

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

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Plaintiff,  
(Husband / Wife)

Index No.: \_\_\_\_\_

- against -

Part No.: \_\_\_\_\_

Defendant.  
(Husband / Wife)

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PRELIMINARY CONFERENCE STIPULATION/ORDER  
CONTESTED MATRIMONIAL

PRESIDING: \_\_\_\_\_  
Justice of the Supreme Court

The parties and counsel have appeared before this Court on \_\_\_\_\_ at a preliminary conference on this matter held pursuant to 22 NYCRR §202.16.

The Court has received a copy of:	Date Filed	or	To Be Filed
	Plaintiff		Defendant
(1) A sworn statement of net worth as of date of commencement of the action.	_____		_____
(2) A signed copy of each party's attorney's retainer agreement:	_____		_____

**A. REQUIRED INFORMATION:**

(1) Attorneys for Plaintiff:	Attorneys for Defendant:
_____	_____
_____	_____
_____	_____

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

(2) Summons: Date Filed: \_\_\_\_\_ Date Served: \_\_\_\_\_

(3) Date of Marriage: \_\_\_\_\_

(4) Name(s) and Date(s) of Birth of Child(ren):

\_\_\_\_\_  
\_\_\_\_\_

(5) There is \_\_\_\_\_ or is not \_\_\_\_\_ an Order of Protection issued against \_\_\_\_\_  
\_\_\_\_\_ from \_\_\_\_\_ Court. The order is dated  
\_\_\_\_\_ and is / is not currently outstanding. Attach copy of order.

(6) The following other orders are outstanding:

Order: \_\_\_\_\_

Court Issuing: \_\_\_\_\_

Issue Addressed: \_\_\_\_\_

Order: \_\_\_\_\_

Court Issuing: \_\_\_\_\_

Issue Addressed: \_\_\_\_\_

(7) \_\_\_\_\_ needs a translator in the \_\_\_\_\_  
language.

(8) Premarital, Marital or Separation Agreements:

Is there a written agreement being asserted Yes \_\_\_\_\_ No \_\_\_\_\_

If asserted, is either party challenging such agreement Yes \_\_\_\_\_ No \_\_\_\_\_

If unknown presently, any challenge shall be asserted no later than \_\_\_\_\_.

Nature of the agreement \_\_\_\_\_

Date of the agreement \_\_\_\_\_

Are there any other agreements: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(9) Alternate Dispute Resolution/Mediation:

The parties *are/are not* aware of the existence of alternate dispute resolution methods of resolving their matrimonial action, including, but not limited to, mediation and collaborative lawyering.

## B. GROUNDS FOR DIVORCE:

The parties hereby stipulate, for purposes of trial, as follows:

1. **Grounds:** The issue of fault is resolved \_\_\_\_\_ or unresolved \_\_\_\_\_.

**If the issue of grounds is resolved:**

The parties agree that \_\_\_\_\_ will proceed on an uncontested basis to obtain a divorce on the grounds of \_\_\_\_\_.

**If the issue of grounds is unresolved:**

A Note of Issue shall be filed. Failure to file a Note of Issue prior to the grounds trial and/or failure to demand a jury in a timely fashion shall be deemed a waiver of the jury demand.

A trial of this issue shall be held on \_\_\_\_\_.

**C. CUSTODY:**

(a) The issue of custody is resolved \_\_\_\_\_ unresolved \_\_\_\_\_.

**ORDERED: If the issues of custody, including parenting time and decision making, are resolved:** The parties are to submit a stipulated parenting plan no later than \_\_\_\_\_.

(b) **Parenting Time:**

The issue of parenting time is resolved \_\_\_\_\_ unresolved \_\_\_\_\_.

**ORDERED: If the issue of parenting time is resolved:** The parties are to submit a stipulation reflecting the parental access schedule no later than \_\_\_\_\_.

(c) The issues relating to decision making are resolved \_\_\_\_\_ or unresolved \_\_\_\_\_.

**ORDERED: If the issues relating to decision making are resolved:** The parties are to submit a stipulation reflecting the decision making agreement no later than \_\_\_\_\_.

**ORDERED:**

(d) **As to any issue related to custody, including parenting time and decision making which is unresolved:** Each party is to serve and submit a proposed parenting plan no later than \_\_\_\_\_.

After receipt of the parenting plans, if the parties do not notify the Court that all issues related to custody are resolved, a conference shall be held on \_\_\_\_\_ at which time the Court shall determine the need for a law guardian / guardian ad litem and/or a forensic evaluation and set a schedule for resolving all issues relating to custody.

Any appointment of a law guardian / guardian ad litem or forensic evaluator shall be by separate order which shall designate the law guardian appointed, the manner of payment, source of funds for payment and each party's responsibility for such payment. The parties propose to allocate the fees of such law guardian / guardian ad litem or forensic evaluator as follows:

\_\_\_\_\_ % Husband                      \_\_\_\_\_ % Wife

The fees shall be subject to reallocation at the time of trial.

**Parent Education:**

**The Court:** \_\_\_\_\_ has provided information as to parent education.  
 \_\_\_\_\_ has referred the parties to parent education.  
 \_\_\_\_\_ hereby orders the parties to attend parent education.  
 \_\_\_\_\_ has taken no action with respect to parent education.

**D. STIPULATION:**

The parties hereby stipulate, for purposes of trial, as to the following:

1. Grounds (per Par. B, above) is resolved \_\_\_\_\_ unresolved \_\_\_\_\_
  2. Maintenance is resolved \_\_\_\_\_ unresolved \_\_\_\_\_
  3. Child Support is resolved \_\_\_\_\_ unresolved \_\_\_\_\_
  4. Custody (per Par. C, above) is resolved \_\_\_\_\_ unresolved \_\_\_\_\_
  5. Parenting Time (per Par. C above) is resolved \_\_\_\_\_ unresolved \_\_\_\_\_
  6. Equitable Distribution is resolved \_\_\_\_\_ unresolved \_\_\_\_\_
  7. Other Causes of Action \_\_\_\_\_
  8. Other Ancillary Relief Issues \_\_\_\_\_
- \_\_\_\_\_

The above is hereby stipulated to by the parties and so ordered by the Court.

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Defendant

\_\_\_\_\_  
Attorney(s) for Plaintiff

\_\_\_\_\_  
Attorney(s) for Defendant

**E. PENDENTE LITE RELIEF:**

With respect to *pendente lite* applications, the Court hereby directs or the parties stipulate that:

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**F. DISCOVERY: THE COURT ORDERS THE FOLLOWING:**

**1. Preservation of Evidence:**

- (1) **Financial Records:** Each party shall maintain all financial records in his or her possession through the date of the entry of a judgment of divorce.
- (2) **Electronic Evidence:** For the relevant periods relating to the issues in this litigation, each party shall maintain and preserve all electronic files, other data generated by and/or stored on the party's 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, e-mail and other electronic communications, 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 portable devices and network access information.

**2. Document Production:**

- (1) No later than forty-five days after the date of this Order, the parties are to exchange the following records for the following periods:

Check if Needed	Time Period	
_____	_____	Federal, state and local tax returns, including all schedules, K-1's, 1099's, W-2's and similar data.
_____	_____	Credit card statements for all credit cards used by a party.
_____	_____	Joint Checking account statements, checks and register.
_____	_____	Individual Checking account statements, checks and register.
_____	_____	Brokerage Account statements.
_____	_____	Savings Account records.
_____	_____	Other: (specify)_____

Absent any specified time period definition, records are to be produced for the **three years** prior to the commencement of this action through the present. If a party does not have complete records for the time period, the party shall provide a written authorization to obtain such records directly from the source within five days of presentation. Any costs associated with the use of the authorization shall be  paid by \_\_\_\_\_ OR  reserved for the Court once the amount is determined.

No later than \_\_\_\_\_, the parties shall notify the Court of all items to be provided in forty-five days which have not been provided. Failure to comply with the scheduled discovery may result in sanctions, including the award of legal fees.

(2) No later than \_\_\_\_\_, a notice for discovery and inspection shall be served by plaintiff.

(3) No later than \_\_\_\_\_, a notice for discovery and inspection shall be served by defendant.

3.	<b>Other Discovery:</b>		<b>Plaintiff</b>	<b>Defendant</b>
	(1) Interrogatories	To be served no later than	_____	_____
	(2) Party Depositions	To be completed no later than	_____	_____
	3rd-Party Depositions	To be completed no later than	_____	_____
	(3) Other _____		_____	_____

Compliance with discovery demands shall be on a timely basis pursuant to the CPLR. Failure to comply may result in sanctions, including the award of legal fees.

4. **Valuation/Financial Experts and Other Experts:**

Check if experts are required to value any of the following:

- (1) Deferred Compensation \_\_\_\_\_
- (2) Retirement assets \_\_\_\_\_
- (3) Business interest \_\_\_\_\_
- (4) Professional Practice \_\_\_\_\_
- (5) License/degree \_\_\_\_\_
- (6) Art, antiques, personal property, jewelry \_\_\_\_\_
- (7) Separate property \_\_\_\_\_
- (8) Residential real estate \_\_\_\_\_
- (9) Commercial real estate \_\_\_\_\_
- (10) Stock options, stock plans or other benefit plan \_\_\_\_\_
- (11) Intellectual property \_\_\_\_\_
- (12) Other \_\_\_\_\_

Identify: \_\_\_\_\_

(i) The date of valuation shall be \_\_\_\_\_ for items \_\_\_\_\_ and shall be the date of commencement of this action for items \_\_\_\_\_.

**Neutral Experts:**

(ii) The Court shall appoint a neutral expert for items \_\_\_\_\_ listed above. Appointment of the expert shall be pursuant to a separate order which shall designate the neutral expert, what is to be valued, the manner of payment, source of funds for payment each party's responsibility for such payment.

(iii) The parties may suggest names for the Court to consider appointing. Said names shall be submitted by letter no later than \_\_\_\_\_.

(iv) The parties are not able to determine whether a neutral expert is necessary. The parties shall notify the Court no later than \_\_\_\_\_ as to whether any other neutral experts are required.

(v) The parties seek to have the fees of the neutral expert allocated \_\_\_\_\_% to the husband and \_\_\_\_\_% to the wife. The fees shall be subject to reallocation at trial.

**Experts to be Retained by a Party:**

(vi) Each party shall select his/her own expert with respect to items \_\_\_\_\_ listed above. The expert shall be identified to the other party by letter with their qualifications and retained no later than \_\_\_\_\_. If a party requires fees to retain an expert and the parties cannot agree upon the source of the funds, an application for fees shall be made no later than \_\_\_\_\_. Any expert retained by a party must represent to the party hiring such expert that he or she is available to proceed promptly with the valuation.

(vii) Expert reports are to be exchanged by \_\_\_\_\_. Absent any date specified, they are to be exchanged sixty days prior to trial. Reply reports are to be exchanged thirty days after service of an expert report.

**Additional Experts:**

(viii) If a net worth statement has not been served prior to this order or a party cannot identify all assets for valuation or cannot identify all issues for an expert, upon other issues such identification, the party promptly shall notify the other party as to any valuation or as to which an expert is needed. If the parties cannot agree upon a neutral expert or the retention of individual experts, either party may notify the Court for appropriate action. Timely application shall be made to the Court if assistance is necessary to implement valuation or the retention of an expert.

5. **Confidentiality/Non-Disclosure Agreement:**

(a) In the event there is a need for a Confidentiality/Non-Disclosure Agreement prior to disclosure, the party demanding same shall prepare and circulate the proposed agreement amongst the parties involved. If the parties cannot agree as to same, they shall promptly notify the Court. The failure to promptly seek a confidentiality agreement may result in the waiver of same.

(b) Plaintiff / Defendant anticipates the need for a Confidentiality Agreement as to the following issues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) The Confidentiality/Non-Disclosure Agreement shall be provided to opposing counsel by \_\_\_\_\_. Within ten days of receipt, opposing counsel shall provide comments. If there are no comments received within ten days, and an extension of such time has not been agreed upon by counsel, the agreement is deemed accepted and all parties are to sign it and be bound by it. If comments are received and the parties cannot resolve its terms within twenty days of receipt of the comments or it is not signed within twenty days of the later of receipt of comments or delivery of the proposed agreement as to which no comments are received in the specified time period, the Court is to be notified by the party seeking such agreement by letter with copy to opposing counsel.

**G. FURTHER ORDERS:**

1. The Court orders **the parties** and **their attorneys** to appear at a compliance conference to be held on \_\_\_\_\_ at \_\_\_\_\_.
2. The Court orders a Note of Issue to be filed on or before \_\_\_\_\_. Failure to file a Note of Issue as directed herein may result in dismissal pursuant to CPLR 3216.

**THE COURT ORDERS THAT THE TRIAL IN THIS MATTER BE HELD ON:**

\_\_\_\_\_ at \_\_\_\_\_ am / pm

Dated:

**SO ORDERED:**

\_\_\_\_\_  
**Justice of the Supreme Court**