

THE
ULTIMATE GUIDE TO
DIVORCE
IN MARYLAND

WHAT YOUR SPOUSE DOESN'T WANT YOU TO KNOW:

THE
ULTIMATE GUIDE TO
DIVORCE
IN MARYLAND

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WORD ASSOCIATION PUBLISHERS

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FOREWORD

I wrote this book in an effort to educate people who find themselves looking for information about domestic relations issues. This book covers a wide range of topics, but keep in mind that no book can cover every possible scenario that can arise in a case.

Every family situation is different, and because life is dynamic, things keeps moving forward even after problems arise. I highly recommend that anyone facing domestic difficulties that might lead to a courtroom sit down to talk to an attorney face-to-face. Just as you should have questions for me after reading this book, I have questions for you. Only after you answer my questions can I—or any other attorney—possibly give you real advice for your situation. This book is intended to be a guide to what lies ahead. My purpose is to educate you and to allow you to make informed decisions on how best to prepare for what is in front of you.

Most attorneys claim to be “aggressive,” “experienced,” or “knowledgeable.” I have yet to see an attorney who does not make these claims in his or her advertising. As an informed consumer, try to cut through the catch-phrases and educate yourself before making decisions that affect the rest of your life.

This book should answer most questions you have, but there may (and probably should) still be other questions. Our firm educates our clients by providing information to help you make good decisions about your case and your life.

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DISCLAIMER

This Book Is Not Legal Advice

Please understand that the information in this book is not legal advice. I do not represent you and, thus, I am not your lawyer unless or until we enter into a written fee agreement. I can lay out the basics of domestic law in Maryland but do not construe anything in this book to be legal advice about your case, as each case is different and an attorney can only give quality legal advice when he or she understands the facts involved in your case. As always, you should consult an attorney to discuss the specific facts about your individual case.

WHAT IS A DIVORCE?

Let's start with the most basic question: what is a "divorce"? The answer may surprise you. At its core, divorce is the severing of the legal relationship between husband and wife, wrapping up the monetary issues, dividing the marital property, dealing with access to the children, and obtaining the right to remarry. But it is really much more significant than that; it is the ending of one chapter of your life, and—hopefully—also the beginning of the next chapter. In order to get to that next chapter, and to make the right decisions to put yourself in the best position possible for yourself and for your children, you need a firm understanding of what is at stake.

It may surprise you that there are two types of divorce in Maryland, Limited Divorce and Absolute Divorce. An Absolute Divorce is what most people think of when they think of "divorce"; it gives a judge the ability to deal with all the important issues. Not so with a Limited Divorce, where the topics a judge can decide are more discrete and narrow.

A Limited Divorce is essentially a forced separation. A judge can solve the problems of alimony, custody, child support, and grant one parent the ability to live in the family home for a limited period of time for the benefit of the children. In the context of a Limited Divorce, a judge cannot deal with marital property issues, such as issues relating to pensions and/or retirement accounts, bank accounts, vehicles, or real estate. Couples who obtain a Limited Divorce must still go through the process of

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obtaining an Absolute Divorce to deal with those remaining issues, and to gain the right to remarry.

The reason people file for a Limited Divorce instead of an Absolute Divorce is simple: even if you can't ask for an absolute divorce, but you need something from the court right away relating to the children or monthly expenses (alimony or child support), a Limited Divorce would give the court the ability to help you.

GROUNDNS FOR DIVORCE

Maryland does not make obtaining a divorce easy. In Maryland, you need a reason to request an absolute divorce. In other words, you need a reason to get divorced. The reasons are constantly being refined by the appellate courts in Maryland to reflect the changing trends in society, and proving the grounds for the divorce can become a very fact-specific task.

These reasons for an absolute divorce fall into two categories, fault-based and non-fault-based.

FAULT BASED:

Adultery – Adultery is voluntary intercourse between a man and a woman, with a person other than your spouse.

Adultery is sometimes tricky to prove because by its very nature, it most often happens in secret, not out in public where people witness the act. The person trying to prove adultery must prove both “opportunity” and “disposition.” The court must be convinced the other spouse had the chance to commit the adultery (opportunity) and the inclination to commit adultery, meaning he or she showed affection to the other person (disposition).

Desertion – Desertion involves two concepts:

Actual Desertion: when one spouse leaves the home with no intention of returning. If the desertion lasts more than 12 months

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prior to the filing of the lawsuit, it is grounds for an Absolute Divorce. If the desertion has not yet lasted 12 months, it is only grounds for a Limited Divorce.

Constructive Desertion: when one spouse's conduct compels the other to leave in order to preserve his or her health, safety, or self-respect, that can be considered constructive desertion. This is a constantly evolving concept, and not always an easy one to prove.

Imprisonment – If one spouse has been convicted of a crime and was sentenced to serve at least three years incarceration, after 12 months of that incarceration, this can be grounds for an absolute divorce.

One Year Separation – This is the most common grounds for divorce in Maryland. While it was once different if the separation was voluntary or involuntary (meaning whether it was a mutual decision to separate or not a mutual decision), these two grounds have been merged into one concept—a separation that lasts one year, whether both spouses wanted to separate or not.

If you have been separated (by mutual agreement or by desertion) and the separation has lasted continuously for 12 months prior to the filing of the divorce complaint (which means no sexual relations and no sleeping in the same house during that year) and there is no reasonable hope or expectation of a reconciliation, the court can grant an absolute divorce.

If the separated couple reconciles for even a moment of passion, and has sexual intercourse during their period of separation, then the 12-month time period begins again, starting all over again at day one.

A one-year separation is the most common reason the court grants a divorce. First, it is the easiest to prove; the only element needed is to show you and your spouse were apart for a year. Second, it is the least offensive reason to divorce the other spouse (as opposed to adultery or desertion where fault becomes an issue). The third reason is a practical one: even if the case starts as a Limited Divorce, or starts with the parties alleging other grounds for an Absolute Divorce in the initial complaint, by the time the court holds the final divorce hearing, the parties have often met the requirements for a divorce based on a one-year separation.

Insanity – If one spouse is incurably insane with no hope of recovery, as determined by the court from the testimony of at least two physicians who are competent in psychiatry, and the insane person was confined in a mental institution, hospital, or other similar institution for a period of not less than three years prior to his or her spouse filing for divorce, this can be a grounds for divorce.

Cruelty of Treatment and Excessively Vicious Conduct – While these are technically separate grounds, in the modern world, they are treated as one and the same.

Cruelty of Treatment Toward a Complaining Party or to a Minor Child of that Complaining Party and Excessively Vicious Conduct Toward a Complaining Party or to a Minor Child of that Complaining Party is any conduct on the part of one spouse that is calculated to seriously impair the health or permanently destroy the happiness of the other, or of a minor child. Thus, any misconduct of the husband/wife that endangers, or creates a reasonable apprehension that it will endanger, the wife's/husband's safety or health to a degree rendering it physically or mentally impracticable for her or him to properly discharge

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the marital duties constitutes cruelty within the meaning of the divorce statute.

A judge can grant either a Limited Divorce or an Absolute Divorce based on these grounds. The appellate court's directives to the trial courts have changed dramatically in recent years, and the law now reflects the more modern view that any family violence can be grounds for divorce under the right circumstances.

THE COURT PROCESS

Maryland has two levels of appellate courts and two levels of trial courts. Divorce and custody cases are handled in the Circuit Courts, and every county and Baltimore City has its own Circuit Court. Each Circuit Court has its own case management plan as to how divorce and child custody cases are processed, and while the timing may be a little different, the process is basically the same.

As a starting point, contested cases are handled differently than uncontested cases from a scheduling aspect. If a case starts as an uncontested case, meaning everyone agrees on the resolution of all the issues, the cases are heard quickly in order for a judge to review the agreement and to finalize the divorce. If cases are contested, they are handled in a multi-step process that gives you plenty of chances to reach an agreement on your own before a judge decides the case for you.

A divorce case starts at the Circuit Court with the filing of a Complaint for Divorce. This is your chance to explain in writing what you want the court to do and why you want it, in a very basic way. After the Complaint is served on your spouse, he or she files an Answer. The Answer tells the Circuit Court what he or she agrees with and what he or she disagrees with in your Complaint, and what he or she wants the court to do.

After the Answer is filed, the court will bring you, your spouse, and the attorneys together for a scheduling conference. A scheduling conference is normally conducted by a Master in

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Chancery or some court official other than a judge. At the scheduling conference, dates are picked that will guide the case. The more complex the case, the more time is given for each step. If court services are being requested, like substance abuse evaluations or psychiatric evaluations, those topics are discussed and resolved at the scheduling conference.

In some circumstances, if there are pressing issues with no agreement, a Pendente Lite Hearing is set. “Pendente Lite” is Latin for “pending litigation.” At this hearing, a judge will make decisions on a temporary basis that will designate who lives where, who pays what expenses, and the access schedule for the children. This decision lasts until a judge rules on the final aspects of the divorce.

The next court date depends where your Complaint was filed, meaning which Circuit Court. Most (but not all) Circuit Courts require the parties and the attorneys to return near the end of the case for a Pretrial or a Settlement Conference. At this conference, a Master or a Judge (often a retired judge with decades of experience in family law matters) will work with you to try to resolve your case. It is almost like forced mediation.

If certain issues can be resolved, agreements are reached and become final. If some or all of the issues cannot be resolved, the judge will issue a trial date to come back and allow you to present your evidence in a formal trial.

Pretrial Conferences are an important event in your case. Because this conference is later in the case, after each side has conducted discovery (a “you show me your case and I’ll show you mine” process that involves depositions, requesting documents, and other methods of obtaining information from

your spouse) and you have seen your spouse's positions and evidence, you are in a better position to assess how strong your case is. An experienced settlement conference judge or master will be blunt and honest in private with you about the relative strengths and weaknesses of your position and try to use his or her experiences on the bench to help resolve the case.

A contested trial is conducted if you and your spouse cannot reach an agreement on your issues. After hearing all the evidence, a judge will make a ruling that decides all of the issues in your case. Depending on the nature of the case, appeals and post-trial motions can sometimes follow.

When the courts solve problems that deal with children, whether custody, access, or child support, those issues are never truly final. Children's lives are dynamic, and what was appropriate at one point in their lives may not be appropriate at another, so the court always maintains jurisdiction over the children and all the matters involving the children.

In order for a judge to reexamine a prior court order involving children, a parent wishing to modify the court's order must allege that something significant has changed and prove that it would be in the best interest of the children to do something different. In other words, cases involving children can go on for years, with parents jumping from one request for modification to another.

MARITAL PROPERTY

When a judge grants an Absolute Divorce, the judge also deals with the property you acquired during your marriage. It wouldn't make sense for the judge to grant an Absolute Divorce and to skip dealing with the marital property, would it? After all, the absolute divorce is supposed to be the end of the marriage and the end of the case.

DEALING WITH MARITAL PROPERTY ISSUES INVOLVES A THREE-STEP PROCESS:

- Identifying which property is marital property
- Valuing marital property
- If necessary, determining if a monetary award is necessary for equitable distribution of the marital property.

Let's start by figuring out what property is marital property: marital property is property that was "acquired during the marriage," regardless of how it is titled (meaning if it was acquired during the marriage, it does not matter if it was titled in just one spouse's name). Acquisition is a term of art with a very specific meaning, it encompasses an expansive view that acquiring is, or can be, an ongoing process. For example, every month when a mortgage is paid, a piece of the home is "acquired" because a portion of the mortgage payment pays down the principal.

PROPERTY IS NOT MARITAL PROPERTY IF IT IS:

1. Excluded by a valid contract between the parties (a Prenuptial or Separation Agreement);
2. A gift from a third party;
3. An inheritance;
4. Acquired prior to the marriage by either spouse;
5. Directly traceable to any of the above sources.

After the court has identified what property is marital property, a judge must figure out what the property is worth. Valuing marital property is not an exact science, and judges are often presented with conflicting testimony about the value of marital property. A judge is left to his or her own devices and common sense to decipher the conflicting testimony and attach a value to each piece of marital property, which might be anything from a simple household item like a toaster to a harder-to-value item like a boat or a piece of artwork.

After the marital property is valued, the court must decide if each party would walk away with a fair (equitable) percentage of the property based on just how the property is titled. The easiest way to think of this is to make columns of his/hers and put values in those columns, and to then ask whether the columns are fairly balanced. If not, the court will fashion a monetary award to one spouse. This is an award ordering one spouse to pay the other spouse a lump sum of money. Unlike alimony, which is has tax consequences, receiving a monetary award should have no tax consequences.

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Judges have limited power to order one spouse to transfer property to another spouse, even with jointly owned items. Jointly owned items are often sold and their proceeds divided as the judge sees fit.

Here is an example: Husband's column has \$10,000.00 worth of marital property titled in his name alone. Wife has \$110,000.00 worth of marital property titled in her name alone. A judge might well decide this split is not fair, and because the judge does not have the authority to order that Wife transfer title to any of the property in her name alone, the judge would order Wife to pay Husband a monetary award to even out how much each walks away from the marriage with.

Judges are not looking for equality; they are looking to balance the equities of the spouses, meaning to do what they think is fair (equitable).

IN DECIDING WHETHER TO GRANT A MONETARY AWARD, THE COURT MUST CONSIDER THE FOLLOWING FACTORS:

1. the contributions, both monetary and non-monetary, by each spouse during the marriage
2. the value of all property interests of each party (both marital property and items one spouse owns that are non-marital property)
3. the economic circumstances of the parties at the time the award is to be made
4. the circumstances leading to the estrangement of the parties (meaning why is the marriage ending, or more

particularly whether one spouse was at fault for the marriage ending)

5. the duration of the marriage
6. the age of each party
7. the physical and mental condition of each party
8. how and when specific marital property was acquired, including the effort of each party
9. any award of alimony or use and possession of the family home
10. any other factors the court feels appropriate to consider in making a fair (equitable) award

It is important to remember that Maryland is not a “community property” state and that marital property is not automatically divided 50/50. Dividing property 50/50 may or may not be the result a judge believes is equitable. This is an area where judges have wide discretion to do what they believe to be fair.

WHAT ABOUT ALL THE DEBT?

The answer is, it depends, because not all debt is treated the same. Marital debt is debt that is directly traceable to the acquisition of marital property. The easiest example is your mortgage; it is the debt that you agreed to undertake to buy your house. It is marital debt if the house was acquired during the marriage. An example of “just debt” that is oftentimes not marital debt is credit card debt, which is used by a lot of people to pay for gas, groceries, dinners out, vacations, and other expenses that do not

lead to the acquisition of anything you might still own—it is just debt.

Often, the source of trouble in a marriage is financial, and many couples going through a divorce come to court with heavy debt. If the debt is not related to the acquisition of marital property, the court does not touch the debt nor apportion it.

Even though the court might not apportion debt, that does not mean that the court will not take one party's debt into account when fashioning a monetary award or an award of alimony—quite the opposite. What it means is that while debt factors into other areas of the divorce, the court does not apportion debt and directly instruct one spouse to pay off the debt of the other spouse.

ALIMONY

Either a husband or a wife may petition the court for alimony. Alimony is best described as a payment, usually monthly, that one spouse pays to another to equalize their respective incomes. Alimony is income re-distribution. There are three types of alimony in Maryland, and each serves a very different goal.

PL ALIMONY

The first type of alimony you will encounter in your case is temporary alimony, or alimony pendente lite. PL alimony is alimony granted until the litigation is finished, with the purpose to allow one spouse enough money to support himself or herself, or often to maintain the lifestyle (meaning debt load) he or she enjoyed during the marriage while the case is pending.

The only factors that are considered by the court for pendente lite alimony are the relative financial abilities of the spouses to support themselves, the need, and the ability to pay. A party seeking pendente lite alimony must show a need for temporary alimony (expenses greater than means) and the other party's ability to pay temporary alimony (income greater than expenses).

REHABILITATIVE ALIMONY

At the final divorce hearing, there are two types of alimony considered by the court, rehabilitative alimony and indefinite alimony. Rehabilitative alimony (also called "statutory alimony") is alimony for a fixed period of time: it has an expiration date.

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The purpose of rehabilitative alimony is to help a dependent spouse get to a place where he or she can be self-supporting. It involves a fixed period of months or years to allow a financially dependent spouse to get re-education or re-training and to reenter the workforce at an entry level job and work his or her way up to a better paying position.

Many times, one spouse has either left the workforce for a number of years or greatly reduced his or her presence in the workforce in order to raise the couple's children, while the other spouse has continued to work and has progressed in his or her career. When the spouse who left the workforce tries to come back into the workforce, he or she often has to reenter the workforce at a reduced role in order to climb up to a level closer to that of the spouse who stayed in the workforce throughout the marriage.

Rehabilitative alimony bridges that gap, and also provides time for education or other job-related training. It is by definition limited, and is based off of a specific plan presented by the dependent spouse to attain self-sufficiency.

THERE ARE A NUMBER OF FACTORS THE COURT CONSIDERS, INCLUDING:

1. each spouse's ability to be self-supporting
2. any time needed to educate or train
3. the standard of living established during the marriage
4. the duration of the marriage
5. the contributions, monetary and non-monetary, of each party to the well-being of the family

6. the circumstances that contributed to the estrangement of the parties
7. the age of each party
8. the physical and mental condition of each party
9. the ability of the party from whom alimony is sought to meet his or her own needs while meeting the needs of the party seeking alimony
10. any agreement between the parties
11. financial needs and resources, institutionalized spouse
12. any other factors the court wishes to examine to arrive at a fair and equitable award.

INDEFINITE ALIMONY

Indefinite alimony is simply a fixed amount of alimony paid to a spouse without an end date. While often incorrectly called “permanent alimony,” it is not permanent, because an end date can/will be determined by the court at a later date if/when there is a material change in circumstances of either party. Indefinite alimony comes into play if the dependent spouse is unable to work, or if the dependent spouse’s maximum level of self-sufficiency is “unconscionably” below the economically dominant spouse’s income level. “Unconscionable” means a substantial difference in incomes, not just one spouse making more than the other.

When considering indefinite alimony, the court starts by looking at rehabilitative alimony. If the dependent spouse is unable to meet his or her own needs, and falls into the “indefinite” category

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for one reason or another, the court makes an indefinite award, which has no fixed date to terminate.

Unlike child support, which is calculated using a mandatory formula that is presumptively correct and applied the same by every judge in every courthouse across the state, alimony is done on a discretionary basis by the judge. This means a trial judge has wide discretion in determining the amount and the length of alimony, or even whether or not alimony is awarded at all.

There are alimony guidelines published by different sources, which the courts recognize as guidance, but their acceptance varies wildly from judge to judge, and they are not mandatory. There is a great deal of discretion in an award of alimony, and while no one factor in the law is more important than another, because there is a human element in the judge awarding the amount and length, some elements can be more powerful than others to sway an alimony issue your way.

CHILD CUSTODY

Child custody issues are some of the most difficult and emotional issues to deal with in a separation or in a divorce. A parent who goes into court unprepared or under-educated about this area may come out with only a minimal access schedule with his or her children.

In Maryland, there are two types of custody: legal custody and physical custody, and each is very different.

Legal custody is the ability of a parent to make major decisions in his or her child's life, such as health care, religion, and educational issues. Decisions that fall into the ambit of legal custody are decisions that two parents would normally sit down and discuss if they were an intact family unit. Legal custody can be best described as working on a spectrum. On one end is sole legal custody, where one parent is able to make decisions without ever informing the other parent of the issue or seeking that parent's input. On the other end of the spectrum is joint legal custody, where the parents make important decisions together. Most cases fall somewhere between these two extremes.

Within the realm of joint legal custody, there are variations on how to break a tie or a deadlock. Sometimes, one parent is given "tie-breaking authority," which means that if the parents discuss an issue but cannot agree on a decision, one of the parents is able to break the deadlock and make a decision. Sometimes, the parties agree to go to mediation and ask for the

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help of a mediator, or even give the mediator the tie-breaking authority.

As part of their joint custody, some parents agree to use a parent coordinator to talk through important issues. But, unlike a mediator, this person can be used as a witness in court to testify to the reasonableness (or the opposite thereof) of the parents' conduct. The parent coordinator is often give the ability to make binding decisions in the event that the parents are unable to make decisions, but this tie-breaking authority is limited to certain areas of the child's life, like the times for pickups and drop offs, extracurricular activities, switching weekends, etc.

Physical custody concerns overnight access with each parent, or each parent's access to the child. Parties have shared physical custody of their children if the non-custodial parent has 128 or more overnights with the children (35% of the year). The effect of having 128 or more overnights is that child support decreases as the non-custodial parent spends more time with the child.

In making a determination as to who should be awarded custody of a child, the court considers the best interests of the child.

IN DETERMINING CUSTODY, THE COURT CONSIDERS:

1. the fitness of the parents
2. the character and reputation of the parents
3. the desire of the natural parents and the content of any agreement between them

4. the potential of maintaining natural family relations
5. the preference of the child, at least when the child is of sufficient age and capacity to form a rational judgment
6. any material opportunities affecting the future life of the child
7. the age, health, and sex of the child
8. the suitability of the residences of the parents, and whether the non-custodial parent will have adequate opportunities for visitation
9. how long the child has been separated from a natural parent who is seeking custody
10. the effect of any prior voluntary abandonment or surrender of custody of the child.

There are no easy answers when it comes to custody cases.

CHILD SUPPORT

Parents are expected to support their children. Child support is calculated by in-putting numbers into a formula called the Child Support Guidelines. The guidelines are mandatory and must be used by all judges across the state when calculating child support.

In order to calculate guidelines, we start with both parents' gross incomes (pre-tax). If alimony is being paid or received by either party, the incomes are adjusted by that amount. They are also adjusted if either parent is court-ordered to pay child support for another child. Based on those numbers, and based on the number of overnights if each parent has at least 35% of the overnights, other adjustments are made, including work-related daycare expenses, extraordinary medical expenses, health insurance costs for the child, and transportation and/or school fees.

The Maryland Child Support Guidelines apply to families whose total monthly income is below \$15,000.00. Above that cap, the court is no longer forced to accept the guidelines as mandatory, but they may use them if they choose to do so. The most common method for above-guidelines cases is called "extrapolation," where the judge simply projects the guidelines out as if they did not stop at the cap and uses the same formula to compute the monthly obligation.

We are often asked if judges consider parents' monthly expenses when calculating the guidelines. The general answer is no: there

is no place in the guidelines for the consideration of monthly expenses of the parents. The child support guidelines are about the children and certain child-related expenses.

Other people ask whether the court considers overtime income when calculating child support. The court does consider overtime income by averaging the overtime earned by the party over an extended period of time.

If a person is not working, the court may consider his or her “potential income” that he or she could earn, to prevent the person from not working being underemployed to avoid paying child support or to reduce the amount—although these cases can become complicated very quickly.

A distinction to keep in mind about the difference between child support and alimony: child support is not income; it is paid to the other spouse on behalf of the children, so income taxes are paid by the person paying the sum. Alimony is income allocation, meaning the payor does not pay income tax; the recipient of the alimony declares it as income and pays income tax on those amounts. Alimony is income redistribution.

PRENUPS AND SEPARATION AGREEMENTS AND THE 3 COMMON MISTAKES PEOPLE MAKE WHEN SIGNING THEM

Prenuptial agreements and separation agreements (postnuptial agreements) are contracts. One is done before the marriage to specify what the parties wish to happen after they marry, if they separate and/or divorce; the other is done to formalize an agreement to separate and to define how to resolve the issues of the marriage.

Both are contracts, and both can become hot topics of litigation during a divorce. Here are 3 common mistakes people make when signing these agreements:

1. Assuming the agreement will not be valid and enforceable.

Often clients come to us and tell us they signed an agreement because they never believed their spouses would enforce the agreement. Whatever the emotion that creates this belief, you must assume that whatever agreement you sign will be enforced. The more unfair the agreement a client signs, the deeper his or her belief was that a spouse would not enforce the agreement. And the more shocked he or she is that the agreement may be valid and enforceable.

Always assume the agreement you are signing is going to be enforced.

2. Not making very specific disclosures in the agreement.

From a legal standpoint, there are number of different factors judges look at when deciding if prenuptial or separation agreements are valid. One of the most important is full, frank, and truthful disclosure of income and assets.

The more detailed the disclosure of assets and income is, the less likely it is your spouse can claim fraud or that he or she did not know what he or she was giving up when signing the agreement.

3. Not consulting with an attorney before signing an agreement.

Only an attorney experienced in domestic matters can be relied upon to give legal advice about these kinds of agreements. Friends, family members, mental health professionals, and other trusted people in your life all serve an important purpose, but their role is not to give legal advice. Only an experienced attorney can explain the legalities and the practicalities of your situation and explain what is being given up or gained by signing an agreement.

A prudent way to protect yourself is to give your spouse money for a consultation with an experienced attorney before he or she signs the agreement. While it may seem like a waste of money if your spouse wants to sign an agreement containing terms the two of you worked out yourselves, there is great legal significance placed on having an attorney review the agreement and dispense advice. If your spouse tries to dispute the agreement but was

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given the chance to have an attorney explain the agreement, it will be much harder for your spouse to say he or she did not understand the agreement or was forced to sign it.

DO YOU NEED AN ATTORNEY FOR YOUR DIVORCE?

The answer to this question depends on your circumstances. These days, there is a lot of information about the divorce process that is available for free on the Internet. If your situation is uncontested, or if there are no children and there is little marital property or income to fight about, you may be able to fill out the forms and file the divorce on your own. But there are pitfalls with trying to do it yourself, and you only get one chance to do it right.

The more you have at stake, the more you have to lose, and the more important it is to get it right.

Our suggestion is to at least have a consultation with an attorney to find out some basic information and to be able to give the attorney some detail about your situation and your goals. The most informative consultations between attorneys and prospective clients are really exchanges of information back and forth. Both the attorney and the client should ask questions of each other.

The earlier that consultation with an experienced attorney happens, the better. Mistakes can be made early on in the process that can make these situations far more difficult than they need to be. Consulting with an attorney involves more than just hiring someone to file papers with the court. A good attorney

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should be giving you practical advice about how to conduct yourself so that you can successfully shape the process—not be a victim of it.

WHO WE ARE

We are a small law office, and we like it that way. We believe that maintaining a small office is the best way to give our clients the personal attention they deserve. We do not advertise on television and you will not see our ads on the side of a bus. Because we are small and want to give personalized attention to our clients, we do not accept every case that comes through our door. When we meet with a potential new client at an initial consultation, we make sure that we are a good fit for each other.

Before we accept a case, we sit down and speak, face-to-face. The initial consultation is always the first step in building a relationship. It allows us to exchange information with each other. It also allows you to develop a comfort level with us, our office, and the way we handle our cases.

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WHAT YOUR SPOUSE DOESN'T WANT YOU TO KNOW:

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Frank C. Gray, Jr.'s compact and clearly organized book, designed to help Maryland residents understand the legal aspects of the divorce process, guides readers through decisions such as whether to consult a lawyer and how alimony is calculated.

Written in clear language, this book expertly defines basic terms and concepts, as Mr. Gray guides readers through what can be a difficult and emotionally draining process.

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