

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

Matter of P.K. v. D.K.

2026 NY Slip Op 00088 (N.Y. Ct. App. 2026) · No. Index No. F7141/23; Appeal No. 5570; Case No. 2024-06517 · Decided January 13, 2026

SUMMARY

The Appellate Division, First Department reversed an order denying the father's objections to a Support Magistrate's determination that he owed \$66,928.83 in private-school tuition arrears. The court found that the mediation agreement contained conflicting and unclear provisions concerning the father's obligations and remanded the matter to Family Court for a new hearing and determination of any tuition arrears.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, First Department
WRITING FOR THE COURT	Per curiam; Manzanet-Daniels, J.P.; Kapnick, J.; Rosado, J.; Michael, J.; Hagler, J.
JURISDICTION	Supreme Court of the State of New York, Appellate Division, First Department
DECIDED	January 13, 2026
DOCKET	Index No. F7141/23; Appeal No. 5570; Case No. 2024-06517
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Respondent father appealed from a Family Court order denying his objections to a Support Magistrate's order requiring him to pay \$66,928.83 in private-school-tuition arrears.
STANDARD OF REVIEW	The order was reviewed on the law and the facts.
PRECEDENTIAL VALUE	Published
PARTIES	D.K. v. P.K.

TOPICS

child support

family law procedure

appellate procedure

contract interpretation

accord and satisfaction

PRACTICE AREAS

family law

child support

contracts

appellate procedure

QUESTIONS PRESENTED

1. Whether the Support Magistrate's finding that the father owed \$66,928.83 in private-school-tuition arrears was supported by the record.
2. Whether the conflicting provisions of the parties' mediation agreement required a new hearing to determine whether any tuition arrears remained.

HOLDINGS

1. The finding was not supported by the record because it was seemingly inconsistent with the terms of the parties' mediation agreement.
2. The Support Magistrate's order must be vacated and the matter remanded to Family Court for a new hearing and determination of the father's tuition arrears, if any.

KEY QUOTATIONS

*“The Support Magistrate's findings are not supported by the record.” (*1)*

*“It is therefore unclear whether the father's arrears have been fully satisfied or whether he continues to owe at least \$15,000 to the mother, warranting a new hearing to determine the father's tuition arrears.” (*1)*

FACTUAL BACKGROUND

The parties entered into a mediation agreement shortly before the mother filed an enforcement petition concerning the father's alleged private-school-tuition arrears. The agreement stated that the father owed \$40,000, required a \$15,000 transfer before December 30, 2022, stated that the remaining \$25,000 had been paid by May 8, 2023, and also provided that all outstanding child-support arrears and expense reimbursements had been resolved. Because the agreement was signed on May 14, 2023, and contained internally conflicting payment terms, the amount of any remaining arrears was unclear.

PROCEDURAL HISTORY

After a hearing, a Family Court Support Magistrate ordered the father to pay \$66,928.83 for the children's private school tuition arrears. Family Court denied the father's objections, and the Appellate Division reversed, vacated the Support Magistrate's order, and remanded for a new hearing and determination of any tuition arrears.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Family Court must conduct a new hearing and determine the father's private-school-tuition arrears, if any, consistent with the Appellate Division's decision.

CASES CITED

- Susan W. v. Darren K., 213 AD3d 593, 594 (1st Dep't 2023)
- Spano v. Spano, 168 AD3d 857, 860 (2d Dep't 2019)

OPINION

PER CURIAM.

Matter of P.K. v D.K. (2026 NY Slip Op 00088) Matter of P.K. v D.K. 2026 NY Slip Op 00088 Decided on January 13, 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 13, 2026 Before: Manzanet-Daniels, J.P.

SEQ CHAPTER \h \r 1, Kapnick, Rosado, Michael, Hagler, JJ. Index No. F7141/23|Appeal No. 5570|Case No. 2024-06517| [*1]In the Matter of P.K., Respondent, v D.K., Appellant. Eileen S. King, New York, for appellant. Order, Family Court, New York County (Grace Oboma-Layat, J.), entered on or about September 19, 2024, which denied respondent father's objections to the findings of fact and order of the same court (Monera Mohamed Seliem, Support Magistrate), entered on or about April 29, 2024, which, after a hearing, ordered the father to pay \$66,928.83, representing the arrears owed for his children's private school tuition, unanimously reversed, on the law and the facts, without costs, the Support Magistrate's order vacated, and the matter remanded for further proceedings consistent with this decision.

The Support Magistrate's findings are not supported by the record. Specifically, the finding that the father owed \$66,928.83 in arrears for the children's private school tuition is seemingly inconsistent with the terms of the mediation agreement the parties executed shortly before the mother filed her enforcement petition.

Moreover, the mediation agreement contains conflicting terms as to the amounts owed by the father. For example, paragraph two of the mediation agreement provided that the father "owes" the mother a total of \$40,000. With respect to this obligation, the parties agreed that the father "will transfer [\$15,000] to [the mother] before December 30, 2022" and that the balance of \$25,000 "has been paid in full to [the mother] by May 8, 2023."

However, the agreement was signed on May 14, 2023; thus, the provision that the father "will transfer" \$15,000 to the mother before December 30, 2022 is illogical. This provision further conflicts with paragraph twelve, which provides that "[t]here was an accord and satisfaction of all outstanding child support arrearage and reimbursement of expenses." It is therefore unclear

whether the father's arrears have been fully satisfied or whether he continues to owe at least \$15,000 to the mother, warranting a new hearing to determine the father's tuition arrears.

Accordingly, the matter should be remanded to Family Court for a new hearing and determination as to the father's tuition arrears, if any (see e.g. *Susan W. v Darren K.*, 213 AD3d 593, 594 [1st Dept 2023]; *Spano v Spano*, 168 AD3d 857, 860 [2d Dept 2019]). THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: January 13, 2026

PER CURIAM.

Matter of P.K. v D.K. (2026 NY Slip Op 00088) Matter of P.K. v D.K. 2026 NY Slip Op 00088 Decided on January 13, 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 13, 2026 Before: Manzanet-Daniels, J.P.

SEQ CHAPTER \h \r 1, Kapnick, Rosado, Michael, Hagler, JJ. Index No. F7141/23|Appeal No. 5570|Case No. 2024-06517| [*1]In the Matter of P.K., Respondent, v D.K., Appellant. Eileen S. King, New York, for appellant. Order, Family Court, New York County (Grace Oboma-Layat, J.), entered on or about September 19, 2024, which denied respondent father's objections to the findings of fact and order of the same court (Monera Mohamed Seliem, Support Magistrate), entered on or about April 29, 2024, which, after a hearing, ordered the father to pay \$66,928.83, representing the arrears owed for his children's private school tuition, unanimously reversed, on the law and the facts, without costs, the Support Magistrate's order vacated, and the matter remanded for further proceedings consistent with this decision.

The Support Magistrate's findings are not supported by the record. Specifically, the finding that the father owed \$66,928.83 in arrears for the children's private school tuition is seemingly inconsistent with the terms of the mediation agreement the parties executed shortly before the mother filed her enforcement petition.

Moreover, the mediation agreement contains conflicting terms as to the amounts owed by the father. For example, paragraph two of the mediation agreement provided that the father "owes" the mother a total of \$40,000. With respect to this obligation, the parties agreed that the father "will transfer [\$15,000] to [the mother] before December 30, 2022" and that the balance of \$25,000 "has been paid in full to [the mother] by May 8, 2023."

However, the agreement was signed on May 14, 2023; thus, the provision that the father "will transfer" \$15,000 to the mother before December 30, 2022 is illogical. This provision further conflicts with paragraph twelve, which provides that "[t]here was an accord and satisfaction of all outstanding child support arrearage and reimbursement of expenses." It is therefore unclear

whether the father's arrears have been fully satisfied or whether he continues to owe at least \$15,000 to the mother, warranting a new hearing to determine the father's tuition arrears.

Accordingly, the matter should be remanded to Family Court for a new hearing and determination as to the father's tuition arrears, if any (see e.g. *Susan W. v Darren K.*, 213 AD3d 593, 594 [1st Dept 2023]; *Spano v Spano*, 168 AD3d 857, 860 [2d Dept 2019]). THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: January 13, 2026