



UPCOMING EVENTS

[David Gresen, CPA/ABV/CFE, CFE](#) will be one of the presenters on Friday April 8, 2016 in New York City for the NYS Bar Association. The topic is 'The Basics of Business Valuation in Matrimonial Matters'. [Click Here to Learn More](#)

[Glenn Liebman, CPA/ABV](#) will be one of the presenters on Friday April 15, 2016 for the AAML Connecticut Chapter '2016 Complex Financial Issues Seminar' at Quinnipiac University School of Law. Mr. Liebman will be speaking with Kenneth Rubin, Esq. on the topic "Buy Sell and Shareholder Agreements Role in Valuation in Matrimonial Actions".

MATRIMONIAL CASES OF INTEREST

AHEARN v. AHEARN (App Div, 2nd Dep't)

The Appellate Court affirmed the decision of the lower court which held that the parties' Holbrook home constituted marital property and also held that plaintiff was entitled to a credit for the \$143,000 in separate property funds used for the initial purchase of said Holbrook home.

In June 1996, nine months prior to the parties' marriage, the plaintiff purchased a house in Patchogue. In December 2004, the plaintiff sold the Patchogue house and used the \$143,000 in net proceeds to fund the purchase of the Holbrook home three months later, in March 2005. The plaintiff's name was on the deed, but, at the time of trial, both parties were listed on the mortgage. The lower court properly determined that the Patchogue house constituted plaintiff's separate property and therefore, plaintiff was entitled to a separate credit equal to the proceeds used to purchase the subsequent Holbrook home.

[LINK TO DECISION](#)

ANONYMOUS v. ANONYMOUS (App Div. 1st Dep't)

The parties were married pursuant to a prenuptial agreement that contained a waiver of maintenance by both sides. Despite the provisions in the prenup, the

husband successfully moved for an order awarding him temporary spousal maintenance since the prenup did not contain the statutory language for waiving temporary maintenance.

The Appellate Court reversed the decision of the lower court and found that the prenup precluded all awards of maintenance, whether temporary or final. In the prenup, the parties acknowledged that each was "fully capable of being self-supporting," and agreed to "waive any and all claims for spousal support and/or maintenance" "both now and in the future." The Appellate Court found that the words "any and all" clearly signaled the parties' intentional waiver of both temporary and final awards of spousal maintenance.

[LINK TO DECISION](#)

F.W. v. A.W. (Supreme Court, New York County)

The plaintiff-husband owned an investment property located at 22 W. 25th Street which consisted of 16 residential and one commercial unit which generated approximately \$750,000 to \$1.0 million in gross rents per year. Defendant-wife's application for an expert to value her efforts in increasing the value of the plaintiff's 22 W. 25th Street property was subsequently denied. The court held that merely asserting that defendant's efforts increased the value of the property was insufficient if nothing else was provided to support such a claim. At most, the defendant claims she lobbied for rent laws more favorable to landowners but was unable to demonstrate specific actions/contributions that affected the actual worth of the property in question and failed to even argue that the building was marital property.

[LINK TO DECISION](#)

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