

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU - IAS/TRIAL PART 28**

X

Plaintiff,

- against-

Index No. _____/20__

Defendant.

X

**PRELIMINARY CONFERENCE STIPULATION / ORDER
CONTESTED MATRIMONIAL ACTION**

PRESENT: HON. SHARON M.J. GIANELLI, J.S.C.

Chamber's Phone: (516) 493-3432

Chamber's Fax: (516) 493-3462

Pursuant to Rule 22 N.Y.C.R.R. Section 202.16(f), a Preliminary Conference was conducted before the Court on _____, 2016, and it is STIPULATED AND ORDERED as follows:

PARTIES' INFORMATION

1. Date of marriage: ___/___/___; in U.S. State of: _____, or Nation of: _____.
Civil or Religious Ceremony: _____;
Parties have been separated since: ___/___/___;

2. Child(ren):

Name(s), age(s) and birth date(s):

Born: ___/___/___;

Born: ___/___/___;

Born: ___/___/___;

Born: ___/___/___;

Child(ren) reside with: _____;

3. Marital residence:

Located at: _____;

Who resides in the Marital Residence? _____;

Date of purchase: ___/___/___; Purchase price: \$ _____;

Principal balance first mortgage: \$ _____; Equity loan \$ _____;

Estimated market value: \$ _____;

Cost of monthly mortgage, equity loan, insurance and real property taxes: \$ _____;

Title is held by: _____.

4. Plaintiff:

Age: _____; Date of birth: ___/___/_____;
Current Address: _____;
Home Phone: (____) ____-_____
Cell Phone number: (____) ____-_____
Social Security #: _____ - ____ - _____
Highest Level of Education: _____;
Date(s) Degree(s) Attained: _____;
Occupation: _____;
Annual gross W-2 income: \$ _____;
Annual Fica/Medicare Taxes Paid: \$ _____;
Employer; if unemployed, so state and set forth date and nature of last employment:
_____;

5. Defendant:

Age: _____; Date of birth: ___/___/_____;
Current Address: _____;
Home Phone: (____) ____-_____
Cell Phone number: (____) ____-_____
Social Security #: _____ - ____ - _____
Highest Level of Education: _____;
Date(s) Degree(s) Attained: _____;
Occupation: _____;
Annual gross W-2 income: \$ _____;
Annual Fica/Medicare Taxes Paid: \$ _____;
Employer; if unemployed, so state and set forth date and nature of last employment:
_____;

6. Set forth the date of occupancy, cost of rent and utilities for each premises **RENTED** by a party as a primary residence:

Plaintiff: _____
_____;

Defendant: _____
_____;

7. Vehicle(s):

Plaintiff:

Year/make/model of the vehicle driven by the **Plaintiff:** _____;
Monthly lease or loan amount: \$ _____; expiration date of lease: ___/___/___;
loan will be paid in full on: ___/___/___; monthly cost of insurance: \$ _____;
party holding title: _____;
party paying lease/loan and insurance: _____.

Defendant:

Year/make/model of the vehicle driven by the **Defendant**: _____;
Monthly lease or loan amount: \$ _____; expiration date of lease: ___/___/___;
loan will be paid in full on: ___/___/___; monthly cost of insurance: \$ _____;
party holding title: _____;
party paying lease/loan and insurance: _____.

Child(ren):

Year/make/model of the vehicle driven by the Child(ren): _____;
Monthly lease or loan amount: \$ _____; expiration date of lease: ___/___/___;
loan will be paid in full on: ___/___/___; monthly cost of insurance: \$ _____;
party holding title: _____;
party paying lease/loan and insurance: _____.

TRANSLATION REQUEST

- 1. **Plaintiff** is requesting a translator in the _____ language.
- 2. **Defendant** is requesting a translator in the _____ language.

COUNSEL FEES

1. Plaintiff:

Amount of Retainer paid: \$ _____;
Amount of Counsel fees actually paid to date: \$ _____;
Source of counsel fees: \$ _____.

2. Defendant:

Amount of Retainer paid: \$ _____;
Amount of Counsel fees actually paid to date: \$ _____;
Source of counsel fees: \$ _____.

COUNSELS' INFORMATION

1. Plaintiff:

Attorney's Name: _____
Firm: _____
Address: _____
Phone: (____) ____ - ____;
Fax: (____) ____ - ____; Mobile: (____) ____ - ____;

2. Defendant:

Attorney's Name: _____
Firm: _____
Address: _____
Phone: (____) ____ - ____;
Fax: (____) ____ - ____; Mobile: (____) ____ - ____;

DATES SHALL BE FILLED IN FOR ALL DISCOVERY WHICH COUNSEL REASONABLY ANTICIPATE WILL BE REQUIRED:

1. Service of Notice For Discovery and Inspection:

Plaintiff: ____/____/____ **Defendant** : ____/____/____

2. Responses to Notice For Discovery and Inspection:

Plaintiff: ____/____/____ **Defendant** : ____/____/____

3. Service of Interrogatories:

Plaintiff: ____/____/____ **Defendant** : ____/____/____

4. Response to Interrogatories:

Plaintiff: ____/____/____ **Defendant** : ____/____/____

5. Depositions:

Plaintiff: ____/____/____ **Defendant** : ____/____/____

6. Non-Party Depositions: _____

THE PARTIES SHALL EXCHANGE COPIES OF THE FOLLOWING DOCUMENTS ON THE FOLLOWING DATES, BUT IN NO EVENT LATER THAN 45 DAYS FROM THE DATE OF THIS ORDER (22 N.Y.C.R.R. 202.16[f])[1]):

1. Their personal, partnership and closely held corporation's Federal and State income tax returns for the past three (3) years: Plf: ____/____/____ Def: ____/____/____;
2. Copies of all paycheck stubs for the current year and the last paycheck stub for the immediately preceding calendar year: Plf: ____/____/____ Def: ____/____/____;
3. All W-2 wage and tax statements, 1099 forms and k-1 forms for any year in the past three (3) years for which no return was filed: Plf: ____/____/____ Def: ____/____/____;
4. All statements of accounts received during the past three (3) years from each financial institution in which cash or securities held: Plf: ____/____/____ Def: ____/____/____;
5. The statements immediately preceding and following the date of commencement of the matrimonial action pertaining to any policy of life insurance having cash surrender or dividend value and any deferred compensation plan of any type or nature such as IRAs, pensions, profit-sharing, Keogh, 401k and other retirement plans:
Plf: ____/____/____ Def: ____/____/____;

THE PARTIES ARE EXPECTED TO EXERCISE DUE DILIGENCE TO PRODUCE THE AFORE LISTED DOCUMENTS. DUE DILIGENCE INCLUDES UTILIZATION OF THE INTERNET, IF NECESSARY, TO OBTAIN AND PRODUCE SAME.

Further Notices and Demands may be served within 30 days after the final deposition.

6. Other Discovery: _____.

COUNSEL SHALL ADVISE THE COURT IN WRITING OF ANY FAILURE TO COMPLY WITH 22 N.C.R.R. 202.16(f)(1) AND THE DISCOVERY DEADLINES SET FORTH HEREIN

8. Electronic Discovery:

PRESERVATION OF ELECTRONIC DATA

FOR RELEVANT PERIODS RELATING TO THIS LITIGATION, EACH PARTY SHALL MAINTAIN AND PRESERVE ALL ELECTRONIC FILES, OTHER DATA GENERATED BY AND/OR STORED ON THE PARTIES' COMPUTER SYSTEM(S) AND STORAGE MEDIA (i.e., HARD DISKS, FLOPPY DISKS, BACKUP TAPES), OR OTHER ELECTRONIC DATA. SUCH ITEMS INCLUDE, BUT ARE NOT LIMITED TO: EMAIL, AND OTHER ELECTRONIC COMMUNICATION, WORD PROCESSING DOCUMENTS, SPREADSHEETS, DATA BASES, CALENDARS, TELEPHONE LOGS, CONTACT MANAGER INFORMATION, INTERNET USAGE FILES, OFFLINE STORAGE OR INFORMATION STORED ON REMOVABLE MEDIA, INFORMATION CONTAINED ON LAPTOPS OR OTHER DEVICES AND NETWORK ACCESS INFORMATION.

EACH PARTY STIPULATES TO MAINTAIN ALL FINANCIAL RECORDS THAT ARE PRESENTLY IN HIS OR HER POSSESSION OR UNDER HIS OR HER CONTROL, INCLUDING COMPUTER AND OTHER ELECTRONIC FINANCIAL INFORMATION THROUGH THE ENTRY OF A JUDGMENT OF DIVORCE OR OTHER DISPOSITION OF THIS ACTION.

THIS PROVISION SHALL BE INITIALED BY EACH PARTY:

Plaintiff's initials: _____; Defendant's initials: _____;

1. Identify Relevant Electronic Data: _____;

2. Identify the Person(s) in Possession of the Aforesaid Electronic Data: _____

3. Identify the Computer System(s) utilized, the program(s) and manner in which the Electronic Data is maintained: _____

4. Set forth a Plan to retain and preserve the Electronic Data: _____
_____;

5. Set forth the scope and extent of the Data to be produced and the form in which it will be produced _____;

6. Set forth the scope of the Electronic Data review and the review procedures to be undertaken: _____;
_____;
7. Set forth the method by privileged Electronic Data will be identified and redacted: _____;
_____;
8. Set forth the anticipated cost of Data retention, recovery, production and review and the proposed initial allocation of said cost: _____;

AUTOMATIC STATUTORY RESTRAINTS
(D.R.L. §236[B][2])

The following automatic statutory orders shall remain in effect during the pendency of this action, unless terminated, modified, or amended by order of the Court upon motion of either party or upon written agreement between the parties duly executed and acknowledged:

(A) Neither party shall sell, transfer, encumber, conceal, assign, remove or in any way dispose of, without the consent of the other party in writing, or by Order of the Court, any property (including, but not limited to, real estate, personal property, cash accounts, stocks, mutual funds, bank accounts, cars and boats) individually or jointly held by the parties, except in the usual course of business, for customary and usual household expenses or for reasonable attorney's fees in connection with this action.

(B) Neither party shall transfer, encumber, assign, remove, withdraw or in any way dispose of any tax deferred funds, stocks or other assets held in any individual retirement accounts, 401k accounts, profit sharing plans, Keogh accounts, or any other pension or retirement account, and the parties shall further refrain from applying for or requesting the payment of retirement benefits or annuity payments of any kind, without the consent of the other party in writing, or upon further Order of the Court.

(C) Neither party shall incur unreasonable debts hereafter, including, but not limited to further borrowing against any credit line secured by the family residence, further encumbering any assets, or unreasonably using credit cards or cash advances against credit cards, except in the usual course of business or for customary or usual household expenses, or for reasonable attorney's fees in connection with this action.

(D) Neither party shall cause the other party or the child(ren) of the marriage to be removed from any existing medical, hospital and dental insurance coverage, and each party shall maintain the existing medical, hospital and dental insurance coverage in full force and effect.

(E) Neither party shall change the beneficiaries of any existing life insurance policies, and each party shall maintain the existing life insurance, automobile insurance, homeowners and renters insurance policies in full force and effect.

INSURANCE POLICIES

1. Life Insurance:

Identify each life insurance policy on the Defendant's life in effect as of the date of the commencement of the action and set forth the face value and the name of the beneficiary of each policy: _____
_____;

Set forth which party paid the premiums on said policies during the marriage and which party will accordingly pay said premiums during the pendency of the action as required by statute: _____.

Identify each life insurance policy on the **Plaintiff's** life in effect as of the date of the commencement of the action and set forth the face value and the name of the beneficiary of each policy: _____;

Set forth which party paid the premiums on said policies during the marriage and which party will accordingly pay said premiums during the pendency of the action as required by statute: _____.

2. Medical Insurance:

Set forth which party or parties maintained medical insurance as of the date of the commencement of the action and the names of covered persons: _____
_____;

Set forth which party or parties paid the premiums on said policy or policies during the marriage and which party or parties will accordingly pay said premiums during the pendency of the action as required by statute: _____.

3. Dental Insurance:

Set forth which party or parties maintained dental insurance as of the date of the commencement of the action and the names of covered persons: _____
_____.

Set forth which party or parties paid the premiums on said policies during the marriage and which party or parties will accordingly pay said premiums during the pendency of the action as required by statute: _____.

4. Homeowner's Insurance:

Set forth which party or parties paid the premiums for homeowners insurance and/or renters insurance during the marriage and which party or parties will accordingly pay said premiums during the pendency of the action as required by statute: _____.

Each party shall acknowledge he or she must comply with the automatic statutory restraints D.R.L. §236(B)(2) and pay the premiums to maintain medical, dental, life, homeowners and renters insurance as set forth above.

Plaintiff's initials; _____ Defendant's initials; _____

PENDENTE LITE RELIEF

Provide the specific details regarding the interim resolution of any of following or state N/A. Resolution will constitute a "so-ordered" stipulation.

1. Child(ren):

The issue of residence is: **resolved _____ or, to be determined _____**
Provide Details:

The issue of parenting time is: **resolved _____ to be determined _____**
Provide Details:

The issues relating to decision-making are: **resolved _____ to be determined _____**
Provide Details:

This temporary Order of Custody and/or Visitation has issued upon the Court's review of records as required by the provisions of D.R.L.§240 and F.C.A.§651 as amended by Chapter 595 of the Laws of 2008.

2. Exclusive Use of Marital Residence: _____

3. Child Support: _____

4. Child care expenses: _____

5. Educational Expenses: _____

6. Maintenance: _____

7. Carrying charges: _____

8. Uncovered Health Expenses: _____

Parties agree to use "in-network providers unless otherwise agreed upon in writing: Yes / No.

9. Auto Expenses: _____

10. Counsel Fees: _____

11. Expert Fees: _____

12. Other (specify): _____

CUSTODY AND PARENTAL ACCESS RESOURCES

The parties stipulate and the Court orders that the parties will utilize the following custody and parental access resources:

___ **P.E.A.C.E. PROGRAM:**

The parties shall enroll in the next scheduled Parent Education and Custody Effectiveness Program. Counsel shall call (516-877-1800 Ext.124) for information regarding upcoming sessions. The parties are directed to provide the Court with proof that they completed the program within 5 days of completion. Each party shall complete the program within 60 days of this Order.

___ **KIDS P.E.A.C.E.:**

The parties shall enroll the following child(ren) in the KIDS PEACE Program:_____. Counsel shall telephone (516) 463-4253 for information regarding upcoming sessions.

___ **EAC MEDIATION:**

The Parties shall participate in custody, visitation and parenting mediation at the Education and Assistance Corp. Parties are directed to telephone at (516) 489-7733 to schedule an appointment.

___ **COURT MEDIATION:**

The Parties shall meet with Lisa Askinazi, MS, the Court’s Case Analyst, for assistance in mediating custody and parental access. The parties are directed to call (516) 493-3256 to schedule an appointment.

___ **EAC VISITATION:**

The parties shall telephone EAC at (516) 489-7733 to schedule supervised parental access between the _____ and the following child(ren):

___ **ATTORNEY For Child(ren):**

By separate Order, the Court will appoint an Attorney for the Child(ren) (referred to as “AFC”) for the parties’ minor child(ren). The cost of the AFC’s services shall be paid, in the first instance, *subject to allocation at trial*, ___% by the **Plaintiff** and ___% by the **Defendant**.

___ **FORENSIC:**

By separate Order, the Court will appoint a forensic expert to conduct a custody/parental access evaluation of the parties and their child(ren). The cost shall be paid, in the first instance, *subject to allocation at trial*, ___% by the **Plaintiff** and ___% by the **Defendant**.

NEUTRAL EXPERTS AND FINANCIAL ISSUES

___ **REAL PROPERTY:** By separate Order, the Court will appoint an expert to appraise the following real property: _____

The cost of the appraisal(s) shall be paid, in the first instance, *subject to allocation at trial*, ____% by the **Plaintiff** and ____% by the **Defendant**.

___ **PENSION:** By separate Order, the Court will appoint an expert to value the following pension and deferred income assets: _____

The cost of the appraisal shall be paid, in the first instance, *subject to allocation at trial*, ____% by the **Plaintiff** and ____% by the **Defendant**.

___ **OTHER:** By separate Order, the Court will appoint an expert to value the:

1. **Plaintiff's** (business) (practice) (license) (degree) (enhanced earning capacity), and the
2. **Defendant's** (business) (practice) (license) (degree) (enhanced earning capacity).

The cost shall be paid, to each expert in the first instance, *subject to allocation at trial*, ____% by the **Plaintiff** and ____% by the **Defendant**.

THE PARTIES ELECT TO SUBMIT THE NAMES, ADDRESSES AND TELEPHONE NUMBERS OF THREE PROPOSED EXPERTS, (**THREE TO BE SELECTED BY EACH PARTY, WITH SIX NAMES BEING SENT TO THE COURT ON ONE LETTERHEAD SO THAT THE COURT CANNOT ASCERTAIN WHICH THREE EXPERTS WERE PROPOSED BY A PARTY**) WITHIN SEVEN (7) DAYS OF THE DATE OF THIS ORDER, TO BE APPOINTED BY THE COURT AS A NEUTRAL EXPERT, WITH REGARD TO THE FOLLOWING ISSUE(S): _____

IN THE EVENT THAT THE NAMES OF EXPERTS ARE NOT TIMELY SUBMITTED, THE APPOINTMENT WILL BE MADE BY THE COURT, WITHOUT INPUT FROM THE PARTIES.

TRIAL RELIEF

Place a check next to each item that has been resolved for purposes of trial.
The specific details regarding the resolution of issues for purposes of trial checked below will constitute a "so-ordered" stipulation.

Resolved

Fault: (Indicate which party will be granted divorce and set forth grounds): _____

**AN AFFIDAVIT IN LIEU OF TESTIMONY ON GROUNDS SHALL BE PRODUCED
AT THE NEXT CONFERENCE TOGETHER WITH REQUISITE PLEADINGS OR
AMENDED PLEADINGS REFLECTING THE STIPULATION
WITH REGARDS TO GROUNDS**

- Custody of Child(ren) * _____
- Parental Access to Child(ren) * _____
- Child Support _____
- Child Care Expenses _____
- Educational Expenses _____
- Maintenance _____
- Equitable Distribution _____
- Life Insurance _____
- Health Insurance _____
- Uncovered Health Expenses _____
- Counsel Fees _____
- Expert Fees _____
- Other (specify) _____

*The parties and counsel are advised that in the event grounds and/or custody and parental access have not been resolved by the time of the compliance conference, the Court will consider an application to bifurcate such issue and schedule a trial for the first available date.

HEALTH INSURANCE COVERAGE NOTICE:

I, _____, the Plaintiff herein, fully understand that upon execution of a judgment of divorce, I may no longer be eligible to be covered under my former spouse's health insurance plan, depending on the terms of the plan.

Dated: _____, 20__ Signed: _____

I, _____, the Defendant herein, fully understand that upon execution of a judgment of divorce, I may no longer be eligible to be covered under my former spouse's health insurance plan, depending on the terms of the plan.

Dated: _____, 20__ Signed: _____

THE PARTIES AND COUNSEL ARE REMINDED THAT THIS DOCUMENT IS A COURT ORDER REQUIRING COMPLIANCE AND THAT SANCTIONS SHALL BE IMPOSED, WHEN WARRANTED, IN THE EVENT OF NON-COMPLIANCE.

COUNSEL ARE DIRECTED TO SUPPLY THEIR RESPECTIVE CLIENTS WITH A COPY OF THIS ORDER.

THE ABOVE IS HEREBY STIPULATED TO BY THE PARTIES:

Plaintiff

Defendant

Print Name: _____
(Plaintiff)

Print Name: _____
(Defendant)

Plaintiff's Attorney

Defendant's Attorney

Print Name: _____
(Plaintiff's Attorney)

Print Name: _____
(Defendant's Attorney)

The Court directs that the parties and their respective counsel are to appear at a compliance conference to be held on _____/_____/_____ at _____ am/pm.

All discovery as set forth herein above is expected to be completed prior to the compliance conference at which time a trial date is to be selected. At the conference, counsel shall also be prepared to discuss settlement.

Dated: _____, 20__
Mineola, New York

SO ORDERED:

_____,
**HON. SHARON M.J. GIANELLI,
JUSTICE OF THE SUPREME COURT**