



## **Handling Massachusetts Divorce and Separation Agreement Disagreement**

*by CAROLYN on MARCH 25, 2010*

Scene: A divorced couple from Medfield, Norfolk County, Massachusetts argues furiously over the interpretation of their Separation Agreement. The ex-husband insists that he has no obligation to provide health care coverage for his ex-wife as his new employer did not allow coverage for a former spouse. The ex-wife insists her ex-husband has an obligation under their divorce agreement to provide coverage for her, whether or not his current employment allows it.

*What can they do?*

Well, to be honest, careful drafting by the attorney(s) or mediator involved in crafting the agreement may help you avoid this situation. Divorce and Separation agreements should contain language which can be clearly interpreted so there is no question as to the parties' intent at the time of the drafting. But, this does not always happen, and other times parties will only agree to language which is vague and may lead to multiple interpretations. Occasionally the language seems clear at the time of drafting but down the road it becomes more difficult to interpret in light of changed circumstances. So what do you do when you and your divorced spouse disagree?

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In [Shaw v. Turcott](#), a recent Appellate Court decision, the parties had just this issue. An agreement arose relating to whether the ex-husband was obligated to provide health insurance for his ex-wife and the ex-wife filed a Complaint for Contempt based on her interpretation of the agreement. The Probate and Family Court judge disagreed and the ex-wife filed an appeal. This process was no doubt lengthy and expensive for the parties involved – in fact, it might have been their most expensive and most time consuming option! In keeping with [The Divorce Collaborative's](#) efforts to provide solutions for clients which resolve conflict in a reasonable, cost-effective manner, here are a few solutions you might try if you find yourself in the same situation:

- 1) Check your agreement for a dispute resolution clause or section. We always strongly encourage clients to think about mediation or arbitration of disputes related to items in their divorce agreement or to modifications of their agreements. Putting language in their agreements to this effect often saves considerable time and expense in the event of a disagreement years down the road. *And, to be honest, even the most reasonable clients with the best communication skills, will disagree with their former spouse at some point.*
- 2) Don't have a dispute resolution section? Try Mediation anyway. If the divorce agreement in question had been developed through mediation and you liked the mediator you used, you may wish to return to her or him to resolve your disagreement or change your Agreement. You could also choose a new family law mediator (preferably one with in office in your county – TDC serves Norfolk, Bristol, Middlesex and Suffolk counties!) to help you reach a resolution. This option allows for parties to work through the issue together and pay just one professional instead of two attorneys. Many mediators also offer [flat-fee options](#), a growing trend which gives the parties an accurate view of the cost to resolve their conflict.
- 3) Ask the Court to Interpret. Parties seldom take advantage of the opportunity to formally request that the Court interpret their agreement. This method allows for the parties to quickly obtain a ruling related to their disagreement. It may

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also result in parties skipping a Contempt action, if they know where the Court stands on the issue.

Of course, we hope that you and your spouse never have a divorce agreement disagreement. But, if you do, know that you have some creative and cost-effective options available!

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