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PASTERNAK & FIDIS REPORTER

Divorce and College Expenses: How to Avoid Future Litigation

By Vicki Viramontes-LaFree

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Summer 2011

INSIDE ▶

Many couples expect their children to go to college. Some families start planning and saving for college as soon as a child is born. Custodial accounts have been a popular savings vehicle for college expenses. Increasingly, 529 plans have surpassed custodial accounts as a savings tool because of the tax benefits associated with these accounts. What happens to plans for a child's college education when a couple divorces? This article explores issues couples need to consider when negotiating a marital settlement agreement that may include obligations to pay for college.

Can a Court Order a Parent to Pay for College?

Both parents have a legal obligation to support their minor child until the age of majority. In the District of Columbia, the age of majority for support purposes is 21. In Maryland and Virginia, it is age 18, unless the child is in high school, in which case it is graduation, or age 19, whichever comes first. A court cannot order a parent to support an adult child. As a result, in Maryland and Virginia parents have no legal duty to pay for a college education absent a private agreement. A DC court could order a parent to pay for college but only for a child who is under 21.

Marital Settlement Agreements Providing for College Expenses

A marital settlement agreement is a binding contract. Separating couples who negotiate a settlement often include provisions to pay for college. A court has the authority to enforce such a marital settlement agreement, including terms for payment of college expenses that the court could not have imposed on the parties. Unlike support for a minor child, which a court can modify if circumstances change, the court cannot change the contractual obligation to pay for college. Therefore, it is important that a settlement agreement be clear and unambiguous in its terms and specify in detail each parent's obligations for college expenses.

How to Avoid Future Litigation Related to College Expenses

When former spouses get into a legal dispute about college expenses under a marital settlement agreement, it is often because the agreement was poorly drafted or did not take into account key contingencies, such as a parent's loss of employment. A court cannot rewrite a contract simply because a party negotiated a bad deal or the agreement omitted crucial terms. For example, in *Wesner v. Wesner*, 2005 Va. App. Lexis 139 (2005), the parties' agreement provided for sharing college expenses, defined as tuition, room and board, activity fees and books. The mother claimed the father breached by refusing to pay his share of room and board expenses while their daughter lived with the mother. The Virginia Court denied mother's claim and held that the agreement did not require the father to reimburse her for room and board expenses while the daughter lived with her. Had the parties wished to do so, they could have included a provision for each parent to contribute to room and board expenses including those incurred when the child lived with the other parent.

Discussed below, are issues separating couples should consider when negotiating a marital settlement agreement that includes college expenses:

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2011 Legislative Trends in Maryland Family Law

By Morriah H. Horani

The Maryland legislature entertained a multitude of family law bills in its 2011 session. The most remarkable change came to the divorce grounds statute (HB402). Maryland, in comparison to Virginia and the District of Columbia, has long had the most demanding requirements for the length and nature of a separation before a party could file for a no-fault divorce. Maryland has historically required that the parties be separated for two years or be separated by mutual and voluntary consent for 12 months before either party could file. By contrast, in Virginia and the District of Columbia, parties, under some circumstances, can file based on a six month separation; otherwise the waiting period never exceeds one year. Beginning on October 1, 2011 Maryland couples will now only have to wait one year to file for divorce, without any requirement that the separation be mutual and voluntary. The legislature made no changes to Maryland's fault grounds (desertion, adultery, cruelty).

Children also had a few significant gains. Prior to this legislative session, Maryland had a disjointed constellation of laws that penalized certain harmful acts to children. Maryland has now passed a law that directly makes child neglect a crime. The neglect of a child that "creates a substantial risk of harm" to the child's physical health or to the child's mental or psychological ability to function will now be a misdemeanor punishable by up to five years in jail and a $5,000 fine. Additionally, the legislature closed a legal loophole on child support collection. The legislature passed a bill that permits up to 25% of the net recovery in a personal injury case to be withheld and executed upon to satisfy a child support arrearage judgment. (HB 837).

Three Pasternak & Fidis partners have been named to *Bethesda* magazine's list of the top wills and estate lawyers in Montgomery County. **Nancy Fax**, **Marcia Fidis** and **N. Alfred Pasternak** were among only 22 attorneys listed. The article states that Pasternak & Fidis "has been one of Bethesda's best-known firms" in trusts and estates for three decades.

Pasternak & Fidis is pleased to continue sponsorship for the 2011-2012 season of Round House Theatre, a professional repertory theatre based in Bethesda and Silver Spring, Maryland. Round House produces adaptations of literary works and contemporary stage productions. Last season the firm was a sponsor of *Charming Billy,* an adaption of the book by Bethesda author Alice McDermott, which received very positive reviews and was held over for an additional week. Divorce & Family Law partner **Linda J. Ravdin** is a member of the Board of Trustees.

Pets also scored a meaningful victory this year. The legislature responded to evidence that pets are often abused in homes with domestic violence and that leaving a beloved pet behind can act as a deterrent for a victim to leave an abusive environment. Accordingly, to help protect pets and victims of domestic violence, the legislature passed a bill that allows a judicial officer issuing a protective order to also award temporary possession of a pet (SB747).

There also were a number of noteworthy bills that did not pass. The legislature received a host of bills to legalize same-sex marriage, but none were enacted in this session. Additionally, two bills relating to child custody and visitation saw defeat. One bill moved to create a presumption of joint legal and physical custody in contested custody cases. The other bill sought to establish greater rights for grandparents seeking visitation with their grandchildren. Although these initiatives did not gain favor, they are nonetheless a valuable reflection of the changing political landscape and the concerns of the legal community.

The firm will participate as a sponsor for the 2011-2012 season of the Rockville-based American Dance Institute. ADI offers classes and performances to bring emerging and professional dance companies to the DC area. Estate Planning & Administration partner **Anne Coventry** is a member of the Board of ADI.

Divorce and College Expenses

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Allocation of Responsibility. The agreement should specify whether one or both parents are obligated to pay for college. If both parents are to pay, the agreement should specify the amount or percentage each is to pay or provide a formula to allocate responsibility. Some agreements predetermine a fixed percentage (e.g. each parent pays 50 per cent). Some provide for a pro rata allocation based on each parent's income when the college expenses are actually incurred.

Defining the Type of Education Parents Are Obligated to Pay for. An agreement should expressly state the type of education that a parent is obligated to pay for and whether it is limited to a four-year program to lead to a bachelor's degree. Many agreements broaden the scope to include a vocational or trade school, or other post-secondary school program designed to train the child for suitable employment. The agreement should be sufficiently specific to exclude graduate or professional school unless the parents intend to obligate themselves to pay for it.

Payment for College Visits, Applications and Entrance Exams. Typically, college expenses begin when a child is in high school. High school students take entrance exams. Some students take preparatory courses prior to taking these exams and some take the exams multiple times to better their score. Separating couples should consider how to pay the fees associated with these exams. Many students make campus visits to schools they are interested in. Will one or both parents be involved in the college visits? Who will pay for the costs of these visits? Finally, couples need to think about the cost of applications, how many and which colleges a child should apply to, which parent is responsible to assist the child with the applications, and who will pay the application fees.

Obligation to Cooperate in Financial Aid Applications. Some colleges require that both parents fill out a financial aid form. A settlement agreement should require the parties to cooperate with the college application process, including providing financial information and filling out necessary paperwork, including financial aid forms.

Definition of College Expenses. Agreements that fail to define college expenses have been the source of much hotly contested litigation. At a minimum college expenses include tuition and required fees. If the child may go to a school away from home, it will need to include room and board. Parties should consider other items, including: non-mandatory fees for activities, tutoring, transportation costs to and from school, a computer and other necessary hardware, software and online services, a car and related expenses such as insurance, cell phone, a reasonable living allowance for such things as clothes, laundry, social activities and other incidental expenses, and a semester abroad. The reasonable living allowance should be an agreed upon amount that both parents determine on an annual basis or as needs dictate. For some parents, they may agree to suspend, or not, the living allowance when the child is home for the holidays and in the summer.

Tuition Cost Limitation. Some parents may want to put a dollar limit on his/her college expense obligation. For example, the obligation could be limited to the cost of tuition at a specific private college or a state university as an in-state or out-of-state student. Such a limitation does not prevent the child from going to a different and more expensive school. It just means he or she will have to find the money to pay for it.

Other Limitations. Other limitations on a parent's obligation that are commonly used include the right to approve of the child's choice of school, the child maintaining a specific grade point average or remaining a student in good standing, attending school full-time, making reasonable progress toward completion of a degree, and specifying the child's age to which the obligation extends. Colleges do not provide grade reports to parents. If an agreement conditions the parental obligation on the child maintaining a minimum grade point average, it could further condition it on the child giving the parent access to his or her grades.

Child's Contribution through Employment, Financial Aid and Loans. Although the child is not a party to the settlement agreement, it is appropriate for parents to consider their expectations about whether the child will contribute to his or her college expenses. The agreement could include a provision that the child will be expected to apply for financial aid, including both grants and loans, and to contribute a reasonable amount to his or her college expenses from savings and employment.

Application of Financial Aid. A settlement agreement should address how financial aid is applied. When there is a dollar cap on the parental obligation, it is often appropriate to have such aid apply first to that portion of college costs that exceed the cap. This would allow a child to go to a more expensive school than a parent is obligated to pay for.

> Business, Real Estate & Litigation Group partner **Roger A. Hayden, II** was appointed chair of the Civil Committee for the Collaborative Law Section of the Bar Association of Montgomery County, Maryland.

Application of Custodial Accounts, 529 Plans and Other Funds Set Aside for College. Many families have custodial accounts and 529 plans for their children's college education.

UTMA Custodial Accounts. In Maryland, Virginia and the District, under the Uniform Transfers to Minors Act (UTMA), an adult may set up a custodial account for a child. The donor may designate the donor or a third party as custodian of the account. Only one person may be named as the custodian. When a couple divorces, they may need to make decisions on the management of their child's UTMA account. For example: Should there be a change in the custodian? Will the non-custodian parent have a right to receive account statements? Will the non-custodian parent have input in changing the investments? Who decides how the UTMA funds are spent?

An UTMA account is an irrevocable gift to the child. An UTMA account belongs to the child, not the parent. In Maryland, for example, a custodian must transfer the account to the child when he or she reaches 18, unless the child's rights were established by a will, trust or other instrument; then the transfer must occur when the minor reaches 21. Moreover, a parent cannot use the child's UTMA account to meet the parent's legal obligation to support the child during minority or the parent's contractual obligation to pay for college. In a Maryland case, *Brodsky v. Brodsky*, 570 A.2d 1235 (1989), an adult daughter sued her father for her custodial accounts. The Brodskys signed a settlement agreement that obligated the father to pay for their daughter's college education. The father set aside money in custodial accounts. But he was not entitled to use them to pay college expenses because they

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Post-2010 Estate Tax Law: Trusts Are Still Relevant

By Stephanie T. Perry

The Tax Relief, Unemployment Insurance Reauthorization, and Job Creation Act of 2010 increased the federal gift, estate and generation-skipping transfer tax exemptions to $5 million per person. This means fewer decedents will be subject to federal estate tax. It also created portability. This means a deceased person can transfer his or her unused federal estate tax exemption to a surviving spouse. With the increased exemptions and portability, many may now wonder why they still need to focus on estate planning at all, much less consider using a trust, if the value of their estate is less than $5 million (or less than $10 million for a married couple). With a $5 million federal estate tax exemption, why not just keep it simple and leave everything outright to your beneficiaries?

For starters, the 2010 Tax Relief Act is a temporary law. If Congress does not act, the increased exemption and portability will expire. On January 1, 2013, the federal estate tax exemption will revert to $1 million and portability will disappear. Even if the temporary law becomes permanent, there are good reasons for everyone to do their estate planning and, for some, to consider using trusts.

Control:

Planning with trusts allows you to control what happens to your assets. If you leave assets outright to a beneficiary (a spouse, child or others) the beneficiary controls what ultimately happens to those assets. For example, if Roberta leaves her entire estate outright to Max, her surviving spouse, with the expectation that Max will leave everything to the couple's children, there is no way (short of a postmarital agreement) to ensure that he will, in fact, stick to the plan. Max could, for example, disinherit the couple's children. Also, if he remarries, his new spouse will be entitled to a certain percentage of his estate at his death, including part of the assets Roberta left to him. If Roberta leaves her assets to Max in trust, she can determine who receives them when he dies. She gets the peace of mind of knowing that her estate plan is safe from being disrupted.

Asset Protection:

When the planning objective is to provide for the support of a beneficiary, a trust may be designed as a spendthrift trust. The beneficiary of such a trust is not permitted to assign or transfer his or her interest in the trust to another person or entity. A creditor cannot seize assets of the trust to satisfy the debts of the beneficiary. A creditor cannot force the trustee to make distributions from the trust for payment of a beneficiary's debts. The ability to protect beneficiaries from claims of creditors, and to protect beneficiaries from themselves, is a big advantage of trust planning.

Generation-Skipping Transfer (GST) Tax:

The GST tax is imposed on transfers to grandchildren and more remote descendants. The GST tax exemption is the amount you can pass to these beneficiaries without incurring GST tax. Portability does not apply to the GST tax exemption. Therefore, any unused GST tax exemption of the first spouse to die will be lost. So, for a married couple who want to maximize their combined $10 million GST tax exemption, each spouse could create a $5 million trust for the grandchildren at his or her death.

State Estate Taxes:

Even if the federal estate tax exemption remains at $5 million, the state death tax thresholds for Maryland and D.C. have not been increased. Maryland and D.C. both impose an estate tax on estates in excess of $1 million, with a tax rate that ranges from 5.6% to 16%, depending on the size of the estate. (Virginia does not have an estate tax.) If you own property in another state, there may be a state estate tax applicable to that property at death. Portability does not apply to the state estate tax. A trust can help avoid or minimize the state estate tax.

For example, Arthur and Marianne are married and reside in Maryland. They have a $10 million combined estate. Each owns $5 million in assets. If Arthur dies first and leaves everything outright to Marianne, no estate taxes (federal or state) will be due at his death. At Marianne's death her estate will be worth $10 million ($5 million from Arthur plus her $5 million). Her estate will not be subject to federal estate tax; because of portability she has a $10 million federal estate tax exemption. However, her estate will be subject to Maryland estate tax on the whole $10 million. The couple loses the benefit of sheltering $1 million from Maryland estate tax and the rate of tax on the combined $10 million will be higher.

The parties could save some taxes with proper planning. For example, Arthur could leave Marianne $1 million in a trust and the remaining $4 million in a second trust. By doing so, there will be no federal or state estate tax due at Arthur's death. Then, when Marianne dies, the couple will have sheltered $1 million from Maryland estate tax and reduced the rate of Maryland estate tax on the remaining $4 million. In addition to the Maryland estate tax savings, creating the trusts for Marianne will shelter Arthur's $5 million from the federal estate and GST taxes.

Conclusion:

Congress has created an incredibly uncertain estate planning environment. Unfortunately, it doesn't appear things will become clearer any time soon. What is certain though is that, despite changes that may be made to the estate tax law, trusts will continue to be an effective tool for meeting any number of estate planning objectives: asset protection; charitable planning; control; tax planning; confidentiality; planning for incapacity; avoidance of probate; preservation of assets; protecting beneficiaries from themselves and others; and the list goes on. Whether you should include a trust as part of your estate plan is something you should consider and discuss with your attorney so that you can create a plan that addresses your particular circumstances and goals.

Divorce & Family Law partner **Vicki Viramontes-LaFree** was featured on WAMU-FM's "Kojo Nnamdi Show" in early April discussing the topic of collaborative divorce. As explained by Vicki, collaborative divorce uses a "team approach" to find "mutual and respectable" solutions…. "in a non-adversarial manner." Vicki is the incoming president of the Montgomery County-based Collaborative Dispute Resolution Professionals. (Go to our website www.pasternakfidis.com and see the press release on the show for a link to the audio of the entire interview.)

Six Options to Pay College Expenses

By Elizabeth S. Kim

According to The College Board Advocacy and Policy Center's *Trends in College Pricing 2010*, tuition at four year public colleges and universities increased at the rate of 5.6% per year (over the rate of inflation) from 2000-2010. With the rising cost of education, families should consider the options below to fund a child's education.

Tuition payment directly to an educational institution: Any individual may pay tuition directly to an educational institution for another person. This payment is not a gift for federal gift tax purposes as long as it is only for tuition (not fees, living expenses, study materials, or a computer) and is to a qualified educational institution.

Gift to an individual: In addition to paying tuition directly, an individual may make a cash gift to the student up to the annual gift tax exclusion of $13,000 ($26,000 if the donor is married). This can be used to pay any other expenses, such as living expenses, study materials, and a computer.

Education Savings Account (ESA): For a child under the age of 18, a donor may invest up to $2,000 per year which will grow tax free for qualified educational expenses. Funds may be withdrawn for another purpose; however the withdrawal is subject to a 10% penalty. In 2013, the contribution limit reverts to $500. The funds should be used before a beneficiary attains the age of 30 (or the beneficiary may be changed to another family member). An ESA is available only for single filers with adjusted gross income of $110,000 or $220,000 for married couples filing jointly. The U.S. Department of Education treats ESAs as parental assets to minimally affect financial aid of the student.

Section 529 Plan: Section 529 of the Internal Revenue Code allows states and educational institutions to provide plans for tax-free earnings to cover tuition, fees, study materials, and supplies at accredited U.S. higher educational institutions (and some foreign institutions). The fund manager invests the funds in selected asset allocation portfolios. Federal income taxes are not imposed on the earnings when funds are used for qualified higher education expenses. Participants do not need to reside in a state to participate in that state's plan. Some states offer a state income tax deduction for contributions made to the state plan. A donor may fund up to five years of a 529 plan in a single year. A contribution of the annual gift tax exclusion amount of $13,000 could be multiplied by five, for a total $65,000 lump sum contribution in one year that is not subject to gift tax. This amount can be doubled to $130,000 for a married couple. A valuable online resource for 529 plans is www.savingforcollege.com.

Uniform Transfers to Minors Act (UTMA) accounts: An UTMA account is established for a specific beneficiary. The funds may be used for any purpose benefitting the beneficiary, including education. If the donor is the custodian, the account will be included in his/her estate for estate tax purposes. Income earned in an UTMA account is subject to income taxes, unlike 529 plans. Upon attaining the age of 21 (or 18 in some states), the child may spend the funds as he/she wishes. Therefore, a parent who overfunds an UTMA account assumes the risk that the adult child will spend the funds irresponsibly.

A trust for the benefit of the child: A trust can hold funds for the benefit of a child for any purpose, including education, well beyond the age of 21. The donor can control the distribution standards of the trust and where remaining trust assets will go upon a beneficiary's death. A trust is more expensive to set up than the other options but is preferred when gifting large amounts to a young beneficiary.

Parents and other family members planning for a child's education should discuss their options with their financial advisor and estate planning lawyer.

In April, Estate Planning & Administration partner **Anne Coventry** and Business, Real Estate & Litigation associate **Jeremy Rachlin** co-presented a continuing legal education course to the New Practitioners Section of the Montgomery County Bar entitled "Nuts and Bolts of Estate Planning and Litigation." Anne discussed basic estate planning principles, including the choice of estate planning vehicles, and mechanisms for avoiding probate and estate tax. Jeremy spoke about estate litigation and the basis for challenging the validity of wills and trusts.

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belonged to the daughter. This illustrates the importance of a marital settlement agreement that takes into account how to apply pre-existing or future savings. The agreement can provide that a parent is entitled to credit against his or her obligation for existing or future savings when funds are spent for college or distributed to the child, if required by law, whether or not the child uses such funds for educational purposes. With existing college savings accounts, the divorcing couple should consider how the funds will be credited to each parent's obligation (i.e., equally or pro rata).

Section 529 Plans. Increasingly, 529 accounts are surpassing custodial accounts because of the control retained by the donor and the tax advantages. Unlike UTMA accounts, the donor retains control of 529 accounts. Generally, the named beneficiary has no legal rights to the funds. The donor determines when distributions are made and for what purpose. A 529 account is not an irrevocable gift to a child; rather, it remains the property of the parent-donor. Therefore, a court can consider it marital property subject to division at divorce. A couple could agree that these funds are to be used solely for the child's education and are not to be divided as part of the division of property.

A marital settlement agreement may be in place for many years, especially if parents have an obligation to pay for a college education. Divorcing parties should work closely with their lawyers to make sure that each party's rights and obligations are clear and unambiguous and accurately reflect the deal each party has bargained for. The last thing anyone wants is to be sued by an adult child or the other parent because the college expense provisions in an agreement drafted years earlier were not well thought out.

Mediation in Trust and Estate Disputes: An Idea Whose Time Has Come

By N. Alfred Pasternak

Lawyers and other observers agree that the coming years will see a dramatic increase in the number and complexity of trust and estate disputes. There are several reasons. First, estates are becoming larger and more complex because there are a greater number of older people with money. Second, partly as a result of do-it-yourself will and trust forms available online, there has been a proliferation of poorly drafted and incomplete wills and trusts. Third, many families remain without estate plans even as estates grow and life-spans get longer. Fourth, an increased number of nontraditional and blended households have been formed.

Historically, trust and estate matters have almost always been tried before a judge in a formal court proceeding. The cases may involve tax, real estate, business succession, family law, corporate law or estate administration issues. Generally, judges will not be familiar with all of these areas of the law. Without expertise, even the most well-meaning judge may resolve one issue only to inadvertently spark others and spur further litigation.

Mediation and arbitration are well-known alternatives to formal litigation. Mediation is much less costly than a legal proceeding. Mediation has the additional advantage for a dispute involving a trust or estate in that the process allows the parties to investigate common ground. Thus, it can help preserve family relationships.

The mediation process begins when both parties agree on a mediator with particular expertise relevant to the issues that need resolution. Sometimes the mediator will be someone who dedicates his or her practice solely to mediation. In other cases, the mediator will be an attorney who specializes in the relevant areas of the law.

The process is generally as follows. Each side will provide the mediator with a memorandum outlining the issues to be resolved. The mediator then schedules a meeting with all the parties, because often the very process of getting the parties in the same room in a neutral setting to hear the other side will begin to bridge the gap between them. The parties can agree to resolve as many issues as possible and agree to disagree on other issues. Agreeing on some issues may give the parties hope that they can tackle the remaining issues and resolve them as well at a later date.

Mediators, unlike judges, are in a position to assist the parties by suggesting alternative solutions and urging each to make a small concession that will encourage the other side to do likewise.

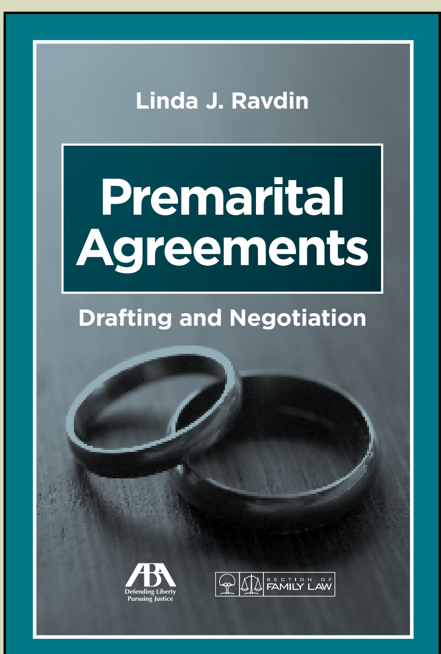
Mediation has a surprisingly high success rate in resolving disputes, both in terms of settlement rate and participant satisfaction. Because mediation can be used early in the litigation process, there can be a significant savings in legal fees. The parties are free to create their own solution, rather than having a judge or arbitrator force a decision on them.

The mediation process is confidential so that everything that happens during the process is kept under wraps. This is often reason enough for the parties to agree to mediate their differences. Statements made in mediation cannot be used against a party if the mediation is unsuccessful and the parties end up in court.

Mediation works and is particularly well suited for trust and estate disputes.

Alfred Pasternak provides mediation and dispute resolution services involving trusts and estates.

Managing Partner **Nancy Fax** has been elected to the Executive Committee of the Board of Regents of the American College of Trust and Estate Counsel (ACTEC) as an at-large member. ACTEC is a prestigious nonprofit lawyers group whose mission is to promote and enhance the practice of trust and estate law. Its 2,700 members are chosen in a rigorous nomination and selection process and must demonstrate the highest level of integrity, commitment, competence and experience as trust and estate counselors.



In August, the American Bar Association will publish *Premarital Agreements: Drafting and Negotiation* by Divorce & Family Law Group partner **Linda Ravdin**. This primer focuses on the fundamentals of crafting a valid agreement, ethical and practical techniques for negotiating the agreement and how to draft the terms to best meet the needs of the client. Linda is a recognized national expert on premarital agreements and the co-author of the *Domestic Relations Manual for the District of Columbia* (Lexis-Nexis) as well as co-author with Estate Planning & Administration Group partner **Marcia Fidis** of *Premarital and Domestic Partnership Agreements* (MICPEL).

P & F News

The Estate Planning & Administration Group has recently welcomed two new associates, **Stephanie Perry** and **Adam Swaim**. Stephanie received her law degree from Emory University School of Law. While in law school she clerked for the Fulton County Probate Court in Atlanta. After graduation she worked at law firms in Atlanta, concentrating in estate planning and administration for high net worth clients. Adam, who is admitted to the bars of Maryland, the District of Columbia and New York, has practiced in Montgomery County in the areas of estate planning and estate and trust administration. He was awarded a law degree with honors from Syracuse University and in the fall of 2011 will begin a certificate program in estate planning at the Georgetown University Law Center. Both Stephanie and Adam are accomplished athletes. Stephanie ran her first half marathon in 2008 and Adam has competed in both marathons and triathlons.

On June 21, 2011 Divorce & Family Law Group associates **Lucy Nichols** and **Morriah Horani** offered a presentation at the Multi-Door Dispute Resolution Training program at the Superior Court of the District of Columbia. Their topics included custody, access, parentage, paternity and support. Pasternak & Fidis domestic relations attorneys have a long history of support for this important program.

Business, Real Estate & Litigation Group partner **Roger A. Hayden, II**, an elected member of The George Washington University Parent Association Advisory Council (PAAC) serving a 4 year term, recently attended the Summer PAAC Meeting. Roger also provided volunteer services for the summer orientation for incoming freshman and their families.

Pasternak & Fidis, P.C. offers its congratulations to the **Honorable Durke G. Thompson**, an Associate Judge in the Montgomery County Circuit Court, who retired in June after 17 years on the bench. A native of Bethesda, Judge Thompson was one of the founding partners of Pasternak & Fidis (then called Pasternak, Thompson & Fidis) and practiced with the firm until 1994 when he was appointed by Governor William Donald Schaefer to the Circuit Court. He was an active member of the Maryland State Bar Association, serving on the board of governors, the executive committee, and the people's pro bono coordinating corporation. He was also president of the Montgomery County Bar Association, and a member of the Board of Directors of the Maryland Bar Foundation. In April the Association presented him with their Jurist of the Year Award recognizing his long and distinguished legal career. The firm wishes Judge Thompson and his wife Lea many happy years to come.

Jeremy Rachlin, associate in the Business, Real Estate & Litigation Group, returned in April to his alma mater, the Honors College at the University of Maryland, College Park, as a panelist to speak to undergraduate Honors students considering attending law school. Jeremy fielded questions about law school and careers in the legal field.

Divorce & Family Law partner **Vicki Viramontes-LaFree** was part of a panel of collaborative law professionals who were guests at the June monthly luncheon of the Domestic Relations Judges for the Superior Court of the District of Columbia.

Estate Planning & Administration Group associate, **Elizabeth S. Kim**, was admitted to the Maryland bar on June 15, 2011. In the fall, Elizabeth will begin the Estate Planning Certificate Program at Georgetown University Law Center

Business, Real Estate & Litigation Group paralegal **Jennifer Thomas** is a member of a Washington, DC-based non-profit called Mentors, Inc. Mentors, which aims to improve high school graduation rates in the District of Columbia, matched Jennifer with a formerly homeless student. Jennifer worked with this student by tutoring her for the ACT college admission and placement tests, providing emotional support and helping her to improve her study skills.

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In June 2011, **Elizabeth S. Kim**, associate with the Estate Planning & Administration Group, was elected to the Board of Directors of Opera Lafayette. Opera Lafayette is an American period instrument ensemble dedicated to performances of 17th- and 18th-century operas, particularly the French repertoire. The Firm is also a sponsor of Opera Lafayette.

In late May 2011, **Vicki Viramontes-LaFree** participated in the 2011 Family Law Trial Advocacy Institute in Boulder, Colorado. This is an intensive trial advocacy training program jointly sponsored by the American Bar Association Section of Family Law and the National Institute for Trial Advocacy.