

NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-2022-25

D.V.,¹

Plaintiff-Appellant,

v.

S.L.,

Defendant-Respondent.

APPROVED FOR PUBLICATION

October 23, 2026

APPELLATE DIVISION

Submitted October 13, 2026 – Decided October 23, 2026

Before Judges Sabatino, Berdote Byrne and Perez
Frischia.

On appeal from the Superior Court of New Jersey, Law
Division, Gloucester County, Docket No. L-1232-25.

Blackshear Law LLC, attorney for appellant (Schalor I.
Blackshear, on the brief).

Respondent has not filed a brief.

The opinion of the court was delivered by

¹ We use initials for the parties or the designations "appellant" and "respondent" because the present case arises out of an earlier domestic violence matter. R. 1:38-3(d)(10). Appellant was defendant in that domestic violence case and is plaintiff in the present case; respondent was plaintiff in the domestic violence case and defendant in the present case.

SABATINO, P.J.A.D.

This unopposed appeal presents jurisdictional issues emanating out of a civil restraint agreement the parties entered into in the wake of a domestic violence case. We summarize the background based on appellant's brief and his pleadings in the trial court.

During the fall of 2023, appellant D.V. allegedly subjected respondent S.L. to unspecified domestic violence and harassment. The nature of their prior relationship is unclear, but regardless the parties are "currently living separate and apart, never married, and have no children in common."

On October 30, 2023, respondent filed a domestic violence complaint in the Family Part against appellant and obtained a temporary restraining order ("TRO") against him that same day.

While the domestic violence trial was pending, on January 2, 2024, appellant and respondent signed a civil restraint agreement on the letterhead of respondent's counsel (which was inaccurately purported in the document to be a "court order"), in which appellant agreed to various conditions. Those conditions included, among other things, permanently remaining at least 100 yards away from respondent, agreeing to cease all contact with her, destroying any recordings he had of her, agreeing not to own or possess firearms for two

years, and paying respondent a total of \$3,100 as compensation for attorney's fees and lost wages in exchange for respondent agreeing to dismiss the TRO.

Notably, the civil restraint agreement purported to stipulate in paragraph 4 that "a violation of any of the terms of the Agreement shall constitute a new incident of domestic violence."

The parties and their respective attorneys² each signed the agreement, although the Family Part judge did not sign on the signature line provided. As requested, the judge dismissed the TRO and domestic violence complaint against appellant that same day. As is customary, the dismissal order made clear that respondent "[u]nderstands that the withdrawal of the complaint and the dismissal of the [TRO] will eliminate the protection that had been issued," and that "if [respondent] may need protection in the future, (s)he may apply for a new restraining order." (Emphasis in original).

At some point between then and September 16, 2025, appellant initially sought relief from the civil restraint agreement in the Family Part. That court rejected the matter, according to appellant's brief, "on the basis that the parties did not qualify for a Family Part docket and that no jurisdiction existed following dismissal of the underlying domestic violence matter."

² Appellant later retained different counsel for the present case and this appeal.

Having been unable to proceed in the Family Part, appellant filed a complaint in the Law Division on September 16, 2025, seeking a declaratory judgment that the purported civil restraint agreement is "unconscionable, void, and unenforceable" and requesting a rescission of the agreement. Among other things, appellant contends the provisions unduly restrict his freedom of movement in public places. On October 22, 2025, the Law Division dismissed the complaint for lack of jurisdiction.

Appellant moved for reconsideration in the Law Division. After hearing oral argument, the Law Division judge denied the motion. The judge observed that even though he felt that appellant had "a good faith argument," the Law Division was "ill-equipped" to handle the matter, and that the Family Part was better positioned because it had access to the relevant case history and was more experienced in domestic matters. Accordingly, the Law Division judge dismissed the civil case without prejudice to appellant refiling in the Family Part.

At some point within the following two weeks, appellant again presented the matter to the Family Part. On February 9, 2026, a Family Part judge (who had not been involved in the matter before) heard oral argument, determining

once again that the Family Part lacked jurisdiction and there was no docket type in that forum that covered the dispute.

Appellant then filed the present appeal. He requests that we "reverse the [civil court's] order denying reconsideration and remand this matter to the Law Division with instructions to exercise jurisdiction and adjudicate the merits of [his complaint]."

In particular, appellant argues he is entitled to access the Superior Court concerning the Agreement, and that there must be an "available forum" for relief. He further contends the civil restraint agreement, which he and his former attorney admittedly signed, "violates public policy, and impermissibly creates a de facto restraining order without judicial findings." He asserts the trial courts' "refusal to exercise jurisdiction resulted in a denial of due process."

Respondent has not filed an opposing appellate brief. We do note that respondent and her counsel had appeared at earlier stages of the present litigation in both the Family and Civil Parts, with her counsel specifically asserting before the Law Division judge that the civil restraint document "is a negotiated agreement between the parties," that "[t]here's nothing unconscionable about" it, and that "[t]his [litigation] is harassment from [appellant] against" respondent.

We observe several important principles that bear upon this jurisdictional conundrum.

"Subject matter jurisdiction is a threshold legal question." Francavilla v. Absolute Resolutions VI, LLC, 478 N.J. Super. 171, 177 (App. Div. 2024). "Appellate review of a ruling on jurisdiction is plenary because the question of jurisdiction is a question of law." Rippon v. Smigel, 449 N.J. Super. 344, 358 (App. Div. 2017). Our review of jurisdictional determinations is "thus de novo." Id. at 358 (quoting Mastondrea v. Occidental Hotels Mgmt. S.A., 391 N.J. Super. 261, 268 (App. Div. 2007)). Under that de novo standard, "a 'trial court's interpretation of the law and the legal consequences that flow from established facts are not entitled to any special deference' on appeal." Pullen v. Galloway, 461 N.J. Super. 587, 596 (App. Div. 2019) (quoting Manalapan Realty, L.P. v. Manalapan Twp. Comm., 140 N.J. 366, 378 (1995)); see also S.D. v. M.J.R., 415 N.J. Super. 417, 430 (App. Div. 2010) (reiterating this same principle in the domestic violence context).

We further observe that the Prevention of Domestic Violence Act, N.J.S.A. 2C:25-17 to -25 (the "PDVA"), expressly delineates the types of conduct and claims that are eligible for the issuance of a domestic violence restraining order. The PDVA accords each listed predicate act the

corresponding definition set forth in the criminal code. See N.J.S.A. 2C:25-19(a). The statute enumerates which proven acts of violence (such as, for example, harassment and stalking) qualify as predicate acts, the associated state of mind by a violator that must be shown, and the multiple criteria for a victim obtaining permanent restraints. See N.J.S.A. 2C:25-19; see also J.D. v. M.A.D., 429 N.J. Super. 34, 56 (App. Div. 2012) (noting the purpose of the statute is to protect victims of domestic violence as defined in its terms).

It is well established that a party's breach of a civil restraint agreement does not per se constitute a "predicate act" of domestic violence that may trigger the Family Part's jurisdiction. See J.D. v. A.M.W., 475 N.J. Super. 306, 315 (App. Div. 2023) (holding that a violation of civil restraints may indicate, but is not dispositive of, the need for a restraining order); N.B. v. S.K., 435 N.J. Super. 298, 307-08 (App. Div. 2014) (holding that violations of civil restraints are not "per se acts of domestic violence"). Indeed, the New Jersey Domestic Violence Procedures Manual instructs that "Under no circumstances shall an FD [non-dissolution] matter be opened for the sole purpose of effectuating 'civil restraints without additional relief available under an FD docket.'" New Jersey Courts, New Jersey Domestic Violence Procedures Manual 66 (2022) (emphasis added).

Moreover, unlike an FRO, a violation of a civil restraint cannot support a contempt prosecution. See N.J.S.A. 2C:25-31; N.B., 435 N.J. Super. at 305.

Hence, paragraph 2 of the civil restraint agreement in this case, which recited that its violation "can and will be used as past evidence for the need for a Temporary and/or Final Restraining Order against [appellant] in the future," does not confer jurisdiction on the Family Part.³ Even if a proper new domestic violence complaint were filed in the Family Part, the court must apply the Rules of Evidence, and cannot be obligated by the parties' contractual agreement to deem a breach of civil restraints to be admissible evidence. See N.J.R.E. 401 (relevancy) and N.J.R.E. 403 (countervailing grounds for excluding relevant evidence).

Paragraph 4 is clearly invalid in deeming that a violation of "any" of the agreement's terms "shall constitute a new incident of domestic violence." The Legislature alone defined in the PDVA what actionable conduct it encompasses, and that is not subject to the private definitional agreement of civil litigants.

³ We exercise our original jurisdiction in this unopposed appeal to make clear these irrefutable threshold points of law regarding paragraphs 2 and 4 of the agreement. R. 2:10-5. We do so without prejudice to severance or other arguments about the enforceability of remaining terms of the agreement that might be presented on remand.

Part V of the Rules of Court enumerates a fixed listing of case categories cognizable in the Family Part, as provided in Chapters II and III of that code. R. 5:1-2(a). None of those docket types pertain here, as the parties were not married, had no children together, and no financial support is involved. The previous domestic violence case was mutually dismissed. We agree with the Family Part judges that there presently is no docket type that enables a dispute over a civil restraint agreement to be litigated in the Family Part.

That said, we are also mindful of appellant's presumptive right of access to the courts, subject to applicable limiting principles such as ripeness, mootness, statutes of limitation, laches, justiciability, and so forth. In re Corbo, 238 N.J. 246, 254-55 (2019). One potential means of such access in the civil arena is the Uniform Declaratory Judgments Act, N.J.S.A. 2A:16-52 ("DJA"), which states that:

All courts of record in this state shall, within their respective jurisdictions, have power to declare rights, status and other legal relations, whether or not further relief is or could be claimed; and no action or proceeding shall be open to objection on the ground that a declaratory judgment is demanded.

N.J.S.A. 2A:16-53 further clarifies that a "person interested under a . . . contract . . . may have determined any question of construction or validity arising under

the . . . contract, . . . and obtain a declaration of rights, status or other legal relations thereunder."

The Supreme Court has described the DJA as "authoriz[ing] courts to declare rights, status, and other legal relations so as to afford litigants relief from uncertainty and insecurity." Chamber of Com. v. State, 89 N.J. 131, 140 (1982). The DJA is "remedial" in nature, intended to "settle and afford relief from uncertainty and insecurity with respect to rights, status, and other legal relations." Finkel v. Twp. Comm. of Twp. of Hopewell, 434 N.J. Super. 303, 317 (App. Div. 2013) (quoting N.J.S.A. 2A:16-51).

However, under the DJA, a claim for declaratory relief can only be heard when there is a justiciable controversy between the parties. See generally Indep. Realty Co. v. Twp. of N. Bergen, 376 N.J. Super. 295, 301-02 (App. Div. 2005) ("Not only must the plaintiff prove his tangible interest in obtaining a judgment, but the action must be adversary in character, that is, there must be a controversy between the plaintiff and a defendant, subject to the court's jurisdiction, having an interest in opposing his claim") (quoting New Jersey Turnpike Auth. v. Parsons, 3 N.J. 235, 240 (1949)). Courts will not entertain declaratory proceedings brought by "mere intermeddlers, interlopers, or strangers to the

dispute." In re Ass'n of Trial Lawyers of America, 228 N.J. Super. 180, 183 (App. Div. 1988).

In this regard, we note that our civil courts have previously granted or entertained declaratory judgments to void contracts on grounds of unconscionability or because they are contrary to public policy. For instance, in Lomonaco v. Sands Hotel Casino and Country Club, 259 N.J. Super. 523 (Law Div. 1992), the court denied defendant's motion for summary judgment in a case where plaintiff sought a declaratory judgment voiding a gambling related contract on the grounds that it was unconscionable and contrary to public policy.

Likewise, in Balducci v. Cige, 240 N.J. 574, 580 (2020), the Supreme Court affirmed a ruling granting an injunction that declared a lawyer's retainer agreement unenforceable because the client had been misled by the attorney regarding her obligations under the agreement. See also Delaney v. Dickey, 244 N.J. 466 (2020) (illustrating a similar instance of the Court declaring part of a retainer agreement unenforceable); Lahoud v. Anthony & Sylvan Corp., 481 N.J. Super. 29, 46 (App. Div. 2025) (declaring an arbitration provision unconscionable and unenforceable).

Without ruling on the viability question definitively here, it would appear from the face of the pleadings that appellant has at least a plausible basis to

proceed in the Law Division under the DJA to seek a declaratory invalidation or modification of provisions within the civil restraint agreement—with an important caveat that such a lawsuit would be subject to the array of possible defenses that respondent might interpose. We therefore vacate the Law Division's dismissal of the complaint, and remand for further proceedings, without intimating an ultimate outcome except for the discrete sub-issues concerning paragraphs 2 and 4 we have addressed here.

In doing so, we appreciate the Law Division judge's observation that the Family Part may have more expertise to deal with the subject matters at issue above in the wake of a dismissed domestic violence case. But in the absence of a suitable docket type cognizable in the Family Part, we decline to transfer the case to that Part.⁴

Vacated and remanded to the Law Division.

I hereby certify that the foregoing is
a true copy of the original on file in
my office.

M. C. Hanley

Clerk of the Appellate Division

⁴ We recommend that one or more appropriate Supreme Court Committee(s) address this jurisdictional issue going forward. In making that recommendation, we recognize that the respective Family and Civil judges involved in this matter lacked published case law or protocols to guide them on the jurisdictional issue. Subject to that process, we do not opine on whether, from a policy or practical perspective, which Part of the trial court is best suited to adjudicate civil restraint matters.