

STARK & STARK

ATTORNEYS AT LAW

Robert J. Durst  
Shareholder/Chair  
Stark & Stark Divorce Group  
993 Lenox Drive  
Building Two  
Lawrenceville, NJ 08648  
609.895.7342  
rdurst@stark-stark.com

After you have entered into a Settlement Agreement or the Judge has made a decision, the terms of that Agreement or decision must be implemented.

In most instances, if the terms of the Settlement or Judgment are not specifically implemented, they are of no effect and your rights are not properly protected. Such implementation may include the transfer of assets such as the execution of a deed or deeds for real estate, a release of either party from various debts or mortgages, transfer of pension accounts, division of bank accounts or changes in insurance policies.

Some of the very common follow-up requirements are:

A. Deeds and Mortgages - If real estate is to be transferred to one party or the other and/or either party is to be released from liability on the mortgages which encumber such property. The deed must be prepared, executed and filed and the mortgage lender must specifically release the party from liability. Unless a specific release from liability is obtained, the mere provision in an Agreement between the parties or even a Court Order does not bind the mortgage lender.

B. Change of Name - Sometimes a party wishes to resume a maiden or prior name and they are fully entitled to do so. However, they must then go through the process of changing their driver's license, Social Security notification, passports and other official documentation of your name.

C. Life Insurance Policies - No insurance policy is bound by the terms of your Settlement Agreement or the Court's Judgment unless and until a change of beneficiary or change of policy ownership is properly filed with them.

D. Pension or Retirement Accounts - Pensions and retirement accounts require a very specific Order identified as a Qualified Domestic Relations Order or QDRO. That Order must be prepared, signed by the Judge and filed with the Plan Administrator. Again, the mere existence of a Settlement Agreement or Judgment of Divorce does not bind the Administrator of the pension or retirement plan unless and until a

Robert J. Durst  
Shareholder/Chair  
Stark & Stark Divorce Group  
993 Lenox Drive  
Building Two  
Lawrenceville, NJ 08648  
609.895.7342  
rdurst@stark-stark.com

QDRO is signed, approved by them and filed with them.

E. Medical Insurance - Very often a divorced party elects to continue coverage under their former spouse's medical insurance. You are entitled to do so for a period of up to 18 or 36 months. However, you must file a formal notification and election with the medical insurance carrier within 30 days.

F. Accounts - Bank or brokerage accounts may have to be divided or transferred from one party to the other.

Finally, during the marriage, most people will have designated their spouse as their Power of Attorney, their Health Care Power of Attorney and/or beneficiary under the terms and provisions of their Last Will and Testament. It would be an unusual case in which a party would want to continue those designations subsequent to the divorce. Therefore, you should meet with your attorney or if your divorce attorney does not do estate planning, ask them to refer you to an attorney who can redraft your Power of Attorney, Healthcare Power of Attorney and Last Will and Testament.



*Robert J. Durst II is Chair of the Divorce Group of Stark & Stark and is certified by the New Jersey Supreme Court as a Matrimonial Attorney and by the National Board of Trial Advocacy as a Civil Trial Attorney.*

*Mr. Durst is a frequent lecturer on Family Law topics, was a Co-Founder of the New Jersey Summer Family Law Institute and is currently the Co Director of the American Trial Lawyers annual Boardwalk Seminar on Family Law. His leading lectures include a nationally known presentation on the distribution of stock options, the use and distribution of life insurance, and an original series on evidence in divorce cases.*