SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-0426-15T1

THERESA F. COHEN,[1]

Plaintiff-Appellant,

v.

LARRY J. COHEN,

Defendant-Respondent.

Submitted May 9, 2017 – Decided May 18, 2017

Before Judges Fisher and Ostrer.

On appeal from the Superior Court of New Jersey, Chancery Division, Family Part, Morris County, Docket No. FM-14-641-11.

Theresa Fiocca, appellant pro se.

Jeney, Jeney & O'Connor, attorneys for respondent (Robert J. Jeney, Jr., on the brief).

PER CURIAM

The parties were married in 1978, had three children, and were divorced in 2013. Incorporated into the divorce judgment was

[1] Now, Theresa Fiocca (hereafter, plaintiff).

a property settlement agreement (PSA), which required dissolution of a life insurance trust. The PSA obligated plaintiff's counsel to "take all steps necessary to dissolve the [t]rust, and the parties [agreed to] cooperate in any way necessary" to accomplish this desire. The PSA also contained the parties' "represent[ation] and agree[ment]" that they had, during their marriage, "sought and utilized the advice and services" of another attorney "regard[ing] setting up the [t]rust" and that they "mutually agree[d] to seek" that attorney's "input," if necessary, "in order to achieve the [trust's] dissolution."

For more than six months plaintiff and her attorney failed to dissolve the trust. Consequently, defendant Larry J. Cohen moved, pursuant to Rule 1:10-3, for the enforcement of his rights. On June 26, 2014, the trial court entered an order that called for the dissolution of the trust; the judge appointed an attorney to accomplish this, and the order compelled the parties to sign a retainer for that attorney's services.

Both parties moved for reconsideration of different aspects of the June 26 order. By way of a February 24, 2015 order, the judge again compelled plaintiff to sign the retainer agreement and obligated plaintiff to pay $100 for every day she failed to comply.

Plaintiff again moved for reconsideration, resulting in the entry of an order on August 11, 2015, that found plaintiff to be

in violation of litigant's rights and again compelled her execution of the retainer agreement. The judge granted other relief, including plaintiff's payment of the accrued sanctions,[2] an award of counsel fees in defendant's favor, and the continued imposition of the $100 per day sanction.

Plaintiff then filed this appeal,[3] arguing:

> I. THE ORDERS OF THE COURT OF JUNE 26, 2014, FEBRUARY 24, 2015[,] AND AUGUST 11, 2015 ORDERING THE PLAINTIFF TO REIMBURSE THE DEFENDANT $14,875.53 FOR LIFE INSURANCE PREMIUMS AND DENYING THE PLAINTIFF REIMBURSEMENT FOR CAR PAYMENTS AND CAR RENTALS ARE BASED ON PLAIN AND HARMFUL ERROR AND MUST BE REVERSED.
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> II. THE ORDERS OF FEBRUARY 24, 2015[,] AND AUGUST 11, 2015[,] IMPOSING SANCTIONS OF $100.00 PER DAY ON THE PLAINTIFF MUST BE REVERSED BECAUSE THE LOWER COURT ERRED BY BASING THE SANCTIONS ON A REWRITING OF THE PSA WITHOUT ANY CONSIDERATION AS TO THE INTENT OF PARTIES.
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> III. PARAGRAPH 9 OF THE AUGUST 11, 2015 ORDER DIRECTING THE PLAINTIFF TO PAY THE DEFENDANT'S ATTORNEY'S FEES IN THE AMOUNT OF $17,365.32 MUST BE REVERSED BECAUSE THE LOWER COURT ERRED IN FINDING THAT THE PLAINTIFF AGREED TO RETAIN THE DEFENDANT'S PERSONAL ATTORNEY IN THE PSA.

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[2] That order set that amount at $12,500. A January 26, 2016 order corrected that erroneous computation and imposed the proper amount of $13,800.

[3] After filing the appeal, plaintiff unsuccessfully moved in this court for a stay.

We find insufficient merit in these arguments to warrant further discussion in a written opinion. R. 2:11-3(e)(1)(E). We add only the following brief comments.

Although plaintiff has presented arguments about the trial court orders of June 26, 2014, February 24, 2015, and August 11, 2015, it is only the last of these that she identified in her notice of appeal. See R. 2:5-1(f)(3)(A) (requiring that a notice of appeal in civil actions "designate the judgment . . . or part thereof appealed from"); Ridge at Back Brook, LLC v. Klenert, 437 N.J. Super. 90, 97 n.3 (App. Div. 2014) (holding that, as a general matter, only those judgments or orders designated in the notice of appeal are subject to the appeal process). Notwithstanding, in exercising our discretion over such procedural matters, see N. Jersey Neuro. Assoc. v. Clarendon Nat'l Ins. Co., 401 N.J. Super. 186, 196 (App. Div. 2008), we have reviewed this matter as if the unrepresented plaintiff identified all three orders in her notice of appeal; as we have noted, we find her arguments lack merit.

The June 26, 2014 order merely carried out the parties' agreement to dissolve a trust and appointed an attorney for that purpose. The judge did not err in enforcing the PSA, which had been incorporated in the divorce judgment. Thereafter, plaintiff failed to comply with that order without adequate explanation and the judge quite properly enforced the order in ways designed to

ensure compliance; the implements of compulsion were not onerous but were reasonably designed to achieve plaintiff's compliance. We defer to the experienced family judge's exercise of discretion in this regard. See In re Adoption of N.J.A.C. 5:96, 221 N.J. 1, 17-18 (2015) (recognizing that Rule 1:10-3 "allow[s] for judicial discretion in fashioning relief to litigants when a party does not comply with a judgment or order").

Affirmed.