

HIGHLIGHTS

- Robertson v. Petz, 574 P.3d 232, 236-37 (Ariz. Ct. App. Div. 1 2025). Agreement that is “a little hard to follow” does not equate to an ambiguous and unenforceable contract. § 2:7 n.8
- Larrea v. Chand, 580 P.3d 554 (Ariz. Ct. App. Div. 1 2025). Failure to trace separate property funds deposited into community bank account resulted in account being community property. § 8:1 n.2
- In re Marriage of Wichansky, 581 P.3d 1180 (Ariz. Ct. App. Div. 2 2025). Trial court’s finding that husband failed to disclose an asset to wife was not clearly erroneous; undisclosed asset was not part of waiver provision of property settlement agreement. The omitted asset was equally owned by husband and wife as tenants in common. § 16:2 n.17
- Merkley v. Merkley, 2026 WL 538586, *3 (Ariz. Ct. App. Div. 1 2026). “Wife’s share of the community’s interest in the FERS pension plan became her separate property as of the dissolution date. She is entitled to the increases in its value due to Husband’s continued employment and the cost of living adjustments.” § 7:4 n.2