

**Nassau County Supreme Court
Matrimonial Center**

**Notice to Counsel and Litigants
§ 202.16-a of the Uniform Rules for the Supreme and County Courts**

- Notice of Automatic Orders -

Pursuant to Administrative Order of Hon. Ann Pfau dated August 13, 2009, the Uniform Civil Rules for the Supreme and County Courts were amended, **effective September 1, 2009**, to add a new section (*§202.16-a*) relating to automatic orders in matrimonial actions and proceedings in Supreme Court authorized by §236(2) of the Domestic Relations Law. The form of automatic orders are to be set forth in a newly established “Appendix F” of the Uniform Rules.

The new section directs that a copy of the automatic orders (*in a notice that substantially conforms to Appendix F*) are to be served simultaneous with the service of the summons.

The automatic orders shall be binding **upon the plaintiff immediately upon filing** of the summons with notice, or summons and verified complaint with the County Clerk, and **upon the defendant immediately upon service** of the automatic orders with the summons.

Any affidavit submitted regarding the service of the summons should contain language that the automatic orders were served simultaneous with the summons.

Copies of the “**Notice of Automatic Orders**” are available at the Matrimonial Clerk’s Office and at the Court Information Office in Supreme Court.

REMINDER : This notice must be served simultaneous with the service of the summons. The automatic orders shall be binding on the plaintiff immediately upon filing of the summons, and upon the defendant immediately upon service of the automatic orders with the summons.

APPENDIX F. _

**NOTICE OF AUTOMATIC ORDERS
(D.R.L. 236)**

PURSUANT TO DOMESTIC RELATIONS LAW § 236 Part B, Section 2, as added by Chapter 72 of the Laws of 2009, both you and your spouse (the parties) are bound by the following AUTOMATIC ORDERS, which shall remain in full force and effect during the pendency of the action unless terminated, modified or amended by further order of the court or upon written agreement between the parties:

(1) 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.

(2) 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.

(3) 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.

(4) Neither party shall cause the other party or the children 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.

(5) 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.