

SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION,
FIRST DEPARTMENT

Ginns v. Ginns

2026 NY Slip Op 00314 (N.Y. Ct. App. 2026) · No. Index No. 160849/22; Appeal No. 5677; Case No. 2025-02210 · Decided January 27, 2026

SUMMARY

The Appellate Division, First Department, affirmed an order denying the defendant's motion for summary judgment and granting the plaintiff summary judgment as to liability under an amended postnuptial agreement. The court held that the agreement required the defendant to pay the plaintiff half of his inheritance within six months of receipt and ordered a trial on damages because the record did not establish the amount of the inheritance.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, First Department
WRITING FOR THE COURT	Webber, J.P.; Gesmer, J.; Higgitt, J.; Michael, J.; Chan, J.
JURISDICTION	Supreme Court of the State of New York, Appellate Division, First Department
DECIDED	January 27, 2026
DOCKET	Index No. 160849/22; Appeal No. 5677; Case No. 2025-02210
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from an order of Supreme Court, New York County, denying defendant's motion for summary judgment, granting plaintiff's cross-motion for summary judgment as to liability, and ordering a trial on damages.
STANDARD OF REVIEW	Summary judgment is proper where the movant establishes entitlement to judgment as a matter of law and the opposing party fails to raise a triable issue of fact; contract interpretation is governed by the plain language of an unambiguous agreement.
PRECEDENTIAL VALUE	published
PARTIES	Robert Ginns v. Kikuko Hosono Ginns

TOPICS

breach of contract

contract interpretation

unconscionability

damages

appellate procedure

PRACTICE AREAS

family law

contracts

appellate procedure

remedies

QUESTIONS PRESENTED

1. Whether the Amended Postnuptial Agreement unambiguously required defendant to pay plaintiff one-half of his inheritance within six months of receipt, regardless of whether the marriage had terminated.
2. Whether plaintiff was entitled to summary judgment on liability for defendant's breach of the Amended Postnuptial Agreement.
3. Whether defendant established that the Amended Postnuptial Agreement was unconscionable or that his obligation terminated when he reached age 70.
4. Whether a trial on damages was necessary because the amount of inheritance received by defendant was not established in the record.

HOLDINGS

1. The Amended Postnuptial Agreement unambiguously required defendant to provide plaintiff with half of his share of his substantial inheritance within six months of receiving it, regardless of whether he received the funds before or after termination of the marriage; defendant breached the Agreement by failing to make the payment.
2. Summary judgment for plaintiff on liability was proper because defendant failed to raise a triable issue of fact concerning his breach of the Agreement.
3. Defendant failed to establish that the Amended Postnuptial Agreement was unconscionable.
4. A trial on damages was necessary because the record did not establish the amount of inheritance defendant received.

KEY QUOTATIONS

“The Agreement unambiguously obligates defendant to provide half of his share of his “substantial inheritance” to plaintiff within six months of receiving it, regardless of whether these funds were received before or after the marriage was terminated.” ([*1])

“Defendant’s interpretation of the Agreement is inconsistent with the plain language of the Agreement and the clear intent of the parties at the time the Agreement was executed” ([*1])

FACTUAL BACKGROUND

After more than 25 years of marriage, the parties executed a postnuptial agreement in July 2004 addressing the terms of their separation, including defendant's obligation to provide plaintiff with 50 percent of his inheritance from his parents. In September 2005, they executed an Amended Postnuptial Agreement that superseded the prior agreement and required defendant to provide plaintiff with half of his share of a substantial inheritance within six months of receiving it, whether the funds were received before or after termination of the marriage.

Defendant received an inheritance but failed to pay plaintiff her contractual share; the record did not establish the amount of inheritance received, necessitating a trial on damages.

PROCEDURAL HISTORY

Plaintiff sued to enforce an Amended Postnuptial Agreement requiring defendant to pay her one-half of his inheritance. Supreme Court denied defendant's motion for summary judgment, granted plaintiff's cross-motion for summary judgment on liability after finding that defendant breached the Agreement, and ordered a trial on damages. The Appellate Division unanimously affirmed.

DISPOSITION

affirmed

REMAND INSTRUCTIONS

No appellate remand instruction was stated; the affirmed order leaves a trial on damages to proceed in Supreme Court.

CASES CITED

- Hershkowitz v. Levy, 190 A.D.3d 835 (2d Dep't 2021)
- Barclay v. Barclay, 151 A.D.3d 676, 677-678 (2d Dep't 2017)
- Logiudice v. Logiudice, 67 A.D.3d 544, 545 (1st Dep't 2009)
- Vermont Teddy Bear Co. v. 538 Madison Realty Co., 1 N.Y.3d 470, 475 (2004)
- Rauso v. Rauso, 73 A.D.3d 888, 889 (2d Dep't 2010)

OPINION

Ginns v. Ginns 2026 NY Slip Op 00314

PER CURIAM.

Ginns v Ginns (2026 NY Slip Op 00314) Ginns v Ginns 2026 NY Slip Op 00314 Decided on January 27, 2026 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and subject to revision before publication in the Official Reports. Decided and Entered: January 27, 2026 Before: Webber, J.P., Gesmer, Higgitt, Michael, Chan, JJ. Index No. 160849/22|Appeal No. 5677|Case No. 2025-02210| [*1]Kikuko Hosono Ginns, Plaintiff-Respondent, v Robert Ginns, Defendant-Appellant. Berkman Bottger Newman & Schein, LLP, New York (John Teufel of counsel), for appellant. The Breakstone Law Firm, P.C., Bellmore (Jay L.T. Breakstone of counsel), for respondent. Order, Supreme Court, New York County (Arlene P. Bluth, J.), entered on or about March 26, 2025, which denied defendant's motion for summary judgment and granted plaintiff's cross-motion for summary judgment as to liability and ordered a trial on damages, unanimously affirmed, without costs. Supreme Court properly granted summary judgment as to liability for

plaintiff upon finding that defendant breached the terms of their Amended Postnuptial Agreement. In July 2004, after over 25 years of marriage, the parties executed a postnuptial agreement which set the terms of their separation, including that defendant would provide plaintiff with fifty percent of his inheritance upon his parents' passing. The parties were represented by counsel during the negotiations. A little over a year later, in September 2005, the parties executed an Amended Postnuptial Agreement (the Agreement) which superseded the previous agreement. The Agreement unambiguously obligates defendant to provide half of his share of his "substantial inheritance" to plaintiff within six months of receiving it, regardless of whether these funds were received before or after the marriage was terminated. Defendant breached the Agreement by failing to provide plaintiff with her share of his inheritance. Because the record does not include any information about what discovery revealed concerning the amount of inheritance defendant received, a trial on the issue of damages is necessary. Defendant failed to raise an issue of fact in opposition to plaintiff's cross-motion. Defendant has failed to show that the terms of the Agreement are unconscionable (see *Hershkowitz v Levy* , 190 AD3d 835 [2d Dept 2021]; cf. *Barclay v Barclay* , 151 AD3d 676, 677-678 [2d Dept 2017]). Defendant acknowledged in the Agreement that he made an independent inquiry into plaintiff's finances, and that he entered into the Agreement freely, voluntarily, and without undue influence. The Agreement also notes that, while plaintiff was represented by counsel, defendant declined to be represented by an attorney during the negotiations, though he was represented by counsel in connection with the initial postnuptial agreement. Moreover, and considering the length of their marriage, the Agreement's terms are not manifestly unjust (see *Logiudice v Logiudice* , 67 AD3d 544, 545 [1st Dept 2009]). Defendant's other arguments, including that his obligation to provide plaintiff with a share of his inheritance terminated when he turned 70 years old, are unavailing. Defendant's interpretation of the Agreement is inconsistent with the plain language of the Agreement and the clear intent of the parties at the time the Agreement was executed (see *Vermont Teddy Bear Co. v 538 Madison Realty Co.* , 1 NY3d 470, 475 [2004] ; *Rauso v Rauso*, 73 AD3d 888, 889 [2d Dept 2010]). THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: January 27, 2026