

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X

Plaintiff,

Index No.: _____

- against -

Part No.: _____

Defendant.

-----X

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.

- (1) **NET WORTH:** A sworn statement of net worth as of date of commencement of the action:
 - has been filed with the Court,
 - OR**
 - will be filed with the Court no later than _____.
- (2) **RETAINER:** A signed copy of each party's attorney's retainer agreement: and client's bill of rights statement:
 - has been filed with the Court,
 - OR**
 - will be filed with the Court no later than _____.

A. BACKGROUND INFORMATION:

Attorney for the Plaintiff:

Attorney for the Defendant:

Attorney for the Child(ren):

Phone: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Fax: _____

Email: _____

Email: _____

Email: _____

(2) **SUMMONS:** Date filed: _____ Date served: _____

(3) **COMPLAINT:** The Plaintiff has served a Verified Complaint on _____*.
OR

The Plaintiff will serve a Verified Complaint on or before _____*.

**This date shall be the date used to determine the timeliness of a Notice of Discontinuance [CPLR §3217(a)].*

(4) **DATE OF MARRIAGE:** _____

(5) **DATE OF BIRTH:** Plaintiff: _____ Defendant: _____

(6) **OCCUPATION:** Plaintiff: _____ Defendant: _____
& EMPLOYER: _____

(7) **CHILDREN :** List the name(s) and date(s) of birth of parties' child(ren)

(8) **ORDERS OF PROTECTION**

There **has not** been an Order of Protection issued involving the parties in this case.

OR

There **has been** an Order of Protection issued involving the parties in this case.

The order was issued on _____ by the _____ Court. The order was issued against the: plaintiff defendant, and the order was issued for the protection of the plaintiff defendant the parties' children . *Attach copy of order.*

(9) **OTHER ORDERS**

The following other orders involving the parties have previously been issued:

No other orders.

Nature of Order: _____

Issuing Court : _____ Date Issued: _____

Attach copy of order.

Nature of Order: _____

Issuing Court : _____ Date Issued: _____

Attach copy of order.

(10) **TRANSLATOR**

Neither party is in need of a translator, OR Plaintiff and/or Defendant is requesting a translator in the _____ language.

(11) **OTHER AGREEMENTS**

Prenuptial: None exists **OR** Date of Agreement _____

Postnuptial: None exists **OR** Date of Agreement _____

Separation: None exists **OR** Date of Agreement _____

Any challenge(s) by the Plaintiff shall be asserted no later than _____.

Any challenge(s) by the Defendant shall be asserted no later than _____.

B. GROUNDS FOR DIVORCE:

The issue of fault is:

Resolved: The parties agree that _____ will proceed on an uncontested basis to obtain a divorce on the grounds of _____.

OR

Unresolved: a jury trial **is** **OR** **is not** requested. A trial of this issue shall be held on _____ .

C. CUSTODY: There are no children (*if checked then proceed to Section D.*)

If there are an existing orders, agreements or stipulations with regard to custody, parenting time, visitation, and/or decision making - attach a copy of same hereto.

(1) The issue of custody is: **unresolved** **OR** **resolved** (*if resolved explain below*).

(2) The issue of parenting time is: **unresolved** **OR** **resolved** (*if resolved explain below*).

(3) Issues related to decision making are: **unresolved** **OR** **resolved** (*if resolved explain below*).

In the event that an Attorney for the Child(ren) or forensic evaluator has not been previously appointed, any appointment of an attorney for the child or forensic evaluator shall be by separate order which shall designate the attorney for the child appointed, the manner of payment, source of funds for payment and each party's responsibility for such payment.

(4) **Attorney for the Child(ren)** [*Check the appropriate boxes*]:

The parties are NOT requesting the appointment of an Attorney for the Child(ren) at this time, but reserve the right to make such request at a later time.

OR

The parties are requesting that an Attorney for the Child(ren) be appointed by the Court.

The parties agree that the cost for the Attorney for the Child(ren) be paid _____% by the plaintiff and _____% by the defendant, subject to reallocation by the Court.

OR

The parties do not agree on allocation of the cost of an Attorney for the Child(ren) and request that the court determine the allocation thereof.

(5) **Forensic Evaluator** *[Check the appropriate boxes]:*

The parties are NOT requesting the appointment of a forensic evaluator at this time, but reserve the right to make such request at a later time.

OR

The parties are requesting that a forensic evaluator be appointed by the Court.

The parties agree that the cost for the forensic evaluator be paid _____% by the plaintiff and _____% by the defendant, subject to reallocation by the Court.

OR

The parties do not agree on allocation of the cost of a forensic evaluator and request that the court determine the allocation thereof.

D. FINANCIAL:

(1) Maintenance is: **unresolved** OR **resolved as follows:**

_____.

(2) Child Support is: **unresolved** OR **resolved as follows:**

_____.

(3) Equitable Distribution is: **unresolved** OR **resolved** *(if resolved explain below and attach any orders, agreements or stipulations regarding the same hereto)*

_____.

(4) Attorney's Fees: **unresolved** OR **resolved** *(if resolved explain below and attach any orders, agreements or stipulations regarding the same hereto)*

_____.

E. OTHER:

List all other causes of action and ancillary relief issues that are unresolved:

**ANY ISSUES NOT SPECIFICALLY LISTED IN THIS STIPULATION AS UNRESOLVED
MAY NOT BE RAISED IN THIS ACTION UNLESS GOOD CAUSE IS SHOWN.**

F. PENDENTE LITE RELIEF:

With respect to *pendente lite* relief, the parties stipulate and agree that:

G. DISCOVERY:

(1) PRESERVATION OF EVIDENCE:

- (a) **Financial Records:** Each party shall maintain all financial records in his or her possession through the date of the execution of a final stipulation of settlement, separation agreement, or entry of a judgment of divorce, whichever occurs first.
- (b) **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.
- (c) **Other Evidence to be preserved:**

(2) **DOCUMENT PRODUCTION:**

(a) **No later than 45 days after the date of this Order**, the parties shall exchange the following records for the following periods:

(Cross out any item that is not to be exchanged between the parties)

Time Period Requested

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

Absent any specified time period, 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, that party shall take all reasonable steps to obtain such records within the stated time period.

Any written authorization to obtain any such records directly from the source shall be executed by the party within five business days of presentation of such written authorization, or in the event that such authorization is presented at the preliminary conference then it shall be executed at the preliminary conference.

No later than sixty days from the date of this Order, the parties shall notify the Court of all items to be provided above that have not been provided. Failure to comply with the scheduled discovery may result in sanctions, including the award of legal fees.

(b) No later than _____, a notice for discovery and inspection shall be served by plaintiff.

(c) No later than _____, a notice for discovery and inspection shall be served by defendant.

(3) **OTHER DISCOVERY:**

		Plaintiff	Defendant
(a)	Interrogatories:	Shall be served no later than _____	_____
(b)	Party Depositions:	Shall be completed no later than _____	_____
(c)	3rd-Party Depositions:	Shall be completed no later than _____	_____
(d)	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.**

H. EXPERTS (Valuation/Financial Experts and Other Experts)

(1) Check if experts are required to value any of the following, and indicate the date of valuation:

	Plaintiff	Defendant	Date of Valuation
(A) Deferred compensation	_____	_____	_____
(B) Retirement assets	_____	_____	_____
(C) Business interest	_____	_____	_____
(D) Professional practice	_____	_____	_____
(E) License/Degree/Certification	_____	_____	_____
(F) Jewelry	_____	_____	_____
(G) Separate property	_____	_____	_____
(H) Residential real estate	_____	_____	_____
(I) Commercial real estate	_____	_____	_____
(J) Stock options, stock plans or other benefit plan	_____	_____	_____
(K) Intellectual property	_____	_____	_____
(L) Sports Memorabilia	_____	_____	_____
(M) Other Identify: _____	_____	_____	_____

(2) **Neutral Experts:**

(a) The parties agree to the appointment of the following experts by the Court, and the parties further agree that they will be bound by the results thereof:

1. **Pension Appraisal(s)** Not applicable

Pension appraisal(s) for the plaintiff and/or the defendant shall be

performed by: _____ and the cost shall be

paid as follows: _____ % by the plaintiff, and _____ % by the defendant.

Each party shall execute any requisite authorizations for pension appraisals and cause the same to be delivered to the above mentioned expert **no later than ten (10) business days from the date of this order**; copies of said authorizations shall be sent at same time to all opposing counsel and the Court.

2. **Real Property Appraisal(s)** Not applicable

Real Property appraisal(s) for the following real property :

_____ shall be performed by: _____ and the cost

shall be paid as follows: _____ % by plaintiff, and _____ % by defendant.

3. **Business Appraisal(s)**

Plaintiff's Business(es): Not applicable

Appraisal(s) for the **plaintiff's business(es)** known as _____ shall be performed by: _____ and the cost shall be paid as follows: _____ % by plaintiff, and _____ % by defendant.

Defendant's Business(es): Not applicable

Appraisal(s) for the **defendant's business(es)** known as _____ shall be performed by: _____ and the cost shall be paid as follows: _____ % by plaintiff, and _____ % by defendant.

4. **License Valuation(s)**

Plaintiff's License Degree Certification: Not applicable

Valuation for the **plaintiff's** _____ shall be performed by: _____ and the cost shall be paid as follows: _____ % by plaintiff, and _____ % by defendant.

Defendant's License Degree Certification: Not applicable

Valuation for the **defendant's** _____ shall be performed by: _____ and the cost shall be paid as follows: _____ % by plaintiff, and _____ % by defendant.

5. **Other Appraisal** Not applicable

The Court shall appoint a neutral expert for items _____ listed above in section H.1 (on page 6). Such appraisal(s) for said items shall be performed by _____ and the cost shall be paid as follows: _____ % by plaintiff, and _____ % by defendant.

(b) The parties are unable to agree to the appointment of a neutral expert for the following items _____ listed above in section H 1. (on page 6). 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, the source of funds for payment, and each party's responsibility for such payment.

The parties may suggest names for the Court to consider appointing. Said names shall be submitted by letter **no later than ten (10) business days from the date of this order.**

(c) The parties shall notify the Court no later than _____ as to whether any other neutral experts are required.

- (3) **Experts to be Retained by a Party:** Not applicable
 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.

Expert reports are to be exchanged by _____. Absent any date
 specified, they are to be exchanged 60 days prior to trial. Reply reports are to be
 exchanged 30 days after service of an expert report.

- (4) **Additional Experts:**
 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, 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.

I. HEALTH INSURANCE COVERAGE NOTICE :

I fully understand that upon the entry of the divorce agreement, I may no longer be
 allowed to receive health coverage under my former spouse's health insurance plan. I
 may be entitled to purchase health insurance on my own through a COBRA option, if
 available, otherwise I may be required to secure my own health insurance coverage.

J. FURTHER ORDERS:

- (1) **COMPLIANCE CONFERENCE**
The parties and **their attorneys** shall appear at a compliance conference to be held on
 _____ at _____ am/pm .

- (2) **NOTE OF ISSUE**
 A Note of Issue shall be filed on or before _____. Failure to file a Note
 of Issue as directed herein may result in dismissal pursuant to CPLR 3216.

- (3) **TRIAL**
 The trial in this matter shall be held on: _____ at _____ am/ pm

- (4) **AUTOMATIC ORDERS (Domestic Relations Law §236(B)(2)(a)&(b))**
 PURSUANT TO DOMESTIC RELATIONS LAW § 236 (B)(2)(a) &(b), both 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:

(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 fo 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 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.

(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.

Dated: _____

Plaintiff

Defendant

Attorney(s) for Plaintiff

Attorney(s) for Defendant

Dated: _____
Central Islip, New York

SO ORDERED:

Justice of the Supreme Court