SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-5061-14T4

CAROLYN APPELL,

Plaintiff-Respondent,

v.

ALBERT BENCHABBAT,

Defendant-Appellant.

Submitted March 7, 2017 – Decided October 20, 2017

Before Judges Espinosa and Suter.

On appeal from Superior Court of New Jersey, Chancery Division, Family Part, Bergen County, Docket No. FM-02-0514-06.

Albert Benchabbat, appellant pro se.

Carolyn Appell, respondent pro se.

The opinion of the court was delivered by

SUTER, J.A.D.

Defendant appeals the May 29, 2015 order that denied reconsideration of an earlier order, requiring him to pay a $5000 deductible for his children's health insurance. We affirm, finding no error by the Family Court judge in denying reconsideration.

Carolyn Appell (mother) and Albert Benchabbat (father) were divorced in 2007. Their June 2007 Amended Final Judgment of Divorce (AJOD) comprehensively addressed issues involving the end of the marriage. This appeal concerns the issue of health insurance for the couple's five children.

The AJOD provided that father "shall continue to maintain the five minor children on his medical insurance coverage." Mother was required to pay "the first $250[] of unreimbursed medical expenses per child, per year." After mother paid that amount, the "unreimbursed medical expenses shall be shared proportionately between the parties, with [mother] responsible for 40% and [father] responsible for 60% of any amounts over and above the $250 per year, per child threshold."

In February 2015, the parties appeared before the Family Division judge based on father's motion to compel mother to apply in New Jersey for health insurance for the children. Mother cross-moved to require father to continue providing health insurance through United Health Care (UHC) "or another comparable carrier." She complained that father had not continued coverage for the children with UHC but obtained it through Care Connect. Because Care Connect had no contract with the State of New Jersey, she was required to take the children to New York for appointments. The judge contacted UHC by phone, and based on father's representation

that the "max out-of—pocket" on the former policy was $5000, the court obtained information that comparable coverage ranged from $1196 per month to $392 per month. The judge obtained clarification that the parent providing coverage would be billed for it.

The court ordered mother to apply for health insurance through UHC and New Jersey FamilyCare for coverage comparable to the former UHC plan with a $5000 family deductible. Father was to pay by advancing three months of premiums to mother at a time. He was ordered, consistent with the AJOD, to pay sixty percent of an outstanding medical bill.

Mother filed a motion for reconsideration. Although she purchased insurance for the children from Horizon Blue Cross/Blue Shield for $554.68 per month, father did not advance the premiums. She told the judge the prior health plan did not have a $5000 deductible and "any plan that does not have that five-thousand-dollar deductible will not be anywhere near the price that you were quoted in court." Mother requested that father pay all of the $5000 deductible. Father objected saying he had paid monies into the court.

On April 7, 2015, the court ordered that father remain obligated under the AJOD to pay through Probation the health insurance premiums for all of the emancipated children. Also,

father was responsible to pay all of the $5000 deductible within each calendar year.

On May 29, 2015, the court denied father's motion for reconsideration because he "provided no new facts which would warrant this court reviewing its prior determination." The court denied his request to require mother to pay the first $250 per child per year in unreimbursed medical expenses. The court's order stated that it had ordered the change in who provided insurance coverage "at [d]efendant's request, but also to grant [p]laintiff control over the policy so she could ensure there was health insurance in place for the children." The court's order stated that defendant was responsible under the AJOD for all of the premiums and 60% of the deductible, however, "[b]ecause the premiums under the new health insurance policy were far less, the court exercised its powers in equity to make [d]efendant responsible for the first $5000 of the deductible." The court considered his "out-of-pocket expenses under the new policy were comparable to that under the old policy." Mother was ordered to provide medical bills and insurance cards to him on a quarterly basis.

Father appeals the denial of his motion for reconsideration. He contends the court erred in requiring him to pay the full deductible because this was contrary to the AJOD, constituted a

financial hardship and was not in the children's best interest. He suggested the court should have called his insurance broker and also heard oral argument. He requests a remand to the trial court to find "better insurance benefits coverage and more cost effective premiums" for the children. We discern no error by the court and affirm.

Father appeals the May 29, 2015 order that denied reconsideration. We do not have before us the February 2, 2015 or April 7, 2015 orders because he did not file an appeal of these orders. See W.H. Indus., Inc. v. Fundicao Balancins, Ltda, 397 N.J. Super. 455, 458 (App. Div. 2008) ("[I]t is clear that it is only the orders designated in the notice of appeal that are subject to the appeal process and review."); Fusco v. Bd. of Educ. of City of Newark, 349 N.J. Super. 455, 461-62 (App. Div.) (reviewing only denial of the plaintiff's motion for reconsideration and refusing to review the original grant of summary judgment because that order was not designated in the notice of appeal), certif. denied, 174 N.J. 544 (2002). Thus, the only issue is whether the court erred in denying reconsideration of the order that father pay all of the annual $5000 deductible.

We accord "great deference to discretionary decisions of Family Part judges[,]" Milne v. Goldenberg, 428 N.J. Super. 184, 197 (App. Div. 2012), in recognition of the "family courts' special

jurisdiction and expertise in family matters[.]" N.J. Div. of Youth & Family Servs. v. M.C. III, 201 N.J. 328, 343 (2010) (quoting Cesare v. Cesare, 154 N.J. 394, 413 (1998)). "[F]indings by the trial court are binding on appeal when supported by adequate, substantial, credible evidence." Cesare, supra, 154 N.J. at 411-12 (citing Rova Farms Resort, Inc. v. Inv'r Ins. Co., 65 N.J. 474, 484 (1974)). However, "[a] trial court's interpretation of the law and the legal consequences that flow from established facts are not entitled to any special deference." Manalapan Realty, L.P. v. Twp. Comm. of Manalapan, 140 N.J. 366, 378 (1995).

Because this appeal involves a reconsideration order, the review is further limited. State v. Puryear, 441 N.J. Super. 280, 294 (App. Div. 2015). Reconsideration is not appropriate merely because a litigant is dissatisfied with a decision. D'Atria v. D'Atria, 242 N.J. Super. 392, 401 (Ch. Div. 1990). Reconsideration is appropriate only where "1) the [c]ourt has expressed its decision based upon a palpably incorrect or irrational basis, or 2) it is obvious that the [c]ourt either did not consider, or failed to appreciate the significance of probative, competent evidence." Ibid. Reconsideration may also be granted where "a litigant wishes to bring new or additional information to the

[c]ourt's attention which it could not have provided on the first application." Ibid.

The court did not err in denying the requested reconsideration. Based on information from the health plans, the larger deductible kept lower premiums for comparable coverage. Father does not contend he presented new information about other plans and rates that the court failed to consider. Although his financial responsibility for the deductible increased moderately,[1] the court did not modify the parties' 60/40 sharing for unreimbursed medical expenses exceeding $5000 and sought to maintain a reasonable premium once father was no longer required to provide the insurance coverage. The court's decision was reasoned and based on the evidence before it.

We conclude that defendant's further arguments are without sufficient merit to warrant discussion in a written opinion. R. 2:11-3(e)(1)(E).

Affirmed.

[1] The deductible increase was approximately $2600, but there was no information about an increase or decrease in the premium.