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A quarterly letter of legal news and information for the
friends of Carluccio, Leone, Dimon, Doyle & Sacks, LLC

FIRM COMMITMENT *Spring 2017*

Time to Spring Clean Your Home and Your Estate Plan

Spring is the time for fresh starts and getting organized. Just as you clean your yard, wash your windows and organize your closets, you should also review important documents, such as your Will, Power of Attorney and Advanced Medical Directive, to ensure they still match your overall estate planning goals. Like your home, it may be time to freshen your estate planning documents.

Frequently, people forget what they put in their documents and then are surprised when they read them. Many times a change in financial status or family circumstances necessitate a change in your estate planning documents. Changes in wealth or income can include retirement, a promotion or the acquisition or sale of property. Changes in family circumstances may include instances such as divorce, marriage, separation, death, birth or adoption.

Even if you have not had a change in financial status or family circumstances, it is good practice to review your estate documents every three to five years. If it has been awhile since you last looked at your Will, Power of Attorney or Advanced Medical Directive, consider adding it to your spring cleaning list along with updating and organizing your financial information. A free, downloadable financial journal is available at www.cldds.com/financialjournal/. If you do not have access to the internet, please call the office and we will happily mail one to you.



If you do not have a Will, Power of Attorney or Advanced Medical Directive, Spring is the perfect time to capitalize on your Spring cleaning momentum and make an appointment with our office to get your documents prepared.

Annemarie Schreiber, Esq.
Certified Elder Law Attorney (CELA)



National Healthcare Decision Day (NHDD)
will be a week long in 2017! April 16 - 22
It always seems too early, until it's too late.

- SUNDAY April 16 Prepare** A day to get resources together
- MONDAY April 17 Start with Yourself** A day to think about your own healthcare decisions
- TUESDAY April 18 Family/Friends/Loved Ones** A day to discuss your wishes with others (and learn their wishes)
- WEDNESDAY April 19 Spread the Word** A day to tell others that you've engaged in advance care planning and encourage them to do the same
- THURSDAY April 20 Facilities Focus** A day for healthcare providers of all sorts to promote advance care planning
- FRIDAY April 21 Professionals Preparedness** A day to ensure that all professionals (healthcare, clergy, legal, and others) understand and can promote advance care planning
- SATURDAY April 22 Reflection and Readiness** Consider what worked well for NHDD week and file/share your advance care plans so they will be available if needed



Robert L. Gutman, Esq. **Jonathan Z. Petro, Esq.**

Message from the Managing Members

As the rain continues to fall in Ocean County on the day that was supposed to bring blizzard conditions to the Jersey Shore, one can't help but look forward to spring flowers, sunnier days, and warmer temperatures. We, the attorneys and staff at CLDDS, also look forward to continuing to celebrate our firm's 20th Anniversary Year. Created in June of 1997, our firm was founded on the concept of providing quality legal assistance to our friends and clients, laying the groundwork for continued success and progress for our community. It remains today, as it was back then, our goal to provide "value-added" representation and advocacy in diverse areas of the law. This edition of the Firm Commitment highlights several of our attorneys speaking about the matters they know best!

CLDDS FAMILY

ANNOUNCEMENTS & ACCOMPLISHMENTS



Congratulations to **Patti Lamson's** son, Denis and his fiance Alexandria Montalto. The two will be married on April 21, 2017 at St. Joseph's church in Toms River. *Best wishes for a happy, healthy marriage!*

On March 9th, we celebrated CLDDS Elder Law secretary **Loretta Janwich's** birthday - *Happy Fabulous 50!*



On March 12, 2017 **Edward J. Dimon** and his wife, Jane, welcomed the arrival of their 9th grandchild – Margaret Elizabeth. *Congratulations!*

On February 23, 2017, CLDDS Family Law Attorney, **Jonathan Z. Petro** gave an Ocean County Bar Association Family Law Committee seminar, *Child Support & Probation – Behind the Veil* along with moderating the panel discussion. Topics Included:

- The New Child Support Termination Law
- Financial Maintenance of a Child Beyond Age 23
- Child Support Enforcement Through Probation
- Calculating Child Support While a Child is in College
- Determining What is a "Court-Approved Extraordinary Expense"

Child Support Termination Statute Shakes Up the System

In what is viewed as a rare change to the way family matters are handled in New Jersey, on January 19, 2016, Governor Christie signed S-1046/A-2721 into law. This law, commonly known as the Child Support Termination Law, establishes the age of 19 as the age when a child support and/or medical support obligation will end. While the age of majority in New Jersey is still the age of 18, the legislature has acknowledged that many children, at 18 years of age, have not yet completed a high school education. There are certain exceptions to the termination at 19, however. First, child support can terminate prior to 19 if the child marries, enters the military, or if there is a court order emancipating the child.

Child support can continue beyond the age of 19 if there is a different age specified in a court order, or if the custodial parent submits a "Request for Continuation of Support" form with required attachments proving the child is still in high school, is enrolled full time in college (or other post-secondary education program), or has a physical or mental disability. For the last circumstance, that disability must have been determined by a federal or state governmental agency and the disability must have existed prior to the child turning 19. A doctor's note is simply not enough to show a disability under this statute.

The law further states that child support may not continue beyond the child turning the age of 23. For any circumstance where a custodial parent wants support to continue beyond the age of 23, the

custodial parent may petition the court for an order for another form of financial maintenance. This is not considered child support however, and is not enforceable or monitored through the Probation Child Support Enforcement Unit.

While the effective date of the law is February 1, 2017, it applies to past, current and future child support orders and obligations. If back child support (arrears) is owed when the child support terminates, the non-custodial parent still is responsible for paying those arrears and enforcement of the arrears can continue.

For many families, this new law may be confusing, as there are certain obligations of the custodial parent that are not recurring. For example, once proof is provided that a child is enrolled in higher education, there is not a continuing obligation that the child continues to be so enrolled. Accordingly, it is still helpful to have a family law practitioner review your particular case and how the new law will affect your child's support going forward. Should any of our readers have any questions in this regard, I would encourage you to contact



Jonathan Z. Petro, Esq.

this office for an appointment. Also, as a practical tip, to ensure that all notices and informational updates are received from Probation, please confirm that the Child Support Program has your most current mailing address, cell phone number and email address.

NOTE: The articles herein contained are provided as general information for our clients, friends and business associates. They are not intended to serve as a substitute for or supplement to legal counsel. Information in these articles is considered to be general in nature and does not apply to the reader's individual situation, circumstances, and jurisdiction.





Healthcare Update: The Future of the Affordable Care Act

In early March, legislation to repeal and replace the Affordable Care Act was approved and will be sent to the House for a vote. Its supporters hope the House vote will occur before the Spring break starting on April 7th. The Congressional Budget Office (CBO) has provided an analysis of the legislation and has estimated that 14 million people will lose insurance by 2018 and 24 million will lose insurance by 2026. The CBO report indicated that the legislation will reduce deficits by \$337 billion over 10 years. The most significant reason is an \$880 billion reduction to Medicare offset by a nearly \$600 billion tax cut for those with incomes over \$200,000 per year.

The bill attempts to include revisions to Medicaid as well as the Affordable Care Act. The provisions impacting Medicaid will have a significant impact on millions (70 million people are beneficiaries of Medicaid), especially since the Medicaid program is converted into set dollar block grants in 2020. This will shift the burden of the increased costs of Medicaid due to larger numbers of participants and/or greater health care costs to the states when the block grants are instituted.

Some basic differences between the Affordable Care Act and the new legislation are that the new legislation repeals the 3.8% net investment tax and repeals or delays other taxes which provided funding for the Affordable Care Act's premium support payments. Those premium support payments will be eliminated and will be replaced with per-person tax credits that appear to apply to all taxpayers. Combined with the repeal of the net investment tax, the benefit to higher income taxpayers from the new legislation appears significant, because the cost of employer-provided health care is still tax free under the legislation.

The new legislation appears to continue to allow parents to keep their children on their health insurance policies until they are 26 years old. It also appears to prohibit denial of coverage for pre-existing conditions, and does not allow lifetime caps on payments. It does, however, allow insurance companies to charge up to 30% more for a renewal or addition of coverage if there is a lapse in coverage. The new legislation also allows a greater gap in premium cost between those in their 20s and those in their 50s or 60s revising the gap from a ratio of 3 to 1 to a ratio of 5 to 1. This would allow insurance companies to charge a 60 year old 5 times as much as a 20-30 year old. This could reduce the cost of a policy for a 20-30 year old and increase the cost for a 60 year old. The new legislation also repeals the insurance mandate so that the 20-30 year old will not need to obtain coverage at all. How this impacts the overall health care markets, including those whose employers provide coverage for them, is not possible to determine at this time although the CBO report indicates that non group insurance premiums on average will initially rise until 2020 and then decline. The decline, however, is

based on the assumption that more younger and healthier individuals will purchase insurance after 2020. Premiums for older individuals are estimated to increase without abatement due to the change to the ratio noted above. We will follow up as additional information becomes available.



Joseph J. LaCosta, Esq.
Attorney and CPA

Commercial Leases in New Jersey



Whether you are a landlord or a tenant, the success of a business may depend upon the terms of the applicable commercial lease agreement. Both parties must be sure to understand and agree with the basic terms of the agreement.

Though not an exhaustive list, some important items to consider are:

- The **amount of rent** needs to be considered, both parties have an interest in the rental amount being affordable as it will allow the business to succeed.
- The **length of the lease** is also an important initial concern. Entering into a long term lease may not be beneficial to either the business or the landlord, the business may grow faster than initially expected or, conversely, the location might not work out. Thus, a short-term lease with renewal options is usually safer for both parties.
- Another important factor for the successful operation of the business is the functionality of the **existing physical space**. If modifications are required, for example, adding cubicles, raising a loading dock, or rewiring for better communications or other equipment — it is important to determine at the outset whether the tenant (or the landlord) will be able to make the necessary upgrades. Other concerns that are crucial to the success of the business, such as signage and use exclusivity, should be addressed as well.

Commercial leases are fraught with complex issues and potential problems and differ substantially from the more common residential leases. Some of the main differences are:

- **Fewer consumer protection laws.** Commercial leases are not subject to most consumer protection laws that govern residential leases. For example, there are no protections against eviction unless certain exceptions and notice requirements are met, nor are there caps on security deposits or rules protecting a tenant's privacy.
- **No standard forms.** Many commercial leases are not typically based on a standard form or agreement because of the differing types of business uses and deals that are negotiated. As a result, the parties need to carefully examine the commercial lease agreement to ensure that the terms and structure of the business deal are done properly.
- **Long-term and binding.** You cannot easily break or change a commercial lease. It is a legally binding contract, and a substantial amount of money (often in the form of security deposits and/or build-out or fit-up work) is usually required up front.
- **Negotiability and flexibility.** Commercial leases are generally subject to much more negotiation between the tenant/business owner and the landlord, since businesses often need special features in their spaces, and landlords are often eager for strong business to support their commercial space.

Consulting with an attorney to review terms can pave the way to success and avoid future disaster. If you are considering signing a commercial lease agreement, either as a landlord or tenant, call the *Commercial Real Estate, Land Use – Development Team of Stephan R. Leone, John Paul Doyle, Robert L. Gutman, Neil Brodsky and Louis A. Felicetta* for a consultation first.



Louis A. Felicetta, Esq.



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