



### **KLG EVENTS**

**Glenn Liebman, CPA/ABV** will be speaking on April 8, 2014, at the Nassau County Bar Association Women in the Law Committee luncheon at 12:30 p.m.

**Jeffrey Gibraltar, CPA/ABV/CFF, CFE** will be speaking on April 28, 2014, from 6:00 p.m. to 7:00 p.m. at the Suffolk County Bar Association, Commercial and Corporate Committee. He is speaking with Peter Theobald on the topic of Working with Forensic Financial and Computer Experts.

**Ronald Klein, CPA/ABV/CFF** will be speaking on April 29, 2014, at the Westchester County Women's Bar Mediation Committee. He is part of a panel discussing the use of valuers and financial experts in mediations.

### **MATRIMONIAL CASES OF INTEREST**

**HACKETT v. HACKETT (Appellate Division, 2nd Dep't)** - The parties executed a written settlement agreement in January 2006 whereby the defendant-wife was awarded the marital residence valued at \$465,000 and assumed the remaining \$195,000 mortgage on the property. The wife also waived any claims she would have on the husband's enhanced earnings from his CPA license. The plaintiff-husband was awarded ownership of his restaurant business valued between \$360,000 and \$385,000, however for settlement purposes, the parties agreed its value was \$325,000. Finally, to equalize the division of the assets, husband paid wife \$19,336.

In January 2008, the husband commenced action to reform the settlement alleging mutual mistake and that the unequal division of the marital assets pursuant to the settlement agreement resulted in the undervaluing the wife's assets and an additional \$100,277 was due the husband for that error. The Appellate Court found for the defendant-wife: although she was awarded title to the marital residence, in exchange, she relinquished any claims to the plaintiff's business, his enhanced earnings, and any spousal maintenance. The wife's intent in agreeing to the 2006 settlement agreement would not have occurred had she known that she would have to pay an additional \$100,277 and that she knowingly made certain concessions during settlement (as noted above). Because, the plaintiff-husband failed to show "clearly and beyond doubt" that the settlement agreement was the result of mutual, rather than a unilateral mistake his request was denied.

[\*\*LINK TO DECISION\*\*](#)

**JORDAN v. JORDAN (Appellate Division 3rd Dep't)** - Since the issuance of a court order in 2000, the defendant-husband has provided the plaintiff-wife \$1,057 biweekly for maintenance and \$3,573 biweekly for child support, totaling just over \$10,000 per month in support payments.

The plaintiff-wife commences an action 12 years later seeking to increase such support payments to \$14,000 per month. Upon review of the circumstances, the Supreme Court found that the husband had continued to pay the child support in the 2000 order despite the emancipation of three of the couple's four children. Furthermore, the court noted the husband's other family contributions to date, the respective financial conditions of both parties, and the wife's financial needs. In conclusion, the Court found that "[e]ven a cursory examination" reveals that the wife is able to meet her reasonable expenses with the amount she is currently receiving pursuant to the 2000 order and the Appellate Court affirms.

[LINK TO DECISION](#)

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