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It Ain't Over 'Til It's Over

With all due respect to Yogi Berra, I write this as a follow up to an earlier blog on updating beneficiary designations after you are divorced. I encourage you to read that blog as well; the title is "[Looking for Something to do Today?](#)"

My family law colleagues at Weber Gallagher and I have become involved in a legal services website called Avvo. One of Avvo's features is a question and answer page where people searching for a lawyer can post a question, and then a lawyer, like me, can post an answer. The questions run the gamut of all areas of the law. Family law is particularly well represented with questions.

A large number of the questions fall into some twist on the following fact pattern: The parties have been divorced, one party is obligated to do something under the marital settlement agreement or equitable distribution order, doesn't do what he or she is supposed to do, and an amount of time goes by and the other side ends up getting screwed. Examples include one side refinancing the mortgage on the former marital residence, signing a deed, transferring stock, signing a Qualified Domestic Relations Order (QDRO), maintaining life insurance, putting money aside for the kids' college; the list goes on.

My point here is that everyone, the parties as well as the lawyers, lets out a big sigh of relief when a divorce decree is entered, but as the title of this post says, "It Ain't Over 'til It's Over." It's not over when the divorce decree is issued; it's over when everything in the marital settlement agreement has been completed, and both sides are fully satisfied there's nothing left to do.

Clients, and divorce lawyers for that matter, tend to lose interest in the case after the decree is issued, but after the decree is when the parties start to see the benefit of the months of work getting all of those provisions into the agreement or equitable distribution order. Ultimately, the client has to be diligent and ask the other side for proof of life insurance or proof of refinancing the mortgage or having money deposited into the kids' 529 accounts, or whatever other obligation the other side is supposed to do.

If something has not been done or if you have been asking the other side for proof that something has been done and it has been ignored, it is time to call your lawyer and get the lawyer involved by either leaning on the other side or by filing a Petition to Enforce the Agreement.

Because if something was supposed to happen and didn't, you, the client, are the one with the mortgage in your name you didn't think was there, no life insurance to cover for lost child support or alimony and no money to pay for college.