

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

-----X

Plaintiff,

- against -

Defendant.

Index No.: _____

Part No.: _____

-----X

**PRELIMINARY CONFERENCE STIPULATION/ORDER
CONTESTED MATRIMONIAL**

PRESIDING: Hon.
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.

A. ATTORNEY INFORMATION

PLAINTIFF:
Attorney's Name: _____
Firm Name: _____
Firm Address:

DEFENDANT:
Attorney's Name: _____
Firm Name: _____
Firm Address:

Phone: () _____
Fax: () _____
Email: _____

Phone: () _____
Fax: () _____
Email: _____

B. BACKGROUND & PARTIES' INFORMATION:

1. Summons: Date filed: _____ Date served: _____
2. Date of Marriage: _____
3. Civil or Religious Ceremony: _____

4. Parties have been separated since: _____

5. Name(s) and date(s) of birth of child(ren):

Name: _____ DOB: _____

Name: _____ DOB: _____

Name: _____ DOB: _____

Name: _____ DOB: _____

6. Plaintiff:

Age: _____ DOB: _____

Current Address: _____

Occupation: _____

Approximate Annual Gross Income: \$ _____

Employer: (If unemployed, set forth the date & nature of last employment):

Please note if W-2 Employee: YES NO

7. Defendant:

Age: _____ DOB: _____

Current Address: _____

Occupation: _____

Approximate Annual Gross Income: \$ _____

Employer: (If unemployed, set forth the date & nature of last employment):

Please note if W-2 Employee: YES NO

8. Marital Residence

Address: _____

Who resides in Marital Residence: _____

9. The Court has received a copy of: Plaintiff Defendant
(Date Filed **OR** To Be Filed)

(a) A sworn statement of net worth as of _____
date of commencement of the action. _____

(b) A signed copy of each party's
attorney's retainer agreement. _____

10. An Order of Protection has been issued against:
(Attach copy of order(s))

Plaintiff: ____ YES ____ NO

Defendant: ____ YES ____ NO

Issue Date: _____

Issue Date: _____

Issuing Court: _____

Issuing Court: _____

Index/Docket #: _____

Index/Docket #: _____

Expiration Date: _____

Expiration Date: _____

Currently in Effect?
____ YES ____ NO

Currently in Effect?
____ YES ____ NO

Are the children protected parties in any Order of Protection? ____ YES ____ NO

11. Involvement in Other Courts on Related Issues

Except as set forth above, set forth the issuing Court, the effective date of the Order, the termination date (if any) and the subject matter addressed by each Order of another Court. Also specify any pending petitions, including the name of the moving party, the relief sought, the index/docket number and the next scheduled court appearance and/or return date. Copies of any Orders presently in effect on related issues such as custody, support, and/or family offense or domestic violence, shall be attached.

12. Plaintiff/Defendant requests a translator in the _____ language.

13. (a) Please identify and state the nature of any Premarital, Marital, Separation or other Agreements and/or Orders, including dates, which affect the rights of either of the parties in this action. (A copy of which is attached or uploaded to NYSCEF as Doc # ____ .)

(b) Plaintiff/Defendant shall challenge the Agreement dated _____ by _____, **which shall be no later than 60 days from this Order.** If no challenge is asserted by that date, it is waived unless good cause is shown.

C. GROUNDS FOR DIVORCE:

1. The Complaint (was) (or will be) served on: ____/____/____
***This date shall be the date used to determine the timeliness of a Notice of Discontinuance (CPLR 3217(a))**
2. A Responsive Pleading (was) (or will be) served on: ____/____/____
3. Reply to Counterclaim, if any, (was) (or will be) served on: ____/____/____
4. The issue of grounds is **resolved** **unresolved.**

If the issue of grounds is **resolved**, the parties agree that Plaintiff/Defendant will proceed on an uncontested basis to obtain a divorce on the grounds of DRL § 170(7) and the parties waive the right to serve a Notice to Discontinue pursuant to CPLR 3217(a) unless on consent of the parties.

5. Other: _____

D. CUSTODY:

1. The issue of parenting time is **resolved** **unresolved.**
2. The issues relating to decision-making are **resolved** **unresolved.**

- (a) If the issues of custody, including parenting time and decision-making, are resolved: The parties are to submit an agreement/stipulation no later than _____.
- (b) 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 an Attorney for the Child/Guardian ad Litem and/or a forensic evaluation and set a schedule for resolving all issues relating to custody.

3. **ATTORNEY FOR CHILD(REN) or GUARDIAN AD LITEM:** Subject to judicial approval, the parties request that the Court appoint an Attorney for the parties' minor child(ren) ("AFC"). The cost of the AFC's services shall be paid as follows: _____.

FORENSIC: Subject to judicial approval, the parties request that the Court appoint a neutral forensic expert to conduct a custody/parental access evaluation of the parties and their child(ren). Subject to Judicial approval, the cost of the forensic evaluation shall be paid as follows: _____.

Any appointment of an Attorney for the Child/Guardian ad Litem or forensic evaluator shall be by separate order which shall designate the individual appointed, the manner of payment, source of funds for payment, and each party's responsibility for such payment.

E. FINANCIAL:

- (1) Maintenance is resolved unresolved
- (2) Child Support resolved unresolved
- (3) Equitable Distribution is resolved unresolved
- (4) Counsel Fees are resolved unresolved

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

Any issues not specifically listed in this Order as unresolved may not be raised in this action unless good cause is shown.

F. SEPARATE PROPERTY CLAIMS:

G. OTHER:

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

H. PENDENTE LITE RELIEF:

Provide the specific details regarding the interim resolution of any of the following issues or state N/A/. RESOLUTION WILL CONSTITUTE A "SO-ORDERED" STIPULATION.

1. Children

a. The issue of custody is: Resolved: _____ to be determined

Provide details: _____

b. The issue of children's residence is Resolved: _____ to be determined _____

Provide details: _____

c. The issue of parenting time is: Resolved: _____ to be determined

Provide details: _____

d. The issues relating to decision making are Resolved: _____ to be determined _____

Provide details: _____

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

2. Exclusive Use of the Marital Residence: _____

3. Child Support: _____

4. Child Care Expenses: _____
5. Educational Expenses: _____
6. Spousal Maintenance: _____
7. Mortgage/Real Estate Taxes/Homeowner's Insurance: _____
8. Additional Carrying Charges: _____
9. Uncovered Health Expenses: _____
 Parties agree to use "in network" providers unless otherwise agreed in writing: Yes _____ No _____
10. Auto Expenses: _____
11. Counsel Fees: _____
12. Expert Fees: _____
13. Other (specify): _____

OR

See annexed Order _____

See annexed Stipulation _____

I. PENDENTE LITE APPLICATIONS:

1. In the event problems arise with regard to pendente lite issues, counsel are urged to contact chambers to schedule a conference to address and attempt to resolve such issues in lieu of prosecuting any motions in the first instance.
2. A party seeking pendente lite maintenance shall present to the Court, as part of the moving papers, a worksheet reflecting the mathematical calculations under the temporary maintenance statute. The party may argue why the formula under the statute may be unjust or inappropriate in the particular case, but such argument does not obviate the requirement for presenting the worksheet.

J. DISCOVERY:

The Court orders that all Discovery shall be governed by the C.P.L.R., D.R.L. and Uniform Rules for Trial Courts. Discovery shall be completed pursuant to the following deadlines. No extension of time will be granted except for good cause shown. Failure to timely serve demands may be deemed by the Court to constitute a waiver. Depositions shall continue day to day until completed.

IN LIEU OF ANY FORMAL MOTION TO COMPEL COMPLIANCE, COUNSEL ARE DIRECTED IN THE FIRST INSTANCE TO CONTACT THE COURT IMMEDIATELY IF IT APPEARS THAT THERE ARE ANY PROBLEMS COMPLYING WITH THE FOLLOWING SCHEDULE.

1. Preservation of Evidence:

(a) **Financial Records:** Each party shall maintain all financial records in his or her possession or under his or her control through the date of the entry of a judgment of divorce.

(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 drives, 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:

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

Time Period

_____	Federal, state and local tax returns, including all schedules, K-1s, 1099s, W-2s and similar data.
_____	Credit card statements for all credit cards used by a party.
_____	Checking account statements, cancelled checks and check registers for joint and individual accounts.
_____	Brokerage account statements for joint and individual accounts.
_____	Savings account statements for joint and individual accounts.
_____	Other: (specify) _____

Absent any specified time period, the records listed above 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.

(b) Service of Notice For Discovery and Inspection:

Plaintiff: ___/___/___ Defendant: ___/___/___

(c) Responses to Notice for Discovery and Inspection:

Plaintiff:___/___/___ Defendant:___/___/___

(d) Service of Interrogatories:

Shall be limited to 20 questions including subparts absent leave of Court.

Plaintiff:___/___/___ Defendant:___/___/___

(e) Response to Interrogatories:

Plaintiff:___/___/___ Defendant:___/___/___

(f) Depositions (date to be held):

Plaintiff:___/___/___ Defendant:___/___/___

(g) Non Party Depositions (date to be held):

Plaintiff:___/___/___ Defendant:___/___/___

Failure to comply with the provisions of this section may result in sanctions, including the award of legal fees, and other penalties.

K. VALUATION/FINANCIAL EXPERTS

1. **Neutral Experts** – The parties request that the Court appoint a neutral expert to value the following:

The cost of the valuations shall be paid (subject to reallocation): _____% Plaintiff and _____% Defendant

- (a) Deferred compensation/Retirement assets _____
- (b) Business interest _____
- (c) Professional practice _____
- (d) Real property _____
- (e) Stock options, stock plans or other benefit plan _____
- (f) Intellectual property _____
- (g) Other (identify): _____

The parties agree that the appointment of the neutral expert as specified above, 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 if not agreed above.

If the Court does not appoint the neutral expert(s) requested above simultaneously with the signing of this Order, then the parties may suggest names for the Court to consider appointing. Said names shall be submitted by letter no later than _____.

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

ALL EXPERTS SHALL BE CONSIDERED NEUTRAL, SUBJECT TO CROSS-EXAMINATION. ALL EXPERT REPORTS SHALL BE DEEMED IN EVIDENCE AT TRIAL SUBJECT TO CROSS-EXAMINATION. THE PARTY WISHING TO CROSS-EXAMINE THE EXPERT SHALL ARRANGE FOR HIS/HER APPEARANCE IN COURT AND PAY THE NECESSARY COSTS OF SAID APPEARANCE, SUBJECT TO ANY FURTHER APPLICATION OR ORDER OF THE COURT.

2. Experts to be Retained by a Party:

Each party shall select his/her own expert to value _____ . 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. 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 or 30 days after receipt of the report of the neutral expert, whichever is later. Reply reports are to be exchanged 30 days after service of an expert report.

3. Additional Experts:

If, as of the date of this order, a net worth statement has not been served or a party cannot identify all assets for valuation or cannot identify all issues for an expert, then, upon the parties' becoming aware of such assets or issues, that party promptly shall notify the other party as to any assets for valuation or any issue for 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.

L. HEALTH INSURANCE COVERAGE NOTICE:

Each party fully understands that upon the entry of a divorce judgment, he/she may no longer be allowed to receive health coverage under his/her former spouse's health insurance plan. Each party understands that he/she may be entitled to purchase health insurance on his/her own through a COBRA option, if available, otherwise he/she may be required to secure his/her own health insurance coverage.

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

Each party acknowledges that he/she has received a copy of the Automatic Statutory Restraints/Automatic Orders (D.R.L. §236[B][2]). Each party acknowledges that he/she understands that he/she is bound by those Restraints/Orders 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.

N. PARENT EDUCATION:

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

O. ALTERNATE DISPUTE RESOLUTION/MEDIATION:

The parties *are* OR *are not* aware of the existence of mediation, collaborative processes and other alternative dispute resolution methods.

P. NOTICE OF GUIDELINE MAINTENANCE

Each party acknowledges receipt of the following notice from the Court:

If your divorce was commenced on or after January 25, 2016, this Notice is required to be given to you by the Supreme Court of the county where your divorce was filed to comply with the Maintenance Guidelines Law ([S. 5678/A. 7645], Chapter 269, Laws of 2015) because you may not have counsel in this action to advise you. **It does not mean that your spouse is seeking or offering an award of "Maintenance" in this action. Maintenance" means the amount to be paid to the other spouse for his or her support, either during the pendency of the divorce action as temporary maintenance or after the divorce is final as post-divorce maintenance.**

You are hereby given notice that under the Maintenance Guidelines Law (Chapter 269, Laws of 2015), there is an obligation to award the guideline amount of maintenance on income up to \$228,000 (eff. 3/1/24) to be paid by the party with the higher income (the maintenance

payor) to the party with the lower income (the maintenance payee) according to a formula, unless the parties agree otherwise or waive this right. Depending on the incomes of the parties, the obligation might fall on either the Plaintiff or Defendant in the action.

There are two formulas to determine the amount of the obligation. If you and your spouse have no children, the higher formula will apply. If there are children of the marriage, the lower formula will apply, but only if the maintenance payor is paying child support to the other spouse who has the children as the custodial parent. Otherwise the higher formula will apply.

Lower Formula

- (a) Multiply Maintenance Payor's Income by 20%.
- (b) Multiply Maintenance Payee's Income by 25%.
- (c) Subtract Line b from Line a: = **Result 1**
- (d) Subtract Maintenance Payee's Income from 40 % of Combined Income* = **Result 2.**
- (e) Enter the lower of **Result 2** or **Result 1**, but if less than or equal to zero, enter zero.

THIS IS THE CALCULATED GUIDELINE AMOUNT OF MAINTENANCE WITH THE LOWER FORMULA

Higher Formula

- (a) Multiply Maintenance Payor's Income by 30%
- (b) Multiply Maintenance Payee's Income by 20%
- (c) Subtract Line b from Line a= **Result 1**
- (d) Subtract Maintenance Payee's Income from 40 % of Combined Income*= **Result 2**
- (e) Enter the lower of **Result 2** or **Result 1**, but if less than or equal to zero, enter zero.

THIS IS THE CALCULATED GUIDELINE AMOUNT OF MAINTENANCE WITH THE HIGHER FORMULA

***Combined Income equals Maintenance Payor's Income up to \$228,000 plus Maintenance Payee's Income**

The Court is not bound by the Guideline Amount of Maintenance and may deviate therefrom in the Court's discretion as set forth in the statute.

The Court will determine, in its discretion, how long maintenance will be paid in accordance with the statute.

- Q.**
1. 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 the conference, counsel shall also be prepared to discuss settlement.
 2. 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.

THE TRIAL IN THIS MATTER SHALL BE HELD ON:

_____ in part/room _____ at _____.

All of the above is hereby stipulated to by the parties:

Plaintiff (Signature)

Defendant (Signature)

Plaintiff (Print Name)

Defendant (Print Name)

Plaintiff's Attorney (Signature)

Defendant's Attorney (Signature)

Plaintiff's Attorney (Print Name)

Defendant's Attorney (Print Name)

Attorney for the Child(ren) (Signature)

Attorney for the Child(ren) (Print Name)

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.

Dated: _____, 20____

SO ORDERED:

Justice of the Supreme Court

- There is no addendum to this Preliminary Conference Order.**
- There is an addendum of _____ pages which is attached to this Preliminary Conference Order.**