

**STATE OF RHODE ISLAND**

**PROVIDENCE, SC.**

**SUPERIOR COURT**

**(FILED: July 28, 2026)**

**In Re: Estate of Munir Rihani**

**:**

**C.A. No. PP-2025-01560**

**DECISION**

**MATOS, J.** Before the Court is an appeal of an Order of the Probate Court of the Town of Lincoln holding that a Marital Settlement Agreement executed on October 9, 2024 was unenforceable and of no validity in the administration of the Estate of Munir Rihani. Jurisdiction is pursuant to G.L. 1956 § 33-23-1. For the reasons set forth herein, the Probate Court's order is AFFIRMED.

**I**

**Facts and Travel**

Underlying this dispute is Respondent Jill Rihani's (Respondent) attempt to claim an elective share of the estate of her deceased husband Munir Rihani (Mr. Rihani or Decedent) pursuant to G.L. 1956 chapter 28 of title 33. This attempt is complicated by the fact that Respondent and Decedent had entered into a Marital Settlement Agreement (MSA or Agreement) seven days before Decedent's passing, in which Respondent had purportedly waived her right to claim such a share. *See* Co-Executors' Mem. in Supp. of Appeal (Co-Executors' Mem.) Ex. 3, MSA, at 9–10.

The facts as relevant to this matter are relatively straightforward: Decedent and Respondent were married in 2011. (Appeal ¶ 1.) In 2024, Respondent filed a complaint for absolute divorce, and in turn Decedent filed a counterclaim for absolute divorce.

During the divorce process, on October 9, 2024, Respondent and Decedent executed the MSA. *See generally* MSA. The MSA addressed the distribution of property between Decedent and Respondent and expressly waived Respondent’s rights to take against Decedent’s Will or Estate. *See* MSA ¶¶ 2, 15.

To wit, the MSA provides, in relevant part:

“2. **Binding Agreement:** By signing this agreement and *upon the Family Court approving this agreement*, the parties understand they are bound by this agreement. The parties consent to this agreement being incorporated by reference in any judgment or final decree of the Family Court. This agreement shall not be merged in any decree or final judgment of the Family Court and shall remain a separate and independent contract between the parties, in all respects forever binding and conclusive upon the parties hereto.

“ . . .

“15. **Waiver of Claims Against Estate.** . . . Except as provided for herein above, the Husband and Wife may dispose of his or her property in any way, *and each party hereby waives and relinquishes any and all rights* he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction, to share in the property or the estate of the other as a result of the marital relationship, including, but not limited to, any right to take in intestacy, right to take against the will of the other, and the right to act as administrator or executor of the other’s estate[.]” (MSA ¶¶ 2, 15) (emphasis added).

On October 9, 2024, the same day that the MSA was executed, the Family Court examined, and after both parties noted their agreement to its terms, approved the MSA on the record, finding it to be fair and reasonable on its face. *See* Hr’g Tr. 21:23–25, Oct. 9, 2024. However, no order approving the MSA was entered because, seven days later, on October 16, 2024, Mr. Rihani passed away. (Appeal ¶ 1.) Consequently, the Family Court determined that its jurisdiction over the divorce actions had abated immediately upon Mr. Rihani’s death, and so no final decree of divorce was entered. *See* Co-Executors’ Mem. Ex. 5, Hr’g Tr. 5–8 (Oct. 28, 2024).

Appellants—who are the named Co-Executors of Decedent’s Will—filed the Will for probate on November 14, 2024. *See* Co-Executors’ Mem. Ex. 6, Petition for Probate; *see also* Co-Executors’ Mem. Ex. 2, Last Will and Testament of Munir Rihani. On December 12, 2024, Respondent filed with the Probate Court a Claim of Elective Share pursuant to chapter 28 of title 33, to which claim Appellants objected, arguing that Respondent’s rights to such elective share were waived by the MSA. *See* Co-Executors’ Mem. Exs. 7 and 8.

On March 17, 2025, the Probate Court entered an order (the March 17 Order) holding that the “Marital Settlement Agreement . . . is unenforceable in its entirety and has no validity in [the probate] proceeding” and that “Jill Rihani is the surviving spouse of Munir Rihani with all of the inherent rights, including the right to assert a claim of an elective share[.]” *See* Co-Executors’ Mem. Ex. 1, March 17 Order, at 3. This conclusion was based on the fact that Family Court’s jurisdiction, as well as the divorce actions, had immediately and finally abated upon Mr. Rihani’s death. *See id.*

Appellants filed the present appeal on March 24, 2025. (Appeal) They argue that the MSA remains a valid and binding contract and that the Probate Court’s March 17 Order was based on a misapplication of relevant precedent. Respondent contends that because the Family Court’s approval of the MSA was never reduced to a written order, the MSA cannot be binding by its own terms, and that even *if* the MSA was an enforceable agreement, the Decedent was in material breach, his performance of the Agreement is now impossible, and the Respondent is therefore relieved from her obligations under the Agreement.

## II

### Standard of Review

The Superior Court’s jurisdiction to review a probate court’s order is provided by § 33-23-1. That section provides, in pertinent part, that “[a]ny person aggrieved by an order or decree of a probate court . . . may, unless provisions be made to the contrary, appeal to the superior court for the county in which the probate court is established[.]” Section 33-23-1(a). Further, such an appeal “is not an appeal on error but is to be heard *de novo* in the superior court.” Section 33-23-1(b). Although the “findings of fact and/or decisions of the probate court may be given as much weight and deference as the superior court deems appropriate . . . the superior court shall not be bound by any such findings or decisions.” *Id.*

## III

### Analysis

The Family Court’s determination that its jurisdiction had abated upon Mr. Rihani’s death is based on a lineage of Rhode Island Supreme Court opinions beginning with *Keidel v. Keidel*, 119 R.I. 726, 383 A.2d 264 (1978) and continuing through *Centazzo v. Centazzo*, 556 A.2d 560 (R.I. 1989) and *Loppi v. United Investors Life Insurance Co.*, 126 A.3d 458 (R.I. 2015). As the Probate Court held in its March 17 Order, these cases make clear that the Family Court’s jurisdiction did immediately abate upon Mr. Rihani’s death, ultimately rendering the MSA unenforceable.

“[T]he Family Court is a ‘statutory court of special jurisdiction’ and its authority to act must be derived from statute.” *Loppi*, 126 A.3d at 461 (quoting *Keidel*, 119 R.I. at 731, 383 A.2d at 266). “[T]he Family Court’s jurisdiction over ‘real and personal property of the parties is ancillary and an adjunct to its divorce jurisdiction.’” *Id.* (quoting *Keidel*, 119 R.I. at 731, 383 A.2d

at 267) (internal quotations omitted). Thus, the Family Court’s power over the property of parties to a divorce “is exercisable only in those instances where divorce or separation proceedings have been commenced.” *See Keidel*, 119 R.I. at 731–32, 383 A.2d at 267.

Our Supreme Court has held that “divorce being a personal action, the death of one of the parties before the entry of the final decree thereon abates the action.” *See Loppi*, 126 A.3d at 461 (internal quotation omitted); *see also Centazzo*, 556 A.2d at 562 (“[I]f an action for divorce is commenced and one of the spouses dies before entry of the final judgment, the divorce action abates.”).

Here, the Family Court had not entered a final judgment for divorce at the time Mr. Rihani passed away; indeed, not even an *interlocutory* decree of divorce had yet been issued, which interlocutory decree would have initiated the mandatory waiting period prescribed by G.L. 1956 § 15-5-23(a) before a final judgment even *could* be entered. *See* § 15-5-23(a) (“No judgment for a divorce shall become final and operative until three (3) months after the trial and decision.”).

At the time of Mr. Rihani’s death, the only action that the Family Court had taken with respect to the MSA or the distribution of property was its verbal approval of the MSA on October 9, 2024, which was never reduced to a written order. Notably, the MSA expressly conditioned its execution upon approval of the family court. MSA ¶ 2. Hence, any interlocutory, verbal approval by the Court would be vacated by virtue of the abatement of the divorce proceedings.

The Rhode Island Supreme Court has specifically addressed that the Family Court no longer maintains jurisdiction “over property matters in a divorce action when an interlocutory order involving property distribution had been issued but one of the spouses died before the final judgment of divorce was issued.” *Loppi*, 126 A.3d at 462. The Court expressly “held that the abatement of a divorce petition in Family Court results in the abatement of any action with respect

to the division of property that is not encompassed in a final judgment of divorce.” *See id.* (internal quotation omitted).

Here, no final judgment of divorce was or ever could be entered because Mr. Rihani died before the divorce proceedings could be completed, and by that death the Family Court lost its jurisdiction over the divorce and any property distribution *ancillary to* that divorce. *See, e.g., Centazzo*, 556 A.2d at 563 (“[I]t will never be known what the final disposition of [the] motion [for entry of final judgment for divorce] would have been as [a party] died before it could be heard. Under *Keidel*, with the abatement of the divorce petition, the action with respect to the division of property must also abate.”).

“[I]t has been [the Rhode Island Supreme Court’s] consistent holding that, when a divorce action abates due to the death of one of the spouses, so too do any interlocutory orders with respect to property division.” *Loppi*, 126 A.3d at 462 (citing *Centazzo*, 556 A.2d at 563; *Keidel*, 119 R.I. at 732, 383 A.2d at 267). “When we apply our clear precedent to the case before us, we come to the inescapable conclusion that the divorce action in the Family Court abated at the time of [decedent’s] death and that any interlocutory orders with respect to the division of property *also abated*.” *See id.* at 462.

Thus, the Family Court correctly concluded that both the divorce action and its own jurisdiction abated when Mr. Rihani died. The abatement precluded the entry of any judgment of divorce and, consequently, also abated the verbal approval of the MSA.

For that reason, the Probate Court committed no error when it concluded that “Jill Rihani was the spouse of Munir Rihani when he suddenly passed” and was entitled to “all of the inherent rights” of a surviving spouse, “including the right to assert a claim of an elective share pursuant to [G.L. 1956 §] 33-28-1 *et seq.*” *See* March 17 Order at 3.

#### **IV**

#### **Conclusion**

Accordingly, upon *de novo* review of the record and relevant law, the Probate Court's March 17 Order is **AFFIRMED**.



**RHODE ISLAND SUPERIOR COURT**

***Decision Addendum Sheet***

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**TITLE OF CASE:** In Re: Estate of Munir Rihani

**CASE NO:** PP-2025-01560

**COURT:** Providence County Superior Court

**DATE DECISION FILED:** July 28, 2026

**JUSTICE/MAGISTRATE:** Matos, J.

**ATTORNEYS:**

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