NEW YORK STATE BAR ASSOCIATION

LEGALEase

Divorce & Separation

The unprecedented increase in the marriage failure rate during this century and the latter part of last century has had its effect, directly or indirectly, on virtually every family in the country. The following information is designed to briefly summarize New York State's divorce laws.

Marriage is a civil contract. In accordance with the "Marriage Equality Act" signed into law in 2011[1] New York recognizes valid same-gender as well as opposite-gender couples. The state has an interest in preserving marriages. Accordingly, the marriage relationship only can be dissolved by a court, by either a divorce or an annulment. It also may be altered by a decree of separation granted by our courts. In any case, there must be a proceeding in the Supreme Court (which contrary to conventional thinking is not the highest court in New York State, but rather the trial court of general jurisdiction) in which the person seeking the divorce, separation decree or annulment must prove a basis for the divorce.

Pursuant to legislation signed into law by the Governor of New York State in 2010, New York will grant a divorce when there has been an irretrievable breakdown of the marriage, for six (6) months or longer, joining the rest of the country in instituting "no-fault" divorce.[2]

New York continues to have what is called a conversion divorce mechanism whereby parties can obtain a divorce pursuant to a separation decree or a separation agreement for more than a year and the party seeking the divorce has substantially complied with the terms of the separation decree or the separation agreement. Additionally, other fault grounds exist as noted below.

In order to get a judgment of separation, pursuant to DRL § 200, a party must prove cruel and inhuman treatment, abandonment, non-support, adultery, or imprisonment.

What are the grounds for divorce?

Four of the "grounds" in this state are based on the fault of one of the parties:

(1) cruel and inhuman treatment;

(2) abandonment for one or more years;

(3) imprisonment for three or more years; and

1. Domestic Relations Law (DRL) § 10-a.
2. Domestic Relations Law (DRL) § 170(7).

(4) adultery.

The other ("no fault") grounds are:

(1) one year of living apart under a separation agreement;

(2) one year of living apart under a separation decree granted by a court;

(3) an irretrievable breakdown of the marriage for a period of at least six months, provided that one spouse has so stated under oath.

These "no fault" grounds afford New Yorkers a basis to get a "no-fault" divorce, in which neither spouse is judged to be at fault. Unquestionably, the "no fault" laws will provide a disincentive for people who wish to challenge the basis for the divorce.

New York's "No Fault" Ground: What is "irretrievable breakdown of the marriage"?

An irretrievable breakdown of the marriage allows one spouse, unilaterally, to end a marriage and to do so without the agreement of the other spouse. However, the 2010 law provides that a court cannot grant a judgment of divorce unless and until the economic issues of the marriage are dealt with.

To prove the ground of irretrievable breakdown of the marriage the party seeking the divorce must demonstrate that: (1) the relationship between husband and wife has broken down irretrievably; (2) for a period of at least six months; (3) provided that one spouse states this under oath; and (4) proves that the "economic issues of equitable distribution of marital property, the payment or waiver of spousal support, the payment of child support, the payment of counsel and experts' fees and expenses as well as the custody and visitation with the minor children of the marriage have been resolved by the parties, or determined by the court and incorporated into the judgment of divorce."[3]

What is "cruel and inhuman treatment"?

Cruel and inhuman treatment can involve either physical or mental cruelty. To be a reason for divorce, the treatment must have such a serious effect on the physical or mental health of the divorce-seeking spouse that it is not safe or proper for the parties to continue the marriage.

3. DRL § 170(7).

Some examples of acts that courts have held to be cruel and inhuman treatment for divorce purposes include physical attacks upon a spouse; constant screaming, profanity or other verbal abuse; gambling away the household funds; staying away from the house too often without an explanation; going out with another man or woman; and wrongfully accusing the other spouse of adulterous relations with another man or woman.

Alcoholism, by itself, usually is not a sufficient basis for divorce, unless your spouse becomes cruel or violent when intoxicated, so that you fear for your health and safety.

Mental illness also is not a sufficient basis for a divorce on the grounds of cruel and inhuman treatment, unless a spouse's other behavior could be defined as "cruel and inhuman treatment." However, mental illness is not a defense to cruel and inhuman treatment. Nevertheless, a court may declare a marriage void when a spouse has been incurably mentally ill for a period of five (5) years or more.

The courts have held that when there is long-term marriage (often fifteen or more years married) the acts of cruelty must be more substantial to justify a divorce. What might be cruel in a short marriage may not be sufficient basis for divorce in a more mature marriage relationship.

Each case, however, stands on its own facts. The court decides whether or not these facts justify a dissolution of the marriage. Generally, the acts or conduct on which the divorce is based must have occurred within five years prior to the commencement of the action to be considered by the court.

What does "abandonment for one or more years" mean?

Abandonment means that your spouse has intentionally left you without your consent, and of his or her own accord (that is, you did not force or lock your spouse out of the house) and without justification.

You must also prove that your spouse had no good reason for leaving (such as your ill treatment or your consent), that your spouse left with the intention of never returning, and that your spouse did not offer in good faith to return.

Unjustified refusal by a spouse to have sexual relations is also considered a "constructive abandonment" and may also be considered cruel and inhuman treatment.

Abandonment must exist for a continuous period of at least one year before the action is started to be a basis for divorce in this state. There is no statute of limitations on abandonment, but it will depend on specific facts such as health issues, livelihood, compelling family obligations or other reasons.

However, a separation agreement eliminates the ground of abandonment, since when both parties sign an agreement, they consent to living apart.

What is the basis of divorce if a spouse has been in "imprisonment for three or more years"?

Divorce on the grounds of imprisonment for three or more years means that the defendant actually must have served three years or more in prison before an action can be brought; even if the conviction is later overturned or reversed.

What is adultery?

Bringing an action on the ground of adultery, especially if your spouse is going to contest it, is not a simple matter. The proof of adultery here is difficult. Generally, you are not permitted to testify against your spouse, and you must have a witness ready to convince the court that your mate did engage in sexual relations with another person. Adultery is usually proven by circumstantial evidence, that is, by showing that your spouse had the opportunity, inclination and intent to engage in sexual relations with the other person.

In addition, there are four defenses to the charge of adultery, and if any of these are proven, the court will deny the divorce:

1. "Procurement" or "connivance" — Procurement means that one spouse actively encouraged the other to commit adultery. Connivance is similar to "collusion" or "consent" by a spouse to the adultery.
2. "Condonation" or "forgiveness" — Having sexual relations with your spouse after discovery of his or her adultery is an absolute defense to your divorce action based on the adultery.

3. "Statute of Limitations" — This means that there is a time limit (five years from your discovery of the first unforgiven act of adultery) for you to bring the divorce action.
4. "Recrimination" — This defense means that you, too, were guilty of adultery. No matter how convinced the court is that adultery was committed by both parties, it is forbidden from granting a divorce on grounds of adultery. Thus, if each spouse proves the adultery of the other, neither can obtain a divorce against the other on that ground.

What about living apart and separations?

Living apart, without a formal written agreement of separation or a court judgment of separation, is not recognized as a ground for a New York State divorce, no matter how long you continue to live separately.

Regarding separations, there are only two valid ways to dissolve a marriage. Each requires separation of one or more years. The law requires that you and your spouse live apart either under a written contract of separation or under a court judgment of separation and the spouse seeking the divorce must have substantially complied with the terms of the agreement or judgment.

What is a separation agreement?

A separation agreement is a detailed contract which should be prepared by attorneys, where the parties agree to live separate for the rest of their lives. It should set forth the respective rights and duties of husband and wife with respect to the custody and access to children, support payments, distribution of property, and all other matters pertaining to the marital relationship.

Certain vital formalities must be carefully followed, or the written agreement will not qualify as a ground for divorce. Here, the skill and experience of the attorneys for the husband and wife are uniquely valuable in helping them reach an agreement that will be fair, just and reasonable to both parties and their children.

The agreement or a memorandum of the agreement is filed (with complete confidentiality) with the clerk of the county where either spouse lives. At

the end of one year from the date of the agreement, either spouse may file and serve a summons against the other for a "no-fault" divorce.

All that must be proven to the court is that the agreement was duly executed and acknowledged and was properly filed; that the spouses have in fact lived apart during the period of the agreement up to the time of the divorce action; and that the plaintiff has substantially complied with the terms of the separation agreement. The court will grant a divorce based on that proof.

What is a separation decree?

Another form of separation is through a judgment of separation granted by the Supreme Court. This judgment is based on the same four "fault" grounds as for divorce. However, the abandonment may be for less than a year. In addition, "non-support" is a ground for a decree of separation, although not for a decree of divorce.

One year after the filing of the court's judgment of separation, either party may sue for a "no-fault" divorce, based upon one year of living apart. A divorce does not occur automatically after a year. Court action must be taken.

What is an annulment?

An annulment is granted when a marriage is voidable or void from the beginning, that is to say, there was a defect at the time the parties entered into the marriage, enabling the court to render it invalid. Grounds for annulment are as follows:

Fraud: It may be annulled where the consent was obtained by fraud, provided the fraud was such that it would have deceived an ordinarily prudent person and was material to obtaining the other party's consent. The fraud must be such as to go to the essence of the marriage contract. Only the injured spouse, his or her parent or relative with an interest to avoid the marriage can obtain the annulment on this ground. Fraud claims include, but are not limited to: misrepresenting one's religious denomination or the intensity with which one practices; concealing one's inability to procreate, secretly carrying a disease or genetic disorder that would increase the risk of procreation; coercing one's husband into entering a marriage based on a false declaration of paternity; misrepresenting sexual

proclivities; and physically being incapable of consummating the marriage.

Non-age: Both parties must be over the age of 18 years, unless a party is between 16 and 18 years old and has parental consent to marry; or is under 16 years and has both parental consent and court approval to marry. No person under the age of 14 years may marry under any circumstances. A marriage between persons under the age of 18 may be annulled, at the discretion of the court, if the spouse under 18 wants an annulment, or an action may be maintained not only by the underage spouse, but also by either his or her parent or guardian.

5 years of incurable insanity: If during the marriage, either party becomes incurably insane for five years or more, the marriage can be annulled. However, the sane spouse may be required to support the insane spouse for life.

Mental Incapacity: A marriage may be annulled if one or both of the parties suffered from mental illness or retardation at the time the marriage was entered into. This ground is waived if the moving party remains in the marriage after his or her incapacity is cured.

Duress: The parties must knowingly consent to the marriage. It may be voided if either spouse consents to marry as a result of the force or duress of the other spouse; or if either spouse cannot understand the commitment they are about to make. This is also known as lack of consent. However, subsequent cohabitation, or evidence of forgiveness on the part of the coerced spouse, may disable his or her ability to plead under this ground.

Already married: If a spouse gets married before his or her previous marriage was legally dissolved or annulled, then the present marriage will be void.

How can a marriage be dissolved if a spouse has been missing?

Where your spouse is absent and missing for five years or more, you may bring a special proceeding in Supreme Court to dissolve the marriage. You must prove that your spouse has been absent for five successive years, without being known to be alive; that you believe that your absent spouse is dead; and that you made efforts to discover that he or she is still living, but no evidence proving otherwise was found. After the dissolution becomes final, the

reappearance of your absent spouse does not revive your marriage.

PROPERTY DIVISION
What is the equitable distribution law?

Division of property is covered by the equitable distribution law. The statute is founded on the philosophy that a marriage, especially one of long-term duration, is an economic as well as a social partnership. Two classes of property were created, known as "marital" and "separate" property. Marital property is all property acquired during the marriage (regardless of how title is held), except inheritance, gifts from third persons, compensation for personal injuries and property acquired after the start of a divorce action.

Marital property and marital debts are distributed between spouses in a dissolution action on flexible and equitable principles. Valuation of marital property may require expert advice. The distribution of marital property and the award of support as a result of matrimonial negotiations or proceedings may involve complicated and vital tax consequences to both parties which require expert advice.

SUPPORT AND FEES
What is spousal maintenance, child support and when does a court award counsel fees?

(a) Alimony and/or Spousal Maintenance

Alimony or Spousal Support under the statute is referred to as "maintenance". Maintenance generally falls under two categories: maintenance to be paid while the action of divorce is pending – called temporary maintenance or pendente lite maintenance – and maintenance to be paid after the action of divorce has concluded – called post-divorce maintenance.

For actions commenced after October 26, 2015, in the case of temporary maintenance, and January 25, 2016, in the case of post-divorce maintenance, the Court must follow certain guidelines to determine the temporary maintenance and post-divorce maintenance awards. The same formulas apply for temporary and post-divorce maintenance awards. At present, for purposes of these calculations, the payor's income will be capped at $184,000 (subject to

adjustment for cost of living every even-numbered year on January 31st).

Where maintenance payor paying maintenance and child support: There are two different maintenance formulas used by the Court. One formula is used where child support is being paid by the maintenance payor to the recipient spouse. Under this circumstance, the Court will apply two calculations. In the first calculation, the Court will determine the maintenance award by subtracting 25% of payee's (the spouse seeking maintenance) income from 20% of the payor's (the spouse paying maintenance) income up to $184,000. In the second calculation, the Court will add the payor's income up to $184,000 to the payee's income and multiply the combined incomes by 40% and subtracting the payee's income from the total. The lower of the two amounts is the presumptive amount of maintenance.

Where maintenance payor paying only maintenance: A different formula is used where no child support is being paid by the maintenance payor to the recipient spouse. Like in the case where child support is being paid, the Court will apply two calculations and the lower of the two amounts will be the presumptive amount of maintenance. In the first calculation, the Court will determine the maintenance award by subtracting 20% of the payee's income from 30% of the payor's income. Alternatively, in the second calculation, the award is determined by taking 40% of the parties' combined income using the payor's income up to $184,000 and subtracting the payee's income from that total.

With respect to only temporary maintenance awards: If the Court wishes to include additional income above the $184,000, it is within its discretion taking into consideration one or more of 13 factors. Moreover, the Court has flexibility to deviate from the presumptive amount of temporary maintenance if it finds that the presumptive award is unjust or inappropriate based on consideration of one or more of 13 factors. The Court shall consider and allocate, where appropriate, the parties' respective responsibilities for payment of the family's expenses (e.g., carrying charges on the marital residence) during the pendency of the action. Temporary maintenance awards shall end no later than the issuance of a divorce judgment or the death of either party however, the Supreme Court may limit the

duration of temporary maintenance (i.e., end prior to a divorce judgment).

With respect to only post-divorce maintenance awards: Post-divorce maintenance is determined by the Courts using the same maintenance formulas to determine temporary maintenance. The Court may consider income above the $184,000 and/or deviate from the presumptive post-divorce spousal maintenance upon consideration of 15 post-divorce maintenance factors. The 13 temporary maintenance factors are included in the 15 post-divorce maintenance factors. The post-divorce maintenance may be for a limited duration or non-durational. In the post-divorce maintenance statute, there is an advisory schedule based upon length of the marriage (i.e., the period from the date of marriage until the date of commencement of the action) for the duration of post-divorce maintenance. For a marriage of 0 to 15 years, the range is between 15% to 30% of the length of marriage. For a marriage more than 15 years up to and including 20 years, the range is 30% to 40% of the length of marriage. For a marriage more than 20 years, the range is 35% to 50% of the length of marriage. When setting the duration of post-divorce maintenance, whether or not the Court used the advisory schedule, the Court shall consider the post-divorce maintenance factors and must set forth in writing or on the record the factors it considered. The Court is expressly authorized to award non-durational maintenance in an appropriate case.

(b) Child Support

The basic child support obligation to be paid by the non-custodial parent is usually based upon a percentage of the combined parental income – presumptively $148,000 at present, but with discretion to also apply the percentage or a series of factors in determining support on income over that amount. For one child the amount is 17%, for two children 25%, for three children 29%, for four children 31%, and for five or more children, the child support award will be no less than 35%.

---

4. According to Ethics Opinion #258 issued by the New York State Bar Association's Committee on Professional Ethics, it would be improper for a lawyer to represent both spouses at any stage of the marital problem, even with full disclosure and informed consent of both parties, no matter how "friendly" the matter may appear on the surface.

In addition to the basic child support obligation, the non-custodial parent may be obligated to pay for a portion of the child care expenses related to the custodial parent's employment or education which would lead to employment. Health care expenses for the children are apportioned between the parents based upon their combined parental income. The non-custodial parent also may be directed to pay for educational expenses.

However, if the amount of the basic child support obligation is unjust or inappropriate, the non-custodial parent's pro-rata share of the child support obligation may be determined by other factors and not by the percentages mentioned above. The parents may avoid the use of the percentages in determining the amount of child support by executing an agreement setting forth the amount of child support which they believe to be fair. An agreement determining the amount of child support must satisfy certain technical provisions of the Child Support Standards Act.

A lawyer can help the parties comply with these technical provisions. Neither parent has any obligation to support a child once the child reaches 21 years of age. Child support may end before 21 years of age under certain circumstances such as the gainful employment of the child or the child's willful refusal to maintain a relationship with the non-custodial parent. Child support will be awarded by a Family Court as part of a child support proceeding or by Supreme Court as part of a divorce, separation, or annulment proceeding. Even if there is no matrimonial judgment awarded, the court will make an award of child support to the custodial parent.

Upon appropriate proof, child support orders can be modified upon a substantial change in circumstances, the passage of three years, or a fifteen percent change in a party's gross income.

(c) Counsel Fees

In 2010, the New York legislature also amended the law, creating a rebuttable presumption that counsel fees will be awarded to the spouse with less money. This allows the court to ensure that both parties are adequately represented from the beginning of the action. The parties and their attorneys are required to submit a sworn statement, or affidavit, to the court with financial information, including the cost of each respective attorney, enabling the court to make a determination.

Additionally the wealthier spouse will also be presumed to pay fees of any expert witness called at trial. It will be up to the parties to agree to a sum, or a court to order a sum for counsel fees, depending on the circumstances of your case.

Matrimonial Rules of Practice

There are rules in matrimonial cases, many of which concern client-attorney relationships and much of which should expedite and streamline court process. Some of these Rules include the following:

1. Prior to signing a retainer, a lawyer must give every matrimonial client a written statement of the Client's Rights and Responsibilities,[4] which is included at the end of this pamphlet.
2. Representation requires a written retainer which must ultimately be filed with and reviewed by the Court.
3. There are no non-refundable retainers in matrimonial proceedings. However, minimum fees are permissible if they meet certain standards.
4. Security interests (mortgages, confession of judgment) by your attorney must be specified in the Retainer Agreement and only are permitted by court order, once the opposing party is given notice.
5. Every sworn statement must be certified as truthful by the attorney. Most lawyers require clients to verify that the client has provided truthful information. If you tell your lawyer anything that will be contradicted by sworn statements in your case, the lawyer cannot certify anything the attorney knows to be untruthful.
6. If a fee dispute arises between attorney and client, the client may seek to resolve the dispute by arbitration pursuant to a fee arbitration program established by the Chief Administrator of the Courts and subject to the approval of the justices of the Appellate Divisions.
7. Expedited court proceedings (sometimes known as "fast track" cases) will be utilized. Many cases that do not involve complicated matters (complex cases sometimes involve economically valuing

closely held businesses) will be tried within six months after the court holds a preliminary conference. These conferences will be scheduled shortly after the first legal papers are served. Expert reports and responses will be served before trials.

These and other changes in the way contested matrimonial matters are handled should make the process more effective for everyone.

Statement of Client's Rights and Responsibilities

An attorney is providing you with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and the attorney, please read this document carefully.

If you ever have any questions about these rights, or about the way your case is being handled once you retain the attorney, you are responsible to ask your attorney. Your attorney should be readily available to represent your best interests and to keep you informed about your case.

An attorney may not refuse to represent you on the basis of race, creed, color, sex, sexual orientation, age, national origin or disability.

You are entitled to an attorney who will be capable of handling your case; show you courtesy and consideration at all times; represent you zealously; and preserve your confidences and secrets that you reveal in the course of the relationship, to the extent permitted by law. You are responsible to communicate honestly, civilly and respectfully with your attorney.

If you are hiring an attorney you and your attorney are required to sign a written retainer agreement which must set forth, in plain language, the nature of the relationship and the details of the fee arrangement. Before you sign the retainer agreement, you are responsible to read it and ask the attorney any questions you have before you sign it. At your request, and before you sign the agreement, you are entitled to have your attorney clarify in writing any of its terms, or include additional provisions.

You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract. The

retainer fee you pay to the attorney, as is written in the retainer agreement, may not be enough money to pay for all the time that the attorney works on your case.

You may refuse to enter into any fee arrangement that you find unsatisfactory.

An attorney may not request a fee that is contingent on the securing of a divorce or on the amount of money or property that may be obtained.

An attorney may not request a retainer fee that is nonrefundable. That is, should you discharge the attorney, or should the attorney withdraw from the case with Court permission, before the retainer has been used up, the attorney is entitled to be paid commensurate with the work performed on your case and any expenses. The attorney must return to you any balance of the retainer that has not been used. However, the attorney may enter into a minimum fee arrangement with you that provides for the payment of a specific amount below which the fee will not fall based upon the attorney's handling of the case to its conclusion.

You are entitled to know the approximate number of attorneys and other legal staff members who will be working on your case at any given time and what you will be charged for the services of each.

You are entitled to know in advance how you will be asked to pay legal fees and expenses, and how the retainer, if any, will be spent.

You may be responsible at the beginning of the case or before or after the trial to contribute to or pay the other party's attorney's fees and other costs if the Court has ordered you to do so.

The other party may be responsible to contribute to or to pay your attorney's fees, if the Court orders the other party to do so. However, if the other party fails to pay the Court ordered fee, you are still responsible for the fees owed to your attorney and experts in your case.

You are required to pay for court filing fees, process servers as well as fees for expert reports, testimony, depositions and/or trial testimony and you may seek reimbursement from the other party.

If you engage in conduct which is found to be frivolous or meant to intentionally delay the case

you could be fined or sanctioned and/or responsible for additional fees.

At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case. That estimate shall be made in good faith but may be subject to change due to facts and circumstances that develop during your case. There are no guarantees that the cost of your case will be as originally estimated.

You are entitled to receive a written, itemized bill on a regular basis, at least every 60 days.

You are expected to review the itemized bills sent to you by your attorney, and to raise any objections or errors in a timely manner in writing. Time spent in discussion or explanation of bills will not be charged to you.

You are responsible to be honest and truthful in all discussions with your attorney, and to provide all relevant information and documentation to enable her or him to competently prepare your case. Attorneys and clients must make reasonable efforts to maintain open communication during business hours throughout the representation. An attorney may seek to be relieved as your attorney if you are not honest and truthful with her or him.

You are entitled to be kept informed of the status of your case, and to be provided with copies of correspondence and documents prepared on your behalf or received from the court or your adversary.

Your attorney is required to discuss the following with you: a) the automatic orders that are in effect once either party files a summons with notice; b) the law that provides for the financial support of the children, the Child Support Standards Act, if you and the other party have children under the age of twenty-one; and c) the law that provides for the financial support of the parties, the Maintenance Guidelines Statute.

You are responsible to be present and on time in court at the time that conferences, oral arguments, hearings and trials are conducted unless excused by the Judge or the part rules of the assigned Judge.

You are entitled to make the ultimate decision on the objectives to be pursued in your case, and to make the final decision regarding the settlement of

your case. Your attorney has the right to send you written communications if your attorney disagrees with how you want your case handled.

Your attorney's written retainer agreement must specify under what circumstances he or she might seek to withdraw as your attorney for nonpayment of legal fees. If an action or proceeding is pending, the court may give your attorney a "charging lien," which entitles your attorney to payment for services already rendered at the end of the case out of the proceeds of the final order or judgment. In some cases your attorney may exercise a "retaining lien" which, subject to Court proceedings, may allow them to keep your file as security.

You are under no legal obligation to sign a confession of judgment or promissory note, or to agree to a lien or mortgage on your home to pay for legal fees. Your attorney's written retainer agreement must specify whether, and under what circumstances, such security may be requested. In no event may such security interest be obtained by your attorney without prior court approval and notice to your adversary. An attorney's security interest in the marital residence cannot be foreclosed against you.

You are entitled to have your attorney's best efforts exerted on your behalf, but no particular results can be guaranteed.

If you entrust money with an attorney for an escrow deposit in your case, the attorney must safeguard the escrow in a special bank account. You are entitled to a written escrow agreement, a written receipt, and a complete record concerning the escrow. When the terms of the escrow agreement have been performed, the attorney must promptly make payment of the escrow to all persons who are entitled to it.

Once your Judgment of Divorce is signed, if you are re-retaining an attorney you must sign a new retainer agreement.

If you are expecting your attorney to prepare and file documents related to the transfer of a house, co-op or lease, that must be specified in the retainer agreement. The signing of an agreement or Court order that transfers title does not transfer a co-op apartment or a house. A separate document must be prepared and filed.

In the event of a fee dispute, you may have the right to seek arbitration pursuant to Part 137 of the Rules of the Chief Administrative Judge where the dispute involves a sum of more than $1,000.00 or less than $50,000.00 unless you agree otherwise. Your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

Receipt Acknowledged:

_____
Attorney's Signature

_____
Client's Signature

_____
Date

form 1400.2-1 (2/19)

This pamphlet, which is based on New York law, is intended to inform, not to advise. No one should attempt to interpret or apply any law without the aid of an attorney. Produced by the New York State Bar Association in cooperation with the Family Law Section.

NEW YORK STATE BAR ASSOCIATION
1 Elk Street, Albany, NY 12207 |

Order online at www.nysba.org/legalease or Call 1.800.582.2452
Product Code: A41323 | 2M 7/19