

to make payment regarding any provision of the Court's Order and, upon entry of the judgment, any method permitted by the Rules of Court may be utilized to collect such judgment including but not limited to, wage execution with the aforementioned amount to be considered a support obligation and therefore, non-dischargeable in bankruptcy pursuant to DiGiacomo v DiGiacomo, 256 N.J. Super. 404 (1992); and

20. Granting Plaintiff's request awarding Plaintiff counsel fees and costs for this application with payment due within seven (7) days of the Court's Order.

On June 3, 2021, Defendant filed a Response and Opposition to Plaintiff's Cross Motion. The Court, having considered the submission of the parties, and for good cause shown;

It is on this 25<sup>th</sup> day of June, 2021, **ORDERED:**

1. **Child Support.** Defendant's request that Probation correct and adjust his child support obligation and direct Plaintiff to return payments of child support is **REFERRED** to Economic Mediation.

The Court entered an Order on November 18, 2019, that, among other things, required Defendant to pay child support in the amount of \$150 per week through the Burlington Probation Division. Defendant states this continued to this day even through the parties entered into a Final Judgment of Divorce ("FJOD") and filed with the Court on June 25, 2020. The FJOD incorporated a Marital Settlement Agreement ("MSA"), the provisions of which included, in part, the following: 1) Defendant's child support was to be set at \$416.00 per week; 2) Defendant would be credited an amount that would equal his share of Plaintiff's Defined Contribution Plan which would be put towards his child support obligation; 3) This credit was in the amount of \$32,000 and was to pay for the first 70 weeks after which said credit would be deemed exhausted. Defendant states that