to a six-day chancery trial.

The parties here entered into a romantic relationship and then decided to purchase together a home in Middletown in late 2021 (J-1), with an understanding they would indefinitely cohabit there without necessarily marrying. To solidify their respective rights in this property, they entered into a **cohabitation agreement** (P-1); among other things, the **cohabitation agreement** provided remedies should their relationship not last. It didn't. In July 2023, approximately eighteen months after they moved in together, defendant Deborah Overbeck gave plaintiff James Sharkey written notice (P-3), under paragraph 19 of the **cohabitation agreement**, that she would no longer reside with him in their Middletown home. Their disagreements about how they were then [*2] to partition the property or otherwise settle their competing property claims - not perfectly explained in the agreement - generated this litigation.

I

James commenced the action in November 2023, a few months after Deborah moved out, by filing a complaint seeking partition of the property and other relief based on what he claims was Deborah's unjust enrichment. Deborah responded with an answer and counterclaim, in which she sought damages or other relief by way of: a

palimony theory; a claim that she and James had entered into a partnership or joint venture that required him to account; a similar claim that sought the imposition of a resulting trust; conversion; unjust enrichment; and partition. Her counterclaim also sought a declaratory judgment that, if granted, would invalidate the **cohabitation agreement**.

A trial commenced on April 28, 2025, and continued for the following four consecutive days, during which, in open court, the parties testified, as did the attorney who represented them during the purchase of the Middletown home and in the creation of the **cohabitation agreement**. During this phase, the court also heard testimony from vendors who claimed to have sold either goods or [*3] services to James that went into the Middletown home. The trial resumed by way of a virtual proceeding on May 6, 2025, for the sole purpose of confirming and resolving any objections to the many trial exhibits; at its conclusion, the court permitted the admission of over 100 exhibits in evidence.¹ And the trial resumed virtually again on May 8, 2025, during which the court heard counsel's thorough and forceful summations.

The court's findings of fact and conclusions of law now follow.

II

In turning to the factual disputes illuminated by the testimony and exhibits, the court first considers the parties' **cohabitation agreement** and the dispute about its enforceability. If enforceable, the court would be required to determine what the parties intended when they included certain ambiguous or unclear provisions. And, if unenforceable, the court would then have to determine how the property should be partitioned and whether, through the application of equitable principles, certain credits ought to be allowed. See, e.g., [Newman v. Chase, 70 N.J. 254, 263, 359 A.2d 474 \(1976\)](#); [Swartz v. Becker, 246 N.J. Super. 406, 412-13, 587 A.2d 1295 \(App. Div. 1991\)](#).²

Deborah's contention that the **cohabitation agreement** is unenforceable is based on a combination of things. She has asserted, for instance, that the attorney who prepared [*4] the agreement, and who represented the parties at the closing of their purchase of the Middletown home, was James's attorney and that the attorney never made this conflict known to her. Deborah also argues that the formation of the agreement was rushed and that its execution was even more rushed and didn't allow for her to freely and knowingly understand or appreciate that to which she was binding herself. The court finds from the credible evidence³ that Deborah was under no compulsion of the type or to the degree that might free her from the promises contained in the **cohabitation agreement**.

¹ J-1, J-2, J-3, P-1 through P-12, P-15 through P-77, P-79 through P-88, P-91 through P-94, P-96, and P-97, D-1 through D-11, Conley-1, Ataide-1, and Ataide-2.

² Although the Legislature has recognized partition as a legal remedy, [N.J.S.A. 2A:56-1 to -44](#), whether or how property should be partitioned by statutory authority is only permissive and ultimately turns on equitable principles. See [Newman, 70 N.J. at 263](#).

³ This is perhaps a propitious time to discuss the court's views about the parties' credibility. It is also a good opportunity to recognize that, unlike the theory underlying the "false-in-one-false-in-all" doctrine, see [Capell v. Capell, 358 N.J. Super. 107, 111 n.1, 817 A.2d 337 \(App. Div. 2003\)](#) (when a witness deliberately testifies falsely about a material fact, the finder of fact may draw an inference that the witness spoke falsely in many or all other matters), a witness may be credible in some respects and not credible in others. People do not either always lie or always tell the truth and that understanding what is certainly true here. Both James and Deborah were mostly credible, but the court also found that at the times they weren't credible, and that occurred on occasions when their testimony was motivated by a desire to better their respective economic position in this case. The court is also mindful that Deborah has argued that the court should not find James credible because of his past criminal convictions, even though those convictions have no particular bearing on the circumstances of this case. To be sure, the law recognizes that this type of evidence is admissible and may be considered by the trier of fact in ascertaining a witness's credibility, [N.J.R.E. 609](#), but the court rejects the notion - at least as it might apply here - that having been convicted of a crime means that a witness is never to be believed. In any event, the court is unable to say that one party was always credible and the other was never credible. Quite simply, there were times when the court found things both said to be credible and times when there were things they said that weren't credible, not for any glaring reason or from something about their demeanor while testifying, but because of the court's application of common sense about whether what it was they said made sense or seemed likely.

Deborah does not contend that she was physically forced to sign the **cohabitation agreement**. No one twisted her arm. Her claim is that she wasn't given all relevant information⁴ and that she was either under economic duress or just overwhelmed by the rapidity and circumstances of the agreement's creation and execution.

The classic understanding of economic duress requires a "wrongful or unlawful act or threat" that "deprives the victim of his [or her] unfettered will," Quigley v. KPMG Peat Marwick, LLP, 330 N.J. Super. 252, 263, 749 A.2d 405 (App. Div. 2000), with the decisive factor being the wielded pressure's "wrongfulness," Continental Bank v. Barclay Riding Academy, Inc., 93 N.J. 153, 176, 459 A.2d 1163 (1983). And, as Judge Freund further explained for the court in [*5] Wolf v. Marlton Corp., 57 N.J. Super. 278, 287, 154 A.2d 625 (App. Div. 1959), the conduct that generates duress "may be wrongful even though the act threatened is lawful"; courts instead look for conduct or threats that are "wrongful . . . in a moral or equitable sense."

The court first finds no economic duress arising from the agreement's content. The agreement provides for a 70/30 split of ownership. That, of course, isn't an equal split but the evidence reveals that while both parties were jointly liable on the mortgage loan, James contributed 77% and Deborah only 23% of the remaining cash needed to close.⁵ This fact reveals that Deborah was getting a better deal than one would normally expect under the circumstances. And while the **cohabitation agreement** included provisions that would allow James credits upon a cessation of their cohabitation for the money he contributed toward closing and for renovations done after closing,⁶ there's nothing unfair or burdensome about that. There is nothing unconscionable or one-sided in a provision that simply allowed a return of what was put into the home during cohabitation. The parameters of those credits are discussed later in this opinion.

Another bone of contention was James's right of first refusal in the event the [*6] parties should cease cohabiting. That the parties agreed James would have that right is hardly unfair or inequitable. The evidence, and the **cohabitation agreement** itself (paragraph 12), reveals that the property was also to be James's child's home, and James - beyond any question - put more into the property than Deborah. Common sense dictated that if either party was to have a right of first refusal, it would be James, who had the greater interest in the property and its retention after a termination of cohabitation. For these reasons, the court finds nothing unfair to Deborah about this part of the agreement.

Deborah, however, further argues that the circumstances in which the **cohabitation agreement** was entered suggest a form of duress or unconscionability that ought to urge a court of equity to step in and free her of its consequences. She claims that the agreement was hurried and that it was produced by an attorney who had represented James in the past and who had failed to reveal this conflict. The court rejects all of this. To be sure, the execution of the **cohabitation agreement**, on December 30, 2021, occurred during a COVID lockdown and papers were actually handed through car [*7] windows to the parties for execution. But - despite Deborah's testimony that she never saw the document until December 27, an assertion the court finds lacking in credibility - Deborah previously had plenty of time to review the draft agreement and to suggest changes. Indeed, the material terms seem based on a text Deborah had sent a month earlier on November 14, 2021 (P-96). The credible evidence also revealed that Deborah sent to the attorney red-lined suggestions and changes (P-93). And lastly, whether the agreement ended up containing ambiguities or uncertainties - as noted elsewhere in this opinion - does not create a reason to refuse its enforcement; they just create interpretation problems.

⁴ Although the **cohabitation agreement** refers to schedules setting forth the parties' assets and liabilities, no such schedules were attached. The agreement recognizes that this exchange of information could be waived, and the court concludes from their testimony that the parties were aware of their respective financial conditions and chose not to provide greater detail to each other.

⁵ To be precise, James put in \$49,263.07 (P-2), and Deborah put in \$14,896.94 (D-9).

⁶ The **cohabitation agreement** doesn't appear to expressly allow for a similar return to Deborah of what she put into the closing, but the court will come to that later.

The court also rejects Deborah's argument that the drafting attorney was in a conflict of interest - in that she indisputably had previously represented James - and that the attorney had not sought or obtained Deborah's waiver of that conflict. The court finds Deborah was not credible about this. The court instead finds Deborah was aware the attorney had represented James before, and the attorney - while the parties were engaged in negotiating the material terms of the agreement - told Deborah [*8] on more than one occasion about the advisability of obtaining independent counsel, as the attorney credibly testified. The cohabitation agreement itself clearly states that, by signing, Deborah was waiving any conflict of interest (P-1 at page 1, sixth whereas clause). The court concludes that the prior representation was known by Deborah and that she knowingly waived the conflict.

Lastly, the court finds no unequal bargaining power that would suggest Deborah was under wrongfully-imposed duress or coercion. She, as the November text (P-96) reveals, had a full say in the agreement's material terms. In fact, as the drafting attorney credibly testified and without contradiction from Deborah, from the start of the negotiations to the final version James's percentage of ownership in the property dropped from 90% to 80% to 70%. This convinces the court that Deborah was not an overwhelmed victim of duress; she possessed and successfully wielded her equal bargaining power in this transaction.⁷

In short, the court finds no economic duress, unconscionability, lack of bargaining power, or coercion here. Deborah was familiar with the agreement's material terms - having dictated some of them - and [*9] she entered into the agreement freely and knowingly. There was nothing compelling Deborah to sign off on the cohabitation agreement. She could have simply refused to sign it, or she could have asked for more time to think about it. Without sharing any of the concerns she now alleges, Deborah proceeded to sign the document. The court finds no legal or equitable ground for excusing her current performance of or compliance with the cohabitation agreement.⁸ Indeed, as the record reveals, Deborah continually believed the cohabitation agreement governed their rights in the property by providing James, on July 11, 2023, with a notice of termination (P-3), which expressly invoked paragraph 19 of the cohabitation agreement; she then said nothing to suggest she believed the agreement was unenforceable.⁹ Her present claim of some legal or equitable defect in the crafting or execution of the cohabitation agreement is not supported by the credible evidence and has no merit.

III

Although the cohabitation agreement is enforceable, it is also true that it is no model of clarity.¹⁰ Nevertheless, notwithstanding some confusing provisions, the court has been able to ascertain the parties' intentions by resorting [*10] to familiar principles of contract interpretation, see, [Barila v. Bd. of Educ. of Cliffside Park, 241 N.J. 595, 615, 230 A.3d 243 \(2020\)](#), and through consideration of the agreement's plain language, its purposes, and the surrounding circumstances, see [Highland Lakes Country Club & Cmty. Ass'n v. Franzino, 186 N.J. 99, 115, 892 A.2d 646 \(2006\)](#); [Jacobs v. Great Pacific Century Corp., 104 N.J. 580, 586, 518 A.2d 223 \(1986\)](#).

Paragraph 19 declares that *both* parties have a right of first refusal - "[e]ach party will give the other party the right of first refusal" - which seems like an impossibility unless the clause referred to a sale of a party's interest to some other person. But the paragraph does state that James would "hav[e] the first right as mortgagor" (emphasis added). The "as mortgagor" phrase is confusing because both parties were mortgagors, but, putting aside that

⁷ The attorney testified credibly that it was James who was feeling the pressure of these negotiations. The court gathers from all this that while both James and Deborah may have felt the stress that may be brought on when on the verge of entering into an important transaction, that stress or pressure was not unduly imposed by either party and certainly not to the extent that it would render their agreement unenforceable.

⁸ It should not go unnoticed that James performed his part of the bargain in all respects.

⁹ She also invoked the cohabitation agreement's paragraph 13 about items she left behind in the premises.

¹⁰ For example, the very first "whereas" clause declares the parties were not married and had no "present intention of marrying," while the very last paragraph (paragraph 37) states that the agreement "shall become effective upon the date the parties are married." The court finds from the credible evidence of the drafting attorney that paragraph 37's inclusion was erroneous. This and other typos or loose language demonstrate the agreement was not carefully constructed.

ambiguity, this provision does otherwise convey that it is James, not Deborah, who possessed "the first" right to buy out Deborah, not the other way around. As observed earlier, this makes sense considering the overall transaction, with James bearing the lion share of the investment and with the parties' acknowledgement that James's daughter would also reside there. If a party was later to decide that the cohabitation should not continue, it made sense - and was no doubt the parties' intention - that James would be the party who would have the first opportunity [*11] to buy out Deborah.

And so, the court concludes that the agreement envisioned and for the most part provided an understanding about the orderly disposition and vindication of the parties' property rights upon a terminating event. The agreement's fundamental concepts about how to proceed on a terminating event are clear enough to allow for its enforcement. See, e.g., [*Barry M. Dechtman, Inc. v. Sidpaul Corp.*, 89 N.J. 547, 552, 446 A.2d 518 \(1982\)](#) (recognizing that "the terms of the contract must be definite and certain so that the court may decree with some precision what the defendant must do" but that this certainty shouldn't stand in the way of the "practicalities and a full understanding of the parties' intent").

Since it was Deborah who announced a termination on July 11, 2023 (P-3), it became incumbent on James - upon choosing to exercise his right to buy out Deborah - to timely obtain an appraisal of the property (P-1, paragraph 19¹¹). He did that, providing, at his cost, an appraisal that stated the property's value to be \$694,000 (P-4).¹² This value fixed one part of the calculus for fixing the compensation due Deborah on James's exercise of his right to buy her out.

The second part of the calculus must be derived from paragraph 11 and James's entitlement to [*12] credits for having provided most of the consideration for the purchase of the home toward the end of 2021 and, though disputed, the money expended in improving the property then or soon after. It is here that the parties' cohabitation agreement - at times not very enlightening - generated the greatest uncertainty and necessitated the six-day trial just completed.¹³

To gain a proper understanding of the parties' intentions, the court starts with the fact, to which there is no dispute, that money was put into the home to improve it and that James provided those funds. The question about those expenditures that requires resolution concerns the extent to which James should now be given a credit for those expenditures. The parties' views of their intentions about paragraph 11's meaning diverge greatly. Because of those conflicting versions of the paragraph's meaning, and because of its importance to the disposition of this case, the court will break down paragraph 11, piece by piece.

Paragraph 11's first sentence - a long one - states that "[n]otwithstanding any provision contained herein to the contrary, any improvement that may be made to the aforesaid [p]remises, including, without limitation, [*13] the installation of any fixtures (e.g., plumbing, electrical, etc.), renovations, repairs, installation of carpeting, curtains, draperies, blinds, air conditioning systems, burglar alarm systems, landscaping, additions or improvements irrespective of the parties' financial contributions toward same, shall become the parties' joint and equally owned property, unless otherwise agreed." This sentence, it is fair to say, suggests that as a basic matter, or as a legal consequence, the things added to the premises would be understood as being jointly owned. But the sentence ends with "unless otherwise agreed," and so the first sentence doesn't really answer the question about James's

¹¹ James's purchase of Deborah's interest is to be based on "the fair market value" of the property which was to "be determined by a professional evaluator, the cost of whose services shall be borne by the party seeking to purchase the other's interest."

¹² There is no dispute about the accuracy of this appraisal at the time it was performed.

¹³ Do-it-yourself contracts, handshake agreements, or those drafted "on the cheap" - this one cost the parties \$500 - provide great fodder for chancery cases. In a commercial from the 1970s, an auto mechanic, in advising the purchase of a Fram oil filter, tells the customer: "you can pay me now or pay me later." In other words, he was telling the customer he could either spend a few extra bucks for a new oil filter now or pay later for a new transmission. The parties' failure to take the time and to expend the funds needed to obtain separate counsel to ensure a far clearer agreement has led them to pay later for the cost of ascertaining their property rights.

entitlement to credits for funds expended in the improving or altering of the property's condition because the parties did, in fact, "otherwise agree[]."

The very next sentence of paragraph 11 is that to which the unless-otherwise-agreed phrase in the first sentence clearly refers. This second sentence states that "[i]t is agreed that SHARKEY's contribution as to the retaining wall and move in renovations in the amount estimated at \$100,000 shall be credited to SHARKEY." To explain, James's credible testimony [*14] revealed there was a need to do something about a retaining wall because of the property's hilly nature. The parties' cohabitation agreement concedes the importance of dealing with the retaining wall and, indeed, James received an estimate to repair or rebuild the retaining wall of \$96,350 (P-72).¹⁴ This provision about the credit to which James would be due, however, is not limited to repairing or replacing the retaining wall, because the sentence itself also encompasses "move in renovations." The sentence does not further define what was meant by "move in renovations" and the parties have divergent interpretations about what that phrase means.

Before turning to that key move-in-renovation phrase, the court should further observe that no one thought or has argued that the interpreting canon known as the doctrine of "the last antecedent" applies. See State v. Gelman, 195 N.J. 475, 484, 950 A.2d 879 (2008) (absent a contrary intention, "a qualifying phrase . . . refers to the last antecedent phrase"); see also C.R. v. M.T., 461 N.J. Super. 341, 347-48, 221 A.3d 154 (App. Div. 2019), rev'd on other grounds, 248 N.J. 428, 259 A.3d 830 (2021). That is, if applied, this canon would suggest that this phrase - "the retaining wall and move in renovations in the amount estimated at \$100,000" - means that the \$100,000 estimate applies or modifies only [*15] "move in renovations," and the cost of repairing or replacing the retaining wall would not be part of the \$100,000 estimate. Certainly, grammar and common sense would make highly dubious any claim to a "first antecedent" interpretation: that the \$100,000 figured modified or related to the retaining wall but not move-in renovations. But oddly, as noted, the estimate for the retaining wall approximated \$100,000, and that an awkward "first antecedent" interpretation may have actually been the parties' intention. It's all perplexing but the testimony of both parties reveals to the court that they viewed the \$100,000 estimate to envelop both the retaining wall and whatever they meant by move-in renovations, so the court need not wrestle further with what it is that the \$100,000 estimate might be construed to modify.

Moreover, the \$100,000 figure was - as the sentence states - just an "estimate," it wasn't a limit. And even more relevant is the fact that the expenditures James seeks as his credit under paragraph 11 does not reach \$100,000, so whether that amount was intended as either an estimate or a limit is irrelevant.

And so, the court turns to the dispute about what constitutes "move [*16] in renovations," which, as noted, is not otherwise defined in the cohabitation agreement. It seems from their testimony that James understood move-in renovations as including any improvements that occurred during the short time (approximately eighteen months) that Deborah resided in the premises. On the other hand, Deborah contends that move-in renovations are different from "improvements," and that the former merely encompasses those things that had to be done for the parties to be able to move into the home. And, since they moved into the home the night they closed, and since the home then had a certificate of occupancy, there were, in Deborah's view, no move-in renovations.

The court doesn't accept Deborah's limited view of move-in renovations. It may be that the parties moved in immediately, so theoretically there were no renovations that had to be done before they could move in, but it is also clear to the court that both parties felt changes had to be made in the near future to bring the premises around to the way they preferred, and it's that loose understanding which the parties meant by move-in renovations.

Although not much focus was put on the last sentence of the agreement's [*17] paragraph 11, it too suggests that move-in renovations were something more than what it would take to make the property habitable. That sentence states: "SHARKEY shall provide actual costs of retaining wall and any renovations to the actual amount which shall be treated as contribution." Again, that's an awkward sentence, but the court views this - as illuminated by the

¹⁴ This amount was never fully paid, and the work has yet to be done. Instead, James credibly testified that he made an \$18,000 deposit on the job but that's as far as things progressed. He also testified credibly that the deposit was no longer refundable because the contractor purchased materials for the job.

parties' testimony - as incorporating those changes that were made soon after they moved in, which were accounted for by placing invoices, receipts and other memoranda constituting proof of James's expenditures, into a box. Deborah does not dispute that receipts were placed in a specific box. So, if, as she contends, there was to be no reimbursement for any improvements at all, then why make it a point to put these receipts and invoices into a box dedicated for that purpose?

The court also finds that the costs and expenses in dispute are typical of what a purchaser of a home might change after moving in even if the absence of such a change does not leave the home uninhabitable. James seeks a credit for painting, flooring, lighting in the home, among many other things, including, as he testified, repeated changes in the [*18] backsplash in the kitchen because Deborah so insisted, and the court is satisfied that the parties intended that these expenditures would fall into the category to which James would be entitled a credit in exercising his right to buy out Deborah.

To be specific, the court finds that James is entitled to the expenditures represented by the invoices and other receipts in evidence as P-6 through P-12, P-15 through P-41, P-44 through P-77, and P-79 through P-87.¹⁵ These were all expenses incurred for the purpose of bringing, or at least starting to bring, the premises into a condition that the parties mutually desired, and all occurred during the cohabitation, with Deborah's consent, and prior to her permanent departure in mid-July 2023. Adding up these invoices provides a total credit of \$88,820.17.

The court rejects certain alleged additional expenditures - Jet Painting's representative testified that James paid him another \$3,000 for work done that is not reflected in Jet Painting's invoices (P-46 and 47), and 365 Law and Tree Care's representative testified that he was paid an additional \$4,150 for other landscaping work done on the premises not reflected in his invoice (P-6) - as not proven. [*19] The court finds it unlikely that these witnesses actually did other work not invoiced or that they were providing anything other than testimony they believed helpful to James, who was shown or suggested to be either James's friend or acquaintance.

Despite the unusual circumstance that James made most of the payments for those items *with cash* - thus providing fodder for Deborah's suspicions about the legitimacy of his expenditures - the court has been given no cause, other than as stated, to doubt the testimony of the vendors or James himself, who the court largely found credible despite his occasional inability or unwillingness to precisely or even generally respond to some questions. Indeed, Deborah never denied that the flooring was redone or that extensive painting occurred in the home or that stone was provided for the driveway or that the other work reflected in the invoices was done. While cash payments inevitably and quite naturally engender suspicion, Deborah hasn't claimed that she made any of the payments for which James seeks a credit and, again, she didn't testify that the work wasn't done, so the only logical alternative is that it was James who paid for the alterations, [*20] modification, and improvements reflected in the invoices and receipts admitted into evidence and delineated above.

And to repeat the earlier findings, there's nothing unfair or inequitable about James receiving a credit for those expenditures. It bears observing that Deborah, with little or no outlay of her own funds beyond the \$14,896.94 (D-9) she provided for the closing (as compared to James's \$49,263.07 outlay at that time (P-2)) - she in fact provided no evidence nor did she even claim that she paid for any of the painting, flooring, tree pruning/removal, or other work done on the house. She lived in the premises as a co-equal member of the household for eighteen months, only providing approximately 30% of the roof expenses,¹⁶ and, when it suited her, she terminated the cohabitation

¹⁵ Cross-examination of James and some of these vendors revealed there was some re-creation of the paperwork in that James may not have had in his possession, as this litigation progressed, paperwork to demonstrate some of these charges - James claimed that Deborah may have taken some receipts when she moved out - but the court does not view James's obtaining or re-obtaining some of these invoices as something that would call into question their veracity or James's veracity about the expenditures. To be valid or persuasive, an invoice need not be contemporaneous. Those vendors who were questioned testified that, even if some were later re-creations, the invoices were consistent with the work done or services provided or were supported by their books and records.

¹⁶ The court is mindful that Deborah provided evidence that she contributed slightly more than her agreed on 30%. See D-3. Her claim to a credit for this alleged overpayment is discussed later in this opinion.

agreement and never paid another dime toward the mortgage, roof expenses, or other improvements, to protect her investment. It is certainly fair in these circumstances - and the parties so deemed it fair by way of paragraph 11 - that the exercise of James's right to buy her out would take into consideration the money James expended to improve the property while Deborah lived there.

IV

James also seeks [*21] credits beyond those based on paragraph 11, as does Deborah. Whether considered a credit in the calculation of the amount required on James's exercise of his right to buy out Deborah, or a claim for a separate award of damages, James has asserted that: he lent \$9,000 to Deborah for her purchase of a Jeep and that she has not repaid that loan, and that Deborah caused damage to two deer heads for which he incurred taxidermy repairs of \$1,600. Deborah claims she is entitled to reimbursements or credits for furnishings left in the premises after she departed and for her payment of more than 30% of the roof expenses during the time she lived in the Middletown home. The court deals with those four claims in that order.

First. As for the Jeep, the record supports James's assertion that he provided a check dated December 8, 2022,¹⁷ payable to an auto dealer in the amount of \$9,000, that bears a notation on the memo line: "Deb's Grand Cherokee" (P-88). Deborah doesn't deny that fact. The dispute is whether this \$9,000 constituted a loan or a gift. To support his claim, James provided not only his own testimony that it was a loan but copies of two checks provided by Deborah and payable to him dated [*22] December 15 and 19, 2022, in the amounts of \$1,000, and \$335, respectively (P-88¹⁸). The memo lines state "Grand Cherokee" on the former and "Loan" on the latter.

All this gives the appearance of the \$9,000 being a loan, with these checks arguably appearing to be installment payments. That's James's testimony, but Deborah denies that assertion and testified these two checks were written in anger late one night during an argument. The court also notes that Deborah's two checks were made within days of James's \$9,000 check, which doesn't seem to make much sense or at least it hasn't been explained why, for example, Deborah needed a \$9,000 loan when she was capable of repaying at least \$1,000 of it a few days later; in that case, why didn't he just loan her \$8,000. Another unanswered question: if both Deborah's checks were written one late night during an argument and, apparently, just to make a point, then why do they bear different dates? And lastly, if James truly believed these checks constituted repayments of a \$9,000 loan, then why is it, as he testified, that James never cashed them?

The court finds from all this - particularly the fact that James never negotiated the checks - that, [*23] as Deborah testified, the \$9,000 was a gift and there was no expectation of repayment. Thus, the court denies James's claim.¹⁹

Second. The court finds James's claim about the damaged stuffed deer heads to be in equipoise. To be sure, there are taxidermy bills in evidence (P-42 and 43) that the court has no reason to doubt were incurred or that \$1,600 was paid to the taxidermist, but the record is bereft of any clear or persuasive evidence as to the cause of the damage. All the court has beyond the invoices is James's testimony that Deborah caused the damage, and Deborah's testimony that she didn't. On this item, the court isn't persuaded to the truth of either party's testimony. Because James has the burden of persuasion and because he hasn't shown the allegation that Deborah caused the damage is more likely true than not, see [N.J. Div. of Child Prot. & Permanency v. J.R.-R., 248 N.J. 353, 376](#)

¹⁷ The testimony didn't clarify whether the check was dated December 8 or 18 - it's hard to tell just by looking at the date - but the check's reverse side reveals that it was negotiated by the car dealer on December 12, so the court assumes December 8 is the date on the front side of the check.

¹⁸ The checks are photocopied on top of the dealer's invoice, which reveals that the total consideration for the Jeep's purchase consisted of James's \$9,000 check and \$4,000 in cash.

¹⁹ Deborah has also argued that the court should not consider this claim because it was never alleged in or fairly incorporated by James's complaint. But the court heard testimony from both parties on this, and they both had a full and fair opportunity to prosecute or defend against the claim, so the court deems it appropriate to allow an amendment to James's complaint in this regard to conform to the evidence adduced at trial. See [R. 4:9-2](#).

[n.11 \(2021\)](#), the court finds the evidence in equipoise and James's burden of persuasion un-sustained, [Liberty Mut. Ins. Co. v. Land, 186 N.J. 163, 169, 892 A.2d 1240 \(2006\)](#).

Third. Deborah seeks a credit for furnishings she brought to the property that were left behind. In opposition, James asserts, among other things, that there is insufficient proof of their value. The court finds that Deborah's proofs on this question are sufficient. She [*24] provided a list (D-4) that contains fourteen different items or categories of items that, in her opinion, should be collectively valued at \$2,300. She explained how she reached these values, namely, by providing in some instances what it is she originally paid that she then significantly discounted to reach the values stated in the exhibit. The court finds her approach reasonable and fair, and sufficient to provide an accurate value. That Deborah may not have expertise in evaluating property of this nature is not greatly relevant. An individual may express an opinion about the value of owned property with evidence of the type offered by Deborah here. See [Teets v. Hahn, 104 N.J.L. 357, 360, 140 A. 427 \(E. & A. 1928\)](#); [Nixon v. Lawhon, 32 N.J. Super. 351, 354, 108 A.2d 480 \(App. Div. 1954\)](#). So, the court finds Deborah is entitled to a credit of \$2,300 for furnishings left in the premises upon her departure in July 2023.

Fourth. The court rejects Deborah's claim to a credit for what she claims was her overpayment of the roof expenses. She provided evidence of this overpayment, summarized in a chart contained within D-3, which includes bank records to support her expenditures. By way of that chart, Deborah contends her 30% obligation amounted to anywhere from a low of \$1,022.11 in June 2023 to a high of \$1,277.39 in [*25] March 2022, but that she paid \$1,500 for each of those months, the only exception being the first month (February 2022) when she paid \$2,500. For the eighteen months in question, Deborah claims she collectively contributed \$8,429.77 more than 30% of the overall expenditures for the mortgage payment, insurance, taxes, and utilities.

That her 30% share was roughly rounded off to \$1,500 per month seems based on the terms Deborah proposed at the outset. In her November 14, 2021 text (P-96) Deborah inserted question marks for James's monthly roof-expense contribution but proposed "Deborah will pay \$1,500?? of the required monthly payments for the mortgage, homeowners' insurance, property taxes."

The **cohabitation agreement** may have called for a 30% contribution but the court rejects Deborah's claim to this so-called overpayment. To be sure, homeowners encounter expenses other than just mortgage payments, insurance, taxes, sewage, utilities, in maintaining a home, and there is no evidence of Deborah having complained about overpaying during the eighteen months she resided at the premises. The parties seemed to have assumed that 30% was equal to \$1,500 per month, and the latter may have presupposed [*26] that her contribution would be provided to address not just her share of the mortgage payments, the utilities, insurance, etc., but other things that homeowners occasionally face.

V

The court must also consider the parties' disputes about other credits that seem based on equitable principles, namely, the fact that Deborah did not contribute her 30% once she moved out in July 2023 and until now, and the fact that James has had exclusive possession of the property since Deborah moved out.

First, as already noted, Deborah gave her written notice of termination of the **cohabitation agreement** on July 11, 2023, having moved out the day before. There were then reasonably timely communications about James's exercise of his right to buy her out, including discussions about a compromise, but no agreement was reached,²⁰ and suit was filed by James on November 9, 2023. Deborah filed an answer and counterclaim, which sought,

²⁰ The court considers this testimony over Deborah's objection because it falls outside the scope of [N.J.R.E. 408](#) (recognizing that an offer of compromise "is not admissible either to prove or disprove the liability for, or invalidity of, or amount of the disputed claim" but that "[s]uch evidence shall not be excluded when offered for another purpose"). That is, the testimony was admissible to show the parties were seeking to reach a resolution not to show that one or the other is liable in some respect on a disputed issue. Greater detail about their negotiations was provided in documents marked for identification as P-89, but no one ever moved that exhibit into evidence, so the court gives P-89 no consideration at all. The other testimony about negotiations, however, is relevant to show the parties were both negotiating, not the content of their positions.

among other things, an award of palimony, and asserted that the cohabitation agreement was unenforceable, so from that point, the matter came to be fully litigated, resulting in the trial just completed.

The court can see no equity in either party's claim to a credit or reimbursement [*27] for the consequences of the nearly two-year period during which Deborah did not share in the mortgage payments and during which James had exclusive use of the premises. Indeed, if Deborah had some continuing obligation to provide her share of the mortgage payments once she terminated the cohabitation agreement, one would expect the cohabitation agreement would have so stated. It doesn't. To be sure, paragraph 10 of the cohabitation agreement obligated the parties to share 70/30 the mortgage payments and the other roof expenses, but the agreement also allowed for a termination, and there is no contention that Deborah didn't terminate the agreement in good faith.

The agreement may be silent about this interim period because paragraph 19 presupposed that the disposition of the parties' property would occur quickly. For example, upon a termination, paragraph 19 directs that the property "shall be *immediately* listed for sale" (emphasis added), a provision that would also suggest James's right to buy out Deborah would likewise be exercised immediately, and the fixing of the parties' obligations toward each other, in that event, would also be ascertained immediately. It was only the agreement's [*28] lack of clarity about the credits - particularly the conflict about what constitutes a move-in renovation - that caused the nearly two-year state of limbo in the winding down of their joint venture, and so many months of mortgage payments elapsed as did so many months of James having exclusive possession. Ultimately, because James retained the use of the premises, it is only fair that he also be held obligated for the entire amount of those mortgage payments while, by failing to contribute, Deborah's claim to a fair market rental credit should likewise be denied.

Deborah's claim to the fair market rental value of the premises is found wanting for an additional reason. She has offered evidence that the fair market rental value was \$3,900 per month (D-2), which would, if applied, result in a credit to her of 30% of that amount, i.e., \$1,170 per month. For the same reasons the court has concluded that James isn't entitled to the accrual of what would have been Deborah's 30% contribution toward the mortgage payments, the court concludes that James isn't liable to her for the rental value of the property; Deborah's termination of cohabitation ended both obligations.

Further still, the court [*29] finds from the credible testimony that James sought Deborah's consent to leasing out a portion of the premises during this post-termination/pre-resolution period. Consent was needed because the cohabitation agreement's paragraph 12 declared that "neither party shall permit any third party to reside with them without the other's express written consent."²¹ It would be inequitable to allow Deborah a rental credit or reimbursement for the fact that James has had exclusive possession of the property when she precluded James from generating some income to offset the absence of her 30% contribution toward the roof expenses. Deborah should not be permitted to claim a credit for the rental value when she alone stood in the way of James's attempt to mitigate for her absence and obtain at least some of the income that she claims is now her due. Cf., [*Sommer v. Kridel*, 74 N.J. 446, 456-57, 378 A.2d 767 \(1977\)](#); [*Frank Stamato & Co. v. Lodi*, 4 N.J. 14, 21, 71 A.2d 336 \(1950\)](#).

This interim period has no doubt gone on longer than anticipated when the cohabitation agreement was formed. But that's a product of the good faith litigation of this dispute by both parties, necessitated by the lack of the type of clarity in a cohabitation agreement that might have sufficiently solidified the parties' positions and rights going [*30] forward upon a valid termination, as occurred here. Neither party should benefit or be unduly disadvantaged because their somewhat confusing agreement led to this full-blown litigation and an extended interim period.

VI

So how do all these findings get put together into a judgment that clearly defines the parties' rights going forward? First, the court starts with the property's fair market value at the time James exercised his right to buy out Deborah's interest. As the cohabitation agreement required, James expeditiously obtained an appraisal, which determined that the fair market value at the time of termination was \$694,000. The court rejects Deborah's claim that the

²¹ The only exception was the paragraph's acknowledgement of the right of James's minor child to reside in the premises.

starting point should be a more current appraisal.²² That contention is not consistent with what the **cohabitation agreement** requires. To accept her "current" value would reward her for the rising marketplace when she refused to share in the roof expenses or the maintaining of the premises while this litigation has proceeded to this point.

Next, the amount owed on the mortgage at that time the termination was declared was \$435,869.49 (P-5). That amount should be subtracted from the then fair market value of \$694,000 to obtain [*31] a starting point for the amount of equity in the property of \$258,130.51.

The **cohabitation agreement** allows James a reimbursement of the money he paid toward the property's purchase, i.e., \$49,263.07 (P-2), which reduces the net equity figure to \$208,867.44. Although the **cohabitation agreement** doesn't expressly provide, Deborah should likewise get back that which she put in at the same time, i.e., \$14,896.94 (D-9). This is implicit in the provision that allows for James's reimbursement of his share of the purchase price. To read the agreement literally to allow a return of the investment only to James would lead to an absurd result, since nothing has been submitted to suggest that there was a rational reason for the agreement's one-sided approach.²³ See, e.g., [*Quinn v. Quinn*, 225 N.J. 34, 45, 137 A.3d 423 \(2016\)](#) (observing that when an agreement is clear and unambiguous it should be enforced as written "unless doing so would lead to an absurd result"). So, the judgment will reflect the return to Deborah of her \$14,896.94, and the \$208,867.44 figure must be further reduced by that amount. That brings the remaining amount of equity in the property to \$193,970.50.

Then, pursuant to the **cohabitation agreement** and as already explained, James [*32] is entitled to a credit for the additions, alterations, repairs, and other improvements to the property already discussed in Section III of \$88,820.17. Doing the math, this lowers the equity figure to \$105,150.33. And then there is the last adjudgment, the credit due Deborah for her furnishings of \$2,300 that reduces the remaining equity in the premises to \$102,850.33.

Based on the 70/30 ratio of ownership, Deborah is entitled to 30% of that figure - \$30,855.10 - as that which James must pay in exercising his right to buy out Deborah, along with the \$14,896.94 that must be returned to her. The total payment to Deborah to buy out her interest in the premises is, therefore, \$45,752.04.

In addition, although not mentioned in the **cohabitation agreement**, James must - if he is to fully exercise his buy-out right in a way that is equitable to Deborah - take those steps necessary either through an agreement with the mortgagee or through a refinancing of the property or otherwise, to ensure that Deborah is no longer burdened by her responsibility on the mortgage loan.

The **cohabitation agreement** is similarly silent as to the timing of all this, but the court will fill in that gap with a reasonable [*33] time period, see [*Kas Oriental Rugs, Inc. v. Ellman*, 394 N.J. Super. 278, 287, 926 A.2d 387 \(App. Div. 2007\)](#), and require that this transaction be completed within 45 days. That time limit may be extended by consent or, without consent, for 30 days on a demonstration of good cause.

The court lastly observes that Deborah has argued throughout this matter that James will be unable to either refinance or remove her from the obligations imposed by their mortgage loan. See D-6. The trial produced insufficient information or evidence by which the court could possibly either accept or reject that conclusion. In any event, even if the court had doubts, no harm would result in allowing James an opportunity to pursue the remedy the **cohabitation agreement** provides him. Deborah testified that James has made all the mortgage payments - she claims only one payment was late - and her credit rating has not suffered by her remaining on this obligation since she left the premises for the last time nearly two years ago. The court sees no harm in delaying a resolution for the brief time that will be allowed for an exercise of James's buy-out rights.

²² The appraisal she provided that is in evidence (D-1) places a fair market value of the property as of May 21, 2024, at \$800,000.

²³ Deborah's share of the purchase price was likely not accounted for in the agreement because the attorney who drafted it, as the attorney credibly testified, had the impression that Deborah was contributing nothing. Deborah should not be deprived of this equitable claim merely because the drafter made a mistake or misunderstood what the parties would be contributing at closing.

COHABITATION AGREEMENT

This Cohabitation Agreement ("Agreement") is entered into as of _____, 20__, by and between:

Party A: _____

and

Party B: _____

Party A and Party B may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties are unmarried and intend to purchase or have purchased residential real property located at:

Property Address: _____ (the "Property");

WHEREAS, the Parties wish to set forth their respective rights and obligations concerning the Property, household expenses, personal property, and procedures in the event their relationship ends or they otherwise cease cohabiting;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. PROPERTY OWNERSHIP

1.1 Title. The Parties anticipate taking or have taken title to the Property as:

_____.

1.2 Purchase Price. The total purchase price of the Property is or is anticipated to be \$_____.

1.3 Mortgage Financing. The Property is or will be financed in whole or in part by a mortgage loan in the original principal amount of \$_____.

1.4 No Marriage or Partnership Created. This Agreement is intended solely to define the Parties' contractual rights and obligations. It does not create a marriage, civil union, domestic partnership, business partnership, or any status other than that expressly stated herein.

2. DEPOSITS, DOWN PAYMENT, AND CLOSING COSTS

2.1 Deposits and Down Payment. The Parties shall contribute toward the earnest money deposit(s), down payment, and any agreed closing costs as follows:

Initial Deposit: \$_____

Party A contribution: \$_____

Party B contribution: \$_____

Second Deposit (if any): \$_____

Party A contribution: \$_____

Party B contribution: \$_____

Remaining Down Payment: \$_____

Party A contribution: \$_____

Party B contribution: \$ _____

2.2 Total Contributions at Closing. The Parties' total respective cash contributions toward acquisition of the Property, including agreed deposits, down payment, and agreed closing costs, shall be: Party A: \$ _____; Party B: \$ _____.

2.3 Documentation. Each Party shall maintain records sufficient to prove that Party's respective contributions, including bank statements, wire confirmations, receipts, invoices, and similar records.

3. MONTHLY HOUSING EXPENSES

3.1 Mortgage and Escrowed Charges. The monthly payment for mortgage principal, interest, real estate taxes, homeowners insurance, mortgage insurance, and any other lender-required escrow items (collectively, the "Mortgage Payment") shall be paid as follows: Party A: _____%; Party B: _____%.

3.2 Utilities and Services. The Parties shall pay the following recurring household expenses as set forth below:

Electric: _____

Gas/Oil: _____

Water/Sewer: _____

Internet/Cable/Streaming: _____

Security/Alarm: _____

Trash/Recycling: _____

Other: _____

3.3 Method of Payment. The Parties shall pay shared expenses by the following method: _____.

3.4 Late Payments. If one Party advances more than that Party's required share of any joint expense, the other Party shall reimburse that amount within _____ days after written request and proof of payment.

4. MAINTENANCE, REPAIRS, IMPROVEMENTS, AND RENOVATIONS

4.1 Ordinary Maintenance and Minor Repairs. The Parties shall share the cost of routine maintenance and minor repairs as follows: Party A: _____%; Party B: _____%.

4.2 Major Repairs or Capital Improvements. No major repair, alteration, renovation, or capital improvement expected to cost more than \$ _____ shall be undertaken unless both Parties agree in writing, except in the event of an emergency necessary to protect persons or prevent substantial damage to the Property.

4.3 Renovation Contributions. If one Party contributes separate funds toward agreed renovations or improvements, those contributions shall be tracked as follows: _____.

4.4 Effect on Buyout or Sale. Unless otherwise agreed in writing, any reimbursable renovation or improvement contribution shall be treated in accordance with Section 8 below.

5. USE AND OCCUPANCY OF THE PROPERTY

5.1 Primary Residence. The Property shall be used as the Parties' primary residence unless otherwise agreed in writing.

5.2 Guests and Additional Occupants. Overnight guests and any additional long-term occupants shall be subject to reasonable mutual agreement. No occupant shall acquire ownership rights by residing at the Property absent a written signed agreement by both Parties.

5.3 Exclusive Areas and Shared Areas. The Parties may designate certain rooms, storage areas, parking spaces, or offices for exclusive use, if desired, as follows: _____.

5.4 Pets. Ownership, financial responsibility, custody, and veterinary expenses for any pet kept at the Property shall be as follows: _____.

6. PERSONAL PROPERTY

6.1 Separate Property. Each Party shall remain the sole owner of that Party's separate property, including property owned before cohabitation, property acquired individually by gift or inheritance, and any items expressly designated in writing as separate property.

6.2 Jointly Acquired Personal Property. Household goods, furniture, electronics, furnishings, appliances, and other personal property acquired jointly during cohabitation shall be divided as follows upon separation: _____.

6.3 Proof of Ownership. Receipts, account statements, purchase records, or possession may be used as evidence of ownership, but no single factor shall necessarily control if the Parties agree otherwise in writing.

6.4 Children's Property. Any children's clothing, furniture, educational items, gifts specifically intended for a child, and child-specific belongings shall remain with the child or the primary caretaker of that child unless otherwise agreed.

7. SEPARATION OR END OF COHABITATION

7.1 Notice of Separation. If the Parties' relationship ends or they otherwise cease to cohabit, either Party may give written notice of separation to the other.

7.2 Election to Retain the Property. Within thirty (30) days after written notice of separation, either Party may notify the other in writing of that Party's election to retain the Property and buy out the other Party's interest, subject to the terms of this Agreement.

7.3 Failure to Elect. If neither Party timely elects to retain the Property, the Property shall be listed for sale in accordance with Section 8.

7.4 Interim Occupancy. Until buyout or sale is completed, the Parties shall continue to contribute to Property expenses in accordance with this Agreement unless otherwise agreed in writing or ordered by a court.

8. BUYOUT OR SALE OF PROPERTY

8.1 If One Party Keeps the Property. If one Party elects to retain the Property, then the retaining Party shall pay the departing Party the buyout amount calculated as follows: _____.

The buyout amount shall be paid within _____ days after the amount is determined.

The retaining Party shall have _____ days after payment or determination of the buyout amount to refinance or otherwise remove the departing Party from any mortgage or note associated with the Property.

The departing Party shall execute a deed and any other reasonably necessary transfer documents upon receipt of the required buyout amount and confirmation of release, refinance, or other agreed protection from future mortgage liability.

If the retaining Party is unable to refinance or otherwise remove the departing Party from mortgage liability within the required period, the Property shall be listed for sale unless the departing Party agrees otherwise in writing.

The departing Party shall vacate the Property within _____ days after receipt of the buyout funds, unless otherwise agreed in writing.

8.2 If the Property Is Sold. The Property shall be listed for sale within _____ days after the decision to sell or the expiration of the election period.

The Parties shall cooperate in good faith with selecting a real estate broker, setting a listing price, preparing the Property for sale, and completing closing.

Until closing, the Parties shall continue paying agreed carrying costs unless otherwise agreed in writing.

Net sale proceeds shall be distributed in the following order: first, payment of mortgages, liens, commissions, taxes, and customary closing costs; second, reimbursement of each Party's documented acquisition contributions; third, reimbursement of agreed renovation or improvement contributions, if any, under the following formula: _____; and fourth, the remaining balance shall be divided as follows: Party A: _____%; Party B: _____%.

If the net sale proceeds are insufficient to fully reimburse all amounts described above, then the shortfall shall be allocated as follows: _____.

9. REFINANCING, CREDIT, AND INDEMNIFICATION

9.1 No Unilateral Encumbrance. Neither Party shall further encumber the Property, pledge it as collateral, or obtain a home equity loan or line of credit secured by the Property without the written consent of the other Party.

9.2 Indemnification. If one Party fails to pay that Party's required share of any debt or obligation under this Agreement, that Party shall indemnify and hold the other harmless from any resulting loss, damage, cost, credit impairment, interest, penalties, or attorney's fees to the extent permitted by law.

10. DEATH OR INCAPACITY

10.1 Effect of Death. In the event of the death of a Party, ownership shall pass according to the deed, beneficiary designations, applicable law, and any separate estate planning documents, not by this Agreement except to the extent this Agreement creates enforceable reimbursement rights against the deceased Party's estate.

10.2 Estate Planning. The Parties understand that this Agreement is not a substitute for a will, trust, transfer-on-death deed, beneficiary designation, or power of attorney.

10.3 Temporary Incapacity. If a Party is temporarily incapacitated, the other Party may take reasonably necessary steps to preserve the Property and prevent loss, with reimbursement rights for documented expenses reasonably incurred.

11. DISCLOSURE AND ACKNOWLEDGMENTS

Each Party acknowledges that the Party has had the opportunity to obtain independent legal advice before signing this Agreement.

Each Party is entering into this Agreement knowingly, voluntarily, and without fraud, duress, or undue influence.

Each Party has made such financial disclosures to the other as each deems appropriate for purposes of entering into this Agreement.

This Agreement is intended to be fair, reasonable, and enforceable to the fullest extent allowed by law.

12. DISPUTE RESOLUTION

12.1 Good Faith Discussion. Before initiating litigation, the Parties shall first attempt in good faith to resolve any dispute arising under this Agreement through direct discussion.

12.2 Mediation. If the dispute is not resolved within _____ days, the Parties shall participate in mediation with a mutually agreed mediator before filing suit, except in an emergency requiring immediate court relief.

12.3 Court Relief. If mediation does not resolve the dispute, either Party may seek relief in a court of competent jurisdiction.

12.4 Attorney's Fees. In any action to enforce this Agreement, the prevailing Party or substantially prevailing Party shall be entitled to reasonable attorney's fees and costs, unless prohibited by law or unless the court determines another allocation is more equitable.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflict-of-law principles.

14. DEFAULT

14.1 A Party shall be in default under this Agreement if that Party materially fails to perform any obligation and does not cure that failure within _____ days after written notice, unless the breach is incapable of cure or requires more immediate action.

14.2 Upon default, the non-defaulting Party may pursue any remedy available at law or in equity, subject to any dispute resolution requirements in this Agreement.

15. GENERAL PROVISIONS

15.1 Entire Agreement. This Agreement contains the entire understanding of the Parties regarding the subject matter herein and supersedes prior oral or written understandings on that subject.

15.2 Amendments. This Agreement may be amended only by a written instrument signed by both Parties.

15.3 Severability. If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force to the extent permitted by law.

15.4 Waiver. No waiver of any provision shall be effective unless in writing and signed by the Party against whom the waiver is asserted.

15.5 Notices. Any notice required under this Agreement shall be in writing and delivered by hand, email, certified mail, or other trackable means to the addresses designated by the Parties.

15.6 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and together shall constitute one instrument.

15.7 Voluntary Execution. Each Party affirms that the Party has read this Agreement carefully and understands its terms.

15.8 Legal Advice. Each Party acknowledges that he or she has had the full opportunity to retain independent legal counsel of his or her own choosing to review this Agreement and to advise that Party regarding his or her rights and obligations before signing. Any Party who has elected not to retain counsel does so knowingly and voluntarily, and acknowledges that such decision was made freely and without duress, coercion, or undue influence. Each Party further acknowledges that he or she has read this Agreement, understands its terms, and is entering into it knowingly and voluntarily.

NOTARIZED SIGNATURES

Party A Signature: _____

Print Name: _____

Date: _____

State of _____

County of _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally _____ appeared _____ and _____, known to me or satisfactorily proven to be Person A whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein contained.

Notary Public: _____

My Commission Expires: _____

Party B Signature: _____

Print Name: _____

Date: _____

State of _____

County of _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally _____ appeared _____ and _____, known to me or satisfactorily proven to be Person B whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein contained.

Notary Public: _____

My Commission Expires: _____

In the Shadow of the Altar: Cohabitation Law in New Jersey

The steady rise in unmarried couples living together has redefined what a typical household looks like in New Jersey, revealing significant shortcomings in the state's legal protections for cohabiting partners. More than 26 million Americans beside in cohabiting relationships. Hundreds of thousands of couples in New Jersey ¹ live together much like married spouses; sharing finances, raising children, and buying property. The law does not recognize these relationships as marriages since common law marriage was abolished in 1939. For matrimonial lawyers, the key challenge is not whether these relationships are stable, but what happens when they break down. In situations like incapacity, separation, or death, people who have lived together as partners suddenly find that, in the eyes of the law, they are considered "strangers," and the fairness they expect is often not guaranteed.

The most important issue for practitioners to recognize is the "Statutory Gap", the difference between the legal protections automatically granted to married couples and the lack of protections for cohabiting partners. This gap goes beyond just the absence of alimony; it represents a broad exclusion from all probate and family law benefits. For example, the Equitable Distribution statute² gives married couples a presumed right to share all assets gained during their marriage, no matter whose name is on the title. However, as the Supreme Court clarified in *Thieme v. Aucoin-Thieme*,³ this rule is strictly limited to married couples and only applies when a marriage ends. For cohabitants, property ownership is typically determined by legal title, meaning that a partner who spends years contributing income toward an asset titled solely in the other partner's name has no automatic ownership interest comparable to the rights afforded in marriage.

The "one-name deed" scenario illustrates this risk. Consider a couple who cohabits for twelve years, during which one partner contributes \$80,000 toward the down payment on a home

titled solely in the other partner's name. If the titled partner dies intestate, the property does not pass to the surviving partner as it would between spouses holding title as tenants by the entirety. Instead, the asset becomes part of the decedent's estate, and the surviving partner has no automatic ownership interest despite their financial contribution. While equitable remedies such as constructive trust or unjust enrichment may be available, they require litigation that is often costly, fact-sensitive, and uncertain. In the absence of clear documentation, the outcome is left to judicial discretion rather than the parties' intent.

New Jersey courts have consistently treated disputes between unmarried partners as matters of contract and equity rather than status-based entitlement. As recognized in *Carr v. Carr*,⁴ cohabitants may pursue relief under contractual and equitable theories, and more recently, in *Moynihan v. Lynch*,⁵ the Court reaffirmed that such claims are analyzed through traditional enforcement doctrines such as contract formation, partial performance, and equitable remedies, rather than any presumption of shared ownership arising from the relationship itself.

Choosing the Court

New Jersey practitioners must navigate a fragmented jurisdictional landscape when cohabiting relationships fail. Since the "FM" (Dissolution) docket is strictly unavailable to unmarried litigants, practitioners must choose between the Family Part's Non-Dissolution ("FD") docket and the Chancery Division's General Equity ("C") docket. The FD docket is designed for "summary" matters, primarily addressing child-related issues such as custody, parenting time, and child support under the "best interests" standard of N.J.S.A. 9:2-4. It also handles paternity establishment via Certificates of Parentage (COP) under N.J.S.A. 9:17-41(b).

Conversely, disputes between cohabitants involving real property, business interests, or personalty must generally be filed in the Chancery Division, General Equity part. Unlike the

summary proceedings of the FD docket, Chancery actions are typically "plenary," involving a full summons and complaint, comprehensive discovery, and formal trials. While General Equity offers procedural tools for complex asset division, these actions are often more time-consuming and expensive than Family Part proceedings

The ERISA Dimension

A significant exposure exists in the transition from separation to death. N.J.S.A. 3B:3-14 provides a "revocation-upon-divorce" mechanism that automatically nullifies probate and non-probate transfers to a former spouse. However, New Jersey law provides no "revocation-on-breakup" for cohabitants. The statute is explicit: no change of circumstances other than divorce or annulment effects a revocation. This situation gives rise to the "Former Cohabitant Windfall": If a client ends a relationship but fails to change the beneficiary on their life insurance policy, the ex-partner will still be legally entitled to receive the death benefit, even if the client later marries someone else and has children.

This problem is compounded by federal preemption under the Employee Retirement Income Security Act of 1974 ('ERISA'). As established in *Egelhoff v. Egelhoff*,⁶ beneficiary designations on employer-sponsored retirement plans like 401(k) accounts must be followed as a matter of federal law, regardless of state law or relationship dissolution. Cohabiting partners may designate each other as beneficiaries on retirement accounts and then fail to update those designations after the relationship ends. A couple cohabits for several years and each names the other as the primary beneficiary of a 401(k) plan. After they separate and enter new relationships, neither updates the beneficiary designation. When one of them later dies, the account remains governed by ERISA which requires the plan administrator to distribute the proceeds to the named beneficiary on file, without regard to the subsequent relationships whether future spouses or

children.

Consider the situation of two professionals who live together for six years and each names the other as the primary beneficiary on their life insurance policies. After they break up, both move on and marry new spouses, but neither remembers to change their beneficiary designations. If one of them passes away, the insurance payout will go to the former partner, not to the current spouse or children. Their relationship was never recognized as a marriage therefore New Jersey's automatic revocation laws do not apply, and there is no legal mechanism to change the beneficiary after a breakup. As a result, the current family receives nothing from the life insurance, and the ex-partner receives the full benefit simply because the paperwork was never updated. A spouse who was not named as an insurance beneficiary of a life insurance policy purchased prior to the marriage will have no right to the resulting death benefit. See *Fox v. Lincoln Financial Group*⁷.

A cohabitation agreement can mitigate, but not eliminate, the risk of the “former cohabitant windfall.” Such agreements typically impose an affirmative obligation to update beneficiary designations upon separation, include mutual waivers of any expectancy interests, and provide that any proceeds received in violation of the agreement will be held in constructive trust for the decedent's intended beneficiaries. While these provisions do not prevent payment to a former partner in the first instance, they create a basis for post-distribution recovery. In this way, the agreement functions as a remedial tool rather than a preventative one, underscoring the critical importance of coordinating beneficiary designations with the realities of relationship status.

Medical and Guardianship Issues

The absence of legal protection for cohabiting partners is perhaps most devastating during medical emergencies. New Jersey law permits a patient to receive visitors of their choosing, including an unmarried partner, under N.J.S.A. 26:2H-61, which requires hospitals to allow

patients to designate a “support person” without regard to marital status. In practice, however, that protection is contingent on the patient’s ability to communicate. If a patient is unconscious or otherwise incapacitated and has not executed advance directives, HIPAA authorizations, or other written designations, the hospital will typically defer to next-of-kin. An unmarried partner, regardless of the length or nature of the relationship, has no automatic legal standing to access information or participate in decision-making. The result is a significant gap: individuals who function as spouses in daily life may be excluded at the very moment their involvement is most critical, underscoring the importance of formal documentation to secure rights that marriage would otherwise provide by default.

A complex issue arises when a cohabiting partner has acted in a parental capacity, and the child’s legal parent dies. Under New Jersey’s guardianship framework, the court does not recognize a cohabiting partner as “next of kin” by virtue of that relationship alone. Instead, statutes such as N.J.S.A. 3B:12-25 (governing guardianship of incapacitated persons) and related provisions for minors direct the court to give priority to legally recognized relationships such as surviving parents and other family members, before considering “any other proper person.” A long-term partner who has acted as a de facto step-parent may have no presumptive right to custody or decision-making authority and must affirmatively apply to the court, often in competition with biological relatives. While New Jersey courts will ultimately apply a best-interests-of-the-child analysis, the absence of formal legal status can place the cohabiting partner at a structural disadvantage at the outset, underscoring the legal gap between functional parenting and recognized parental rights.

A cohabitation agreement combined with a will can provide meaningful, but ultimately limited, protection in this context. While a will allows a parent to nominate a guardian for minor

children, and a cohabitation agreement can document the parties' intent and the partner's parental role, neither instrument confers automatic custodial rights upon an unmarried partner. Upon the death of the biological parent, the cohabiting partner must still seek appointment through the court, often in the face of competing claims from biological relatives who are afforded statutory preference. Although these documents can serve as persuasive evidence of the decedent's wishes and the child's established living arrangement, the court is not bound by them and will instead apply a best-interests analysis. The result is that even carefully planned arrangements may leave a functional parent in a legally precarious position, reinforcing the gap between lived family structures and the protections afforded by law.

The Marriage Reset

Cohabiting couples who later marry should not assume that their cohabitation agreement will carry forward into the marriage as the functional equivalent of a prenuptial agreement. Although cohabitation agreements often address similar subjects they are not equivalent in legal effect. Under New Jersey's Uniform Premarital and Pre-Civil Union Agreement Act (UPAA), a premarital agreement must be executed specifically in contemplation of marriage to be enforceable upon the wedding date. A cohabitation agreement that lacks this intent does not satisfy the statute and will not govern the parties' rights once they marry. This distinction is significant because marriage triggers a separate statutory framework, including equitable distribution under N.J.S.A. 2A:34-23 and elective share rights under N.J.S.A. 3B:8-1, which do not exist during cohabitation. Parties who rely on an existing cohabitation agreement may find themselves fully exposed to marital claims in the event of divorce. The prudent course is to treat the cohabitation agreement as a drafting foundation and formally convert it into a UPAA-compliant prenuptial agreement through re-execution, updated financial disclosures, independent counsel, and explicit language

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In light of the significant legal exposure facing cohabitants, practitioners must adopt a proactive, multi-disciplinary approach. The following guidelines summarize the essential issues to address include but are not limited to:

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GLENN A. GRANT, J.A.D.
Acting Administrative Director of the Courts

www.njcourts.gov • Phone: 609-376-3000 • Fax: 609-376-3002

Directive #20-19

**[Supersedes Directive #08-11 and
Supplement to #8-11]**

[Questions or comments may be directed to
(609) 815-2900, ext. 55350]

TO: Assignment Judges
Family Presiding Judges
Trial Court Administrators
Family Division Managers

FROM: Glenn A. Grant, J.A.D. 

SUBJ: Family – Non-Dissolution Matters (FD Docket): Procedures and Forms

DATE: September 3, 2019

This Directive revises Non-Dissolution procedures as necessitated by the amendments to Court Rules 5:4-2(i), 5:4-2(j), and 5:5-7(c), which were based on the Appellate Division's findings in *R.K. v. D.L.*, 434 N.J. Super. 463 (App. Div. 2014). As such, this Directive supersedes both Directive #08-11 and the November 18, 2011 Supplement to Directive #08-11. This Directive also promulgates the attached documents: (1) Non-Dissolution Verified Complaint (revised), (2) Application for Modification of Court Order (revised), (3) Supplement to Non-Dissolution Action attorney form (previously issued, and now formally promulgated by this Directive), and (4) the Non-Dissolution Complex Case Management Order (previously issued, and now formally promulgated by this Directive). A new application for emergent hearing (Order to Show Cause (OTSC)) for Non-Dissolution matters will be promulgated separately in a subsequent directive.

The Non-Dissolution docket (FD) provides relief to parents who were never married and who are seeking custody, parenting time, paternity, child support or medical support. It also handles certain relief for litigants who are married or have a domestic partnership or civil union, such as financial support without the dissolution of their legal relationship. Additionally, the Non-Dissolution docket also includes matters where non-parent relatives are seeking custody, child support, or visitation regarding minor children.

Efficient methods for processing Non-Dissolution cases are crucial to the operation of the court and to court customers seeking relief under this docket type. Having standardized statewide practices enables all court customers to have a clear and

consistent understanding and a defined process for the resolution of disputes that fall under this docket type.

The original 2011 directive contained the following provisions, all of which continue unchanged:

- All Non-Dissolution cases will be initially processed as Summary actions, with additional discovery at the discretion of the judge. Appearance of the parties for hearings is mandatory (with specific exceptions described below). The revised procedures distinguish between Non-Dissolution motions and the Dissolution motion process governed by R. 5:5-4 and R. 1:6-2.
- Non-Dissolution cases involve various issues where different methods of complementary dispute resolution ("CDR") can be used. The screening of initial and post-dispositional Non-Dissolution applications for CDR options is important to ensure efficient case management. Use of all available CDR processes contributes to better customer service and the effective use of judicial resources.
- Initial service by mail pursuant to R. 5-4-4 (b) (1), which governs child support actions, was approved in the original directive #08-11 for use in Non-Dissolution custody and parenting time filings.
- "Diligent Inquiry" must be conducted by the filing party when the non-filing party's whereabouts is unknown, with certification of such inquiry to be submitted to the court. Instructions and forms on how to make such diligent inquiry will be provided to the filing litigant. Cases cannot proceed until certification with documentation of location efforts is submitted to the court, with the judge to determine the adequacy of the inquiry efforts made.
- The form of Summons was revised in the original directive #08-11 so as to inform the responding party that failure to appear at the hearing may result in entry of a default order or awarding the plaintiff the requested relief.
- The request to relocate children has been created as a separate relief and is listed in the "Application for Modification of Court Order." Each party will be able to advise the court as to their respective positions on the matter prior to the court hearing.
- Incarcerated litigants are to continue to use the post-dispositional application form to apply for modification of child support orders and for bench warrant review. The forms will be made available to jails and prisons via electronic distribution and posting on the Judiciary website. For both initial and post-dispositional hearings, incarcerated litigants will be permitted to request a waiver of their appearance by checking a box on the forms. The court can decide the case on the papers submitted or may utilize whatever electronic

means are available, such as video or telephone testimony, in lieu of physical appearance.

In 2015, the Supreme Court amended Rules 5:4-2(i), 5:4-2(j) and 5:5-7(c) based on the Appellate Division's decision in R.K. v. D.L., 434 N.J. Super. 463 (App. Div. 2014), which addressed the filing and management of non-dissolution cases. Although non-dissolution matters often are summary in nature, they may require additional case management.

Those rule amendments, effective September 1, 2015, established certain procedures related to non-dissolution matters as follows:

- Rule 5:4-2(i), entitled "Complaint in Non-Dissolution Matters," permits attorneys to file a non-conforming complaint, rather than the non-dissolution complaint. If an attorney elects to file a non-conforming non-dissolution complaint, that pleading must be accompanied by the attached supplemental form. Staff is to send a deficiency notice to the attorney if the supplemental form is not appended to the complaint. The supplemental form, Attorney Supplement to Complaint/Modification – Non-Dissolution Action (CN11917), is available electronically on the forms page of the Judiciary's website (www.njcourts.gov).
- Rule 5:4-2(j), entitled "Designation of Complex Non-Dissolution Matters," established a complex track for non-dissolution matters. Any party or attorney may in writing request assignment to this complex track either at the time of the filing of the complaint or prior to the first hearing. The supplemental form for attorneys (CN 11917) includes a checkbox for this request.
- Rule 5:5-7(c), entitled "Non-Dissolution Actions," addressed the case management procedures for complex non-dissolution matters. The complex track is reserved only for exceptional cases that cannot be heard summarily. In addition to R. 5:4-2(j), which states that a party or attorney may request a case to be designated as complex early in the litigation, the court also may make such a determination, sua sponte, that is, without application from the parties. If a party or attorney requests a complex track designation at the time of the filing of the complaint, court staff must schedule a case management conference as the first court event. Applications for a complex track assignment made after the initial hearing may be considered upon presentation of exceptional circumstances. Once the judge determines a case to be complex, the attached non-dissolution Complex Case Management Order (CN 12092) shall be issued to the parties. The order shall detail the reasons the case is complex, and include discovery schedules, pendente lite reliefs, scheduling mediation (if appropriate) and a fixed trial date.

The attached revised non-dissolution Verified Complaint (CN 11492) and Application for Modification (CN 11487) forms were approved by the Judicial Council. These forms were modified based on the Appellate Division's decision in R.K. v. D.L., 434

N.J. Super. 463 (App. Div. 2014) as well as on the new child support termination law, N.J.S.A. 2A:17-56.67 et seq., which became effective February 1, 2017.

Editor's Note

11/18/11 – Supplement to Directive #08-11 – originally issued by Glenn A. Grant, Acting Administrative Director.

09/02/11 – Directive #08-11 – originally issued by Glenn A. Grant, Acting Administrative Director.

Attachments:

Verified Complaint (CN 11492)

Application for Modification of Court Order (CN 11487)

Supplement to Non-Dissolution Action attorney form (CN 11917)

Non-Dissolution Complex Case Management Order (CN 12092)

cc: Chief Justice Stuart Rabner
Patricia Risch, Assistant Director, Division of Family Development
Steven D. Bonville, Chief of Staff
Jennifer M. Perez, Director
Joanne M. Dietrich, Assistant Director
Special Assistants to the Administrator Director
Amelia Wachter-Smith, Chief, Family Practice
Assistant Family Division Managers

Superior Court of New Jersey
Chancery Division - Family Part
County _____

Docket Number: FD - _____

CS Number: _____

Plaintiff

vs.

Defendant

CIVIL ACTION

☐ **Verified Complaint**

☐ **Counterclaim**

I, _____ by way of verified complaint/counterclaim, certify the following:

1. I am the ☐ Plaintiff ☐ Defendant ☐ Attorney for _____ in the above-captioned matter.

Birth Name (if applicable) _____.

2. Plaintiff resides OR is incarcerated at:

Address _____ City/Town _____

County _____ State _____ Zip Code _____

Relationship to the child _____

Plaintiff resides OR is incarcerated at:

Address _____ City/Town _____

County _____ State _____ Zip Code _____

Relationship to the child _____

3. Defendant resides OR is incarcerated at:

Address _____ City/Town _____

County _____ State _____ Zip Code _____

Relationship to the child _____

Defendant resides OR is incarcerated at:

Address _____ City/Town _____

County _____ State _____ Zip Code _____

Relationship to the child _____

4. Attorney Name _____

Firm Name _____

ID Number _____

Address _____

City/Town _____ State _____ Zip Code _____

5. The child(ren) involved in this complaint are:

Name	Date of Birth	M/F	Residing with (relationship)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. Other interested parties' name(s) and address(es):

7. I have previously been involved in the following New Jersey family court actions or other State/Country litigation involving at least one of the parties or children listed above. (If yes, give the title of case and docket number.) ☐ Yes ☐ No

	Title of Case	Docket Number	State/Country
a.	_____ vs. _____	_____	_____
b.	_____ vs. _____	_____	_____
c.	_____ vs. _____	_____	_____

8. A Child Protection Agency (i.e. the Division of Child Protection and Permanency or a similar agency in another State) has been involved or is currently involved with the with the child(ren) or listed parties. ☐ Yes ☐ No

Is any party in this case currently receiving public assistance? (Governed by 41 U.S.C.A. 602 (A)(26), *N.J.S.A. 44:10-1.1, et seq.*) ☐ Yes ☐ No

9. I request the following:

- ☐ Establish Paternity (**Certification in Support of Establishing Paternity is required** when seeking Paternity)
Were parents of the child married at the time of birth? ☐ Yes ☐ No
- ☐ Disestablish Paternity
Were parents of the child married at the time of birth? ☐ Yes ☐ No
- ☐ Establish Maternity
- ☐ Child Support (A Certificate of Parentage is required if available)
(Pursuant to Court Rule 5:5-3, you are **required** to complete a **Financial Statement for Summary Support Actions** to serve on the other party. At the hearing you must have your most recent federal income tax return or your three most recent pay stubs.)
- ☐ Spousal Support
(Pursuant to Court Rule 5:5-2, you are **required** to complete a **Case Information Statement** to serve on the other party. At the hearing you must have your most recent federal income tax return or your three most recent pay stubs)
- ☐ College Expenses
- ☐ Custody

- ☐ Medical Support Requested
- ☐ Health benefits for myself
- ☐ Health benefits for the child(ren) named in this complaint

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Required Attachments (Check all appropriate boxes)

- ☐ Confidential Litigant Information Statement.
- ☐ Certificate of Parentage (if available). (Please note that this is **not** the Birth Certificate.)
- ☐ Certification in Support of Establish Paternity (when requesting establishment of paternity).
- ☐ Financial Statement for Summary Support Actions (when requesting child support only).
- ☐ Case Information Statement (when requesting spousal support only).

Additional Attachments

- ☐ Check this box if you are attaching any additional information (a certification, exhibits)

At the hearing:

Will you require an interpreter? ☐ Yes ☐ No

If yes, indicate language: _____

Will you require an accommodation for a disability? ☐ Yes ☐ No

If yes, indicate requested accommodation: _____

I/we certify that the foregoing statements made by me/us are true. I am/We are aware that if any of the foregoing statements made by me/us are willfully false, I am/We are subject to punishment.

Date

Signature ☐ Plaintiff ☐ Defendant

Date

Signature ☐ Plaintiff ☐ Defendant

Date

Signature ☐ Attorney

Note that the signature of the party filing the complaint is required along with the signature of the attorney that is filing the complaint on behalf of the party.

COURT APPEARANCE INFORMATION FOR THE PERSON FILING THIS APPLICATION:

Your appearance is mandatory. You should bring to court any other documentation or proof that supports your case. If you are filing for child or spousal support, bring any information about your finances with you to your court appearance such as your last three pay stubs and your most recent W-2 statement. You may bring an attorney, although an attorney is not required. If you require assistance in selecting an attorney, you may contact your County Bar Association. If you cannot afford an attorney, you may contact Legal Services of New Jersey at www.lsnj.org.

COURT APPEARANCE INFORMATION FOR THE PERSON RECEIVING THIS APPLICATION:

Your appearance is mandatory. If you fail to appear at the hearing an order granting the relief requested by the filing party may be granted. If the filing party's request is for child or spousal support, bring any information about your finances with you to your court appearance such as your last three pay stubs and your most recent W-2 statement. You may bring an attorney, although an attorney is not required. If you require assistance in selecting an attorney, you may contact your County Bar Association. If you cannot afford an attorney, you may contact Legal Services of New Jersey at www.lsnj.org.

Additional Information Sheet

Use this sheet (if necessary) to tell the court what else you want the court to know about your reason for your application.

Full Name _____

Date _____

Docket Number _____

CS Number _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date _____

Signature of Plaintiff/Counterclaimant

Superior Court of New Jersey
Chancery Division - Family Part

County: _____

Docket Number: FD - _____

CS Number: CS- _____

Plaintiff

vs.

Defendant

CIVIL ACTION

- ☐ **Application for
Modification of Court Order**
- ☐ **Cross-Application for
Modification of Court Order**

I, _____ of full age, hereby certify the following in support of this Application/Cross-application to modify the court order of (date if known) _____.

1. I am the ☐ Plaintiff ☐ Defendant ☐ Attorney for _____.

Maiden Name (if applicable) _____.

2. Plaintiff resides OR is incarcerated at:

Address _____ City/Town _____

County _____ State _____ Zip Code _____

Relationship to the child(ren) _____

Plaintiff resides OR is incarcerated at:

Address _____ City/Town _____

County _____ State _____ Zip Code _____

Relationship to the child(ren) _____

3. Defendant resides OR is incarcerated at:

Address _____ City/Town _____

County _____ State _____ Zip Code _____

Relationship to the child(ren) _____

Defendant resides OR is incarcerated at:

Address _____ City/Town _____

County _____ State _____ Zip Code _____

Relationship to the child(ren) _____

4. Attorney Name _____
Firm Name _____
ID Number _____
Address _____
City/Town _____ State _____ Zip Code _____

5. The child(ren) involved in this order are:

Name	Date of Birth	M/F	Residing with (relationship)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. Other interested parties' name(s) and address(es):

7. I have been previously been involved in the following New Jersey family court actions or other State/Country litigation with regard to any of the parties or children listed above. (If yes, give the title of case and docket number.) ☐ Yes ☐ No

	Title of Case	Docket Number	State/Country
a.	_____ vs. _____	_____	_____
b.	_____ vs. _____	_____	_____
c.	_____ vs. _____	_____	_____

A Child Protection Agency (i.e. the Division of Child Protection and Permanency or a similar agency in another State) has been involved or is currently involved with the with the child(ren) or listed parties. ☐ Yes ☐ No

Is any party in this case currently receiving public assistance? (Governed by 41 U.S.C.A. 602 (A)(26), *N.J.S.A. 44:10-1.1, et seq.*) ☐ Yes ☐ No

8. I request the following:

- ☐ **Paternity (Certification in Support of Establishing Paternity required when requesting Paternity)**
Were parents of the child married at the time of birth? ☐ Yes ☐ No
- ☐ **Disestablishment of Paternity**
Were parents of the child married at the time of birth? ☐ Yes ☐ No
- ☐ **Maternity**
- ☐ **Establish/Modify Child Support (A Certificate of Parentage is required if available when filing for Child Support)**

I am requesting (check one) an ☐ **increase** ☐ **decrease** in **child support** payments.

(Pursuant to Court Rule 5:5-3, you are **required** to complete a **Financial Statement for Summary Support Actions** to serve upon the other party. At the hearing you must have your most recent federal income tax return **or** your three most recent pay stubs.)

- ☐ **Establish/Modify Spousal Support**

I am requesting (check one) an ☐ **increase** ☐ **decrease** in **spousal support** payments.

(Pursuant to Court Rule 5:5-2, you are **required** to complete a **Case Information Statement** to serve upon the other party. At the hearing you must have your most recent federal income tax return **or** your three most recent pay stubs)

- ☐ **Establish/Modify Financial Maintenance order**

- ☐ Medical Support Requested
- ☐ Health benefits for myself
- ☐ Health benefits for the child (ren) named in this complaint

Reasons for your request: (explain in detail)

9. I am requesting the Court to **terminate** the child support for the following child(ren)

Name

Date of Birth

Please check all the following that apply:

- ☐ I have physical custody of the child(ren) specified above.
- ☐ My child turned 18 years of age on _____.
- ☐ To the best of my knowledge my child is not physically or mentally disabled.
- ☐ My child is not attending high school or any other special education programs.
- ☐ My child is married. Date of the marriage: _____.
- ☐ My child is not attending college or a post-secondary education program.
- ☐ My child is in the military. Date enrolled: _____. Branch: _____.
- ☐ I am requesting that child/spousal support be paid directly to me without court involvement.

10. I am requesting the Court **NOT terminate** the child support for the following child(ren)

Name

Date of Birth

Please check all the following that apply:

- ☐ I have physical custody of the child(ren) specified above.
- ☐ My child is disabled. Describe disability:
- _____
- _____
- _____
- ☐ My child is attending high school or special education program. Provide the name of the school and most recent date(s) attended:
- _____
- _____
- _____
- ☐ My child is not married.

- ☐ My child is attending college or a post-secondary education program. Provide the name of the school and the most recent date(s) attended.

- ☐ My child is not in the military.

- ☐ I am requesting that child/spousal support be made payable through the Probation Division.

11. Enforcement of the Current Support Order

- ☐ I am requesting enforcement of the current support order of (date if known) _____. Attach a copy of the order you want enforced.

- ☐ I have already requested enforcement through Probation.

12. Establish or Change of Existing Custody/Parenting Time Court Order (check all that apply)

- ☐ Establish custody

- ☐ Establish visitation/parenting time arrangements

- ☐ Parenting Time

- ☐ Grandparent Visitation

- ☐ Sibling Visitation

- ☐ I am requesting to **change** the custody/parenting time terms of the current order.

Reasons for your request: (explain in detail)

13. Request to Relocate the Child(ren)/Opposition to Relocation

- ☐ I am applying to relocate the child(ren) listed above to another state or country. I want to relocate the child(ren) by (date) _____.

New location:

Reason for relocation:

- ☐ Attached is the additional information form.

- ☐ I am opposed to the relocation of the children listed above. I believe this move is not in the best interest of the child(ren). Explain:

- ☐ Attached is the additional information form.

- [illegible]

Required Attachments (Check all applicable boxes)

- ☐ Confidential Litigant Information Statement.
- ☐ Certificate of Parentage (if available). (Please note that this is **not** the Birth Certificate.)
- ☐ Certification to Establish Paternity (when requesting establishment of paternity).
- ☐ Financial Statement for Summary Support Actions (when requesting child support).
- ☐ Case Information Statement (when requesting spousal support).
- ☐ Check this box if you are attaching any additional information (a certification, exhibits)
- ☐ I am presently incarcerated and would like to appear; however, I understand that unless a judge orders my appearance through a court order to the facility of my incarceration, my request will be decided on the papers that I filed.

At the hearing:

Will you require an interpreter? ☐ Yes ☐ No
If yes, indicate language: _____

Will you require an accommodation for a disability? ☐ Yes ☐ No
If yes, indicate requested accommodation: _____

I/we certify that the foregoing statements made by me/us are true. I am/We are aware that if any of the foregoing statements made by me/us are willfully false, I am/We are subject to punishment.

Date Signature ☐ Plaintiff ☐ Defendant

Date Signature ☐ Plaintiff ☐ Defendant

Date Signature ☐ Plaintiff Attorney ☐ Defendant Attorney

Note: Both the person filing this modification and the attorney (if any) must sign above.

COURT APPEARANCE INFORMATION FOR THE PERSON FILING THIS APPLICATION:

Your appearance is mandatory. You should bring to court any other documentation or proof that supports your case. If you are filing for child or spousal support, bring any information about your finances with you such as your last three pay stubs and your most recent W-2 statement. You may bring an attorney, although an attorney is not required. If you require assistance in selecting an attorney, you may contact your County Bar Association. If you cannot afford an attorney, you may contact Legal Services of New Jersey at www.lsnj.org.

COURT APPEARANCE INFORMATION FOR THE PERSON RECEIVING THIS APPLICATION:

Your appearance is mandatory. If you fail to appear at the hearing an order granting the relief requested by the filing party may be granted. If the filing party's request is for child or spousal support, bring any information about your finances with you such as your last three pay stubs and your most recent W-2 statement. You may bring an attorney, although an attorney is not required. If you require assistance in selecting an attorney, you may contact your County Bar Association. If you cannot afford an attorney, you may contact Legal Services of New Jersey at www.lsnj.org.

Additional Information Sheet

Use this sheet (if necessary) to tell the court anything else you want the court to know about why you filed your application.

Full Name _____

Date _____

Docket Number _____

CS Number _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date _____

Signature of Applicant/Cross-applicant

Attorney Name: _____
Attorney for: _____
Address: _____
Telephone: _____
Attorney ID: _____

Superior Court of New Jersey
Chancery Division – Family Part
_____ County

Docket Number: FD - _____
CS Number: _____

Plaintiff
v.

Defendant

Supplement to

☐ Complaints

☐ Modification

Non-Dissolution Action

I am the Attorney for the ☐ Plaintiff / ☐ Defendant
Relationship to the Child(ren): _____

☐ I am requesting this case be designated as complex (*R. 5:4-2(j)*).

1. The child(ren) pertaining to this matter are:

Name	Date of Birth	M/F	Residing with (Relationship)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. Have these parties previously been involved in any NJ Family Court actions or other state/country family litigation? ☐ Yes ☐ No

If yes, give the title of the case and docket number.

Title of case (____ vs ____)	Docket Number	State/Country
a. _____	_____	_____
b. _____	_____	_____

3. The Division of Child Protection and Permanency (or a similar agency in another state) has been involved or is currently involved with the child(ren) or listed parties. ☐ Yes ☐ No

Is any party in this case currently receiving public assistance? (Governed by 41 U.S.C.A. 602 (A)(26), N.J.S.A. 44:10-1.1 et seq.) ☐ Yes ☐ No

4. The following relief(s) is being sought:

☐ Establish Paternity

Were the parents of the child(ren) married at the time of birth?

☐ Yes ☐ No

☐ Establish Maternity

☐ Disestablish Paternity

☐ Establish Child Support

☐ Establish Spousal Support

☐ Increase Child Support

☐ Increase Spousal Support

☐ Decrease Child Support

☐ Decrease Spousal Support

☐ Terminate Child Support

☐ Terminate Spousal Support

☐ Oppose Termination of Child Support

☐ Oppose Termination of Spousal Support

☐ Enforce the current support order of _____. Attach a copy of the order you want enforced.

☐ Medical Support Requested:

☐ Health Benefits for: ☐ Plaintiff / ☐ Defendant

☐ Health Benefits for the child(ren) named in this complaint

☐ Establish Custody

☐ Change Custody

☐ Establish Parenting Time

☐ Change Parenting Time

☐ Establish Grandparent Visitation

☐ Change Grandparent Visitation

☐ Establish Sibling Visitation

☐ Change Sibling Visitation

☐ Request to Relocate Child(ren)

☐ Request to Change Venue

☐ Other Relief(s) Requested:

Required Attachments:

☐ Attorney Complaint

☐ Attorney Modification

☐ IV-D Application

☐ A Confidential Litigant Information Statement

☐ A Certificate of Parentage is attached (if available) (Please note that this is not the Birth Certificate)

☐ A Certification to establish Paternity attached (when seeking establishment of Paternity)

☐ A Financial Statement for Summary Support Actions (when seeking Child Support/Modification)

☐ A Case Information Statement (when seeking Spousal Support/College Expenses/or for any Financial request)

Additional Attachments:

☐ Check this box if you are attaching any additional information (a certification, exhibits).

☐ Request for Interpreting Services at the Hearing

Language: _____

☐ Request for ADA Accommodation

Specify: _____

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date

Attorney Signature

Plaintiff,

vs.

Defendant.

Superior Court of New Jersey
Chancery Division - Family Part

County

Docket Number - FD _____

Civil Action

**Non-Dissolution (FD)
Complex Case Management Order**

This matter being opened to the Court on _____, 20____,

- ☐ a. during a case management conference before _____.
- ☐ b. during a telephonic conference with _____.
- ☐ c. by consent of both attorneys.

Plaintiff being represented by _____, of the firm of _____,
and the Defendant being represented by _____, of the firm of _____,
and good cause existing for entry of this Order,

IT IS hereby ORDERED that the above title matter is assigned to the complex track.

IT FURTHER APPEARING that the following issues are in dispute:

- | | |
|--|--|
| ☐ Child Support | ☐ Spousal Support |
| ☐ Medical Insurance | ☐ Remove child from state |
| ☐ Financial Maintenance | ☐ Life Insurance |
| ☐ Parenting Time/Visitation | ☐ Counsel Fees |
| ☐ Grandparent visitation | ☐ Partition |
| ☐ Custody (The Custody/Parenting Time Plan, required pursuant to R. 5:8-5 is attached hereto/or will be submitted by _____. | |
| ☐ Other Issues _____. | |

IT IS FURTHER ORDERED that the following be furnished no later than the dates indicated:

- ☐ 1. Case Information Statement filed? Plaintiff ☐ Yes ☐ No Defendant ☐ Yes ☐ No
- ☐ 2. CIS to be filed by: ☐ Plaintiff ☐ Defendant ☐ Both by _____, 20____.
- ☐ 3. Plaintiff/Defendant/Both-shall propound Interrogatories/Notice to Produce by _____, 20____.
- ☐ 4. Plaintiff/Defendant/Both-shall answer Interrogatories and comply with Notice to Produce by _____, 20____.
- ☐ 5. Plaintiff/Defendant/Both-shall complete Depositions by _____, 20____.
- ☐ 6. Plaintiff/Defendant/Both-shall produce proof of bank account balances, pension, or other records, such as: _____, by _____, 20____.

- ☐ 7. Parties shall attend a consent conference scheduled on _____, 20____, at _____.
- ☐ 8. Parties shall attend a mediation on _____, 20____, at _____.
- ☐ 9. Plaintiff/Defendant/Both shall also:

- ☐ 10. Other (Expert Reports or related issues):

IT IS FURTHER ORDERED that a second Case Management Conference has been scheduled on _____, 20____, at _____, before _____.

IT IS FURTHER ORDERED

Next hearing date: _____ Judge's Signature _____

IMPORTANT

DO NOT provide an undisclosed address and telephone number of a party if a Domestic Violence Restraining Order is in effect.

Plaintiff _____
Address _____
Phone _____ Fax _____

Defendant _____
Address _____
Phone _____ Fax _____

We hereby consent to the form and entry of this Order.

Attorney for Plaintiff _____
Attorney Address _____
Phone _____ Fax _____

Attorney for Defendant _____
Attorney Address _____
Phone _____ Fax _____

NOTICE TO THE BAR

FAMILY – REVISED NON-DISSOLUTION (FD) FINANCIAL STATEMENT FOR SUMMARY SUPPORT ACTIONS - FORM (CN 11223)

This notice announces amendments to the Non-Dissolution (FD) Financial Statement for Summary Support Actions form (CN 11223). The Supreme Court Special Committee on the Non-Dissolution (FD) Docket (Special Committee) recommended revisions to the form in its [September 2022 report](#). As set forth in the [August 9, 2023 notice](#), the Supreme Court approved the revisions.

The revisions ensure the exchange of accurate, updated financial information for the calculation of child support. They are also meant to ensure the disclosure of assets, liabilities, childcare costs, health care expenses, and require that supplemental information to support these expenses and other income information be attached.

The amendments are as follows:

- (1) Part B – Gross Weekly Income—Added rental income; overtime, part-time, and severance pay; personal injury awards; and IRS Form 1040 Schedule sections.
- (2) Part B – Gross Weekly Income—Removed “Social Security disability,” as it is not considered income.
- (3) Part C – Weekly Exemptions
 - a. Line 1: Changed “tax exemptions claimed” to “eligible dependents,” consistent with federal and state regulations regarding tax designations.
 - b. Created separate lines for “Alimony paid” and “Child support paid.”
- (4) Added new section “Part H – Assets and Liabilities,” consistent with the Special Committee’s recommendation.
- (5) Updated list of mandatory attachments consistent with the Special Committee’s recommendation.
- (6) Amended title of the form to include “Non-Dissolution (FD).”
- (7) Simplified the instructions.

The revised form is posted [online](#) at njcourts.gov.

Questions concerning this notice may be directed to the Family Practice Division at (609) 815-2900, ext. 55350.

/s/ Michael J. Blee

Michael J. Blee, J.A.D.
Acting Administrative Director of the Courts

Dated: September 3, 2025

Filer Information

Name: _____

Attorney NJ Bar ID Number: _____

Address: _____

Phone Number: _____

Email: _____

Superior Court of New Jersey
Chancery Division - Family Part

County of _____

Docket Number: _____

Plaintiff,

vs.

Defendant,**Non-Dissolution (FD)
Financial Statement for
Summary Support Actions****Part A – Personal Information**

Name			
Address: Street	City	State	Zip Code
Home Telephone Number	Cell Number		
Employer	Occupation		

Part B – Gross Weekly Income: Report your weekly income. If paid monthly, divide by 4.3; if paid bi-weekly divide by 2.

1. Salary, wages, commission, bonuses and other payment for services performed _____
2. Income from operating a business minus ordinary and necessary expenses
(See IRS Form 1040, Schedule C) _____
3. Social Security retirement _____
4. Veterans' Administration pension _____
5. Worker's compensation _____
6. Other pensions, disability or retirement income _____
7. Unemployment compensation _____
8. Interest, dividends, annuities or other investment income
(See IRS Form 1040, Schedule B.) _____
9. Income from the sale, trade or conversion of capital assets _____

10. Income from an estate/will	_____
11. Alimony or separate maintenance from a previous marriage	_____
12. Income from trusts	_____
13. Rental income minus ordinary and necessary expenses. (See IRS Form 1040, Schedule E.)	_____
14. Overtime, part time, or severance pay	_____
15. Personal injury awards	_____
16. Other income (describe) _____	_____
17. Other income (describe) _____	_____
18. Total Gross Income (Add lines 1 through 17.)	\$ 0

Part C – Weekly Exemptions

Report the following deductions from your weekly income.

1. Number of eligible dependents	_____
2. Mandatory union dues	_____
3. Mandatory retirement contributions	_____
4. Health insurance premium paid for child(ren). This is the amount you pay for child(ren) named in this case and your other child(ren) not named in this case.	_____
5. Alimony paid	_____
6. Child support paid State: _____ Case Number: _____	_____
7. Total Weekly Exemptions (Add lines 2 through 6.)	\$ 0

Part D – Other Dependent Deduction

Complete this section only if:

- a) you are legally responsible for supporting a child(ren) other than the child(ren) named in this case, and
- b) the child(ren) is living with you, and
- c) you are requesting a credit for the amount you spend to raise the other child(ren) when the support amount in this case is calculated, and
- d) you are legally responsible for the child(ren) by birth or adoption.

The questions below relate to you, your child(ren) that is not named in this case, and their other parent.

1. Number of your other legal dependents/other child(ren). You must provide proof of your legal relationship.	_____
2. Number of tax exemptions the parent of the other child(ren) claims	_____
3. Weekly gross income of the parent of the other child(ren)	_____
4. Mandatory union dues of the parent of the other child(ren)	_____
5. Mandatory retirement contributions of the parent of the other child(ren)	_____

6. Health insurance premiums paid for other child(ren) by the parent of the other child(ren) _____
7. Alimony or child support orders paid by the parent of the other child(ren) _____
8. **Total Other Dependent Deduction** (Add lines 3 through 7.) \$ 0

Part E – Credit for Childcare Expenses

Complete this section only if:

- 1) you pay for work-related childcare for a child(ren) other than the child(ren) in this case, and
 - 2) you share a legal responsibility with their other parent to support the child(ren), and
 - 3) you are requesting a credit for these childcare expenses when the support amount in this case is calculated.
1. Annual childcare cost (If paid weekly divide by 52, if paid monthly divide by 4.3.) _____
2. Name of childcare provider: _____

Part F –Income Paid to Your Child(ren) in Your Name

Complete this section if your child(ren) receive(s) regular payments from a government source in your name. For example, Social Security, or veteran's benefits.

1. Source of benefit(s): _____
2. Weekly amount of benefits. You must attach proof. _____

Part G – Health Insurance Benefits

1. Health insurance provider	2. Includes child(ren)? ☐ Yes ☐ No
3. Policy carrier	4. Date coverage began

Part H – Assets and Liabilities

Assets: Describe each asset, who owns it (plaintiff (P), defendant (D), or both (B)) and its value. You can attach additional pages if needed.

Owned by P/D/B	Description of Asset	Value of Asset
1. Real Property		
a.	_____	_____
b.	_____	_____
c.	_____	_____
d.	_____	_____
Subtotal: Real Property		<u>\$ 0</u>
2. Bank Accounts, Certificates of Deposit (Include bank name and type of account.)		
a.	_____	_____
b.	_____	_____

Owned by P/D/B	Description of Asset	Value of Asset
c.		
d.		
Subtotal: Bank Accounts, Certificates of Deposit		\$ 0
3. Vehicles		
a.		
b.		
c.		
d.		
Subtotal: Vehicles		\$ 0
4. Tangible Personal Property		
a.		
b.		
c.		
d.		
Subtotal: Tangible Personal Property		\$ 0
5. Stocks, Bonds, and Securities (Include bank name and type of account.)		
a.		
b.		
c.		
d.		
Subtotal: Stocks, Bonds, and Securities		\$ 0
6. Pension, Profit Sharing, Retirement Plans, 401(k)s (Include bank name or employer.)		
a.		
b.		
c.		
d.		
Subtotal: Pension, Profit Sharing, Retirement Plans, 401(k)s		\$ 0
7. Individual Retirement Accounts (IRA)		
a.		
b.		
c.		
d.		
Subtotal: Individual Retirement Accounts (IRA)		\$ 0
8. Businesses, Partnerships, Professional Practices		
a.		
b.		
c.		

Owned by P/D/B	Description of Asset	Value of Asset
d. _____	_____	_____
Subtotal: Businesses, Partnerships, Professional Practices		\$ 0
9. Life Insurance (cash surrender value)		
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____
Subtotal: Life Insurance		\$ 0
10. Loans Receivable		
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____
Subtotal: Loans Receivable		\$ 0
11. Other (Describe)		
a. _____	_____	_____
	_____	_____
b. _____	_____	_____
	_____	_____
c. _____	_____	_____
	_____	_____
d. _____	_____	_____
	_____	_____
Subtotal: Other		\$ 0
Total Value of Gross Assets (Add subtotals from lines 1 through 11.)		\$ 0

Liabilities/Debts: Describe each liability, who is responsible for it (plaintiff (P), defendant (D), or both (B)), the monthly payment, and the total amount of the debt. You can attach additional pages if needed.

Owned by P/D/B	Description of Liability/Debt	Monthly Payment	Total Debt Owed
1. Real Estate Mortgages			
a. _____	_____	_____	_____
b. _____	_____	_____	_____
c. _____	_____	_____	_____
d. _____	_____	_____	_____
Subtotal: Real Estate Mortgages		\$ 0	\$ 0

Owned by P/D/B	Description of Liability/Debt	Monthly Payment	Total Debt Owed
2. Other Long-Term Debts			
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____
Subtotal: Other Long-Term Debts		\$ 0	\$ 0
3. Credit Cards			
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____
Subtotal: Credit Cards		\$ 0	\$ 0
4. Other Short-Term Debts			
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____
Subtotal: Other Short-Term Debts		\$ 0	\$ 0
Total Amount of Liabilities (Add subtotals from lines 1 through 4.)		\$ 0	\$ 0

Part I – Certification

I certify that the foregoing statements made by me are true to the best of my knowledge. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

_____	s/ _____
Date	Signature

Important: You must attach a copy of your:

- 1) last federal and state income tax returns with all schedules and attachments,
- 2) three most recent pay stubs, and
- 3) last W-2, 1099 or K-1 statements.

If you are self-employed or own a business, you also must attach a copy of the most recent federal business tax return. If you are requesting a credit or deduction, you must attach proof of your expenses or obligations.

Filer Information

Name: _____

Attorney NJ Bar ID Number: _____

Address: _____

Phone Number: _____

Email: _____

vs. _____

Plaintiff,

Defendant,Superior Court of New Jersey
Chancery Division - Family Part

County of _____

Docket Number: _____

**Non-Dissolution (FD)
Financial Statement for
Summary Support Actions****Part A – Personal Information**

Name			
Address: Street	City	State	Zip Code
Home Telephone Number	Cell Number		
Employer	Occupation		

Part B – Gross Weekly Income: Report your weekly income. If paid monthly, divide by 4.3; if paid bi-weekly divide by 2.

1. Salary, wages, commission, bonuses and other payment for services performed _____
2. Income from operating a business minus ordinary and necessary expenses _____
(See IRS Form 1040, Schedule C)
3. Social Security retirement _____
4. Veterans' Administration pension _____
5. Worker's compensation _____
6. Other pensions, disability or retirement income _____
7. Unemployment compensation _____
8. Interest, dividends, annuities or other investment income _____
(See IRS Form 1040, Schedule B.)
9. Income from the sale, trade or conversion of capital assets _____

10. Income from an estate/will	_____
11. Alimony or separate maintenance from a previous marriage	_____
12. Income from trusts	_____
13. Rental income minus ordinary and necessary expenses. (See IRS Form 1040, Schedule E.)	_____
14. Overtime, part time, or severance pay	_____
15. Personal injury awards	_____
16. Other income (describe) _____	_____
17. Other income (describe) _____	_____
18. Total Gross Income (Add lines 1 through 17.)	<u>\$ 0</u>

Part C – Weekly Exemptions

Report the following deductions from your weekly income.

1. Number of eligible dependents	_____
2. Mandatory union dues	_____
3. Mandatory retirement contributions	_____
4. Health insurance premium paid for child(ren). This is the amount you pay for child(ren) named in this case and your other child(ren) not named in this case.	_____
5. Alimony paid	_____
6. Child support paid State: _____ Case Number: _____	_____
7. Total Weekly Exemptions (Add lines 2 through 6.)	<u>\$ 0</u>

Part D – Other Dependent Deduction

Complete this section only if:

- a) you are legally responsible for supporting a child(ren) other than the child(ren) named in this case, and
- b) the child(ren) is living with you, and
- c) you are requesting a credit for the amount you spend to raise the other child(ren) when the support amount in this case is calculated, and
- d) you are legally responsible for the child(ren) by birth or adoption.

The questions below relate to you, your child(ren) that is not named in this case, and their other parent.

1. Number of your other legal dependents/other child(ren). You must provide proof of your legal relationship.	_____
2. Number of tax exemptions the parent of the other child(ren) claims	_____
3. Weekly gross income of the parent of the other child(ren)	_____
4. Mandatory union dues of the parent of the other child(ren)	_____
5. Mandatory retirement contributions of the parent of the other child(ren)	_____

6. Health insurance premiums paid for other child(ren) by the parent of the other child(ren) _____
7. Alimony or child support orders paid by the parent of the other child(ren) _____
8. **Total Other Dependent Deduction** (Add lines 3 through 7.) \$ 0

Part E – Credit for Childcare Expenses

Complete this section only if:

- 1) you pay for work-related childcare for a child(ren) other than the child(ren) in this case, and
 - 2) you share a legal responsibility with their other parent to support the child(ren), and
 - 3) you are requesting a credit for these childcare expenses when the support amount in this case is calculated.
1. Annual childcare cost (If paid weekly divide by 52, if paid monthly divide by 4.3.) _____
2. Name of childcare provider: _____

Part F –Income Paid to Your Child(ren) in Your Name

Complete this section if your child(ren) receive(s) regular payments from a government source in your name. For example, Social Security, or veteran's benefits.

1. Source of benefit(s): _____
2. Weekly amount of benefits. You must attach proof. _____

Part G – Health Insurance Benefits

1. Health insurance provider	2. Includes child(ren)? ☐ Yes ☐ No
3. Policy carrier	4. Date coverage began

Part H – Assets and Liabilities

Assets: Describe each asset, who owns it (plaintiff (P), defendant (D), or both (B)) and its value. You can attach additional pages if needed.

Owned by P/D/B	Description of Asset	Value of Asset
1. Real Property		
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____
Subtotal: Real Property		\$ 0
2. Bank Accounts, Certificates of Deposit (Include bank name and type of account.)		
a. _____	_____	_____
b. _____	_____	_____

Owned by P/D/B	Description of Asset	Value of Asset
c. _____	_____	_____
d. _____	_____	_____
Subtotal: Bank Accounts, Certificates of Deposit		\$ 0
3. Vehicles		
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____
Subtotal: Vehicles		\$ 0
4. Tangible Personal Property		
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____
Subtotal: Tangible Personal Property		\$ 0
5. Stocks, Bonds, and Securities (Include bank name and type of account.)		
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____
Subtotal: Stocks, Bonds, and Securities		\$ 0
6. Pension, Profit Sharing, Retirement Plans, 401(k)s (Include bank name or employer.)		
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____
Subtotal: Pension, Profit Sharing, Retirement Plans, 401(k)s		\$ 0
7. Individual Retirement Accounts (IRA)		
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____
Subtotal: Individual Retirement Accounts (IRA)		\$ 0
8. Businesses, Partnerships, Professional Practices		
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

Owned by P/D/B	Description of Asset	Value of Asset
d. _____	_____	_____
Subtotal: Businesses, Partnerships, Professional Practices		\$ 0
9. Life Insurance (cash surrender value)		
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____
Subtotal: Life Insurance		\$ 0
10. Loans Receivable		
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____
Subtotal: Loans Receivable		\$ 0
11. Other (Describe)		
a. _____	_____	_____
	_____	_____
b. _____	_____	_____
	_____	_____
c. _____	_____	_____
	_____	_____
d. _____	_____	_____
	_____	_____
Subtotal: Other		\$ 0
Total Value of Gross Assets (Add subtotals from lines 1 through 11.)		\$ 0

Liabilities/Debts: Describe each liability, who is responsible for it (plaintiff (P), defendant (D), or both (B)), the monthly payment, and the total amount of the debt. You can attach additional pages if needed.

Owned by P/D/B	Description of Liability/Debt	Monthly Payment	Total Debt Owed
1. Real Estate Mortgages			
a. _____	_____	_____	_____
b. _____	_____	_____	_____
c. _____	_____	_____	_____
d. _____	_____	_____	_____
Subtotal: Real Estate Mortgages		\$ 0	\$ 0

Owned by P/D/B	Description of Liability/Debt	Monthly Payment	Total Debt Owed
2. Other Long-Term Debts			
a.			
b.			
c.			
d.			
Subtotal: Other Long-Term Debts		\$ 0	\$ 0
3. Credit Cards			
a.			
b.			
c.			
d.			
Subtotal: Credit Cards		\$ 0	\$ 0
4. Other Short-Term Debts			
a.			
b.			
c.			
d.			
Subtotal: Other Short-Term Debts		\$ 0	\$ 0
Total Amount of Liabilities (Add subtotals from lines 1 through 4.)		\$ 0	\$ 0

Part I – Certification

I certify that the foregoing statements made by me are true to the best of my knowledge. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Date

s/ _____

Signature

Important: You must attach a copy of your:

- 1) last federal and state income tax returns with all schedules and attachments,
- 2) three most recent pay stubs, and
- 3) last W-2, 1099 or K-1 statements.

If you are self-employed or own a business, you also must attach a copy of the most recent federal business tax return. If you are requesting a credit or deduction, you must attach proof of your expenses or obligations.

2026 NJSBA Virtual Spring Conference

THE USE OF AI IN MODERN LEGAL PRACTICE: TOOLS, TACTICS, AND PITFALLS

Speakers:

Robert B. Hille, Esq., Past NJSBA President

Greenbaum Rowe Smith & Davis, LLP, Roseland

Patrick O. Lacsina, Sr., Esq.

Patrick O. Lacsina Law Offices, LLC, Harrison

G. Glennon Troublefield, Esq., NJSBA First Vice President

Carella Byrne Cecchi Olstein Brody & Agnello, P.C., Roseland

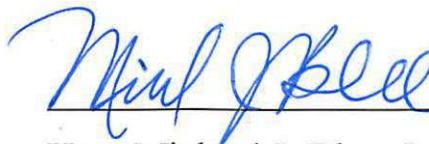
NOTICE TO THE BAR

ATTORNEY RESPONSIBILITIES AS TO CYBERSECURITY & EMERGING TECHNOLOGIES -- NEW REQUIREMENT OF ONE CLE CREDIT IN TECHNOLOGY-RELATED SUBJECTS

The Supreme Court has approved a new Continuing Legal Education (CLE) requirement (one credit per two-year reporting cycle) in technology-related subjects for all New Jersey licensed attorneys. Further information on “technology-related subjects” and the timing of this new CLE requirement will be provided in a future notice.

The Court’s action followed consideration of two proposals intended to strengthen awareness and improve practices of attorneys relative to the risks posed by artificial intelligence (AI) and other emerging technologies. Following review, the Court declined to adopt the other proposal, i.e., to add a comment to RPC 1.1 regarding an attorney’s responsibility, as part of competence, to keep abreast of the benefits and risks associated with relevant technology. Both proposals were recommended by the Supreme Court Committee on AI and the Law.

Questions on this notice may be directed to the Office of the Administrative Director of the Courts at (609) 376-3000.



Hon. Michael J. Blee, J.A.D.
Acting Administrative Director of the Courts

Dated: April 2, 2025

NOTICE TO THE BAR

LEGAL PRACTICE: PRELIMINARY GUIDELINES ON THE USE OF ARTIFICIAL INTELLIGENCE BY NEW JERSEY LAWYERS

Artificial intelligence (AI) includes a variety of rapidly evolving technologies with significant capabilities as well as significant risks. In furtherance of its responsibility to uphold the highest level of professionalism among lawyers, the New Jersey Supreme Court seeks to balance the benefits of innovation while safeguarding against the potential harms of misuse. To that end, the Court here provides preliminary guidelines on the use of AI to support lawyers who practice in New Jersey and the clients who depend on those lawyers.

Supreme Court Committee on AI and the Courts

The Supreme Court Committee on Artificial Intelligence and the Courts, which includes private and public lawyers, as well as judges, Judiciary leaders, technologists, and experts in academia and media, recommended these initial guidelines to support lawyers in continuing to comply with the existing Rules of Professional Conduct (RPCs) and the Rules of Court.

The attached preliminary guidelines are intended to inform and assist lawyers in navigating their ethical responsibilities in light of the current and anticipated effects of AI -- in particular generative AI -- on legal practice.

Questions and Suggestions

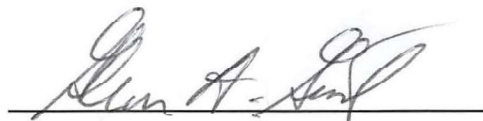
Lawyers with specific questions about their own prospective conduct related to the use of AI should continue to seek direction from the Attorney Ethics Hotline at (609) 815-2924 or in writing to Court-Use-of-AI.mbx@njcourts.gov. As always, the identity of lawyers who pose such specific questions will remain confidential. However, the issues raised by such inquiries may inform the development of future, more detailed guidance regarding the ethical use of AI in the practice of law.

While these interim guidelines are effective immediately, the Supreme Court also invites comments and questions on the use of AI in legal practice, including suggestions of potential use cases for lawyers and the courts.

Questions regarding this notice should be directed to the Office of the Administrative Director of the Courts at (609) 376-3000. Written inquiries and any comments on the preliminary guidelines should be submitted via email to Comments.Mailbox@njcourts.gov.

A handwritten signature in blue ink, appearing to read "Stuart Rabner", written over a horizontal line.

Stuart Rabner
Chief Justice

A handwritten signature in blue ink, appearing to read "Glenn A. Grant", written over a horizontal line.

Glenn A. Grant, J.A.D.
Acting Administrative Director

Dated: January 24, 2024

PRELIMINARY GUIDELINES ON NEW JERSEY LAWYERS' USE OF ARTIFICIAL INTELLIGENCE

Artificial intelligence (AI) refers to a machine-based system that can make predictions, recommendations, or decisions. AI systems use machine and human-based inputs to perceive environments, abstract such perceptions into models through automated analysis, and use model inference to formulate options. While various forms of AI have been widely used for years, the advent of generative artificial intelligence (Gen AI) -- a subset of AI in which machine-based systems create text or images based on predictive models derived from training with large datasets -- has elevated interest in and use of AI in legal and other professions. These preliminary guidelines refer generally to AI with the understanding that certain provisions relate primarily to generative AI. The ongoing integration of AI into other technologies suggests that its use soon will be unavoidable, including for lawyers. While AI potentially has many benefits, it also presents ethical concerns. For instance, AI can “hallucinate” and generate convincing, but false, information. These circumstances necessitate interim guidance on the ethical use of AI, with the understanding that more detailed guidelines can be developed as we learn more about its capacities, limits, and risks.

Artificial Intelligence Does Not Change Lawyers' Duties

Lawyers in some jurisdictions improperly relied on Gen AI to generate content, which in some cases resulted in the submission to courts of briefs containing references to fake case law (which those lawyers did not check before or after submission). At the other end of the spectrum, reputable resources including LexisNexis and Westlaw promise to improve the quality of legal practice through the integration of AI to provide faster, more reliable legal research and writing assistance. Larger law firms are continuing to develop in-house AI systems while vendors are marketing AI-facilitated contract review and administrative support to smaller firms and solo practitioners. In this complex and evolving landscape, lawyers must decide whether and to what extent AI can be used so as to maintain compliance with ethical standards without falling behind their colleagues.

The core ethical responsibilities of lawyers, as outlined in the Rules of Professional Conduct (RPCs) are unchanged by the integration of AI in legal practice, as was true with the introduction of computers and the internet. AI

tools must be employed with the same commitment to diligence, confidentiality, honesty, and client advocacy as traditional methods of legal practice. While AI does not change the fundamental duties of legal professionals, lawyers must be aware of new applications and potential challenges in the discharge of such responsibilities. As with any disruptive technology, a lack of careful engagement with AI could lead to ethical violations, underscoring the need for lawyers to adapt their practices mindfully and ethically in this evolving landscape. This notice highlights particular RPCs that may be implicated by the use of AI, with the understanding that such references are not intended to be exhaustive.

Accuracy and Truthfulness

A lawyer has a duty to be accurate and truthful. RPC 3.1 provides that a lawyer may not “assert or controvert an issue . . . unless the lawyer knows or reasonably believes that there is a basis in law and fact for doing so that is not frivolous” RPC 4.1(a)(1) prohibits a lawyer from making a false statement of material fact or law. And RPC 8.4(c) states that it is misconduct for a lawyer to “engage in conduct involving dishonesty, fraud, deceit, or misrepresentation.” Because AI can generate false information, a lawyer has an ethical duty to check and verify all information generated by AI to ensure that it is accurate. Failure to do so may result in violations of the RPCs.

Honesty, Candor, and Communication

RPC 3.3 requires a lawyer to uphold candor to the tribunal, including by not knowingly making “a false statement of material fact or law” or offering “evidence that the lawyer knows to be false” RPC 3.3(a)(1); RPC 3.3(a)(4). A lawyer who uses AI in the preparation of legal pleadings, arguments, or evidence remains responsible to ensure the validity of those submissions. While the RPCs do not require a lawyer to disclose the use of AI, such use does not provide an excuse for the submission of false, fake, or misleading content. The RPCs prohibit a lawyer from using AI to manipulate or create evidence and prohibit a lawyer from allowing a client to use AI to manipulate or create evidence. See, e.g., RPC 1.2(d); RPC 1.4(d); RPC 3.4(b).

RPC 1.2 provides that a lawyer must “abide by a client’s decisions concerning the scope and objectives of representation . . . and as required by

RPC 1.4 shall consult with the client about the means to pursue them.” RPC 1.4(b), in turn, provides that a lawyer must promptly comply with a client’s reasonable requests for information, and RPC 1.4(c) provides that a lawyer must provide sufficient explanation for a client to make informed decisions regarding the representation. Those RPCs do not impose an affirmative obligation on lawyers to tell clients every time that they use AI. However, if a client asks if the lawyer is using AI, or if the client cannot make an informed decision about the representation without knowing that the lawyer is using AI, then the lawyer has an obligation to inform the client of the lawyer’s use of AI. As to client interactions, a lawyer can use AI to “explain a matter to the extent reasonably necessary to permit the client to make informed decisions” consistent with RPC 1.4, but the lawyer must continue to oversee such communications to ensure accuracy.

Confidentiality

RPC 1.6 provides that “[a] lawyer shall not reveal information relating to representation of a client unless the client consents after consultation” To uphold this core duty, a lawyer must not only avoid intentional disclosure of confidential information but must also “make reasonable efforts to prevent the inadvertent or unauthorized disclosure of, or unauthorized access to, information related to the representation of a client.” RPC 1.6(f). Today, the market is replete with an array of AI tools, including some specifically designed for lawyers, as well as others in development for use by law firms. A lawyer is responsible to ensure the security of an AI system before entering any non-public client information.

Prevention of Misconduct, Including Discrimination

A lawyer must not engage in misconduct, including “conduct involving dishonesty, fraud, deceit or misrepresentation;” “conduct that is prejudicial to the administration of justice;” and “conduct involving discrimination” RPC 8.4(c); 8.4(d); 8.4(g). Those duties are addressed in part by the ongoing requirements to ensure accuracy (and avoid falsification) of communications with clients and the court.

Oversight

Law firms and lawyers are responsible for overseeing other lawyers and nonlawyer staff, as well as law students and interns, as they may be held responsible for ethical violations by those individuals. See, e.g., RPC 5.1 (Responsibilities of Partners, Supervisory Lawyers, and Law Firms); RPC 5.2 (Responsibilities of a Subordinate Lawyer); RPC 5.3 (Responsibilities Regarding Nonlawyer Assistance). This requirement extends to ensuring the ethical use of AI by other lawyers and nonlawyer staff.

Conclusion

These preliminary guidelines are intended to assist lawyers in complying with the existing RPCs, which remain unchanged by the availability and use of AI. The references to specific RPCs are intended for illustration and not as an exhaustive list. For instance, the use of AI likely will affect lawyer billing practices and advertising. See, e.g., RPC 1.5 (Fees); RPC 7.2 (Advertising). Those and other specific applications can be addressed in future guidelines if and as needed.

NOTICE TO THE BAR

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The attached preliminary guidelines are intended to inform and assist lawyers in navigating their ethical responsibilities in light of the current and anticipated effects of AI -- in particular generative AI -- on legal practice.

Questions and Suggestions

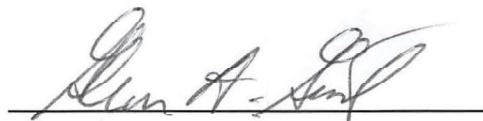
Lawyers with specific questions about their own prospective conduct related to the use of AI should continue to seek direction from the Attorney Ethics Hotline at (609) 815-2924 or in writing to Court-Use-of-AI.mbx@njcourts.gov. As always, the identity of lawyers who pose such specific questions will remain confidential. However, the issues raised by such inquiries may inform the development of future, more detailed guidance regarding the ethical use of AI in the practice of law.

While these interim guidelines are effective immediately, the Supreme Court also invites comments and questions on the use of AI in legal practice, including suggestions of potential use cases for lawyers and the courts.

Questions regarding this notice should be directed to the Office of the Administrative Director of the Courts at (609) 376-3000. Written inquiries and any comments on the preliminary guidelines should be submitted via email to Comments.Mailbox@njcourts.gov.

A handwritten signature in blue ink, appearing to read "Stuart Rabner", written over a horizontal line.

Stuart Rabner
Chief Justice

A handwritten signature in blue ink, appearing to read "Glenn A. Grant", written over a horizontal line.

Glenn A. Grant, J.A.D.
Acting Administrative Director

Dated: January 24, 2024

PRELIMINARY GUIDELINES ON NEW JERSEY LAWYERS' USE OF ARTIFICIAL INTELLIGENCE

Artificial intelligence (AI) refers to a machine-based system that can make predictions, recommendations, or decisions. AI systems use machine and human-based inputs to perceive environments, abstract such perceptions into models through automated analysis, and use model inference to formulate options. While various forms of AI have been widely used for years, the advent of generative artificial intelligence (Gen AI) -- a subset of AI in which machine-based systems create text or images based on predictive models derived from training with large datasets -- has elevated interest in and use of AI in legal and other professions. These preliminary guidelines refer generally to AI with the understanding that certain provisions relate primarily to generative AI. The ongoing integration of AI into other technologies suggests that its use soon will be unavoidable, including for lawyers. While AI potentially has many benefits, it also presents ethical concerns. For instance, AI can “hallucinate” and generate convincing, but false, information. These circumstances necessitate interim guidance on the ethical use of AI, with the understanding that more detailed guidelines can be developed as we learn more about its capacities, limits, and risks.

Artificial Intelligence Does Not Change Lawyers' Duties

Lawyers in some jurisdictions improperly relied on Gen AI to generate content, which in some cases resulted in the submission to courts of briefs containing references to fake case law (which those lawyers did not check before or after submission). At the other end of the spectrum, reputable resources including LexisNexis and Westlaw promise to improve the quality of legal practice through the integration of AI to provide faster, more reliable legal research and writing assistance. Larger law firms are continuing to develop in-house AI systems while vendors are marketing AI-facilitated contract review and administrative support to smaller firms and solo practitioners. In this complex and evolving landscape, lawyers must decide whether and to what extent AI can be used so as to maintain compliance with ethical standards without falling behind their colleagues.

The core ethical responsibilities of lawyers, as outlined in the Rules of Professional Conduct (RPCs) are unchanged by the integration of AI in legal practice, as was true with the introduction of computers and the internet. AI

tools must be employed with the same commitment to diligence, confidentiality, honesty, and client advocacy as traditional methods of legal practice. While AI does not change the fundamental duties of legal professionals, lawyers must be aware of new applications and potential challenges in the discharge of such responsibilities. As with any disruptive technology, a lack of careful engagement with AI could lead to ethical violations, underscoring the need for lawyers to adapt their practices mindfully and ethically in this evolving landscape. This notice highlights particular RPCs that may be implicated by the use of AI, with the understanding that such references are not intended to be exhaustive.

Accuracy and Truthfulness

A lawyer has a duty to be accurate and truthful. RPC 3.1 provides that a lawyer may not “assert or controvert an issue . . . unless the lawyer knows or reasonably believes that there is a basis in law and fact for doing so that is not frivolous” RPC 4.1(a)(1) prohibits a lawyer from making a false statement of material fact or law. And RPC 8.4(c) states that it is misconduct for a lawyer to “engage in conduct involving dishonesty, fraud, deceit, or misrepresentation.” Because AI can generate false information, a lawyer has an ethical duty to check and verify all information generated by AI to ensure that it is accurate. Failure to do so may result in violations of the RPCs.

Honesty, Candor, and Communication

RPC 3.3 requires a lawyer to uphold candor to the tribunal, including by not knowingly making “a false statement of material fact or law” or offering “evidence that the lawyer knows to be false” RPC 3.3(a)(1); RPC 3.3(a)(4). A lawyer who uses AI in the preparation of legal pleadings, arguments, or evidence remains responsible to ensure the validity of those submissions. While the RPCs do not require a lawyer to disclose the use of AI, such use does not provide an excuse for the submission of false, fake, or misleading content. The RPCs prohibit a lawyer from using AI to manipulate or create evidence and prohibit a lawyer from allowing a client to use AI to manipulate or create evidence. See, e.g., RPC 1.2(d); RPC 1.4(d); RPC 3.4(b).

RPC 1.2 provides that a lawyer must “abide by a client’s decisions concerning the scope and objectives of representation . . . and as required by

RPC 1.4 shall consult with the client about the means to pursue them.” RPC 1.4(b), in turn, provides that a lawyer must promptly comply with a client’s reasonable requests for information, and RPC 1.4(c) provides that a lawyer must provide sufficient explanation for a client to make informed decisions regarding the representation. Those RPCs do not impose an affirmative obligation on lawyers to tell clients every time that they use AI. However, if a client asks if the lawyer is using AI, or if the client cannot make an informed decision about the representation without knowing that the lawyer is using AI, then the lawyer has an obligation to inform the client of the lawyer’s use of AI. As to client interactions, a lawyer can use AI to “explain a matter to the extent reasonably necessary to permit the client to make informed decisions” consistent with RPC 1.4, but the lawyer must continue to oversee such communications to ensure accuracy.

Confidentiality

RPC 1.6 provides that “[a] lawyer shall not reveal information relating to representation of a client unless the client consents after consultation” To uphold this core duty, a lawyer must not only avoid intentional disclosure of confidential information but must also “make reasonable efforts to prevent the inadvertent or unauthorized disclosure of, or unauthorized access to, information related to the representation of a client.” RPC 1.6(f). Today, the market is replete with an array of AI tools, including some specifically designed for lawyers, as well as others in development for use by law firms. A lawyer is responsible to ensure the security of an AI system before entering any non-public client information.

Prevention of Misconduct, Including Discrimination

A lawyer must not engage in misconduct, including “conduct involving dishonesty, fraud, deceit or misrepresentation;” “conduct that is prejudicial to the administration of justice;” and “conduct involving discrimination” RPC 8.4(c); 8.4(d); 8.4(g). Those duties are addressed in part by the ongoing requirements to ensure accuracy (and avoid falsification) of communications with clients and the court.

Oversight

Law firms and lawyers are responsible for overseeing other lawyers and nonlawyer staff, as well as law students and interns, as they may be held responsible for ethical violations by those individuals. See, e.g., RPC 5.1 (Responsibilities of Partners, Supervisory Lawyers, and Law Firms); RPC 5.2 (Responsibilities of a Subordinate Lawyer); RPC 5.3 (Responsibilities Regarding Nonlawyer Assistance). This requirement extends to ensuring the ethical use of AI by other lawyers and nonlawyer staff.

Conclusion

These preliminary guidelines are intended to assist lawyers in complying with the existing RPCs, which remain unchanged by the availability and use of AI. The references to specific RPCs are intended for illustration and not as an exhaustive list. For instance, the use of AI likely will affect lawyer billing practices and advertising. See, e.g., RPC 1.5 (Fees); RPC 7.2 (Advertising). Those and other specific applications can be addressed in future guidelines if and as needed.

NOTICE TO THE BAR

RESPONSIBLE USE OF ARTIFICIAL INTELLIGENCE (AI) AND RELATED TECHNOLOGIES – BENEFITS OF AI POLICIES

Artificial intelligence (“AI”) tools are increasingly integrated into the practice of law, including legal research, drafting, document review, and case management. Many commonly used platforms now include embedded or background AI features that may not always be obvious to users.

The Supreme Court of New Jersey encourages attorneys and law firms to develop, adopt, and periodically update internal policies and practices governing the use of AI and related technologies as part of maintaining professional competence and ethical compliance.

Well-designed AI use policies can help attorneys and firms:

- Understand the capabilities and limitations of AI tools they choose to use
- Recognize and remediate the risks presented by third-party use of AI
- Protect client and other confidential information
- Ensure that all AI-assisted work is reviewed for accuracy
- Provide appropriate guidance and training
- Revisit and update internal practices as technology evolves

Attorneys remain fully responsible for their work product and professional obligations under the Rules of Professional Conduct (including RPCs 1.1, 1.6, 5.1, 5.3, and 3.3).

For additional guidance, attorneys may consult resources from the [New Jersey Courts](#), American Bar Association, New Jersey State Bar Association, and other reputable organizations. Further, attorneys may consult the attached template as a starting point for a basic AI firm policy.



Hon. Michael J. Blee, J.A.D.

Acting Administrative Director of the Courts

Dated: March 30, 2026

The attached starter template is offered to help law firms as they adopt basic policies relating to the firm's use of AI. Adopting a policy is encouraged, but it is not a "safe harbor." A document alone does not mitigate, remove, or prevent mistakes, confidentiality lapses, or professional consequences -- only careful implementation, training, supervision, and verification can reduce those risks.

* * *

Example -- Starter AI Use Policy for [FIRM NAME]

Effective Date: _____

Owner (name/role): _____

Review schedule (pick one): at least ☐ every 6 months ☐ annually ☐ other:

(1) Purpose

Authorized AI tools may be used to improve efficiency and quality, provided that the Firm protects confidentiality and ensures accuracy of all AI-generated output through human review before such output is used.

(2) Scope

Applies to all lawyers, staff, contractors, law clerks, interns, and others working on Firm matters.

(3) Core rules

A. Lawyers remain responsible. The Firm and the supervising lawyer(s) remain responsible for (i) all work product incorporating output from AI tools and (ii) compliance with professional obligations under the Rules of Professional Conduct (including RPCs 1.1, 1.6, 5.1, 5.3, and 3.3). See also New Jersey Supreme Court, [*Preliminary Guidelines on the Use of Artificial Intelligence by New Jersey Lawyers*](#) (Jan 2024)

B. AI is a tool, not a decision-maker. AI may assist with drafting or summarizing, but it does not replace lawyer judgment.

C. Confidentiality rule (pick ONE).

- ☐ **No use of any AI tools.** We do not use AI tools on any client information or matters.
- ☐ **No client info in public AI.** We do not enter any client or matter information into public AI tools.
- ☐ **Only if de-identified.** We may use public AI only after removing client names and other personal identifiers (e.g., ID numbers, account numbers, etc.) and any facts that could identify or lead to the identification of the

Example -- Starter AI Use Policy for [FIRM NAME]

client, matter, or protected information. If we cannot safely and completely de-identify it, we do not use public AI.

- ☐ **Only use approved vendor tools.** Client information may be entered into an approved vendor AI tool that the Firm has contracted with, provided that the Firm is satisfied with the vendor's confidentiality protections, including through reasonable diligence regarding the vendor's privacy, retention, security, and data-use practices.

D. Human review is required, always. No AI-assisted content or work product incorporating output from AI tools may be sent to a client, opposing counsel, or the court without lawyer review and editing to ensure its accuracy and validity. AI-generated content must also be reviewed before it is relied on internally for legal, factual, strategic, or client-matter work.

E. Case citations, etc. Any case law, statute, rule, quotation, or pinpoint citation included in a draft prepared with AI assistance must be verified by law firm personnel using an official source before it is relied on or filed. If a citation cannot be verified, it must be removed. Other material factual assertions, procedural descriptions, record references, and client-specific statements generated with AI must also be checked for accuracy before reliance or use.

F. Tool settings must be checked. Before using any AI tool or AI feature for Firm work, the responsible lawyer or other law firm personnel must review and understand the tool's privacy and sharing settings. The responsible lawyer or other law firm personnel must take reasonable steps to ensure the tool is configured to minimize sharing, retention, and reuse of Firm information, including by manually turning off any settings that allow prompts, documents, recordings, emails, or other content to be shared, used to improve the tool, or accessed by others. This applies not only to stand-alone AI products, but also to built-in AI features in everyday systems (e.g., email and document platforms, virtual meeting platforms, transcription tools, browsers, and mobile apps).

(4) Transcription tools (if used)

If the Firm uses AI transcription:

Example -- Starter AI Use Policy for [FIRM NAME]

- Transcripts generated by AI are considered drafts and must be checked against the original recording for accuracy.
- AI-generated transcripts may not be used as an official transcript or recording.
- Confidential recordings should not be uploaded or stored using AI transcription tools unless the Firm has reviewed the tool's privacy settings and terms and has taken reasonable steps to ensure confidentiality.

(5) Staff/contractors/others supervised by lawyers.

Non-lawyers subject to lawyer supervision, including staff and contractors, may use AI for Firm work only with the supervising lawyer's direction and consistent with this policy. The supervising lawyer remains responsible for the activities of the non-lawyer, supervision of the use of AI tools, and the final work product incorporating content or output from AI tools.

(6) Client communications regarding AI use (pick ONE or MORE)

- ☐ The Firm will inform clients about its use of AI tools when clients inquire.
- ☐ The Firm will inform clients about its use of AI tools before AI tools are used in any material way on their matter.
- ☐ The Firm will advise clients of potential consequences, including possible impacts on privilege, if the client inputs information into AI tools.
- ☐ The Firm understands that these options are examples only and that additional disclosure or consent may be appropriate depending on the client, matter, tool, or applicable law or ethics guidance.

(7) Issues and updates

Questions or concerns about AI use should be directed to: **[name/role/contact]**.
This policy will be updated as tools, risks, and guidance evolve.

Statement of Principles for the New Jersey Judiciary's Ongoing Use of Artificial Intelligence, Including Generative Artificial Intelligence

Consistent with its longstanding commitment to the core values of independence, integrity, fairness, and quality service, the New Jersey Judiciary envisions the ongoing seamless integration of Artificial Intelligence (AI) technologies to further enhance court processes, improve and sustain services to the public, and uphold the rule of law.

1. **Independence:** AI systems will be designed and deployed in a manner that respects and maintains the independence of the Judiciary, the impartiality of our courts, and the independent decision-making of our judges. Judges and their staff may use AI only for select purposes, such as for preliminary gathering and organization of information. AI will never be used to replace the autonomy of judges but may serve as a tool to support and enhance judicial functions.
2. **Integrity:** The AI technologies currently in use, as well as those yet to be implemented, will be rigorously assessed to ensure that they meet the highest standards of ethical considerations and are as free from bias as possible. All AI technologies will be continuously monitored, assessed, and refined as necessary in order to identify and remedy potential sources and effects of bias, to the extent possible. The Judiciary will take appropriate steps to ensure the safety and security of AI technologies. The Judiciary will provide appropriate public information as to its development and use of AI and will engage in ongoing oversight to ensure that AI technologies are Transparent, Explainable, Accurate, Reliable, and Secure.
3. **Fairness:** To support access to justice for all court users, AI will be used to support equity for all parties to the case, to maximize access to the courts, and to reduce unnecessary delays in case disposition, consistent with the aims expressed in the Rules of Court. In addition to supporting access and participation for all court users, AI technologies

Statement of Principles for the New Jersey Judiciary's
Ongoing Use of Artificial Intelligence

As Approved by the Supreme Court (January 23, 2024)

will be used with appropriate requirements of disclosure so as to support public trust and confidence in the courts.

4. **Quality Service:** Expanded Judiciary use of AI aims to improve effectiveness and consistency in court services, including case management, court administration, public accessibility, and transparency. AI technologies will be used in ways that maintain confidentiality and that safeguard the security of Judiciary systems and the data contained in those systems.

By adhering to these core principles, the New Jersey courts will continue to be at the forefront of integrating AI technologies that augment the judicial process, always prioritizing the well-being and rights of the people, businesses, and communities we serve.

Statement of Principles for the New Jersey Judiciary's
Ongoing Use of Artificial Intelligence

As Approved by the Supreme Court (January 23, 2024)

2026 NJSBA Spring Conference

WHY DID I EVER HIRE THEM? NEGLIGENT HIRING,
TRAINING AND SUPERVISION CLAIMS FOR PLAINTIFFS
AND DEFENDANTS

Speakers:

Thaddeus Hubert, IV, Esq.

Goldberg Segalla, Princeton

J. Silvio Mascolo, Esq.

Rebenack Aronow Mascolo LLP, New Brunswick

Why Did I Ever Hire Them? List of Relevant Cases

Davis v. Devereux Foundation, 209 N.J. 269, 37 A.3d 469 (2012)

DiCosala vs. Kay, 91 NJ 159 (1982)

E.S. for G.S. v. Brunswick Investment Ltd. Partnership, 215 N.J. 543, 73 A.3d 231 (2013)

Hardwicke v. American Boychoir School, 188 N.J. 69, 902 A.2d 900 (2006)

Hoag v. Brown, 397 N.J. Super. 34, 935 A.2d 1218 (App. Div. 2007)

Horner v. Upper Freehold Regional Board of Education, 202 N.J. 19, 994 A.2d 917 (2010)

Jarrell v. Kaul, 223 N.J. 294, 122 A.3d 1022 (2015)

Mavrikidis v. Petullo, 153 N.J. 117, 707 A.2d 977 (1998)

Nostrama vs. Santiago, 420 NJ Super. 427 (App. Div. 2011)

Parks vs Pep Boys, A1910-A94T2

Restatement (Second) of Torts § 317

Restatement (Second) of Agency § 219

Sun Min Lee vs. JB Hunt Transp. Inc., 308 F. Supp. 2nd 310 (2004)

Tymiv v. Lowe's Home Centers, LLC, 249 N.J. 511, 267 A.3d 362 (2021)

Wilson ex rel. Manzano vs. City of Jersey City, A4044-08T2

2026 NJSBA Virtual Spring Conference

LOVE AND DEATH: ESTATE PLANNING FOR SECOND MARRIAGES AND EXTENDED FAMILIES

Speakers:

Gary R. Botwinick, Esq.

*Einhorn, Barbarito, Frost, Botwinick, Nunn & Musmanno, P.C.,
Denville*

Ronald G. Lieberman, Esq.

Rigden Lieberman Mignogna, Marlton

Megha R. Thakkar, Esq.

Thakkar Family Law, LLC, Piscataway

Love and Death: Estate Planning for Second Marriages and Blended Families in New Jersey

By: Ronald G. Lieberman, Megha R. Thakkar and Gary Botwinick

Abstract

Second marriages bring a different set of legal risks than first marriages, particularly where there are children from prior relationships. New Jersey law provides a framework for addressing property rights, support, and estate distribution, but that framework does not account for the competing expectations that often exist in blended families. As a result, outcomes frequently turn on planning or the lack of it. This article addresses how these issues arise in practice and why coordination between family law and estate planning is often critical.

Introduction

By the time parties enter a second marriage, there is usually more at stake. Assets have been accumulated. Children may already be part of the picture. Financial decisions are no longer hypothetical. And yet, in many cases, the legal structure governing the marriage remains largely unexamined. That becomes a problem later.

New Jersey law treats first and second marriages the same way. There is no separate set of rules for blended families. The statutes governing equitable distribution and inheritance apply across the board. That consistency has value, but it also creates blind spots. Those blind spots tend to show up at when a marriage ends or when one spouse dies.

Second marriages often involve a denser factual and legal background. A remarried client may bring to the new marriage:

- children from a prior relationship;
- a prior divorce judgment or marital settlement agreement;
- support obligations or insurance obligations;
- significant premarital assets;
- retirement accounts and life insurance policies with stale beneficiary designations;
- a prior will or trust that no longer reflects the client's present wishes; and
- strong but unexpressed expectations about how a surviving spouse will treat children from the first marriage.

In practice, these matters generate conflict because the client assumes that emotional intent will produce a legal result. However, the law follows dispositive estate planning documents,

statutory law, beneficiary designations, retirement plan rules, and whether any prior family law agreement or Order still constrains the available choices.

The Default Rules—and Where They Fall Short

A. Spousal Rights at Death

New Jersey's elective share statute exists to prevent a surviving spouse from being disinherited. That principle is well established. See In re Estate of Shinn, 394 N.J. Super. 55, 67-69 (App. Div. 2007). In a blended family, however, the result is not always what the parties expected. It is not unusual to see a decedent attempt to leave assets to children from a prior relationship, only to have those plans altered by operation of the elective share. From a statutory standpoint, that outcome is not surprising. From a practical standpoint, it often is.

The issue is not that the law is unclear. It is that the consequences are not always fully considered in advance.

B. Intestacy and Non-Probate Assets

Even where a will exists, it does not control everything. A significant portion of assets such as retirement accounts, life insurance, and jointly titled property passes outside the will entirely. That disconnect causes problems.

In practice, estate plans are often drafted without full coordination of beneficiary designations or even knowledge of them. The result can be a distribution scheme that looks coherent on paper but operates very differently in reality. Where no will exists, the intestacy statute fills the gap. That rarely produces a result tailored to a blended family.

C. Equitable Distribution

On the divorce side, the issue is less about death and more about classification. New Jersey follows an equitable distribution framework under N.J.S.A. 2A:34-23.1. Assets acquired during the marriage are generally subject to distribution, but the treatment of premarital assets depends heavily on how they were handled during the marriage. That is where things tend to break down.

Commingling happens. Accounts are used jointly. Property is improved or maintained with marital funds. Over time, the distinction between separate and marital property becomes harder to draw. The Appellate Division has made clear that intent and conduct matter. See Weiss v. Weiss, 226 N.J. Super. 281, 286-287 (App. Div. 1988). But intent is often reconstructed after the fact, which is not ideal.

D. Death During a Pending Divorce

For many years, New Jersey practitioners were familiar with the so-called “black hole” problem: where a party died during the pendency of a divorce action before entry of final judgment.

Prior to recent statutory amendments, the filing of a divorce complaint would extinguish a spouse's right of election. However, equitable distribution claims were also extinguished upon the death of a party, leaving a surviving spouse in the midst of divorce proceedings with no remedy. There was uncertainty as to whether marital claims survived and whether the surviving spouse would inherit despite an active divorce. The issue was highlighted in cases such as Carr v. Carr, 120 N.J. 336 (1990), where courts struggled to balance equitable principles against the reality that the marriage had not yet been formally dissolved.

Recognizing the inequity that could result when estranged spouses inherited contrary to the apparent intentions of the parties, New Jersey enacted statutory reforms in 2024 to N.J.S.A. 2A:34-23 and N.J.S.A. 3B:5-3 to address this conflict. Under current law, the filing of a divorce or annulment action can affect inheritance rights, beneficiary designations, and survivorship interests in ways that more closely align with the parties' changed relationship status.

Rule 4:34-1 allows for substitution of parties in a divorce if a party dies and a claim is not extinguished. The substituted parties may include the successors or representatives of a deceased party. In the situation of a second marriage, the substituted parties often end up being a decedent's children of another relationship.

The Reality of Blended Family Disputes

Blended family cases tend to follow a familiar pattern. A surviving spouse asserts statutory rights. Children assert expectations. The court is left to sort out competing claims with limited guidance from the documents in place.

When it comes to inheritances and estate planning, there are naturally competing interests. Each spouse wants to ensure that the surviving spouse is "taken care of" and not unable to enjoy a consistent lifestyle comparable to that which existed prior to the death of the first deceased spouse. But that concern also needs to be balanced against the need to take care of the children from the prior marriage/relationship and ensure that the legacy expected to go to those children is not squandered, or fully consumed, or worse, redirected to another party.

Moreover, the relationship between a stepchild and a stepparent always changes when the parent of such stepchild is no longer around. Perhaps the stepchild and the surviving stepparent have no relationship. Perhaps the children of the stepparent use that parent's own vulnerabilities to manipulate their own parent to fail to honor promises made to the deceased spouse regarding rights of the deceased spouse's children.

The same dynamic appears in divorce cases. One party assumes certain assets are protected. The other challenges that assumption. The outcome depends on how those assets were treated over time, not how they were originally characterized. None of this is unusual. What is unusual is how often the conflict could have been avoided.

Premarital Agreements—Useful, But Not Complete

A. Enforceability

Premarital agreements are enforceable in New Jersey if they meet statutory requirements, including disclosure and voluntariness. See Rogers v. Gordon, 404 N.J. Super. 213, 219-220 (App. Div. 2008). Courts will enforce these agreements when they are properly drafted. That part is relatively straightforward.

B. What They Actually Accomplish

In a second marriage, a premarital agreement can define how assets will be treated in the event of divorce and, in some cases, address spousal rights at death. More importantly, it removes uncertainty. Without an agreement, disputes tend to revolve around what the parties intended. With an agreement, that issue is largely resolved before it becomes contested.

C. What They Do Not Do

A premarital agreement does not control everything. It does not override beneficiary designations. It does not function as an estate plan. It does not eliminate the need for coordination with other legal instruments. In practice, problems arise when parties treat it as a complete solution. It is not.

D. Treatment of Separate Property

Many clients believe that premarital or inherited assets remain protected simply because they originated separately. Therefore, they neglect getting a prenuptial agreement prior to entering a second marriage as they believe the law already protects them. However, the treatment of those assets during the marriage often matters more than their origin. Common examples include:

- depositing inherited funds into joint accounts;
- using separate funds to renovate a jointly occupied residence;
- paying marital expenses from separate accounts over many years;
- titling assets jointly for convenience; or
- allowing active spousal efforts to enhance the value of a separately owned business.

These actions may create factual and legal disputes concerning commingling, transmutation, reimbursement claims, or passive versus active appreciation.

E. Special Considerations for Second Marriages

Also, it is unusual for a prenuptial agreement to address the manner in which the children of the first-deceased spouse will be treated at the death of the surviving spouse. Even if it does, if the surviving spouse refuses to honor that or consumes (or gifts away) the interests during his or

her life, the children of the first-deceased spouse may be left with nothing or a potential claim in an unpleasant and unseemly lawsuit.

In those instances when the spouses are preparing a prenuptial agreement, it is prudent to consider not only the impact of the death of one party on the surviving party; the agreement should also address the impact on the surviving children of the first deceased spouse.

Particularly in second marriages, prenuptial agreements should address these special considerations with specificity, including but not limited to:

- preservation of premarital assets;
- treatment of appreciation in separately owned businesses or investments;
- responsibility for household expenses;
- ownership of a future jointly acquired residence;
- life estate in premarital residence where both parties reside;
- waiver or limitation of alimony claims;
- inheritance expectations for children from prior relationships;
- elective share waivers where appropriate;
- procedures for dispute resolution if the marriage ends.

Clients entering second marriages frequently have children, retirement assets, businesses, or inherited property. Clear expectations before marriage often preserve relationships after death or divorce.

Estate Planning—Where Most of the Work Happens

A. Most Common Situation

In most cases, couples will work with the same attorney to design and draft an estate plan. That attorney represents both spouses jointly. Those attorneys not familiar with the competing interests in a second marriage may simply take the direction from the client without offering insight and introducing issues that the clients have not adequately considered.

Estate planning in second marriages implicates overlapping legal issues involving family law, probate and estate law, retirement-benefit rules, beneficiary designations, and fiduciary administration. For that reason, second-marriage planning is rarely a matter of drafting a will alone. Instead, it requires counsel to align several different legal systems that do not automatically point to the same outcome. When those systems are not coordinated, the result is often avoidable uncertainty, beneficiary disputes, and probate or post-death litigation.

- Most common introductory remark by couples in designing the estate plan:
 - We want everything to go to the survivor, and we want the survivor's will to direct that everything is divided equally among all of the children when the surviving spouse dies.
 - What is wrong with this plan?

- What keeps the surviving spouse from changing the plan after the death of the first deceased spouse?
- What keeps the surviving spouse from gifting all of the assets to his or her own children during life?
- What happens if the surviving spouse remarries?
- What happens when the relationship between the surviving spouse and the children of the deceased spouse sours or wilts?

B. Role of the Attorney

- The attorney must identify the issues that could affect the client's expectations.
- The attorney should offer suggestions for how to ensure that the children of the deceased spouse will be protected.
- The attorney should also consider if there is a prenuptial agreement when being engaged for the estate planning
 - The attorney should carefully read the prenuptial agreement and understand what plans were previously negotiated.
 - The attorney should consider including the attorneys who represented each party during the prenuptial agreement negotiation in the estate planning project.
- If a conflict develops, the attorney should immediately advise the clients and determine whether the attorney could or should continue to represent both or even either of the spouses.

C. What Mechanisms Should the Attorney Recommend

1. Trusts for Surviving Spouse

a. What is a trust?

- A trust is a fiduciary relationship in which one party, known as the grantor, gives another party, the trustee, the legal right to hold and manage title to property or assets for the benefit of a third party, the beneficiary.
- In the context of estate planning, this arrangement serves as a private legal instrument that dictates the precise timing and conditions of asset distribution.
- By separating legal ownership from beneficial enjoyment, a trust allows for the seamless transfer of wealth, protection of assets from creditors, and the mitigation of tax liabilities—all while bypassing the public and often protracted probate process **and, most importantly, subject to a precise set of rules.**
- A trust allows the grantor to specify how the assets are to be used by the beneficiary (e.g. life tenant) and, importantly, the manner in which remaining assets will be succeeded to by the successor recipients (e.g. the remaindermen).
- In a second marriage with a blended family, a trust becomes an important tool to ensure the care and keeping of a surviving spouse in a specified

lifestyle, while also ensuring that the ultimate remaining assets of the trust will benefit the grantor's intended remaindermen.

- The trust mechanism, by separating control and discretionary powers from the beneficial interests that would otherwise be held by an owner, ensures that the wishes of the grantor as to the ultimate beneficiary is protected.

b. Estate Taxes and the Use of Credit Shelter Trust/Qualified Terminable Interest Trust (QTIP)

- The federal estate tax exemption is currently \$15.0 million dollars. Each spouse possesses this exemption. Thus, a married couple should have the ability to pass a combined \$30.0 million of wealth without the imposition of Federal estate tax.
- New Jersey has eliminated its estate tax but still imposes an Inheritance Tax. (addressed below).
- Transfers from one spouse to another (US Citizen) spouse are completely exempt from estate taxes due to the unlimited marital deduction.
- At the first spouse's death, the plan is to carve the estate up into two trusts for the benefit of the surviving spouse. The first \$15.0 million goes into a credit shelter trust and the excess goes into a QTIP trust.
 - The credit shelter trust will specify how the income and principal of the trust will be used for the spouse and, perhaps, for the surviving children of the deceased spouse.
 - This trust will not be subject to estate tax at either the death of the first deceased spouse or at the death of the surviving spouse.
 - In order for the second trust to qualify for the marital deduction for estate tax purposes and thus not expose the amount in excess of \$15.0 million to Federal estate taxes at the first spouse's death, an election to treat this trust as a QTIP Trust must be made.
 - This election requires that (i) all of the income from the trust must be paid to the surviving spouse, and (ii) the remaining amount in this trust at the subsequent death of the surviving spouse will be included in the Federal estate tax base at the surviving spouse's death.

2. Pros/Cons of Credit Shelter Trust/QTIP Trust

- Pros
 - Ensures that the surviving spouse is taken care of;
 - Protects the legacy for the surviving children of the first deceased spouse;
 - Eliminates the imposition of any Federal estate tax at the death of the first spouse;
 - Maximizes the benefit of each spouse's lifetime Federal estate tax exemption.

- Cons
 - Adds a level of complexity to the estate plan;
 - Results in the children of the deceased spouse waiting for any inheritance until the surviving spouse passes and, thus, perhaps wishing for a shorter life expectancy;
 - If the deceased spouse has young children, there may not be a good mechanism to take care of them while the surviving spouse is alive;
 - Creates competing interests between the surviving spouse and the surviving children:
 - The surviving spouse may have an interest in maximizing distributions to herself even if that reduces the value for the remaindermen;
 - Results in a misalignment between the surviving spouse's objective of maximizing current income vs. the remaindermen's interest in ensuring growth.

3. *Total Return Unitrust*

A Total Return Unitrust (TRU) is a trust structure that pays the beneficiary a fixed percentage—typically between 3% and 5%—of the trust's total fair market value, revalued annually. Unlike traditional trusts that distribute only "net income" (interest and dividends), a TRU allows the trustee to meet the distribution requirement from any combination of income, realized capital gains, or principal.

In the context of a blended family, where the surviving spouse is the current beneficiary and children from a prior marriage are the remaindermen, the TRU is often considered a superior alternative to the traditional Credit Shelter Trust or QTIP Trust for several structural and psychological reasons:

a. Eliminating the "Income vs. Growth" Conflict

In a traditional QTIP or CST, the spouse is entitled to all accounting income. This creates a natural "fiduciary friction":

- The Spouse wants the trustee to invest in high-yield, income-producing assets (bonds, high-dividend stocks) to maximize their payout.
- The Children want the trustee to invest in growth-oriented assets (equities) to preserve and increase the principal they will eventually inherit.

Because the payout in a TRU is a flat percentage of the total value, both the spouse and the children have the same goal: maximizing the total growth of the fund. If the trust grows, the spouse's payout increases and the children's remainder increases.

b. Implementation of Modern Portfolio Theory

Traditional income-only trusts often force trustees into "unnatural" investment strategies to appease the income beneficiary, potentially sacrificing long-term performance. A TRU allows the trustee to follow Modern Portfolio Theory, investing for the best total return regardless of whether that return is characterized as "income" or "growth" for accounting purposes.

c. Predictability and Stability

- For the Spouse: The TRU provides a predictable cash flow. In a low-interest-rate environment, a traditional income trust might produce very little distributable income, leaving a surviving spouse cash-poor despite the trust having millions in capital appreciation.
- For the Children: The "drain" on the principal is capped by the unitrust percentage. In a traditional trust, if a trustee has a "power to invade" principal for the spouse's health, education, maintenance, and support (HEMS), the children may worry that the principal will be depleted. A TRU often removes or reduces the need for frequent discretionary principal invasions.

4. *Outright Inheritance for Children of Deceased Spouse*

- Why force the children of the deceased spouse to wait for the surviving spouse to die to inherit?
 - Consider leaving assets to the children at the first death;
 - Perhaps a life insurance policy can be used to fund this inheritance;
 - If the children are young, a trust for their respective benefits can be established until they reach a more appropriate age;
 - Ensure all obligations under a marital settlement agreement from the prior divorce are accomplished.

D. The Marital Residence

1. *How to Ensure the Use of the Residence for the Surviving Spouse*

- If the deceased spouse is the owner of the residence and wants to ensure it goes back to his kids:
 - The residence can be placed in trust for the surviving spouse;
 - The trust can allow the surviving spouse to reside there for the remainder of her lifetime;
 - The trust can allow the spouse to direct the trustee to sell the residence and purchase a replacement residence;
 - The trust can allow the residence to be sold and give the surviving spouse regular distributions for rent or convert the trust into a QTIP or TRU.

- Considerations to Address:
 - What if the surviving spouse remarries?
 - Can a new partner move into the residence with the surviving spouse?
 - Who is responsible for paying the carrying costs of the residence and maintenance?
 - Are there circumstances in which the trust can compel the sale or transfer to the estate (i.e. failure to maintain, failure to remit payments, etc.)?
 - What if the surviving spouse can no longer live independently?
 - At what point can the children receive their interest?
- What if the spouses own the residence together?
 - Consider a tenants in common form of ownership with the surviving spouse receiving a life estate in the deceased spouse's one-half interest for the balance of her lifetime.
 - Ensures that both spouses will have a right to continue to occupy the residence and ensures that each spouse's children will enjoy the benefit of half of the value of the residence at the death of the surviving spouse.

2. *Consider Funding a Residential Trust for the Other Spouse*

- If one spouse owns the residence that the couple lives in, and that spouse becomes disabled, how do you protect the right of the other spouse to continue to reside in the residence?
- A residence retitled into a lifetime trust which would specify the rights of the non-owner spouse will allow the non-owner spouse to enjoy the use while the other spouse is disabled.
- Protects the non-owner spouse from the disabled spouse's children.

E. **Coordinate the Estate Plan to Include Non-Probate Assets**

1. *Retirement Plans and Life Insurance*

- Today, many clients have most of their assets held in retirement plans like IRAs and 401k's
- These assets do not pass under a Will – the estate plan must include coordinated beneficiary designations
- The same holds true for life insurance policies.
- Married individuals do not have the unilateral right to designate whomever they wish as beneficiary with certain ERISA-governed plans (e.g. 401k) without spousal consent.
- If the goal is to treat the retirement plan or life insurance proceeds like other assets (e.g. ensure a benefit for the spouse with the children of the

deceased spouse as remaindermen), a trust should be designated as the beneficiary

- The rules governing the manner in which IRA/401k distributions must be made to a trust are very complicated.
- A qualified trust & estate attorney should carefully draft both the trust and the specialized beneficiary designation to ensure the ability to maximize the stretch of the distributions to maximize tax deferral – this is easily messed up.
- Consider trading off certain assets for other assets.
 - IRAs and 401k's are almost always better off left to or for the benefit of a spouse.
 - Consider whether other assets can be used to satisfy a legacy to the children of the first deceased spouse.

2. *Ensure Clients Understand That Joint Accounts are not Governed by a Will*

- It is not at all uncommon for clients to work with attorneys to map out a very carefully crafted plan only to frustrate the entire purpose by titling accounts in the wrong way.
- Succession to accounts owned as joint tenants with rights of survivorship is not governed by a Will.
- Limit the use of joint accounts to only that which is necessary to run the day-to-day affairs of the couple.

F. Disability

1. *The Importance of a Disability Plan*

Blended-family conflicts often begin before death, during incapacity. A second marriage may prompt difficult questions about who should act under a power of attorney, who should make health care decisions, and who should have access to financial information. The same tensions that later appear in probate litigation can surface earlier if the documents do not clearly designate authority and if family members do not understand the plan.

- A Will does not specify what happens when one spouse is disabled.
- A Power of Attorney can be implemented to ensure the property of a disabled spouse is accessible and managed
 - Banks hate powers of attorney
 - Lawyers aren't too fond of them either
 - POAs typically provide authorization to step into the shoes of the disabled individual but they lack direction as to the use of the deceased individual's assets.
- A Revocable Living Trust, funded with the spouse's assets, allows the spouse to appoint one or more trustees to manage the incapacitated spouse's assets

- The terms of the Trust Agreement can specify how the assets are to be used to care for the other spouse and the children of the incapacitated spouse;
- The Trust Agreement can be used as a Will substitute and thus govern the assets during the disability and at death

2. *The Health Care Proxy/Advance Directive*

- To avoid disputes between the spouse and the children of a disabled spouse, a health care proxy designating who will make medical decisions should be prepared.
- Consider giving HIPAA rights to children if spouse is designated as health care agent so that they can speak to doctors.
- The spouse and the children of the disabled spouse may have very different objectives.
- Make sure that everyone knows where the documents are located.

3. *The Power of Attorney*

- Even when there is a Revocable Living Trust, a power of attorney is necessary as the trust only controls the assets in the trust.
- Certain rights cannot be exercised by the trustee of the Revocable Living Trust:
 - Rights to exercise rights as a plaintiff or defendant in a lawsuit;
 - Exercise control over retirement plans which cannot be moved into a Revocable Living Trust;
 - Power to move assets that were not in the Revocable Living Trust into the trust.
- Can an agent under a Power of Attorney initiate a divorce proceeding?

We need an estate planning model to ensure that all of the following goals are accomplished:

- protecting the lifestyle of the surviving spouse;
- ensuring the legacy for the children from the prior marriage;
- Minimizing the imposition of Federal estate tax

G. Selection of Fiduciaries

The selection of executors, trustees, and agents in blended family estate plans is fraught with potential conflicts of interest. Each fiduciary appointment must be evaluated for divided loyalties.

- Executor selection: A surviving spouse serving as executor may have interests adverse to stepchildren; a child from a prior marriage may have interests adverse to the surviving spouse.
- Trustee selection: The trustee controls distributions and investment decisions that directly affect the competing interests of income and remainder beneficiaries.
- Consider independent or corporate trustees to eliminate conflicts.
- Co-trustee arrangements can provide checks and balances but may create deadlock. If appointing co-trustees, consider appointing a Trust Protector as a “tiebreaker.”
- The scope of trustee discretion should be carefully calibrated: too much discretion invites disputes; too little may leave the trustee unable to respond to changing circumstances.
- To the greatest extent possible, consider including distribution standards that guide but do not rigidly bind the trustee.

H. Inclusion of Stepchildren

In many blended families, clients speak of stepchildren as their children for personal purposes. Yet documents often use defined terms such as “children,” “issue,” or “descendants” without clarifying whether stepchildren are included. This mismatch between family understanding and legal drafting can become a major source of conflict after death.

Even where everyone gets along during life, ambiguity becomes dangerous when money, fiduciary control, and changed family dynamics enter the picture. The surviving spouse may read the plan one way, adult children from the first marriage another, and stepchildren a third. Much of this can be avoided through precise drafting and intake questions that probe what the client actually means by family terms.

I. Wills Are Only Part of the Picture

A will is necessary, but it is not sufficient. Too many estate plans focus on the will and ignore the fact that substantial assets pass outside of probate. When those elements are not aligned, the overall plan does not function as intended. This is a recurring issue, not an outlier.

J. Trusts and Control

Trusts are often used in second marriage situations, particularly where the goal is to provide for a spouse while preserving assets for children. Whether that works depends on the details.

Who controls distributions? How much discretion is given? Is the trustee independent? These questions tend to matter more than the structure itself. Disputes over trust administration are common in this context, especially where expectations were not clearly defined.

K. Coordination with Spousal Rights

Even a well-drafted trust does not eliminate statutory spousal rights unless those rights are addressed separately. That is where coordination becomes critical. Without it, the plan may be internally consistent but externally vulnerable.

L. Old Will Pre-Dating Second Marriage

N.J.S.A. § 3B:5-15 provides protection to a spouse who married the testator after execution of the will, unless one of the statutory exceptions applies. Broadly speaking, the statute protects the later spouse where the will was signed before the marriage, and the spouse was not otherwise adequately accounted for under the statute's terms. This issue is especially important in blended families. A widowed or divorced parent may execute a will leaving everything to adult children. Years later, the parent remarries but does not revisit the estate plan. The children assume the old will still governs. The new spouse, however, may assert statutory rights.

Practical Issues That Tend to Get Overlooked

A. Commingling

This is one of the most common problems. Assets that begin as separate often lose that status over time. Not because of any deliberate decision, but because of how they are used. Once that happens, unwinding it is difficult.

B. Failure to Revisit Estate Plans

Circumstances change. Relationships change. Financial positions change. Estate plans often do not. It is not unusual to see documents that made sense at the time they were drafted but no longer reflect the parties' situation. By the time that becomes clear, the opportunity to fix it may be gone.

C. Assumptions

Many disputes come down to assumptions as to what one party believed would happen versus what the law actually provides. Those assumptions are rarely tested until there is a problem.

Adult children may believe they were promised a family home, business interest, or inheritance while a surviving spouse may believe all assets were intended for his or her unrestricted use. Stepchildren may distrust spending decisions. The surviving spouse may feel attacked or isolated. These conflicts often emerge only after death when communication is no longer possible. Attorneys should encourage candid discussions during life regarding:

- whether children receive anything at the first party's death;
- whether the surviving spouse may consume principal;
- whether inheritances must remain equal among all children;

- whether lifetime gifts are permitted; and
- who will control decisions as trustee or executor.

The Role of Counsel

The role of counsel in these cases is not just to draft documents. It is to identify where the law and the client's expectations do not align. That includes explaining how default rules operate, identifying where those rules create risk, and ensuring that different planning tools work together. In practice, the most difficult cases are not the ones involving complicated law. They are the ones where the parties relied on incomplete planning.

Conclusion

Second marriages and blended families are not inherently problematic, but they do require more deliberate planning than first marriages. New Jersey law provides the tools to address these issues. The challenge is not simply to prepare documents, but to coordinate them. When counsel approaches remarriage planning holistically with attention to prior family-law obligations, current estate-planning documents, and non-probate transfer mechanisms, the likelihood of conflict decreases substantially. The difficulty is that those tools are often used in isolation rather than in coordination. When that happens, the outcome is left to the court. When planning is done properly, it is not.

Planning for Love and Legacy: Legal Considerations in Second Marriages and Blended Families in New Jersey

By Ronald G. Lieberman

Abstract

Second marriages bring a different set of legal risks than first marriages, particularly where there are children from prior relationships. New Jersey law provides a framework for addressing property rights, support, and estate distribution, but that framework does not account for the competing expectations that often exist in blended families. As a result, outcomes frequently turn on planning or the lack of it. This article addresses how these issues arise in practice and why coordination between family law and estate planning is often critical.

Introduction

By the time parties enter a second marriage, there is usually more at stake. Assets have been accumulated. Children may already be part of the picture. Financial decisions are no longer hypothetical. And yet, in many cases, the legal structure governing the marriage remains largely unexamined. That becomes a problem later.

New Jersey law treats first and second marriages the same way. There is no separate set of rules for blended families. The statutes governing equitable distribution and inheritance apply across the board. That consistency has value, but it also creates blind spots. Those blind spots tend to show up at when a marriage ends or when one spouse dies.

The Default Rules—and Where They Fall Short

A. Spousal Rights at Death

New Jersey's elective share statute exists to prevent a surviving spouse from being disinherited. That principle is well established. See In re Estate of Shinn, 394 N.J. Super. 55, 67-69 (App. Div. 2007). In a blended family, however, the result is not always what the parties expected. It is not unusual to see a decedent attempt to leave assets to children from a prior relationship, only to have those plans altered by operation of the elective share. From a statutory standpoint, that outcome is not surprising. From a practical standpoint, it often is.

The issue is not that the law is unclear. It is that the consequences are not always fully considered in advance.

B. Intestacy and Non-Probate Assets

Even where a will exists, it does not control everything. A significant portion of assets such as retirement accounts, life insurance, and jointly titled property passes outside the will entirely. That disconnect causes problems.

In practice, estate plans are often drafted without full coordination of beneficiary designations or even knowledge of them. The result can be a distribution scheme that looks coherent on paper but operates very differently in reality. Where no will exists, the intestacy statute fills the gap. That rarely produces a result tailored to a blended family.

C. Equitable Distribution

On the divorce side, the issue is less about death and more about classification. New Jersey follows an equitable distribution framework under N.J.S.A. 2A:34-23.1. Assets acquired during the marriage are generally subject to distribution, but the treatment of premarital assets depends heavily on how they were handled during the marriage. That is where things tend to break down.

Commingling happens. Accounts are used jointly. Property is improved or maintained with marital funds. Over time, the distinction between separate and marital property becomes harder to draw. The Appellate Division has made clear that intent and conduct matter. See Weiss v. Weiss, 226 N.J. Super. 281, 286-287 (App. Div. 1988). But intent is often reconstructed after the fact, which is not ideal.

The Reality of Blended Family Disputes

Blended family cases tend to follow a familiar pattern. A surviving spouse asserts statutory rights. Children assert expectations. The court is left to sort out competing claims with limited guidance from the documents in place.

The same dynamic appears in divorce cases. One party assumes certain assets are protected. The other challenges that assumption. The outcome depends on how those assets were treated over time, not how they were originally characterized. None of this is unusual. What is unusual is how often the conflict could have been avoided.

Premarital Agreements—Useful, But Not Complete

A. Enforceability

Premarital agreements are enforceable in New Jersey if they meet statutory requirements, including disclosure and voluntariness. See Rogers v. Gordon, 404 N.J. Super. 213, 219-220 (App. Div. 2008). Courts will enforce these agreements when they are properly drafted. That part is relatively straightforward.

B. What They Actually Accomplish

In a second marriage, a premarital agreement can define how assets will be treated in the event of divorce and, in some cases, address spousal rights at death. More importantly, it removes uncertainty. Without an agreement, disputes tend to revolve around what the parties intended. With an agreement, that issue is largely resolved before it becomes contested.

C. What They Do Not Do

A premarital agreement does not control everything. It does not override beneficiary designations. It does not function as an estate plan. It does not eliminate the need for coordination with other legal instruments. In practice, problems arise when parties treat it as a complete solution. It is not.

Estate Planning—Where Most of the Work Happens

A. Wills Are Only Part of the Picture

A will is necessary, but it is not sufficient. Too many estate plans focus on the will and ignore the fact that substantial assets pass outside of probate. When those elements are not aligned, the overall plan does not function as intended. This is a recurring issue, not an outlier.

B. Trusts and Control

Trusts are often used in second marriage situations, particularly where the goal is to provide for a spouse while preserving assets for children. Whether that works depends on the details.

Who controls distributions? How much discretion is given? Is the trustee independent? These questions tend to matter more than the structure itself. Disputes over trust administration are common in this context, especially where expectations were not clearly defined.

C. Coordination with Spousal Rights

Even a well-drafted trust does not eliminate statutory spousal rights unless those rights are addressed separately. That is where coordination becomes critical. Without it, the plan may be internally consistent but externally vulnerable.

Practical Issues That Tend to Get Overlooked

A. Commingling

This is one of the most common problems. Assets that begin as separate often lose that status over time. Not because of any deliberate decision, but because of how they are used. Once that happens, unwinding it is difficult.

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Circumstances change. Relationships change. Financial positions change. Estate plans often do not. It is not unusual to see documents that made sense at the time they were drafted but no longer reflect the parties' situation. By the time that becomes clear, the opportunity to fix it may be gone.

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Many disputes come down to assumptions as to what one party believed would happen versus what the law actually provides. Those assumptions are rarely tested until there is a problem.

The Role of Counsel

The role of counsel in these cases is not just to draft documents. It is to identify where the law and the client's expectations do not align. That includes explaining how default rules operate, identifying where those rules create risk, and ensuring that different planning tools work together. In practice, the most difficult cases are not the ones involving complicated law. They are the ones where the parties relied on incomplete planning.

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Second marriages and blended families are not inherently problematic, but they do require more deliberate planning than first marriages. New Jersey law provides the tools to address these issues. The difficulty is that those tools are often used in isolation rather than in coordination. When that happens, the outcome is left to the court. When planning is done properly, it is not.

2026 NJSBA Virtual Spring Conference

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CHAPTER 21

The Instagram Account

As darkness descends over the worst day of my life, Kayla, Rachel, Carrie, and I sit on my backyard patio eating pizza, drinking lemonade, and debating whether or not David is really the two-timing, backstabbing, scum-sucking slimeball I think he is. My friend Stef from swim team drops by as we dig into our second pie. Eating is a great coping mechanism, and I'm about to start my third slice.

"You're all over Snapchat and Instagram," Stef blurts out, dropping into a chair.

I tear off a string of gooey mozzarella that's hanging off the edge of my plate and give her my best *no kidding* look. "I'm sure the entire world is talking about me right now."

"No," Stef corrects. "They're not *talking* about you, they're *looking* at you. Your picture—the one that got you arrested—is everywhere."

"What?"

"You're lucky you were wearing such a cute bra and panty set," she remarks. "How embarrassing would it be if you were caught in plain white granny briefs or something hideous?"

I didn't think there was a part of me left that was capable of being more shocked, but Stef just found it. "Are you kidding? That picture's on Instagram?"

Stef nods. "It's gone viral. I just never thought of you as the type to wear lacey see-through bras. Is that Victoria's

Secret?”

Oh my God! “Can you see my nipples?”

Stef nods again as she grabs a slice. “Plain as day. Is that part of their Secret Angels collection?”

Rachel holds up her iPhone, ready to investigate. “Where should I start?”

Stef shifts uncomfortably in her seat, her eyes darting between Rachel and me. “Someone also made up a finsta in Blair’s name.”

Rachel’s fingertips dance across her screen until she brings up the fake Instagram. We know the moment she’s found it because her jawline slacks and eyelids flutter. “*Oh boy,*” she murmurs.

I lunge across the table and snatch her phone. She, Kayla, and Carrie huddle over my shoulder as I survey the damage.

The name on the finsta is *Blair Evans—Freak of the Century*. The handle is *@BlairTheMare*. My profile photo is the infamous one David took, and beneath it the Bio reads: *Interested in: Boyfriend Snatching; Sex: Never—don’t know how & would be terrible if I tried; Race: Rodent; Address: Cell Block 6; For Inquiries: ExtremeLoser@ClassC.net*. There are also several close-up shots of horse faces with reddish- tan and brown manes captioned *Blair the Mare*, along with photos of large gray rats captioned *From Boca Raton*.

And my comments are filled with vicious phrases and what appear to be porno links. I really don’t want to read them, but can’t seem to stop myself:

Change the Bio to: Interested in Anything Losers Do! Favorite Activity is crashing parties where I don’t belong.

Passions include picking my nose, twirling it in my frizzy mane, and stealing boyfriends.

I can’t force myself to read anymore because the pizza

slices in my stomach have congealed into a solid, indigestible ball. How many knock down blows can I handle in one day? I feel so sick I want to vomit, and the overwhelming urge to run again overtakes me. I drop Rachel's phone on top of the pizza box and dash inside my house. My friends all race after me, but I lock myself in the bathroom with Snowy, who clings to my side.

Through the door I hear Rachel shout, "Mrs. Evans! We have an emergency!"

I listen as she and Stef explain what happened, and my mother makes a terrible gasping sound. I decide that I might as well do something useful while I'm in the bathroom, so I turn on the shower. I never had the chance to clean up after my fourteen-mile excursion.

As I peel back the shower curtain, there's pounding on the door and my mother yells, "Blair, honey, you need to come out and talk about this. We'll all help you get through this together. You're not alone. We all love you, and we'll help you deal with this. Please come out!"

I step under the hard spray and wish I could stay here forever. The powerful hot streams are tranquilizing, slicing the hard edges off my rage and humiliation. As they wash over me, they block out the entire world. I don't want to see anyone, talk to anyone, or listen to anyone. What is there to say? My life is over. Ruined beyond repair.

When the pounding on the bathroom door intensifies, I realize that my dad must've come home. I can feel the tub floor shake under my feet.

"Blair, you've got two seconds or I'm kicking in the door!" he hollers over the water. "One, t—"

I pull back the curtain and yell, "Can't I take a shower in peace?"

I keep my head out of the water so I don't miss his

response, but I hear my mom ask, “Do you really think she’s taking a shower?”

My father answers, “I don’t know, but if she doesn’t come out in the next three minutes, I’m going in.”

I finish in two. The last thing I need is my dad joining me in the shower.

As soon as the water stops my mother shouts, “Blair! Are you okay?”

“Yes, I’m wonderful!” I bellow, wrapping myself in an extra-large bath sheet in case my dad doesn’t wait for minute three.

My sarcastic reply must have satisfied them that I’m okay because it grows quiet. I inch open the bathroom door and poke my head out to discover nobody’s there. I tiptoe down the hall and sneak a peek around the corner into the dining room. My dad has his laptop set up on the long cherrywood table, and my mom and friends are crowded around him. By the way they’re all grimacing, they must be viewing the malicious Instagram posts.

Anger flashes across my mother’s eyes as she says, “Tell me how some sicko can put up all this vicious stuff and get away with it, and Blair gets arrested for doing nothing? It’s not quite fair, is it?”

My father is seething too. I can tell by the way he’s scrunching his face and gritting his teeth that he’s barely holding it together. “Any idea who did this?” he asks.

My band of friends eye each other uneasily, but Rachel speaks up. “We all know. There’s this one girl whose queen of the school—literally—and she hates Blair. David used to be her boyfriend. She’s always been mean to Blair, and this is definitely something she would do...especially now.”

My dad exhales deeply as he turns to face my friends. “Any way to prove that? I have no idea how this Instagram

thing works.”

Kayla, our computer guru, shakes her head. “I doubt it. Anyone can create an Instagram account anytime, anywhere.” She pauses a moment, then adds, “Unless maybe you could somehow track their IP address.”

My mom cuts in, “How would we do that?”

Kayla shrugs. “I don’t know. I guess you’d ask the Instagram people or go to the police.”

My dad rubs his temples and says, “I started and ended the day meeting with a prosecutor, but I guess I’m not done. Excuse me, ladies.”

As he rises with his laptop, I scoot back down the hall to my bedroom to get dressed, Snowy tagging at my heels.

It doesn’t take too long before my mother is banging on the door to my room. “Honey, are you all right?”

“Yeah!” I wail. “I’m having the best day ever!”

FELICIA FARBER

FAKE
OUT



FAKE OUT

FELICIA FARBER



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CHAPTER 50

My eyes bulge at Kayla and I'm speechless.

Did she just say she believes David?

I blink rapidly, the rest of my body frozen with disbelief. When I can finally muster up enough breath to speak I say, "You believe his lies? After seeing that video?"

Rachel is in the car behind us at the Burger King drive-thru but she called me so she's now on the car's speaker system. She also says to Kayla, "How could you possibly believe him?"

Kayla takes her change from the cashier and rests her lunch on her lap, the aroma of her grilled burger and fries filling the car's interior. She rolls my car forward so Rachel can get her food and pay, then gazes over at me. "Frankie's been texting me while you've been talking to David. Apparently, David sent him the video and he doesn't think it's real either."

"Well, that's not exactly a surprise. Frankie's his best friend."

"Of course," Rachel agrees over the car speakers. "He's covering for him."

Kayla shakes her head. "That's not why. It's because when Frankie was trying to figure out how to help David with those drug and alcohol pictures he did a whole bunch of research and he learned about deepfakes. That's what he thinks happened with this video. And those pictures."

I furrow my forehead and wrinkle my nose. "What are deepfakes?"

David taps the passenger window. "Hello? Are you going to talk to me?"

I hold up an index finger for him to wait. "What are deepfakes?"

I ask again.

Kayla's answer is to hit a button on her burner phone. She puts the call on "speaker" and it gets picked up on the first ring. The deep male voice on the other end is Frankie's.

"Hey, Kay, what's up?"

"I'm glad I got you."

"In another two minutes you wouldn't. I'm on the way to my Computer Science class." That explains the loud chatter and echoing noises in the background, although it sounds more like he's in a stadium than a school.

"Listen, I'm here with Blair and Rachel and I need you to tell us exactly what deepfakes are. We're in Blair's car and David is outside trying to convince her that it's not him in the end of that video and she doesn't believe him."

"Hi, Blair," he says.

"Hi," I mutter. "What are deepfakes?"

He blows out a long breath before speaking. "Look, I know this video sucks . . . it really does . . . but I think David is telling the truth. From my research I learned that videos can be manipulated even worse than pictures. There's all this really sophisticated software out there that uses artificial intelligence to create real-looking and real-sounding videos of people. You can make someone say things they never said or do things they never did and it's so hard to tell whether the videos are real that they're called deepfakes."

I take a couple of seconds to absorb all this. "So Frankie, you're saying someone could've used software to create that video?"

"That's crazy!" Rachel exclaims.

"It *is* crazy," Frankie says, "but it's our new reality. Anyone sitting at home can get their hands on deepfake software and create whatever they want. If they upload someone else's voice, the software uses machine learning tools to mimic that voice, so they put in whatever words they want a person to say and those same words come out of that person's mouth sounding just like them."

And you can switch body parts around, like putting a different head on someone—pardon the pun—or a different body. You could have them hold something in their hands, do an activity, or put them in another location and the software makes it all look real.”

I release a conflicted sigh and squint at Kayla. I don’t know what to think. Is Frankie just covering for his best friend? Or could David really have been the victim of deepfakes?

Silence hangs over us in the warm car air until Frankie pierces it. “Blair, I’m not saying what David did with Krystal was okay. I mean, I think she’s rotten to the core and I don’t know why he went out with her in the first place, but he swears that he didn’t say those things at the end of the video and that his dick wasn’t out of his shorts. I’m saying there’s a totally plausible explanation for that.”

Kayla bobs her head in agreement. “Especially after what happened with those pictures at the pool party. Someone started screwing around with David by manipulating those photos and now they’ve gotten more advanced and are screwing him over with this video.”

“Exactly,” Frankie adds. “Photoshopped pictures are called cheapfakes because they’re simple and easy to do. You don’t need any special software. But the technology for deepfakes is way more sophisticated. You need deep machine learning and generative AI. Whoever started with the pictures decided to go after David at a whole other level with this video.”

What Kayla and Frankie are telling me seems to make sense, but my brain is whirling like an eddy from information overload. How am I supposed to figure out whether the video is a deepfake or real?

I spin toward the window to study David’s face. He has this pained, pleading gaze that slashes right through the glass and into my soul.

But I still don’t know what to believe.

2026 NJSBA Virtual Spring Conference

THE RIGHT STUFF: SCALING YOUR FIRM WITH VIRTUAL TEAMS AND AI

Speakers:

Lauren Anselowitz, Esq.

Harlan York & Associates, Newark

Ana Raquel Reis, Esq.

Ana Raquel Reis-Attorney at Law, Leonardo

Erdal Turnacioglu, Esq.

Erdal Employment Law, LLC, Verona

The Right Stuff: Scaling Your Firm with Virtual Teams and AI



**Annual Virtual Spring Conference |
April 23, 2026**

Why Hiring Feels Risky



- Hiring affects your bottom line.
- Not hiring can cost you more in missed opportunities.
- Balancing cost, risk, and growth is key.

Case Study: Hiring an Office Manager



- Before: Overwhelmed attorney juggling admin and legal work.
- After: Increased profitability, reduced stress, better client service.
- A well-timed hire unlocks growth.

Signals It's Time to Hire



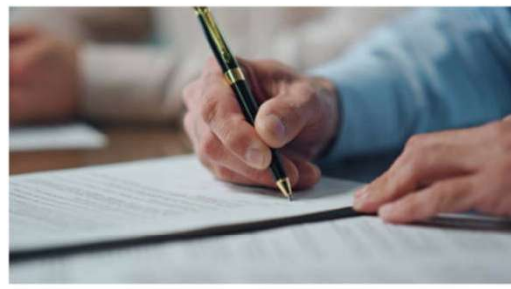
- Red: Missed deadlines.
- Yellow: Admin overload.
- Green: Growth bottlenecks.

Who to Hire First?



<u>Role</u>	<u> Avg Cost</u>	<u> ROI Estimate</u>	<u> Value Added.</u>
• Admin	\$22-28/hr	Medium	Free up time
• Paralegal	\$35-45/hr	High	Legal support
• Office Mgr	\$55-70/hr	High	Streamline ops
• Virtual Asst	\$18-30/hr	Medium	Scalable support

Metrics for Hiring in 2026



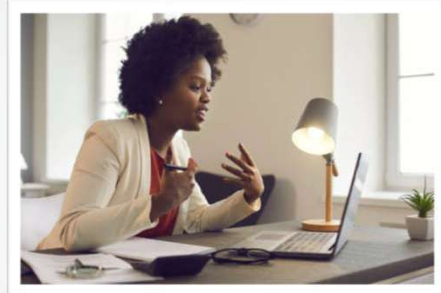
- Utilization Rate: If you are billing 85%+ of available hours, you needed help yesterday.
- Revenue Per Attorney: Target \$250K-\$350K before adding headcount; hire when you can sustain it.
- Non-Billable Time: Spending 40%+ on admin? That is your hiring signal.
- Lead Response Time: Inquiries going unanswered beyond 24 hours means revenue walking out the door.

Virtual Services for Small Firms



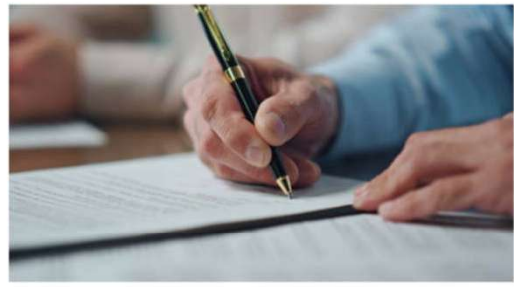
- Receptionist: Never miss a call.
- Intake: Streamline onboarding.
- Paralegal: Expand legal bandwidth.
- Marketing: Consistent client flow.

Collaborating with Virtual Teams



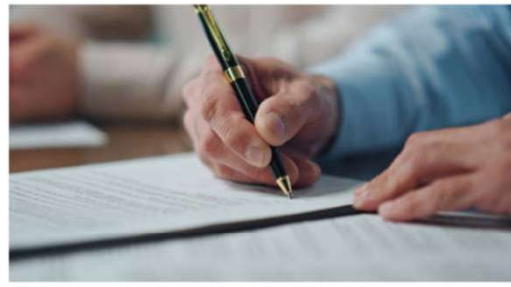
- Use systems like Zoom, Slack, and project tools.
- Set clear expectations and check-ins.
- Create SOPs for repeatable success.

AI Tools in Practice



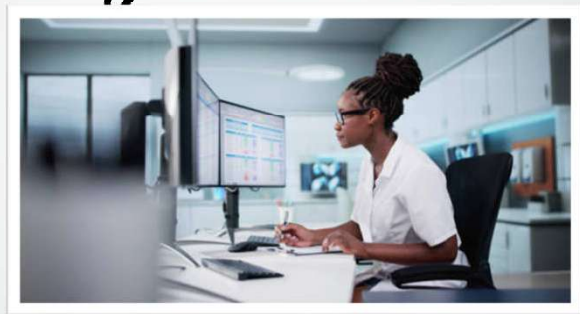
- Drafting & Editing: AI writes first drafts of letters, motions, and agreements in minutes.
- Legal Research: Rapid case law surveys and issue-spotting across jurisdictions.
- Client Intake: AI screens inquiries, flags conflicts, and routes qualified leads automatically.
- Admin Automation: Scheduling, follow-ups, and billing reminders run without you.

AI-Powered Client Intake



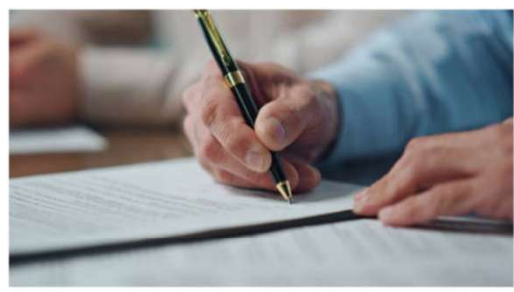
- Step 1 - Capture: Inquiry lands via web form, chat widget, or missed-call text at any hour.
- Step 2 - Screen: AI asks qualifying questions, flags conflicts, and scores fit automatically.
- Step 3 - Route: Qualified leads get a consult booking link; unqualified get a referral response.
- Result: You only touch leads that are ready to hire — no more time lost on wrong-fit calls.

Automate, Streamline or Delegate



- Automate: Intake forms, calendaring
- Streamline: Onboarding, client comms
- Delegate: Admin, billing, marketing

The Profitability Math



- A VA at \$25/hr recaptures 10 hrs/week of your time. At a \$350 billing rate, that is \$175K/year unlocked.
- AI tools cost \$50-200/month and can replace 5-10 hrs/week of admin and drafting work.
- Every dollar spent on support staff should return \$3-5 in freed-up billable time.
- The question is not whether you can afford to hire — it is whether you can afford not to.

Wrap-Up



- Key Takeaways: Hire smart. Use tech. Scale with support.
- What's your next move?

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The Right Stuff: Hiring Staff to Ensure Firm Growth and Success



Scaling Solo and Small
Firms with Confidence

Why Hiring Feels Risky



- Hiring affects your bottom line.
- Not hiring can cost you more in missed opportunities.
- Balancing cost, risk, and growth is key.

Case Study: Hiring an Office Manager



- Before: Overwhelmed attorney juggling admin and legal work.
- After: Increased profitability, reduced stress, better client service.
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Signals It's Time to Hire



- Red: Missed deadlines.
- Yellow: Admin overload.
- Green: Growth bottlenecks.

Who to Hire First?



• Role	Avg Cost	ROI Estimate	Value Added
• Admin	\$20/hr	Medium	Frees up legal time
• Paralegal	\$30/hr	High	Direct legal support
• Office Mgr	\$50/hr	High	Streamlines operations
• Virtual Asst	\$25/hr	Medium	Scalable support

Virtual Services for Small Firms



- Receptionist: Never miss a call.
- Intake: Streamline onboarding.
- Paralegal: Expand legal bandwidth.
- Marketing: Consistent client flow.

Collaborating with Virtual Teams



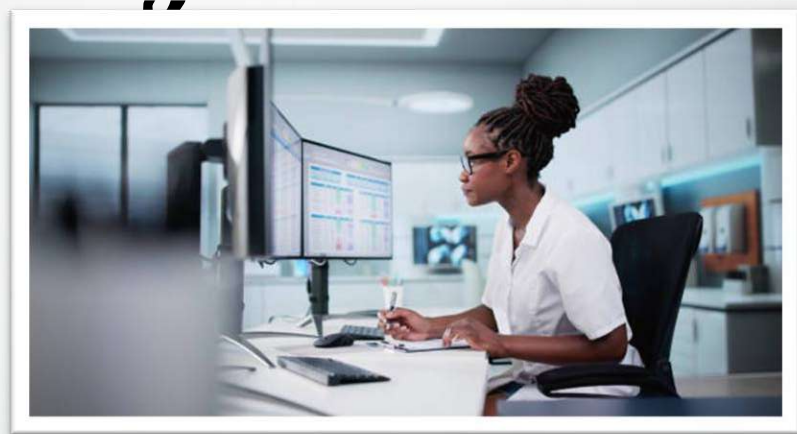
- Use systems like Zoom, Slack, and project tools.
- Set clear expectations and check-ins.
- Create SOPs for repeatable success.

AI/GAI in Practice



- Document Drafting: Save hours weekly.
- Scheduling: Seamless calendar management.
- Legal Research: Rapid first-pass review.
- Intake: Smart client screening.

Automate, Streamline or Delegate



- Automate: Intake forms, calendaring
- Streamline: Onboarding, client comms
- Delegate: Admin, billing, marketing

Wrap-Up & Resources



- Key Takeaways: Hire smart. Use tech. Scale with support.
- What's your next move?

2026 NJSBA Virtual Spring Conference

ETHICAL LESSONS FROM THE EPSTEIN MORASS

Speakers:

Peter Jay Boyer, Esq.

Vice Chair, New Jersey Disciplinary Review Board

Bonnie C. Frost, Esq.

*Einhorn, Barbarito, Frost, Botwinick, Nunn & Musmanno, P.C.,
Parsippany*

William A. Kraiss, Esq.

Porzio Bromberg & Newman, Parsippany

ETHICAL LESSONS FOR LAWYERS FROM THE EPSTEIN LEGACY

Bonnie Frost, Esq.¹
Peter Boyer, Esq.
William Kraiss, Esq.

Telling the Truth

Our legal system is based on everyone – lawyers and litigants alike – telling the truth. Litigants take oaths to tell the truth. Lawyers take oaths to tell the truth and to uphold a code of ethics that directs lawyers to show “candor toward the tribunal” (RPC 3.3), to be “truthful in statements to others” (RPC 4.1), and punishes “conduct involving dishonesty, fraud, deceit or misrepresentation.” (RPC 8.4(c)) In our profession, lying is not acceptable.

In the 2004 book, The Cheating Culture, David Callahan posited the stress of economic inequality has eroded values resulting in a culture where people cheat and lie in all areas of life: sports, business, law, academia, journalism, entertainment, and medicine. We can add on the internet as well. We are well aware of people besmirching another’s reputation by posting untrue statements about an unsuspecting friend, colleague, or enemy. Callahan points out that people view lying as a way to use the legal system to reach one’s goals.

Consider the following.

¹ Bonnie Frost is a partner with Einhorn, Barbarito, Frost, Botwinick, Nunn & Musmanno in Parsippany. Bonnie is a Certified Matrimonial Law Attorney and served 13 years on the Disciplinary Review Board (DRB), including as the Board’s Chair. Peter Boyer is a retired attorney formerly specializing in business and commercial litigation at Hyland, Levin, Shapiro. Peter serves as the current Vice-Chair of the DRB. William Kraiss is a principal with Porzio, Bromberg & Newman in Parsippany. Bill is a Certified Civil Trial Attorney representing victims of medical malpractice and serious personal injuries. He is a former chair of the District X Ethics Committee and serves as a Special Ethics Adjudicator.

Michael Cohen, President Trump's former attorney and "fixer," was caught lying to Congress about a real estate deal Trump and his company pursued while Trump was campaigning for President. Cohen infamously arranged hush-money payments to women at Trump's direction to silence them before the 2016 election. Ultimately, Cohen pled guilty to tax evasion, making false statements, and campaign finance violations – all while serving as Trump's counsel – and served jail time. Despite Cohen's eventual cooperation and show of remorse, Judge William Pauley called Cohen's conduct a "veritable smorgasbord of fraud" driven by greed.

Michael Nifong was the Durham County District Attorney who prosecuted members of the men's Duke lacrosse team after a young woman falsely accused them of sexual assault. Nifong's zeal led him to withhold exculpatory DNA evidence that would have exonerated the defendants. His conduct led to his removal from office, disbarment, and even a short time in jail.

While perhaps escaping the attention of the evening news, attorney misrepresentation draws punishment in New Jersey as well.

For example, in In re Rosenthal, 258 N.J. 516 (2024), the New Jersey Supreme Court found that, both through his silence and in affirmative statements, an attorney misled clients as to the status of their matter. Instead of responding to his clients' inquiries honestly by informing them that the trial court had dismissed their case, he either failed to respond or "obfuscated the status of their case by claiming that he was busy with other matters." This conduct violated RPC 8.4(c).

In In re Kalma, 249 N.J. 538 (2022), an attorney falsely told his client that he had timely filed a complaint and verified this claim by showing the client a contrived letter

listing the matter for a court date. When the client appeared in court on the designated date, the attorney sent him home, advising that the matter would not be reached for hours. In fact, no complaint was ever filed. The Supreme Court censured the attorney, finding in part that he violated RPC 8.4(c).

In In re Schlacter 254 N.J. 379 (2020), the respondent had, for years, misrepresented to a client that the client's wrongful termination lawsuit remained pending, the attorney was negotiating with the defendant, and the defendant had made an offer. In fact, the plaintiff's complaint had been dismissed and the claim permanently extinguished. Relying in part on RPC 8.4(c), the Supreme Court suspended the attorney for three months.

In In re Munday, 256 N.J. 89 (2023), in an attempt to stop the development of a fast food restaurant, the respondent falsely represented that objectors to the construction project were clients of his firm. The Supreme Court censured the attorney in connection with his use of the sham objectors, finding, in part, that he had violated RPC 8.4(c).

These cases illustrate that, while attorney dishonesty may persist, the Supreme Court shows little tolerance for such behavior.

Jeffrey Epstein

The sordid tales of Jeffrey Epstein have dominated news cycles for years. On the surface, there seems to be little connection between Epstein's abhorrent behavior and attorney misconduct. But like so many others in his orbit, lawyers who have represented, prosecuted, or simply befriended Epstein have compromised their integrity (or worse) and sought desperately to explain their own misconduct.

Epstein grew up in Brooklyn. His father worked for the city parks department. He had an aptitude for mathematics. Even though he did not graduate college, Epstein was hired by the prestigious Dalton School to teach physics and math. While there, Epstein began tutoring the son of Bear Stearns chairman, Ace Greenberg.

Following his time at Dalton, Bear Stearns hired Epstein. However, in 1981, Epstein abruptly left because he was discovered executing “illegal” operations. Epstein denied he was dismissed, telling others that instead he wanted to work for himself. He then started his own financial investment advisory firm, J. Epstein & Co.

Epstein’s Financial Dealings

Epstein became a member of various commissions and councils, including the Trilateral Commission, the Council on Foreign Relations, the New York Academy of Sciences, and the Institute of International Education. People were taken in by Epstein’s wealth and charisma and justified their relationships with him and eventually Ghislaine Maxwell.

In the 80s, 90s and early 00s, Epstein seemed always to be involved with something nefarious, yet he was always able to avoid the consequences of the legal system. While at Bear Stearns in 1981, for example, Epstein was part of an SEC investigation of insider trading and was charged with a “Reg D” violation for loaning money to a friend to buy stock. He also submitted an expense voucher for an airline ticket for someone other than himself. His “carelessness” resulted in a \$2,500 fine, while his deposition testimony before the SEC was elusive and riddled with, “I do not recall.”

By the time Epstein crossed paths with Leslie Wexner in 1986, Wexner was a billionaire overseeing a retail empire that included The Limited, Victoria’s Secret,

and Bath & Body Works. Wexner introduced Epstein to movers and shakers in the world of finance. In turn, Epstein cultivated wealthy and influential clients who included him in their circles. Epstein became Wexner's "do everything guy." He was ruthless and "got the job done." Later, Wexner would give Epstein power of attorney over all his private trusts and foundations.

In 1987, Epstein established a close association with Steven Hoffenberg. Epstein was a consultant with Hoffenberg's Towers Financial, which was a bill collection agency. Hoffenberg has said that he hired Epstein to help commit a billion dollars' worth of financial fraud. "He was my best friend for years. My closest friend for years," Hoffenberg told CBS News, speaking of Epstein. "We ran a team of people on Wall Street, investment people that raised these billion dollars illegally. He was my guy, my wingman."

Epstein created a scheme to "purchase" a \$500,000 bond to collateralize the purchase of Pan Am and Emery Air Freight, however, there was no collateral to support the bond. In 1991, Epstein denied engaging in such behavior, telling regulators he "could not remember" important details. Insurance regulators in Illinois sued Hoffenberg who settled the civil case. However, because Epstein was only a consultant, he skirted all blame. A commentator about this transaction said the government in the criminal case went for what they could get. Hoffenberg eventually served time.

Epstein's casual regard for the truth continued in 1998, when the US Attorney's Office sued Epstein for illegally subletting the former home of the Iranian Consul General to an attorney, Ivan Fisher, and others. While Epstein paid \$15,000/month to the state department, he charged Fisher \$20,000. A settlement was reached after the court ruled against Epstein, though that document is sealed.

By 1996, Epstein had developed a relationship with JP Morgan banker, Jess Staley. Fifteen years passed before JP Morgan's general counsel, Stephen Cutler, complained that Epstein was "not an honorable person in any way and should not be a client." Nevertheless, JP Morgan kept Epstein as a client for another two years, until 2013.

Of course, as Epstein's conduct grew more notorious, his encounters with the legal system multiplied.

Epstein's Sex Crimes

In 2005, a woman complained to the Palm Beach Police Department that her 14-year-old stepdaughter had been taken to Epstein's mansion where she was paid to strip and massage Epstein. An investigation revealed that Epstein's personal assistants were recruiting girls to provide massages, often leading to sexual activity. In July 2006, a Palm Beach County grand jury indicted Epstein for felony solicitation of prostitution. However, because the Palm Beach Police Chief and lead detective were dissatisfied with the State Attorney's handling of the case and believed the grand jury's charge was inadequate, they referred the matter to the FBI.

The FBI brought the matter to an Assistant US Attorney (AUSA) whose investigation revealed additional victims. In May 2007, the AUSA submitted to her supervisors, including United States Attorney, Alexander Acosta, a draft 60-count indictment outlining charges against Epstein and a lengthy memo summarizing the evidence and addressing legal issues related to the charges.

Rather than file the indictment, the US Attorney's Office (USAO) negotiated with Epstein's attorneys, culminating in the signing of a non-prosecution agreement (NPA) in

September 2007. The agreement required Epstein to plead guilty to the state charge of solicitation, register as a sex offender, serve an 18-month sentence in the county jail followed by 12 months of “house arrest,” and pay monetary damages to the victims. In exchange, the USAO agreed to conclude its federal investigation of Epstein and four co-conspirators. Epstein’s victims complained because they were not informed of the NPA.

The signing of the NPA, however, did not result immediately in a plea deal or Epstein serving jail time. Instead, over the next nine months, Epstein and his team of attorneys, including such notable lawyers as Roy Black, Gerald Lefourt, Alan Dershowitz, and Kenneth Starr, contested the NPA and the USAO’s jurisdiction over what Epstein argued was “a quintessentially state matter.” Only once the Department of Justice notified Epstein that it would not intervene in the matter, did Epstein sign the agreement and begin to serve his sentence.

The terms of Epstein’s “confinement” were especially revealing. First, he was not housed in state prison but in a private wing of the Palm Beach county jail. After three months, Epstein was allowed to leave the jail on “work release” for up to 12 hours a day, six days a week. His cell door was left unlocked and he had access to the attorney conference room where a TV was installed for him. The Palm Beach Sheriff’s office received \$128,000 from a foundation Epstein established before reporting to jail and then dissolved upon his release. His office was monitored by “permit deputies” who wore suits and welcomed guests at the front desk. He was permitted to use his own driver to drive him between jail and his office and other appointments. Ultimately, Epstein served 13 months of his 18-month sentence, receiving time off for “good behavior” and for revealing names of Bear Stearns employees who were part of that’s company’s collapse. As part

of his early release, Epstein was placed under “house arrest” and permitted to use his private jet to fly to New York and the US Virgin Islands. He was allowed long shopping trips and “walks” around Palm Beach for exercise. He was designated a “level three” offender (meaning he was at a high risk for reoffending) and was required to check in with the Probation Department every 90 days, though this was not enforced.

The NPA, which was sealed, effectively shut down an ongoing FBI probe into Epstein, other victims, and other powerful people who took part in Epstein’s sex crimes. One victim filed an emergency petition against the government alleging that it violated the Crime Victims’ Rights Act (CVRA) when it resolved the federal investigation without consulting the victims. Both the USAO and Epstein, who intervened, strongly opposed the petition and sought to keep confidential matters relating to the investigation, including the NPA.

The petition relating to the NPA dragged on, literally, for years. In the meantime, some, but not all, victims settled civil claims against Epstein. In 2017, President Trump nominated Acosta to be Secretary of Labor. The Senate approved this nomination with only brief questioning of Acosta’s role in the Epstein investigation.

It was not until 2018, when the Miami Herald reported on Epstein’s “deal of a lifetime,” that the Epstein matter captured the public’s attention and earned media scrutiny. In February 2019, the district court ruled that the government violated the CVRA by failing to advise the victims of its intention to enter into the NPA, misled victims into believing that Epstein could be federally prosecuted, and highlighted the USAO’s failure to communicate with victims while engaging in “lengthy negotiations” with Epstein’s

attorneys and assuring them that the NPA would not be “made public or filed with the court.”

In July 2019, the USAO for the Southern District of New York obtained a federal grand jury indictment against Epstein for sex trafficking and conspiracy to commit sex trafficking of minors. The indictment alleged that from 2002 until 2005, Epstein created a vast network of underage victims in both New York and Florida whom he sexually abused and exploited. The court ordered Epstein detained pending trial. While incarcerated, on August 10, 2019, Epstein hanged himself.

Some of the Lawyers Surrounding Jeffrey Epstein

Epstein was surrounded by lawyers. Some represented him; others prosecuted him; many were at least personal acquaintances; and, most recently, one of them was charged with safeguarding and disclosing files related to him. Most did not escape unscathed: many lost their jobs, some were investigated themselves, and nearly all saw their reputations tarnished. Consider the following roster of attorneys.

Alexander Acosta – (Former) US Attorney for the Southern District of Florida

In 2020, the Department of Justice Office of Public Responsibility (OPR) investigated the conduct of Alex Acosta and others in the USAO relating to the decision to enter into an NPA with Epstein and communications with the victims. The OPR only finds misconduct if an attorney intentionally or recklessly violates a clear and unambiguous standard governing the conduct at issue. While the OPR found that Acosta

did not violate a specific Departmental standard, it did find that he exercised “poor judgment.”

As to the NPA, the OPR concluded that Acosta, who had the authority to resolve the case as he deemed necessary and appropriate, correctly resisted defense efforts to have the matter returned to the state for whatever result state authorities deemed appropriate, and insisted upon a term of incarceration and sex offender registration. Acosta and his colleagues evidently were concerned about issues such as witness credibility, the impact of a trial on the victims, and the proper role of the federal government in prosecuting solicitation crimes. Accordingly, the OPR did not find that Acosta engaged in professional misconduct by resolving the federal investigation.

Nevertheless, the OPR concluded that Acosta’s decision to resolve the federal investigation through an NPA constituted “poor judgment.” The OPR faulted Acosta for resolving the federal investigation before significant investigative steps were completed and for agreeing to several unusual and problematic terms in the NPA without adequate consideration. In sum, the OPR found Acosta’s application of federalism principles too expansive, his view of the federal interest in prosecuting Epstein too narrow, and his understanding of the state system too imperfect to justify using the NPA.

As to the interaction with victims, the OPR again concluded that Acosta did not commit professional misconduct. Neither he nor his team had a clear duty under the CVRA to consult with victims before entering the NPA because the USAO resolved its investigation without a federal criminal charge. In addition, there was no evidence that the USAO failed to consult the victims as an effort to silence them.

Nonetheless, the lack of consultation was part of a series of government interactions with victims that ultimately led to public and court condemnation of the government's treatment of the victims, which reflected poorly on the Justice Department and contradicted the Department's mission to minimize the frustration and confusion that victims of a crime endure. After the NPA was signed, Acosta deferred to the State Attorney whether to notify victims about the state's plea hearing pursuant to the state's own victim's rights requirements. While not professional misconduct, the OPR concluded that Acosta exercised poor judgment by failing to confirm that the state intended to and would notify victims identified through the federal investigation about the state plea hearing. As a result, he left victims uninformed about an important proceeding that resolved the federal investigation, an investigation about which the USAO had communicated with victims for months. It also created the impression that the Department intentionally sought to silence the victims. Acosta failed to ensure that victims were made aware of a court proceeding related to their own cases.

In sum, the OPR concluded that the USAO's lack of transparency and inconsistent messages caused victims to feel confused and ill-treated, created among victims and the public the misimpression that the government had colluded with Epstein's counsel to keep the NPA secret from the victims, and undercut public confidence in the legitimacy of the resulting agreement. The end result of Acosta's conduct, according to the OPR, left victims feeling ignored and frustrated and resulted in extensive public criticism.

In 2019, Acosta resigned as Secretary of Labor, though he denied any connection between the widespread criticism he faced and his resignation.

Acosta Discussion

1. Did he violate any RPCs?
2. Was the offer of a plea deal to Epstein appropriate?
3. Did he satisfy his duty owed to the victims?

Alan Dershowitz – Epstein Criminal Defense Attorney

Dershowitz, the famed retired Harvard Law Professor, was part of the legal team Epstein retained to negotiate the 2007 plea deal. In addition, to negotiating the favorable plea deal, Dershowitz continued to represent Epstein with respect to the terms of Epstein's incarceration. Dershowitz also represented Epstein in the civil matters that followed.

The Miami Herald reported, based on released emails, that Dershowitz mixed business and pleasure with federal prosecutors. For example, following an evening out at a local dining establishment with one of the federal prosecutors, Dershowitz confirmed by email their agreement that if the county sheriff were to recommend Epstein for a work release program, the USAO would not interfere with that decision, even though it ran counter to the terms of the NPA.

While Dershowitz acknowledged that Epstein "despised" him following the plea deal, Dershowitz continued to describe Epstein as a client, and occasionally as a friend, insisting that Epstein had been "unfairly maligned." Dershowitz reportedly referred to Epstein as "one of his close friends" and asserted that "Jeffrey is a good person who does many good things."

When later asked about those comments, Dershowitz pointed to his role as Epstein's attorney. "I was his lawyer," he wrote in an email. "It was my legal duty to advocate for him."

In fact, while Dershowitz claims that he had no "social contact" with Epstein, he was still serving as his legal counsel, and they had spoken "a couple of times about legal issues." "You never stop being a person's lawyer," he said.

Dershowitz Discussion

1. Is Dershowitz right that "you never stop being a person's lawyer," or could Dershowitz have terminated his attorney-client relationship with Epstein?
2. Did Dershowitz owe any duty to the victims when negotiating the plea deal?
3. Was it appropriate for Dershowitz to mix business and pleasure with the federal prosecutor regarding the terms of Epstein's incarceration?

Brad Karp – (Former) Chair of Paul Weiss

Brad Karp, the long-time chairman of Paul Weiss, reportedly had a close personal relationship with Epstein that lasted years. Karp and his family enjoyed dinners and Woody Allen movie screenings at Epstein's mansion. In fact, Karp enlisted Epstein to help secure a job for Karp's son. In addition, emails show that Epstein asked the Republican strategist, Steve Bannon, to help Karp become a member of the exclusive Augusta National Golf Club.

Meanwhile, Leon Black was the co-founder of Apollo Global Management and a major client of Paul Weiss. Black retained Paul Weiss, and specifically Karp, to negotiate fee disputes with Jeffrey Epstein. While representing Black, even though Epstein was not a formal client of the firm, Karp offered Epstein legal advice regarding various matters, including Epstein's previous plea deal.

Once the extent of these dual relationships came to light, Paul Weiss officially stated, "The firm was adverse to Epstein, and at no point did Paul, Weiss or Brad Karp ever represent him."

After the extent of Karp's personal relationship with Epstein came to light, Karp resigned as Paul Weiss chairman.

Karp Discussion

1. Was Epstein in an attorney/client relationship with Paul Weiss?
2. Did Paul Weiss have a conflict of interest relative to its relationships with Leon Black and Jeffrey Epstein?
3. If there was a conflict of interest, can it be cured?

Darren Indyke – Epstein's Personal Counsel and Co-Executor of the Epstein Estate

In 1996, just five years out of law school, Darren Indyke joined an attorney he worked with at a prior firm and became employed directly by Epstein. Initially, Indyke provided corporate, transactional, and general legal advice to Epstein and his companies. Indyke provided those services first while working directly for Epstein, and later by providing services through his own law firm.

Indyke has described two sides to Epstein. One involved Epstein's generosity. Indyke and his wife were beneficiaries of this side of Epstein when Epstein provided the Indyke's with financial support to undergo infertility treatment. The other involved Epstein's criminal activity. As to this, Indyke denied knowledge of Epstein's criminal behavior, testifying recently that he did not know what Epstein did after hours or behind closed doors.

In 2008, Indyke was asked by Epstein's criminal defense lawyers to prepare a statement attesting to Epstein's generosity. At that time, Indyke claims that he was aware, through the defense attorneys, as to the nature of the charges against Epstein, but he was told that many of the charges were dubious and based on shoddy police investigation. Thus, Indyke was comfortable contributing a "character statement" on Epstein's behalf. After Epstein's guilty plea, Epstein convinced Indyke that he did not know any of the women he solicited were underage and presented as "devastated" by these events. Indyke chose to believe him, testifying that he "did not know what my client did in his private life." Indyke has also testified that his "complete lack of involvement [in Epstein's criminal activities] is a matter of record, not a single woman has ever accused me of committing sexual abuse or witnessing sexual abuse nor claimed at any time that anyone else reported to me any allegation of Epstein's abuse." Had he known of Epstein's behavior, Indyke testified. he would have severed all ties with Epstein.

Two days prior to his death, Epstein appointed Indyke and his long-time accountant, Richard Kahn, as co-executors of his estate.

In 2020, the US Virgin Islands (USVI) filed a civil enforcement action against the Epstein estate and Epstein-created entities, later amending the action to include Indyke

and Kahn as individual defendants. The USVI alleged the co-defendants conspired with Epstein in carrying out an expansive criminal enterprise through which young women and children were trafficked, raped, sexually assaulted, and held captive at Epstein's secluded private island. The USVI alleged the co-defendants used deception, fraud, and coercion to entice and lure vulnerable girls and young women into human sex trafficking with promises to help them and their families pay for school, health care, or other financial needs. Epstein, along with other associates, used property and companies in the Virgin Islands to carry out and conceal his scheme. This action was settled in December 2022 with the defendants paying the USVI \$105 million in cash plus one half of the proceeds from the sale of Epstein's private island where the alleged conduct occurred.

In 2024, Epstein victims filed a class action against Indyke and Kahn as estate representatives, alleging that they facilitated and concealed Epstein's sex trafficking operations for their own financial gain. (According to a report by a forensic accountant, Epstein and Epstein-owned entities paid Indyke \$26.7 million between 2001 and 2019.) The plaintiffs claimed that Indyke and Kahn had structured Epstein's bank accounts and cash withdrawals to give him and his associates access to large amounts of cash. Their lawsuit detailed how Indyke and Kahn created a complex financial infrastructure that used dozens of bank accounts at various banking institutions, claiming that many of those accounts were held in the name of corporate entities with no legitimate business purpose. In an attempt to protect Epstein's sex trafficking ring, the plaintiffs alleged that Indyke and Kahn helped Epstein evade banks running diligence reports on him.

Both Indyke and Kahn denied any misconduct and said they were prepared to fight the claims against them, but earlier this year they agreed to settle the claims to achieve

finality. If approved by the US District Court for the Southern District of New York, the settlement will pay between \$25 million and \$35 million, depending on the number of eligible claimants. The settlement will also permanently shield Indyke and Kahn from civil liability for claims that they facilitated the financing of Epstein's international underage sex trafficking network.

Indyke Discussion

1. Was Indyke obligated to stop working for – or at least carrying out his job the way he did – once he learned of Epstein's criminal conduct?
2. Is there anything unethical about Epstein making Indyke a co-executor of his estate? Does his death by apparent suicide two days later change your thoughts on this?
3. Is there anything unethical about the class action settlement, including shielding Indyke from future civil liability?
4. Is his deposition testimony during a congressional investigation that he knew nothing about Epstein's criminal conduct credible; did he rationalize Epstein's behavior so he could remain in a lucrative position; did he lie, was he naïve, does it matter?

Kathryn Ruemmler – (Former) Goldman Sachs Chief Legal Officer

Kathryn Ruemmler was White House Counsel during the Obama Administration, a partner at Latham & Watkins, and, in 2020, joined Goldman Sachs, where she was promoted to Chief Legal Officer and General Counsel in 2021. Among her responsibilities,

Ruemmler led Goldman Sachs' reputational risk committee where she advised clients on reputational risk.

It's reported that Ruemmler was introduced to Epstein by Reid Weingarten, a senior counsel at Steptoe. Weingarten was one of Epstein's criminal defense attorneys following his 2019 arrest.

Between July 2014 and May 2019, while Ruemmler was a partner at Latham, and long after Epstein pled guilty to procuring a child for prostitution, Ruemmler and Epstein met dozens of times. According to reports, these meetings included "lunches and dinners with celebrities, apartment hunting, and personal beauty appointments." They often exchanged emails over trivial (a sushi order) and personal (job advice) matters. Epstein showered Ruemmler with gifts, including jewelry, gift cards, and \$10,000 handbags. Ruemmler referred to him in emails as "sweetie" and "Uncle Jeffrey," and often concluded emails with "xo."

In addition, according to Justice Department documents, Ruemmler and Epstein emailed about his legal issues and how to handle media coverage over his alleged crimes. For example, in February 2019, Epstein emailed Ruemmler and Karp on his legal plans that he hoped his 2009 plea agreement would stand and that the Justice Department would keep its promises, but that they should be prepared to intervene nonetheless. Ruemmler also emailed Epstein, urging him to have his lawyers send a letter to the editor of the New York Times defending his past plea agreement.

In the meantime, France was also investigating Epstein for sex trafficking, as well as Epstein's partner in France, Jean Luc Brunel, who recruited girls for Epstein and who had incriminating photos. Epstein learned that Brunel was getting ready to cooperate

with US authorities. Epstein wrote Ruemmler telling her that Brunel was preparing to cooperate with the authorities and that a friend had asked for \$3M to buy Brunel's silence. Ruemmler replied that she would be talking to Gregory Poe, another one of Epstein's lawyers in DC, about this issue "in 20 minutes," though Poe denied the two actually spoke.

This past February, once the extent of Ruemmler's association with Epstein was revealed through the release of Justice Department files, Ruemmler resigned her position at Goldman Sachs, which paid her in excess of \$25 million in 2025. She has been asked to testify before the United States House Committee on Oversight and Government Reform in their investigation of Epstein's crimes.

When asked about her relationship with Epstein, Ruemmler said: "It was my job to engage with people and companies that had serious legal and public relations problems. Many were under criminal investigations, and many had been convicted of crimes." Ruemmler characterized their professional relationship by saying that she "did not represent him or advocate on his behalf. Epstein referred clients to me and he also informally reached out to me for advice from time to time just as he did with numerous other prominent lawyers throughout the country." Ruemmler has stated that she was involved with Epstein only because they shared a client; she was not involved with him and had no knowledge of any ongoing criminal conduct on his part.

Ruemmler Discussion

1. Were there times when Ruemmler was Epstein's lawyer even if she wasn't formally engaged? If so, when?
2. What ethical dilemmas did she place herself in?

3. Did she have a duty to reveal to Goldman Sachs her relationship with Epstein?

Pam Bondi – (Former) US Attorney General

The Bondi-led Justice Department's "on again, off again" release of the "Epstein files" has captured the country's attention and may have hastened the end of Pam Bondi's short tenure as Attorney General.

Soon after Bondi was confirmed, she told a Fox News host that "the list of Jeffrey Epstein's clients [is] sitting on my desk right now." Binders purporting to contain that list, in fact contained material that largely was already public. Bondi then insisted that the FBI provide "the full and complete Epstein files." Later, she said that she discovered a "truckload" of previously withheld material and that "everything is going to come out to the public."

By July, however, Bondi retreated. The Justice Department declined to release more Epstein material and confirmed that there was no "client list" after all. Despite the president's support for Bondi and request that everyone just "move on," Congress passed legislation to force the Justice Department to disclose its investigative files on Epstein.

At the deadline for disclosing the Epstein files, the Justice Department issued a partial release riddled with redactions. In response to a public outcry, by January 2026, the Justice Department released additional (but not all of the) Epstein documents, videos, and photos. This disclosure revealed the close relationships many famous and powerful people enjoyed with Epstein even after he pled guilty to procuring a minor for prostitution. Nevertheless, the redactions were haphazard, disclosing highly personal information

about some victims, while redacting names of some in Epstein's circle whose emails seemed to refer to sexual abuse of underage girls.

When questioned by Congress about the errand disclosures, Bondi was dismissive and combative, and she declined one Congress member's request to apologize to Epstein's victims for the Justice Department's actions. This was followed by a broadly bipartisan effort by the House Committee on Oversight and Government Reform, which subpoenaed Bondi to answer questions about the Justice Department's handling of the Epstein investigation and file release. With the subpoena pending, Trump fired Bondi.

The Justice Department now argues that the House Oversight Committee's subpoena is no longer enforceable. Members of Congress have taken the opposite view, warning that Bondi must testify or she could face Contempt of Congress charges. According to Representative Robert Garcia, the Congressional subpoena is directed "to Pam Bondi, whether she is the Attorney General or not..., and if she defies the subpoena, we will begin contempt charges in the Congress."

About the Panelists...

Lauren Anselowitz is a Partner in Harlan York & Associates in Newark, New Jersey, where she handles a variety of immigration cases with a special emphasis in detention and removal, and crimmigration issues. Her most noted accomplishments include successfully arguing multiple cases under the Convention Against Torture before the U.S. Immigration Court. Ms. Anselowitz also won oral argument before the U.S. Third Circuit Court of Appeals, one step below the U.S. Supreme Court, to vacate a deportation order for a client of the firm. In recent years, she has personally represented clients of Harlan York & Associates at Immigration Court and Service Offices in New Jersey, New York, Connecticut, Pennsylvania, Massachusetts, Virginia, North Carolina, Georgia, and Florida.

Ms. Anselowitz is admitted to practice in New Jersey and before the United States District Court for the District of New Jersey, and the Second and Third Circuit Court of Appeals. She has served as an adjunct professor of Immigration Law in the Justice Studies Department at Montclair State University and has lectured at Rutgers University School of Law, New York Law School and Seton Hall University School of Law, and before the New Jersey State and Federal Bar Associations. She previously lived in Pretoria, South Africa, and has spent time in Botswana, Zimbabwe, Zambia, Senegal, the Gambia, Ethiopia and Morocco.

A graduate of North Carolina State University and Seton Hall Law School, Ms. Anselowitz received her M.A. from the John C. Whitehead School of Diplomacy and International Relations. She also attended the American University in Cairo, Egypt, and served in the field of international criminal law at the Special Court for Sierra Leone.

Gary R. Botwinick is a Partner in Einhorn, Barbarito, Frost & Botwinick, P.C. in Denville, New Jersey. He is a Co-Managing Partner and Chair of the firm's Trusts & Estates/Taxation Practice Group, and handles tax matters, business planning, Wills, trusts and estate planning.

Admitted to practice in New Jersey and before the United States District Court for the District of New Jersey, the United States Tax Court and the United States Supreme Court, Mr. Botwinick began his career in the Internal Revenue Service's Manhattan District Counsel Office, where he tried civil cases before the United States Tax Court. He is a Fellow of the American College of Trust and Estate Counsel (ACTEC), Past President of the Estate Planning Council of Northern New Jersey and a former Board Member of the New Jersey State Bar Association Real Property, Trust and Estate Law Section. Serving as a Trustee of the Jewish Community Foundation of Metro West New Jersey, he has also been Chair of the Create a Jewish Legacy program and served on the board of the New Jersey-Israel Commission.

Mr. Botwinick served as an Adjunct Professor at Fairleigh Dickinson University, where he taught the Estate Planning component of the University's Certified Financial Planner program. He is a frequent lecturer for ICLE and his articles have appeared in the New Jersey Law Journal and other publications. He is the recipient of several honors.

Mr. Botwinick received his B.S. from the University of Florida, his J.D., with honors, from Rutgers University School of Law and his LL.M. in Taxation from New York University School of Law.

Peter J. Boyer practiced commercial litigation for 45 years before retiring from private practice in 2023. He has served as a member of the New Jersey Disciplinary Review Board since 2015, for the last three years as Vice Chair. He has previously served as a member, Vice Chair and Chair of the District IV Ethics Committee. While he was in active practice, Peter was a member of the American Law Institute and the American Bar Association's Litigation Section and Committee on Commercial and Business Litigation. Peter served as co-editor of the ABA Business Torts Committee Newsletter and authored the "Summary Judgment" section of an ABA practical treatise on Business Litigation.

A graduate of the University of Pennsylvania and Georgetown University Law Center, Peter resides in Moorestown, New Jersey.

Peter S. Cobb concentrates his practice in estate-planning, with a special interest in the legacy issues impacting artists and creatives. He graduated from the University of Pennsylvania Law School in 2004, followed by a judicial clerkship with the Hon. Lis M. Rau in Philadelphia. He recently completed his LLM in Taxation from Boston University School of Law, with a concentration in Estate Planning.

Pro bono service and volunteer work are a passion for Mr. Cobb, and he regularly volunteers with Legal Services of Northwest Jersey and the NJ Wills for Heroes program, assisting both low-income residents and first responders with life planning documents such as wills, powers of attorney, and advanced healthcare directives. He is also a member of the Pro Bono Committee for the New Jersey State Bar Association.

While Mr. Cobb's early interest lay in litigation, years of working in the creative and nonprofit industries gave him considerable practical exposure to the tax and legacy issues facing a broad spectrum of artists and entrepreneurs. That has translated into a passion for problem-solving for clients facing all manner of estate-planning questions, with an eye to helping them achieve comfort and security in their planning and decisions.

Mr. Cobb is a resident of South Orange with his wife, two dogs, and a newborn on the way. He is also a jazz saxophonist who occasionally performs in the New York metro area.

Donald C. Cofsky Certified as a Civil Trial Attorney by the Supreme Court of New Jersey, is the Managing Member of Cofsky & Zeidman, LLC in Haddonfield, New Jersey. He concentrates his practice in family formation through adoption and assisted reproduction technology (ART), and on trial work; and represents adopting parents in private, agency, international and domestic placements as well as parties in assisted reproduction matters. He has assisted more than 2,000 families in completing their adoptions.

Mr. Cofsky is admitted to practice in New Jersey and Pennsylvania; and before the United States District Court for the District of New Jersey and the Eastern, Middle and Western Districts of Pennsylvania; the Third Circuit Court of Appeals; and the United States Supreme Court. Past President of the Academy of Adoption and Assisted Reproduction Attorneys (AAAA), he is a founding member and Co-Chair of the New Jersey Academy of Adoption Attorneys (NJAAA) and a charter member of the American Academy of Assisted Reproduction Technology Attorneys (AAARTA), now part of AAAA. He is a member of the New Jersey State and Camden County Bar Associations, the American Association for Justice (AAJ), the New Jersey Association for Justice (NJAJ) and serves on the District IV Ethics Committee.

The author of "Family Formation Through Private Adoption" (New Jersey Lawyer, December 2018), Mr. Cofsky has worked with the New Jersey Administrative Office of the Courts on revisions to the court rules on adoptions and gestational carrier matters and has lectured on adoption and ART topics. In 2005 he was named an "Angel in Adoption" by the Congressional Coalition on Adoption in Washington, D.C. and he is the recipient of several other honors.

Mr. Cofsky received his B.S. in Chemical Engineering from the University of Pennsylvania and his J.D. and LL.M. in Taxation from Temple University Law School. He was Law Clerk to the Honorable Theodore O. Spaulding, Superior Court of Pennsylvania, and the Honorable Marvin R. Halbert, Court of Common Pleas, Philadelphia, Pennsylvania.

Steven Eisenstein practices with Javerbaum Wurgaft Hicks Kahn Wikstrom & Sinins, P.C. in Roseland, New Jersey, where he is a member of the firm's Business Group and concentrates his practice in environmental law and transactional matters. Appearing before planning and zoning boards throughout New Jersey, he also has significant experience in business law, including the formation of, and transactions involving, businesses from corporations through limited liability companies, and has additional experience in real estate tax appeals.

Mr. Eisenstein is admitted to practice in New Jersey and New York, and before the United States District Court for the District of New Jersey and the Southern and Eastern Districts of New York, and the Second and Third Circuit Courts of Appeal. President of the New Jersey Inn of Transactional Counsel, he is a Trustee of the New Jersey State Bar Association and Past Chair of the NJSBA Business Law Section and Internet and Computer Law Committee, as well as the Essex County Bar Association's Committee in Environmental Law. Mr. Eisenstein is Chair of the AI Committee of the Bar and the NJSBA By-Laws Committee, and a former member of the NJSBA Nominating and Pandemic Committees. He serves on the District Fee Arbitration Committee.

Mr. Eisenstein serves on the Editorial Board of the New Jersey Lawyer magazine and has written articles for the publication. He is the author of the Pro-se Guide to the New York Court System and has lectured for ICLE.

Mr. Eisenstein received his B.A., summa cum laude, from Montclair State University and his J.D., cum laude, from Brooklyn Law School, where he was a member of the Brooklyn Law Review. He was Judicial Clerk to the Honorable Henry Bramwell, United States District Court for the Eastern District of New York.

Felicia T. Farber, APM, BSEE, Farber Resolutions, LLC in Wayne, New Jersey, is a full-time arbitrator, mediator, workplace investigator and attorney in New Jersey and New York. She has more than 28 years of experience facilitating the resolution of civil, commercial and family disputes through mediation, arbitration and litigation. She serves as an arbitrator for the Financial Industry Regulatory Authority (FINRA), AAA, CPR and New Jersey courts, and is a mediator for the AAA, CPR and federal Courts as well as a New Jersey court-approved Civil Mediator and Mentor.

Admitted to practice in New Jersey and New York, Ms. Farber is a former Vice President of the New Jersey Association of Professional Mediators (NJAPM) and is Accredited as a Business/Commercial Mediator by the organization. Past Chair of the New Jersey State Bar Association's Dispute Resolution Section, she has been a member of the Association's Labor and

Employment Law Section's Executive Committee, a Trustee for the Women in the Profession Section and has served on the Supreme Court Committee on Complementary Dispute Resolution and its Arbitration Advisory Committee and Advisory Committee on Mediator Standards. She has been New Jersey Chair of the American Bar Association's Women in Dispute Resolution Committee and a member of the Eastern District of NY ADR Advisory Council, the Bergen County Bar Association's Construction Law Section and the Editorial Advisory Board of the New Jersey State Bar Foundation publication Legal Eagle.

President of the Justice Marie L. Garibaldi American Inn of Court for ADR, Ms. Farber has taught conflict resolution, mediation, negotiation and ADR-related topics at William Paterson University and for ICLE, the New Jersey State and Bergen County Bar Associations, NJAPM and the New Jersey ODS. She has designed and led advanced civil mediation training courses and serves as a Mediator Mentor for New Jersey Civil Roster Applicants. She was the 2019 recipient of the James B. Boskey Award as the ADR Practitioner of the Year bestowed by the New Jersey State Bar Association as well as the 2022 recipient of the Association's Lewis J. Pepperman Distinguished Service Award.

Ms. Farber received her B.S.E.E. in Electrical/Computer Engineering from Tufts University and her J.D. from Benjamin N. Cardozo School of Law.

Bonnie C. Frost is a partner in the law firm of Einhorn, Barbarito, Frost, Botwinick, Nunn & Musmanno, PC in Parsippany, New Jersey. Ms. Frost is a Certified Matrimonial Law Attorney. She was a former Chair of the Family Law Executive Committee, former Chair of the Appellate Practice Committee, and former member of the Supreme Court Family Practice Committee. She was also a member and secretary of the District X Ethics Committee from 1991 through 2006. She served on the Disciplinary Review Board from 2006 through 2019 where she was Chair from 2013 through 2019. She served on the Morris County Fee Arbitration Committee from 2021 to 2024. She served on the Supreme Court Committee for Attorney Advertising from 2021 to 2024. She is a member of the New Jersey Chapter of American Academy of Matrimonial Lawyers (AAML) and is its Secretary.

Ms. Frost has participated in 36 published opinions on family law matters. She has co-authored or authored 7 amicus briefs on behalf of the New Jersey State Bar Association. She has orally argued before the Supreme Court in two family law cases and on behalf of the State Bar in *Mani v. Mani*, *Segal v. Lynch*, and against the Advisory Committee on Professional Ethics Opinion 735. She is Chair of the State Bar's Diversionary Committee on Professional Ethics.

Ms. Frost has received the NJICLE award for her contributions to legal education in 2011; was the 2012 Tischler award winner for lifetime contributions to family law and has received the Alfred C. Clapp award for lifetime contributions to legal education. She was one of three finalists for the 2016 NJ Law Journal's Lawyer of the Year; received the Morris County Bar Association Family Practice award in 2021; and was recognized by the NJ Law Journal for lifetime achievement in 2022.

Ms. Frost received her B.A. from Douglass College, M.Ed. and Ed.S. from Rutgers University and her J.D. from Seton Hall University School of Law

Debra E. Guston, C.A.E. is a Partner in Guston & Guston, LLP in Glen Rock, New Jersey. She concentrates her practice in family formation through adoption and assisted reproduction, and

family protection through estate planning, estate litigation administration and guardianship for elders and special needs children. She also represents non-profit organizations in formation and governance issues.

A Fellow of the American Academy of Adoption Attorneys and the American Academy of Assisted Reproductive Technology Attorneys, Ms. Guston is Past President of the Academy of Adoption and Assisted Reproduction Attorneys, has served as the Academy's Adoption Director, and is a member of the New Jersey State Bar Association's Family Law Executive Committee, for which she has served as Chair of the Adoption and Reproductive Rights Subcommittee. She has served as President of the Board of Trustees of ACLU-NJ, where she has been Chair of the Nominating Committee, and has been a member of the Legal Professional Group of the American Society for Reproductive Medicine. Ms. Guston is Past President of the Lesbian and Gay Bar Association of Greater New York, a former Regional Board member and Board Secretary of the National Gay and Lesbian Bar Association, and has been a member of the National LGBT Association's Family Law Institute. Past Chair of the NJSBA LGBT Rights Section, she has also been a member of the American, Bergen County and Passaic County Bar Associations and Women Lawyers in Bergen County. Ms. Guston has served as New Jersey local counsel for *Lambda* Legal Defense and Education Fund and worked on legislative issues involving the *New Jersey Gestational Carrier Act*, which was signed into law in 2018. She has been a member of the Legal Professional Group of the American Society of Reproductive Medicine and a volunteer advocate for RESOLVE, the National Fertility Association. She has been appointed by the New Jersey Supreme Court to the Family Practice Committee, which evaluates rule changes and other issues for referral to the high court, and has also been appointed to the Advisory Committee on Access and Fairness, and Judiciary Working Group on *Pro Bono* Assignments.

A lecturer at Rutgers School of Law, Ms. Guston is a contributing editor to West Group's *Sexual Orientation and the Law* and author of a portion of the Family Court Rules in LexisNexis's *New Jersey Court Rules Annotated 2008-2009*. She is a frequent lecturer for community and professional groups, and has been an Associate Managing Editor of the *New Jersey Lawyer*. A CCAI Angel in Adoption recipient in 2017, she is the recipient of several other honors, including ICLE's Distinguished Service Award, the E. Nathaniel Gates Award from the Cardozo School of Law, the Leading Practitioner Award bestowed by the National LGBT Bar Association and the Saul Tischler Award, the highest honor bestowed by the NJSBA Family Law Section, for her work on behalf of families and service to the Bar.

Ms. Guston received her undergraduate degree, *cum laude*, from Mount Holyoke College, her M.A. from Emerson College and her J.D. from Benjamin N. Cardozo School of Law.

Ayesha Krishnan Hamilton established the Hamilton Law Firm, P.C. in Princeton, New Jersey, and concentrates her practice in business and employment law, including commercial litigation and business transactions. She is experienced in all phases of litigation, including conducting depositions, mediations, arbitrations and trials.

Ms. Hamilton is admitted to practice in New Jersey, New York and Pennsylvania, and before the United States District Court for the District of New Jersey, the Southern and Eastern Districts of New York and the Eastern and Middle Districts of Pennsylvania. She has been a Trustee of the New Jersey State and Mercer County Bar Associations, and has served on the NJSBA Diversity Committee and Commission on Racial Equity in the Law. Past Chair of the NJSBA Solo Small Firm Section, Ms. Hamilton has been Chair of the Mercer County Bar Association's Diversity Committee, Co-Chair of the Association's Civil Practice Committee, and a member of the

Employment Law Committee of the New Jersey Association for Justice. She is a member of the National Employment Lawyers Association and the National Association of Women Business Owners. In 2020 Ms. Hamilton was appointed to serve on the State Bar's Judicial and Prosecutorial Appointments Committee (JPAC), vetting candidates for the New Jersey Governor's Office. She was named the NJSBA Solo/Small Firm Attorney for the Year in 2021.

Ms. Hamilton received her B.A. from Case Western Reserve University and her J.D. from Case Western Reserve University Law School.

Robert B. Hille Certified as a Civil Trial Attorney by the Supreme Court of New Jersey, is a Partner in Greenbaum Rowe Smith & Davis LLP in Morristown, New Jersey. He concentrates his practice in insurance and healthcare law and has litigated a number of insurance defense and coverage, healthcare, professional liability defense, fraud and abuse, and regulatory matters. He has also been involved in a number of reported decisions.

Mr. Hille is admitted to practice in New Jersey and New York; and before the United States District Court for the District of New Jersey, the District of Columbia and the Southern and Eastern Districts of New York; the Third Circuit Court of Appeals and the United States Supreme Court. Past President of the Bergen County Bar Association, he is Past President of the New Jersey State Bar Association, where he has chaired the Insurance Benefit and *Amicus* Committees, continues to serve on those committees, serves on the Task Force on Artificial Intelligence (AI) in the Law and has been a member of the Malpractice Insurance Committee and the Health and Hospital Law Section. He has been a member of the Health and Tort Law Sections of the American Bar Association as well as the New Jersey Supreme Court Civil Practice Committee.

A legal analyst on Court TV, Mr. Hille has lectured widely on insurance and healthcare law topics. His articles have appeared in the *New Jersey Law Journal* and other publications, and he is the recipient of several honors, including *Amicus Curiae* Awards from the New Jersey State Bar Association in 2023 and 2024.

Mr. Hille received his B.A. from Bucknell University and his J.D. from Seton Hall Law School. He served a judicial clerkship with the Honorable Keven M. O'Halloran.

Thaddeus Hubert IV is a trial attorney for Goldberg Segalla who concentrates his practice defending general liability and product liability matters, including complex claims involving spinal, burn, and traumatic brain injuries, as well as multimillion-dollar wrongful death actions. He has defended hundreds of claims arising from automobile and trucking accidents and construction defects as well as malpractice claims targeting nurses, long-term care facilities, lawyers, and design professionals. In addition, he has extensive experience handling matters related to New Jersey's Economic Loss Doctrine, including applying it to dismiss multimillion-dollar claims against clients.

Mr. Hubert is certified as a civil trial attorney by the New Jersey Supreme Court, which recognizes sufficient levels of experience, education, knowledge, and skill in civil trial practice. The certification—bestowed on only three percent of attorneys practicing in the state—draws on extensive evaluations from adversaries, fellow civil trial lawyers, and judges. Clients rely on him for his proven trial abilities—but he often achieves favorable resolutions for matters long before trial, engaging in effective and creative motion practice and high-stakes settlement negotiations. A

former Appellate Division clerk, Mr. Hubert also has an impressive record of success with respect to dispositive motions and appellate practice.

Mr. Hubert received his B.A. *cum laude* from Connecticut College and his J.D. from Loyola University Chicago School of Law.

Barry E. Janay is the Principal and Owner of The Law Office of Barry E. Janay, and has established an innovative legal practice with offices in New York and New Jersey. Specializing in trust/estate planning, real estate, employment law, intellectual property, aviation and litigation, M. Janay serves as a trust advisor for high net worth families, startups, and businesses. Mr. Janay is also the founder and In-House Counsel at FCLO, where he delivers tailored legal solutions to startups and businesses. His portfolio covers notarization, contract drafting, mediation/arbitration, litigation representation, intellectual property protection, risk management, HR compliance, employment law compliance, real estate, divorce, wills, and more.

Mr. Janay received his B.A. from J.D. from Rollins College, and received another J.D. from the Golden Gate School of Law & Business School.

W. Lois Kahagi Originally from Nairobi, Kenya, W. Lois Kahagi is a 2009 graduate of Rutgers School of Law. While in law school, Ms. Kahagi who has a strong commitment to equal access to justice for all, interned at the Special Education Clinic serving students at all grade levels of public school districts. Ms. Kahagi subsequently completed a family law clerkship in Middlesex County Superior Court where she researched and gained a strong understanding of all types of family law matters including: divorce, alimony and child support, child custody, domestic violence and equitable distribution of marital assets.

A passionate advocate for families and children, Ms. Kahagi is committed to ensuring that her clients' rights are protected and effectively presented in their legal disputes. Ms. Lois-Kahagi knows the challenges of starting over in the context of the end of a relationship, the importance of finding the positive even in difficult circumstances.

Peter Katz is the founder of the Law Offices of Peter Katz in Princeton, New Jersey and New York, New York, and offers a full range of quality, effective and professional counsel and services for clients throughout the greater New York City metro and surrounding areas of New Jersey who have legal needs involving criminal defense, whistleblower claims or health care professional licensing actions.

A top-ranked trial lawyer with extensive legal experience, attorney Peter Katz established our law firm with a mission to deliver the highest level of representation possible to those in need. Since that time, we have achieved considerable success helping our clients protect their rights and interests in the face of complex legal challenges, and we promise to do all we can to help you obtain your goals and the favorable outcomes you seek efficiently and cost-effectively.

Jessica Lewis Kelly is Special Assistant to the Administrative Director of New Jersey Courts in Trenton, New Jersey, where she is involved in ongoing jury reforms as championed by the New Jersey Supreme Court and works on other statewide initiatives and special projects. She was

formerly Statewide Manager of Jury Programs and served as an attorney in the Judiciary's Civil Practice Division.

Ms. Kelly received her undergraduate degree from the University of Virginia and her J.D., with honors, from Rutgers University School of Law-Newark.

William A. Kraiss is a Principal with Porzio, Bromberg & Newman P.C., with offices in Morristown, New Jersey. He concentrates his practice in personal injury and medical malpractice, including babies injured during childbirth, orthopedic injuries, delayed diagnosis of cancer, surgical errors, traumatic brain injuries, wrongful death and injuries involving accidents, and also counsels attorneys with respect to legal ethics.

Mr. Kraiss is admitted to practice in New Jersey and New York. A Trustee of the American Board of Trial Advocates (ABOTA), he was a member of the New Jersey State Bar Association's Board of Trustees, served on the Nominating Committee, and serves on the Association's Medical Malpractice and *Amicus* Committees. Mr. Kraiss is Past President and a former Trustee of the Morris County Bar Association, Chair of the Association's Judicial and Prosecutorial Appointments Committee, Co-Chair of the Civil Practice Committee and has served as a Trustee and President of the Morris County Bar Foundation. A Fellow of the American College of Trial Lawyers, Mr. Kraiss has also been a member of the American Bar Association's ABA/TIPS Task Force of Plaintiffs Involvement and the Trial Attorneys of New Jersey, is Past Chair of the District X Ethics Committee and has been appointed by the New Jersey Supreme Court to serve as Special Master and Hearing Panel Chair on multiple occasions. He serves on the New Jersey Supreme Court's *Ad Hoc* Committee on the "NextGen" Bar Examination and has served on the Board of Bar Examiners Committee on Character.

The author of articles which have appeared in the *New Jersey Law Journal* and other publications, Mr. Kraiss has been a Consulting Editor for the *Medical Malpractice Law & Strategy Newsletter*. He has lectured for ICLE, the National Business Institute, the Morris County Bar Association and other professional organizations, and is the recipient of several honors.

Mr. Kraiss received his B.A. from the University of Notre Dame and his J.D. from Boston University School of Law, where he was the recipient of American Jurisprudence Awards in Conflicts of Law and Trial Advocacy, and was Case & Note Editor of the *American Journal of Law & Medicine*. He was Judicial Clerk to Chief Judge Sarah D. Grant, Arizona Court of Appeals.

Patrick O. Lacsina, Sr. is the principal of Patrick O. Lacsina Law Offices, LLC. He concentrates his practice on creditors' rights, commercial and residential foreclosure litigation, evictions, real estate transactions, collections, and bankruptcy litigation. Prior to starting Patrick O. Lacsina Law Offices, LLC, Mr. Lacsina represented major financial institutions as the managing attorney at one of New Jersey's largest default services law firms.

Mr. Lacsina received his B.A. from the New Jersey Institute of Technology and his J.D. from Rutgers University Newark School of Law.

Jeralyn L. Lawrence Certified as a Matrimonial Law Attorney by the Supreme Court of New Jersey, is the Managing Member and founder of Lawrence Law in Watchung, New Jersey. She practices in all areas of matrimonial and family law including divorce litigation, mediation and

arbitration, custody and parenting time issues, alimony and child support, separation and property settlement agreements, adoption and guardianship advice, domestic partnership matters under the Domestic Partnership Act, domestic violence and sexual abuse, and palimony. She is also a trained collaborative lawyer and divorce mediator, and has argued before the New Jersey Supreme Court on behalf of the New Jersey State Bar Association and the New Jersey chapter of the American Academy of Matrimonial Lawyers.

A Fellow of the American Academy of Matrimonial Lawyers (AAML), Ms. Lawrence is Past President of the Academy's New Jersey Chapter and has been certified by the AAML as a Family Law Arbitrator. She is also a volunteer attorney with the New Jersey State Bar Military Legal Assistance Program, which provides pro bono legal assistance to New Jersey residents who have served overseas or in active duty of the armed forces after September 11, 2001. Past President of the New Jersey State Bar Association, she is Past Chair of the NJSBA Family Law Section, has served as a Trustee of the New Jersey State Bar Foundation and is Past President and a Fellow of the Somerset County Bar Association. Ms. Lawrence has served on the District XIII Attorney Ethics Committee and has been a member of the New Jersey Association for Justice, the New Jersey Women Lawyers Association, the New Jersey Collaborative Law Group, the Matrimonial Lawyers Alliance, the New Jersey Association of Professional Mediators (NJAPM) and the International Academy of Collaborative Professionals. A Fellow of the American Bar Foundation, she was appointed to the Somerset County Domestic Violence Working Group as a Representative of the Somerset County Family Law Section and has also been a member of the Association of Family and Conciliation Courts and the American Bar Association. She serves on the Matrimonial Certification Committee that oversees the statewide matrimonial attorney certification process and has been an attorney volunteer at Safe+Sound Somerset.

Ms. Lawrence is a frequent lecturer at divorce and family law programs and has been a senior editor of the New Jersey Family Lawyer. She is a graduate of the National Institute of Trial Advocacy (NITA) and a member and Barrister of the Central New Jersey American Inns of Court. Ms. Lawrence is a recipient of the Young Lawyers Division Professional Achievement Award, the Carol Murphy Award bestowed by the Women's Political Caucus of New Jersey, and is a 3-time recipient of the Annual Legislative Recognition Award from the New Jersey State Bar Association. She is also the recipient of the 2008 Outstanding Woman in Somerset County from the Somerset County Commission on the Status of Women, the 2009 Kean University Distinguished Alumna award and the Saul Tischler Award from the NJSBA Family Law Section in 2023 as well as the Trial Bar Award from Trial Attorneys of New Jersey (TANJ) and a number of other honors.

Ms. Lawrence received her B.A. from Kean University and her J.D., summa cum laude, from Seton Hall University School of Law. While in law school, she was awarded the New Jersey Chapter of the American Academy of Matrimonial Lawyers' Award in addition to serving as the Student Director of the Family Law Clinic.

Joshua Lenon is the Lawyer in Residence at Clio, and an attorney admitted to the New York Bar. For over a decade, he has brought legal scholarship to the forefront of Clio, to the conversations happening both within Clio and with its customers. Mr. Lenon has worked extensively to educate lawyers on technology's capability to enhance their practice while also teaching tech companies about the unique needs of the legal system. His insights lead evolution at Clio, driving advancements that benefit law firms, their clients, and the entire legal landscape.

Mr. Lenon received his J.D. from St. Louis University School of Law.

Ronald G. Lieberman Certified as a Matrimonial Law Attorney by the Supreme Court of New Jersey and as a Board-Certified Family Trial Lawyer by the National Board of Trial Advocacy, is a Shareholder in Rigden Lieberman & Mignogna, P.A. in Marlton, New Jersey. His practice is limited to family law issues including matrimonial law, divorce, child custody, child support, parenting time, domestic violence and appellate work.

Admitted to practice in New Jersey, New York and Pennsylvania, and before the United States District Court for the District of New Jersey, the Third Circuit Court of Appeals and the United States Tax Court, Mr. Lieberman is Past President of the Camden County Bar Association, has served as Co-Chair of the Association's Family Law Committee and is Past Chair of the New Jersey State Bar Association Family Law Section. A Fellow of the American Academy of Matrimonial Lawyers (AAML), he is President-Elect of the AAML New Jersey Chapter and has also been a long-standing member of the Supreme Court's Family Law Practice Committee. He has been Chair of the NJSBA Legal Education Committee and has served on the Scholarships Committee and *Respect* Newsletter Editorial Board of the New Jersey State Bar Foundation.

A former Master of the Thomas S. Forkin Family Law American Inns of Court, Mr. Lieberman has lectured on family law topics for ICLE, the New Jersey Association for Justice, Sterling Educational Services, the National Business Institute and the New Jersey State, Burlington County and Camden County Bar Associations. He is Executive Editor of the *New Jersey Family Lawyer*, has authored articles which have appeared in the publication and has been quoted in the *Courier Post*, *U.S. News and World Report*, *The New York Times* and on CBS 3 Philadelphia. He is the recipient of the 2014 Camden County Martin Luther King, Jr., Freedom Medal and several other honors.

Mr. Lieberman received his B.A. from the University of Delaware and his J.D. from New York Law School. He was Law Clerk to the Honorable F. Lee Forrester, P.J.F.P. (Ret.).

J. Silvio Mascolo is a co-partner and founder at RAM Law and concentrates his practice on two areas: representing individuals who have been injured as a result of the negligence of others; representing victims of sexual abuse in civil claims against the culpable defendants and entities. Prior to forming RAM Law, his practice centered on representing defendants who have been sued in lawsuits through their respective insurance companies. His experience in these areas provides a unique insight and strategy for securing the best settlement and trial results for his clients today.

Mr. Mascolo has extensive trial experience, having tried dozens of jury trials to conclusion in nearly all of the 21 counties throughout New Jersey. He is certified by the New Jersey Supreme Court as a Civil Trial Attorney. A significant portion of his practice is devoted to representing adults and victims who are survivors of childhood sexual abuse. He represents dozens of survivors in lawsuits throughout New Jersey against Catholic Dioceses, public school districts, New Jersey Child Protection and Permanency and various private entities as well as representing dozens of survivors in the Boy Scouts of American Bankruptcy litigation. He serves as a select member of the victims' attorneys liaison committee which helps manages hundreds of consolidated clergy cases throughout the state. He is among the few attorneys in New Jersey who have won a number of jury trial verdicts on behalf of sexual abuse victims since New Jersey passed landmark legislation in 2019 allowing victims additional time to bring child sex abuse lawsuits.

Mr. Mascolo received his B.A. from Seton Hall University and his J.D. from the Columbus School of Law at the Catholic University of America.

Jennifer M. Mohammed is the founding member of The Law Office of Jennifer Mohammed, LLC in Flemington, New Jersey, where she advises public and private clients on business, employment and environmental law matters. She provides specialized legal services for the wellness and sustainability sectors.

Ms. Mohamed is admitted to practice in New Jersey and New York, and before the United States District Court for the District of New Jersey and the Southern and Northern Districts of New York. President Emeritus of the Princeton Bar Association, she formerly worked in the Princeton office of an AmLaw 100 firm, where she represented a primary defendant in one of the largest environmental lawsuits in the state of New Jersey. Prior to that she worked for the New York State Department of Environmental Conservation as Counsel to the Division of Solid & Hazardous Materials.

Ms. Mohamed is the author of *Silent Spring +55: The Human Right to a Clean Environment* which was published by *Environs*, the environmental law and policy journal of the University of California Davis School of Law. She has lectured domestically and internationally on attorney ethics and professionalism, environmental and climate change law, and international human rights law topics.

Ms. Mohamed received her B.A. from the State University of New York at Albany and her law degree from Albany Law School of Union University, where she served as Associate Editor of the *Albany Law Journal of Science and Technology*, participated in intra-school Moot Court competitions and was the recipient of the Gary M. Peck Award (the highest environmental law award).

Alyssa Engleberg Nunn joined Hagan, Weisberg, & Nunn, LLC in October 2009 after completing a clerkship with The Honorable Thomas L. Weisenbeck, Judge of the Superior Court of New Jersey in the Morris County Superior Court, Chancery Division, Family Part during the 2008-2009 court term. During law school at Rutgers School of Law-Newark, Ms. Nunn took part in the Child Advocacy Clinic, serving as a law guardian to minor children. Since her graduation from law school in 2008, She has focused her career in matrimonial law, including but not limited to pre-nuptial agreements, custody disputes, divorce, equitable distribution, palimony, domestic violence, appeals, and post-judgment issues.

Outside of the office, Ms. Nunn remains active within the legal and local community. She is a member of the Morris County Bar Association and New Jersey State Bar Association. She was previously a trustee within the Morris County Bar Association. Ms. Nunn has been a speaker and moderator at numerous seminars for Continuing Legal Education (CLE) credits and is currently on the Board of Trustees for Gottesman RTW Academy in Randolph, New Jersey.

Matheu D. Nunn Certified as a Matrimonial Law Attorney by the Supreme Court of New Jersey, is Co-Managing Partner of Einhorn, Barbarito, Frost, Botwinick, Nunn & Musmanno, P.C. in Denville, New Jersey, where he serves on the firm's Executive Committee, chairs the firm's Family Law Practice and General Appellate Practice, and handles litigation in a variety of fields. He has been counsel of record in numerous Appellate Division and Supreme Court matters,

including *Bisbing v. Bisbing*, *Quinn v. Quinn*, *In re J.E.V. adoption cases*, *Clark v. Clark* and *Cardali v. Cardali*.

Admitted to practice in New Jersey and before the United States District Court for the District of New Jersey, Mr. Nunn is a member of the New Jersey State and Morris County Bar Associations, and a former Trustee of the latter. He is a Fellow of the American Academy of Matrimonial Lawyers (AAML), a member of the Executive Committee of the New Jersey State Bar Association Family Law Section, a member and former Vice Chair of the NJSBA *Amicus* Committee and was a member of the NJSBA Appellate Practice Committee from 2013-2016.

Mr. Nunn has lectured on appellate practice, family law and criminal law topics, and volunteers for several community organizations. He has been nominated as "Attorney of the Year" by the *New Jersey Law Journal's* Editorial Board and is the recipient of several other honors.

Mr. Nunn received his B.A. from the University of Delaware and his J.D., with honors, from Rutgers School of Law-Camden, where he was an editor of the *Law Journal*. During law school, he worked in the legal department of ING Direct and completed externships for the Honorable Joseph A. Falcone, J.S.C., and the Morris County Prosecutor's Office. Following law school, he clerked for the Honorable B. Theodore Bozonelis, A.J.S.C. (Ret.) and for the Honorable Jack M. Sabatino, P.J.A.D.

Ana Raquel Reis founded her own firm, Ana Raquel Reis - Attorney at Law, in Leonardo, New Jersey, where she handles all aspects of immigration cases, including, but not limited to USCIS, Executive Office of Immigration Review and ERO Reporting.

Fluent in Spanish and Portuguese, Ms. Reis was formerly a paralegal for approximately 17 years for a local law firm. During that time she completed her undergraduate studies and law school courses, while working full-time and attending night classes.

Ms. Reis received her B.S. from Rutgers University and her J.D. from Rutgers Law School-Newark. Early in her work career she worked as a Clerk for the Superior Court of New Jersey, Probate Part, for more than 5 years, where she gained extensive experience in court procedures.

Kaitlyn E. Stone is a Partner in Barnes & Thornburg LLP in Morristown, New Jersey, where she defends companies in a variety of high-stakes litigation. She counsels leading health and life sciences, pharmaceutical and medical device companies in product liability and mass tort matters, with an emphasis on prescription medications, medical devices and consumer goods; and her areas of focus span multidistrict litigation (MDL), class actions and coordinated state proceedings involving thousands of plaintiffs, to single-plaintiff disputes.

Ms. Stone is a sustaining member of the Product Liability Advisory Council (PLAC) and serves on the Association's Future Leaders Steering Committee. She also serves as Secretary and Trustee for Volunteer Lawyers of Justice (VLJ), a nonprofit organization focused on ensuring access to justice for people experiencing poverty in New Jersey.

Named a New Leader of the Bar by the *New Jersey Law Journal*, Ms. Stone has lectured and published extensively on product liability, crisis management and AI issues. She is an author or co-author of publications including the chapter "United States Drug & Medical Device Litigation" in *International Cooperative Legal Guide* (4th Ed. 2023), "Lessons from Year in Crisis: Do's and

Don'ts of Crisis Management" in *IADC Defense Counsel Journal* (January 2022) and many others.

Ms. Stone received her B.A. from the University of Rhode Island and her J.D. from Seton Hall University School of Law. She served as a law clerk to the Honorable Clarkson S. Fisher, Jr., P.J.A.D., Superior Court of New Jersey, Appellate Division.

Megha R. Thakkar is the Founding Attorney of Thakkar Family Law in Piscataway, New Jersey, where she handles exclusively divorce and family law matters. She is a Past President of the Middlesex County Bar Association and a member of the New Jersey State Bar Association Family Law Executive Committee where she chairs the Diversity, Equity, and Inclusion Task Force.

Megha received the 2025 Edward Schoifet Family Law Award presented by the Middlesex County Bar Association. She also received the Martin Goldin Family Law Award in 2015, was recognized as a New Leader of the Bar in 2019, and was awarded the Rising Star Award from the Asian Pacific American Lawyers Association of New Jersey in 2024. Megha is a qualified mediator in family law matters pursuant to R. 1:40 and serves as an Early Settlement Panelist for the Middlesex and Somerset Counties.

Megha began her career as a Law Clerk to the Honorable Andrea G. Carter, J.S.C. in the Superior Court of New Jersey, Family Part, Middlesex County. She completed her undergraduate degree at New York University and then obtained her Juris Doctor from St. John's University School of Law.

G. Glennon Troublefield is a Partner in Carella, Byrne, Cecchi, Brody & Agnello, P.C. in Roseland, New Jersey, and a member of the firm's Litigation and Intellectual Property Departments. He is the First Vice President of the New Jersey State Bar Association. He focuses his practice in complex civil and corporate litigation, intellectual property matters (patents, copyrights, trademarks, trade secrets and trade dress), bankruptcy and business litigation matters. He is a registered patent attorney with extensive experience litigating patent and trademark infringement matters and representing parties in proceedings before the United States Patent and Trademark Office.

Mr. Troublefield is admitted to practice in New Jersey, New York and Pennsylvania; and before the United States Court of Appeals for the Third and Federal Circuits; and the United States Supreme Court. Chair of the Statewide Panel of the New Jersey Supreme Court's Committee on Character, he is Second Vice President of the New Jersey State Bar Association, a Trustee of the Essex County Bar Association and a former member of the New Jersey Supreme Court's Ethics Committee. He is also a member of the American and National Bar Associations, and served as Chair of the former's Tort Trial and Insurance Practice Section.

Mr. Troublefield received his B.S. in Mechanical Engineering from the University of Pittsburgh and his J.D. from Seton Hall University School of Law. He was Law Clerk to the Honorable Virginia A. Long, J.A.D., Superior Court of New Jersey, Appellate Division.

Erdal Turnacioglu is the founding member of Erdal Employment Law in Verona, New Jersey, where he concentrates his practice in employment law and focuses on providing employment

solutions to employees and businesses through litigation, review of employee handbooks, workplace investigations or training seminars.

Prior to forming his own firm in 2022, Mr. Turnacioglu was an attorney at Keenan & Doris LLC and prior to that was an associate with O'Toole Scrivo and Weber Gallagher, and also served in the Law Practice Division of the American Bar Association. He is a member of the Labor and Employment Law and Local Government Sections of the New Jersey State Bar Association as well as the Sidney Reitman Employment Law American Inn of Court.

Mr. Turnacioglu received his B.A. from Rutgers College, where he was a Director of the Senate Judiciary Committee of the Rutgers Model Congress, and his J.D. from New York Law School, where he was a participant in the Charles W. Froessel Moot Court Competition. He interned with the Honorable Joan M. Azrack, U.S.M.J., United States District Court for the Eastern District of New York.

Alan N. Walter is Counsel for Alan N. Walter, Counsel and offers legal services for innovators, start-ups and growing businesses. He helps entrepreneurs navigate the complex legal challenges of building and scaling businesses, from AI and emerging technologies to traditional ventures. His background spans startup general counsel, Big Law, Fortune 500 in-house roles and litigation, giving him the multifaceted perspective founders need to succeed.

Mr. Walter received his B.A. from Harvard University and his J.D. from the New York University School of Law.