

**UNCONTESTED
DIVORCE**

NYCOURTS.GOV

11th JD - Civil Term, Queens Supreme

Matrimonial Office Requirements for Filing Uncontested Divorce Papers

PLEASE NOTE: COURT PERSONNEL ARE PROHIBITED FROM GIVING LEGAL ADVICE AND ARE NOT ALLOWED TO FILL OUT THE FORM FOR YOU.

The filing fee an **Uncontested Note of Issue and Request for Judicial Intervention** is \$125. payable to the Queens County Clerk. You must file the NOI and RJI and pay the required filing fee in the office of the Queens County Clerk (Rm. 106) before submitting your uncontested papers in Rm. 140.

In order to place a matrimonial action on the uncontested calendar the following papers must be submitted to the Matrimonial Office in Rm. 140:

1. A copy of the **Request for Judicial Intervention** (form [UD-13](#)) stamped by the county clerk as proof of payment. If there are children of the marriage under the age of 18 you must also file and submit a copy of the **Addendum Form** ([form 840M](#))
2. A copy of the **Note of Issue** (form [UD-9](#))
3. A current copy of the **county clerk's minutes** (obtained in Rm. 106)
4. An exact copy of the document(s) which were filed with the county clerk to commence the action, namely the **Summons with Notice** (form [UD-1](#)) or **Summons** (form [UD-1A](#)) and **Verified Complaint** (form [UD-2](#)) along with **Notice pursuant to Sec.236b and Sec. 255 of the Domestic Relations Law; Notice of Guideline Maintenance** for actions commenced on or after 1/25/16
5. **Proof of Service** of the documents stated in item 4. This should be in the form of an **Affidavit of Service** (form [UD-3](#)) or an **Affidavit of Defendant** (form [UD-7](#))
6. **Affidavit of Regularity** (form [UD-5](#))
7. **Part 130 Certification** (form [UD-12](#))
8. **Sworn Statement of Removal of Barriers to Remarriage** (form [UD-4](#)), along with **Affidavit of Service** (form [UD-4A](#))
9. **Affidavit of Plaintiff** (form [UD-6](#))
Note: An action for annulment based on fraud or an action for divorce based on adultery must have a corroborating affidavit signed by someone other than the plaintiff or the defendant.
10. **Findings of Fact/ Conclusions of Law** (form [UD-10](#))
11. **Judgment of Divorce** (form [UD-11](#))
12. A **certified copy** of the **Separation Agreement** must be submitted if this is the grounds for the divorce (**DRL 170 (6)**) with proof that it has been filed with the appropriate county clerk's office.

13. Original or certified copies of all other **stipulations** or **agreements** (signed and acknowledged by both parties) **stamped 'fee paid' by the county clerk**. (This includes any amendments or addendums.) Note: Attorney certifications per CPLR 2105 are acceptable.
14. Certificate of Dissolution of Marriage (form [DOH2168](#)).
15. Optional- A self-addressed stamped postcard which will be used by the county clerk's office to notify you that the judgment has been signed and entered.

If there are children under the age of 21, the following additional documents must be submitted:

1. **Child Support Worksheet** (form [UD-8](#)-(3))
2. Copies of prior **orders of Family Court regarding custody, visitation and child support**, if any.
3. **Support Collection Unit Information Sheet** (form [UD-8a](#))
4. **Qualified Medical Child Support Order** (form [UD-8b](#))
5. **UCS-111 (UCS Divorce and Child Support Summary Form)**
6. **Income Withholding Order**, if applicable
7. **New York State Case Registry Filing Form** (required with support orders payable to other than a Support Collection Unit)

If the action was commenced on or after 1/25/16 and either party is seeking maintenance you must submit:

1. **Annual Income Worksheet** (form UD-8(1))
2. **Maintenance Guidelines Worksheet** (form UD-8(2))

ALL DOCUMENTS SHOULD BE INDIVIDUALLY STAPLED

THE PAPERS NEEDED TO OBTAIN AN UNCONTESTED DIVORCE IN NEW YORK STATE:

Notice of Automatic Orders

Notice of Guideline Maintenance for actions commenced on or after 1/25/16

Notice Concerning Continuation of Health Care Coverage

- 1) Summons With Notice (Form UD-1) OR 1a) Summons (to be served with Verified Complaint (Form UD-1a)
 - 2) Verified Complaint (Form UD-2)
 - 3) Affirmation of Service (Form UD-3)
 - 4) Sworn Statement of Removal of Barriers to Remarriage (Form UD-4)
and Affirmation of Service (Form UD-4a)
 - 5) Affirmation of Regularity (Form UD-5)
 - 6) Sworn Affirmation of Plaintiff (Form UD-6)
 - 7) Affirmation of Defendant (Form UD-7)
 - 8(1) Annual Income Worksheet (Form UD-8(1))
 - 8(2) Maintenance Guidelines Worksheet (Form UD-8(2)) for divorces commenced on or after 1/25/16
 - 8(3)) Child Support Worksheet (Form UD-8-(3))
 - 8a) Support Collection Unit Information Sheet (Form UD-8a)
 - 8b) Qualified Medical Child Support Order ("QMCSO") (Form UD-8b)
 - 9) Note of Issue (Form UD-9)
 - 10) Findings of Fact/Conclusions of Law (Form UD-10)
 - 11) Judgment of Divorce (Form UD-11)
 - 12) Part 130 Certification (Form UD-12)
 - 13) Request for Judicial Intervention ("RJI") (Form UD-13) and Addendum (Form 840M)
 - 14) Notice of Entry (Form UD-14)
 - 15) Affirmation of Service of Judgment of Divorce
- Certificate of Dissolution of Marriage
Self-Addressed and Stamped Postcard
UCS-111 (UCS Child Support Summary Form)

SUPPLEMENTAL APPENDIX OF FORMS

A. Income Withholding Order and Applying for Child Support Services

A-1 Application for Child Support Services Form LDSS-5143*

OR Short Form Application for Child Support Services

A-2 Income Withholding Order form for Child Support or Combined Child and Spousal Support - LDSS-5037 (Non-IV-D IWO)

A-2A Income Withholding Order form for Spousal Support only - LDSS-5038 (Spousal Support Only IWO)

(Important Note: LDSS-5037 and LDSS-5038 are the actual Forms)

A-2B Income Withholding for Support: General Information and Instructions for Issuing - LDSS-5039*

(Important Note: Do not complete this form. Use it as a guide when filling out the actual Forms)

B. New York State Case Registry Filing Form with Instructions attached

C. Notice of Settlement

D. Poor Person Order

E. Affirmation in Support of Application to Proceed as a Poor Person

F. Affirmation of Service of Proposed Poor Person's Order

G. DRL 255 Addendum

*available at http://www.nycourts.gov/divorce/divorce_withchildrenunder21.shtml

NOTE: EXCEPT WHERE NOTED WITH AN ASTERISK, FORMS ON THIS PAGE ARE AVAILABLE IN THE UNCONTESTED DIVORCE PACKETS AND ONLINE AT

http://www.nycourts.gov/divorce/divorce_withchildrenunder21.shtml

NOTICE OF ENTRY OF AUTOMATIC ORDERS (D.R.L. 236) Rev. 1/13
FAILURE TO COMPLY WITH THESE ORDERS MAY BE DEEMED
A CONTEMPT OF COURT

PURSUANT TO the Uniform Rules of the Trial Courts, and DOMESTIC RELATIONS LAW § 236, Part B, Section 2, both you and your spouse (the parties) are bound by the following **AUTOMATIC ORDERS**, which have been entered against you and your spouse in your divorce action pursuant to 22 NYCRR §202.16(a), and 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) ORDERED: Neither party shall transfer, encumber, assign, remove, withdraw 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) ORDERED: 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 ; except that any party who is already in pay status may continue to receive such payments thereunder.

(3) ORDERED: Neither party shall incur unreasonable debts hereafter, including, but not limited to further borrowing against any credit line secured by the family residence, further encumbrancing 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) ORDERED: 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, and each party shall maintain the existing medical, hospital and dental insurance coverage in full force and effect.

(5) ORDERED: 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.

IMPORTANT NOTE: After service of the Summons with Notice or Summons and Complaint for divorce, if you or your spouse wishes to modify or dissolve the automatic orders, you must ask the court for approval to do so, or enter into a written modification agreement with your spouse duly signed and acknowledged before a notary public.

Notice of Guideline Maintenance

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 (the person you are married to) is seeking or offering an award of “Maintenance” in this action. “Maintenance” means the amount to be paid to the other spouse for support after the divorce is final.**

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 \$203,000 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

1-Multiply Maintenance Payor’s Income by 20% .

2- Multiply Maintenance Payee’s Income by 25% .

Subtract Line 2 from Line 1: = **Result 1**

Subtract Maintenance Payee’s Income from 40 % of Combined Income* = **Result 2**.

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

1-Multiply Maintenance Payor’s Income by 30%

2- Multiply Maintenance Payee’s Income by 20%

Subtract Line 2 from Line 1= **Result 1**

Subtract Maintenance Payee’s Income from 40 % of Combined Income*= **Result 2**

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 \$203,000 plus Maintenance Payee’s Income**

Note: The Court will determine how long maintenance will be paid in accordance with the statute.

(Rev. 3/1/22)

**NOTICE CONCERNING CONTINUATION OF
HEALTH CARE COVERAGE**

(Required by section 255(1) of the Domestic Relations Law)

PLEASE TAKE NOTICE that once a judgment of divorce is signed in this action, both you and your spouse may or may not continue to be eligible for coverage under each other's health insurance plan, depending on the terms of the plan.

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF _____

-----X

Index No.: _____
Date Summons filed: _____
Plaintiff designates _____
County as the place of trial
The basis of venue is:

Plaintiff,

-against-

SUMMONS WITH NOTICE
Plaintiff/Defendant resides at:

Defendant.

-----X

ACTION FOR A DIVORCE

To the above named Defendant:

9 **YOU ARE HEREBY SUMMONED** to serve a notice of appearance on the *Plaintiff*
OR *Plaintiff's Attorney(s)* within twenty (20) days after the service of this summons, exclusive
of the day of service (or within thirty (30) days after the service is complete if this summons is not
personally delivered to you within the State of New York); and in case of your failure to appear,
judgment will be taken against you by default for the relief demanded in the notice set forth below.

10, 11 Dated _____

Plaintiff
 Attorney(s) for Plaintiff
Phone No.:
Address:

12

13 **NOTICE:** The nature of this action is to dissolve the marriage between the parties, on the
grounds: ****DRL §170 subd.** _____ - _____

The relief sought is a judgment of absolute divorce in favor of the Plaintiff dissolving the marriage
between the parties in this action.

14 The nature of any ancillary or additional relief requested (see p.14 of Instructions) is:

 Additional page describing ancillary relief requested is attached;
 Marital property to be distributed pursuant to separation agreement/stipulation;
 I waive distribution of Marital property;
For divorces commenced on or after 1/25/16 only: *I am not seeking maintenance as payee as
described in the Notice of Guideline Maintenance (the "Notice") other than what was already agreed
to in a written agreement/stipulation ; OR* *I seek maintenance as payee, as described in the Notice*
 NONE - I am not requesting any ancillary relief;
AND any other relief the court deems fit and proper

****Read pp. 3-5 of Instructions and insert the grounds for the divorce:**
DRL §170(1) - cruel and inhuman treatment DRL §170(4) - adultery
DRL §170(2) - abandonment DRL §170(5) - living apart one year after separation decree or judgment of separation
DRL §170(3) - confinement in prison DRL §170(6) - living apart one year after execution of a separation agreement
DRL §170(7) - irretrievable breakdown in relationship

1 SUPREME COURT OF THE STATE OF NEW YORK
2 3 COUNTY OF _____

4 -----X

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-against- Plaintiff,

7

8

Defendant.

-----X

Index No.: _____

Date Summons filed: _____

Plaintiff designates _____

County as the place of trial

The basis of venue is:

SUMMONS

Plaintiff/Defendant resides at:

ACTION FOR A DIVORCE

To the above named Defendant:

9

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the Plaintiff **OR** Plaintiff's Attorney(s) within twenty (20) days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or within thirty (30) days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

10, 11 Dated _____

Plaintiff

Attorney(s) for Plaintiff

12

Address:

Phone No.:

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

1

23

-----X

Index No.:

Plaintiff,
-against-

VERIFIED COMPLAINT

4

ACTION FOR DIVORCE

Defendant.

-----X

5

FIRST:

Plaintiff *herein / by* _____, complaining of the Defendant, alleges that the parties are over the age of 18 years and;

6

SECOND:

A) The *Plaintiff*
 Defendant has resided in New York State for a continuous period of at least two years immediately preceding the commencement of this divorce action.

===== **OR** =====

B) The *Plaintiff*
 Defendant resided in New York State on the date of commencement of this divorce action and for a continuous period of one year immediately preceding the commencement of this divorce action

AND:

a. the parties were married in New York State.

or

b. the parties have resided as married people in New York State.

===== **OR** =====

C) The cause of action occurred in New York State and *Plaintiff*
 Defendant resided in New York State for a continuous period of at least one year immediately preceding the commencement of this divorce action.

===== **OR** =====

D) The cause of action occurred in New York State and both parties were residents at the time of commencement of this divorce action.

7

THIRD: The Plaintiff and the Defendant were married on _____
in (city, town or village; and state or country) _____.

8 The marriage was *not* performed by a clergyman, minister or by a leader of the Society for Ethical Culture.

(If the word "not" is deleted above check the appropriate box below).

To the best of my knowledge I have taken all steps solely within my power to remove any barrier to the Defendant's remarriage. **OR**

I will take prior to the entry of final judgment all steps solely within my power to the best of my knowledge to remove any barrier to the Defendant's remarriage. **OR**

The Defendant has waived in writing the requirements of DRL §253 (Barriers to Remarriage).

9 **FOURTH:** There are no children of the marriage (see definition on p.7 of Instructions) **OR**

There *is (are)* _____ child(ren) of the marriage (see definitions on p.7 of Instructions), namely:

<u>Name</u>	<u>Date of Birth</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10 The Plaintiff resides at _____.
The Defendant resides at _____.

11 The parties are covered by the following group health plans:

Plaintiff

Defendant

Group Health Plan: _____

Group Health Plan: _____

Address: _____

Address: _____

Identification Number: _____

Identification Number: _____

Plan Administrator: _____

Plan Administrator: _____

Type of Coverage: _____

Type of Coverage: _____

12 **FIFTH:** The grounds for divorce that are alleged as follows:

Cruel and Inhuman Treatment (DRL §170(1)):

At the following times Defendant committed the following act(s) which endangered the Plaintiff's physical or mental well being and rendered it unsafe or improper for Plaintiff to continue to reside with Defendant.

(State the facts that demonstrate cruel and inhuman conduct giving dates, places and specific acts. Conduct may include physical, verbal, sexual or emotional behavior.)

(Attach an additional sheet, if necessary).

Abandonment (DRL 170(2)):

- That commencing on or about _____, and continuing for a period of more than one (1) year immediately prior to commencement of this action, the Defendant left the marital residence of the parties located at _____, and did not return. Such absence was without cause or justification, and was without Plaintiff's consent.
- That commencing on or about _____, and continuing for a period of more than one (1) year immediately prior to commencement of this action, the Defendant refused to have sexual relations with the Plaintiff despite Plaintiff's repeated requests to resume such relations. Defendant does not suffer from any disability which would prevent *her / him* from engaging in such sexual relations with Plaintiff. The refusal to engage in sexual relations was without good cause or justification and occurred at the marital residence located at _____.
- That commencing on or about _____, and continuing for a period of more than one (1) year immediately prior to commencement of this action, the Defendant willfully and without cause or justification abandoned the Plaintiff, who had been a faithful and dutiful spouse, by depriving Plaintiff of access to the marital residence located at _____. This deprivation of access was without the consent of the Plaintiff and continued for a period of greater than one year.

Imprisonment (DRL §170(3)):

- That after the marriage of Plaintiff and Defendant, Defendant was confined in prison for a period of three or more consecutive years, to wit: that Defendant is/was confined in _____ prison on the _____ day of _____, _____, and remained confined until the _____ day of _____, _____; **OR** remains confined to this date.
Name of correctional facility
Month *Year*
Month *Year*

Adultery (DRL §170(4)):

- That on the ___ day of _____, _____, at _____
Month *Year* *Location*
the Defendant voluntarily committed of an act of sexual or deviate sexual intercourse with a person other than the Plaintiff after the marriage of Plaintiff and Defendant.

Living Separate and Apart Pursuant to a Separation Decree or Judgment of Separation(DRL §170(5)):

- (a) That the _____ Court, _____ County, _____ (Country or State) rendered a decree or judgment of separation on _____, under Index Number _____; and
- (b) that the parties have lived separate and apart for a period of one year or longer after the granting of such decree; and
- (c) that the Plaintiff has substantially complied with all the terms and conditions of such decree or judgment.

Living Separate and Apart Pursuant to a Separation Agreement (DRL §170(6)):

- (a) That the Plaintiff and Defendant entered into a written agreement of separation, which they subscribed and acknowledged on _____, in the form required to entitle a deed to be recorded; and
- (b) that the *agreement / memorandum of said agreement* was filed on _____ in the Office of the Clerk of the County of _____, wherein *Plaintiff / Defendant* resided; and
- (c) that the parties have lived separate and apart for a period of one year or longer after the execution of said agreement; and
- (d) that the Plaintiff has substantially complied with all terms and conditions of such agreement.

Irretrievable Breakdown in Relationship for at Least Six Months (DRL §170(7)):

- That the relationship between Plaintiff and Defendant has broken down irretrievably for a period of at least six months.

13 SIXTH: There is no judgment of divorce and no other matrimonial action between the parties pending in this court or in any other court of competent jurisdiction.

WHEREFORE, Plaintiff demands judgment against the Defendant as follows:

A judgment dissolving the marriage between the parties

AND

continued on next page

14 The nature of any ancillary or additional relief requested (see p.16 of Instructions) is:

- Additional page describing ancillary relief requested is attached;
- Marital property to be distributed pursuant to separation agreement/stipulation;
- I waive distribution of Marital property;

For divorces commenced on or after 1/25/16 only: *I am not seeking maintenance as payee as described in the Notice of Guideline Maintenance (the "Notice") other than what was already agreed to in a written agreement/stipulation ;* OR *I seek maintenance as payee, as described in the Notice.*

NONE - I am not requesting any ancillary relief;
AND any other relief the court deems fit and proper

15 Dated: _____

16 *Plaintiff*
 Attorney(s) for Plaintiff
Address:

17 STATE OF NEW YORK, COUNTY OF _____ ss:

I _____ (Print Name), am the Plaintiff in the within action for a divorce. I have read the foregoing complaint and know the contents thereof. The contents are true to my own knowledge except as to matters therein stated to be alleged upon information and belief, and as to those matters I believe them to be true.

*Subscribed and Sworn to
before me on

Plaintiff's Signature

NOTARY PUBLIC

*Despite amendment of CPLR 2106 to permit civil litigants to file affirmations instead of affidavits, this form should still be signed before a notary public to comply with DRL 211 (matrimonial pleadings must be verified); CPLR 3020 (verifications must be sworn); the no-fault ground must be sworn (DRL 170(7)); and DRL 253 (Sworn Statement of Removal of Barriers to Remarriage), all of which statutes remain in effect.

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

-----X

Plaintiff,

Index No.:

-against-

AFFIRMATION OF SERVICE

Defendant.

-----X

STATE OF _____ }

ss:

COUNTY OF _____ }

I, _____, affirm as follows:

1. I am not a party to the action, am over 18 years of age and reside at:

2. On _____, at _____ a.m./p.m. at _____
I served the *summons with notice* **OR** *summons and verified complaint*, and the notice of automatic orders, and, if the divorce was commenced on or after January 25, 2016, the notice of guideline maintenance

on _____, the Defendant named by delivering a true copy to the Defendant personally.

In addition I served a copy of the Child Support Standards Chart.

In addition I served a copy of the Notice of Continuation of Health Care Coverage

3. The notice required by the Domestic Relations Law, Section 232 -- "ACTION FOR A DIVORCE" -- was legibly printed on the face of the summons served on the Defendant.

4. I knew the person so served to be the person described in the summons as the Defendant. My knowledge of the Defendant and how I acquired it is as follows: (select one)

I have known the defendant for _____ years and _____

OR

I identified the Defendant by a photograph annexed to this affirmation and which was given to me by the Plaintiff.

OR

Plaintiff accompanied me and pointed out the Defendant.

OR

I asked the person served if he/she was the person named in the summons and Defendant admitted being the person so named.

5. I describe the individual served as follows:

<u>Sex</u>	<u>Height</u>	<u>Weight</u>	<u>Age</u>	<u>Color of Skin</u>	<u>Color of Hair</u>
<input type="checkbox"/> Male	<input type="checkbox"/> Under 5'	<input type="checkbox"/> Under 100 Lbs.	<input type="checkbox"/> 14-17 Yrs.	Describe color: _____ _____ _____	<input type="checkbox"/> Black
<input type="checkbox"/> Female	<input type="checkbox"/> 5'0"-5'3"	<input type="checkbox"/> 100-130 Lbs.	<input type="checkbox"/> 18-20 Yrs.		<input type="checkbox"/> Brown
	<input type="checkbox"/> 5'4"-5'8"	<input type="checkbox"/> 131-160 Lbs.	<input type="checkbox"/> 21-35 Yrs.		<input type="checkbox"/> Blond
	<input type="checkbox"/> 5'9"-6'0"	<input type="checkbox"/> 161-200 Lbs.	<input type="checkbox"/> 36-50 Yrs.		<input type="checkbox"/> Gray
	<input type="checkbox"/> Over 6'	<input type="checkbox"/> Over 200 Lbs.	<input type="checkbox"/> 51-65 Yrs.		<input type="checkbox"/> Red
			<input type="checkbox"/> Over 65 Yrs.		<input type="checkbox"/> White
					<input type="checkbox"/> Balding
					<input type="checkbox"/> Bald

Other identifying features, if any: _____.

- 10** 6a. *At the time I served the Defendant, I asked him/her if he/she was in the military service of this state, any other state, or this nation, and the Defendant responded in the negative.*
- 6b. *The Defendant stated that he/she is in the following military service _____.*
- 6c. The Defendant refused to answer.

11

Dated: _____

I, _____ (Print or Type Name), affirm this ___ day of _____, _____, under the penalties of perjury, under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

Server's Signature

SUPREME COURT OF THE STATE OF NEW YORK

1 COUNTY OF _____

-----X

2

3

Plaintiff,

Index No.: _____

-against-

SWORN STATEMENT
OF REMOVAL OF
BARRIERS TO REMARRIAGE

4

Defendant.

-----X

5

STATE OF _____ }

ss:

COUNTY OF _____ }

I _____ (Print Name), state under penalty of perjury that the parties' marriage was solemnized by a minister, clergyman or leader of the Society for Ethical Culture, and that;

6

To the best of my knowledge I have taken all steps solely within my power to remove all barriers to the Defendant's remarriage following the divorce.

OR

The Defendant has waived in writing the requirements of DRL §253.

7

Plaintiff's Signature

*Subscribed and Sworn to
before me on

NOTARY PUBLIC

*Despite amendment of CPLR 2106 to permit civil litigants to file affirmations instead of affidavits this form should still be signed before a notary public to comply with DRL 253 which requires a sworn statement and remains in effect.

Affirmation of Service

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

2 _____ being sworn, says, I am not a party to the action, and am
over 18 years of age. I reside at _____.

3 On _____, I served a true copy of the within Removal of Barriers Statement
on the Defendant:

personally at

OR

*by depositing a true copy thereof enclosed in a post-paid wrapper, in an official depository
under the exclusive care and custody of the U.S. Postal Service within New York State, to
the address designated by the Defendant at _____*

4

I, _____, (Print or Type Name), affirm this ___ day of _____, _____, under the penalties
of perjury, under the laws of New York, which may include a fine or imprisonment, that the foregoing is
true, and I understand that this document may be filed in an action or proceeding in a court of law.

Server's Signature

OR

5 Service of the within document is hereby acknowledged.

 Defendant's Signature **OR**
 Defendant's Attorney's Signature

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF _____

-----X

Plaintiff,

Index No.:

-against-

**AFFIRMATION
OF REGULARITY**

Defendant.

-----X

STATE OF _____ }

ss:

COUNTY OF _____ }

The undersigned states as follows:

I am *the attorney for* **OR** *the Plaintiff herein.*

This is a matrimonial action.

The *Summons with Notice* **OR** *Summons and Verified Complaint* and the Notice of Automatic Orders and, if the divorce action was commenced on or after January 25, 2016, the Notice of Guideline Maintenance were personally served upon the Defendant herein, *within* **OR** *outside* the State of New York as appears in the affidavit or affirmation of service submitted herewith.

Defendant has appeared *on his or her own behalf* **OR** *by the firm of: _____*
_____and executed an affidavit or affirmation that this matter be placed on the matrimonial calendar immediately.

OR

Defendant is in default for failure to serve a notice of appearance or failure to answer the complaint served in this action in due time, and the time to answer has not been extended by stipulation, court order, or otherwise.

WHEREFORE, I respectfully request that this action be placed on the undefended matrimonial calendar for trial.

I _____, affirm this ___ day of _____, _____, under the penalties of perjury, under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

 Plaintiff
 Attorney(s) for Plaintiff

1 SUPREME COURT OF THE STATE OF NEW YORK
2 COUNTY OF _____

-----X

3 Plaintiff,

Index No.: _____

-against-

4 SWORN
AFFIRMATION OF PLAINTIFF

Defendant.

-----X

5 STATE OF _____ }

ss:

COUNTY OF _____ }

6 _____, being duly sworn, says:

7 1. The Plaintiff's address is _____,
and social security number is _____. The Defendant's address is _____,
and social security number is _____.

8 2. A) The Plaintiff
 Defendant has resided in New York State for a continuous period of at least
two years immediately preceding the commencement of this divorce action.

=====OR=====

B) The Plaintiff
 Defendant resided in New York State on the date of commencement of this
divorce action and for a continuous period of one year immediately preceding the
commencement of this divorce action:

AND:

a. the parties were married in New York State.

or

b. the parties have resided as married persons in New York State.

=====OR=====

C) The cause of action occurred in New York State and Plaintiff
 Defendant resided in New
York State for a continuous period of at least one year immediately preceding the
commencement of this divorce action.

=====OR=====

D) The cause of action occurred in New York State and both parties were residents
at the time of commencement of this divorce action.

9 3. I married the Defendant on _____, in the City, Town or Village of _____, County of _____, State or Country of _____. The marriage was *not* performed by a clergyman, minister or by a leader of the Society for Ethical Culture.

10 (If the word “not” is deleted, check one of the following below:)

- To the best of my knowledge I swear that I have taken all steps solely within my power to remove any barrier to the Defendant’s remarriage. OR*
- I will take prior to the entry of final judgment all steps solely within my power to the best of my knowledge to remove any barrier to the Defendant’s remarriage. OR*
- I swear that the Defendant has waived in writing the requirements of DRL §253 (Barriers to Remarriage).*

11 4. There is (are) _____ child(ren) of the marriage under the age of 21 (see definition on page 7 of the Instructions)

<u>Name & Social Security Number</u>	<u>Date of Birth</u>
_____	_____
_____	_____
_____	_____
_____	_____

The present address of each minor child of the marriage under the age of 18 (see definition on page 7 of the Instructions) and all other places where each child has lived within the last five (5) years is as follows:

<u>Child</u>	<u>Present Address</u>
_____	_____
_____	_____
_____	_____

<u>Child</u>	<u>Other Address Within Last 5 years</u>
_____	_____
_____	_____
_____	_____

The name(s) and present address(es) of the person(s) with whom each minor child of the marriage under the age of 18 (see definition on page 7 of the Instructions) has lived within the last five (5) years is:

_____	_____
_____	_____
_____	_____

12 I have participated in other litigation concerning the custody of the minor child(ren) of the marriage (see definition on page 7 of the Instructions) in this or another state. Yes No

I have information of a custody proceeding concerning the minor child(ren) of the marriage (see definition on page 7 of the Instructions) pending in a court of this or another state. Yes No

I know of a person who is not a party to this proceeding who has physical custody of the minor child(ren) of the marriage (see definition on page 7 of the Instructions) or claims to have custody or visitation rights with respect to such child(ren). Yes No

13 The parties are covered by the following group health plans:

Plaintiff

Defendant

Group Health Plan: _____
Address: _____

Group Health Plan: _____
Address: _____

— Identification Number: _____

— Identification Number: _____

— Plan Administrator: _____

— Plan Administrator: _____

— Type of Coverage: _____

— Type of Coverage: _____

OR

Not Applicable.

No health plans are available to the parties through their employment

14 5. The grounds for dissolution of the marriage are as follows:

Cruel and Inhuman Treatment (DRL §170(1)):

At the following times Defendant committed the following act(s) which endangered the Plaintiff's physical or mental well being and rendered it unsafe or improper for Plaintiff to continue to reside with Defendant.

(State the facts that demonstrate cruel and inhuman conduct giving dates, places and specific acts. Conduct may include physical, verbal, sexual or emotional behavior.)

(Attach an additional sheet, if necessary)

Abandonment (DRL 170(2)):

- That commencing on or about _____, and continuing for a period of more than one (1) year immediately prior to commencement of this action, the Defendant left the marital residence of the parties located at _____, and did not return. Such absence was without cause or justification, and was without Plaintiff's consent.

- That commencing on or about _____, and continuing for a period of more than one (1) year immediately prior to commencement of this action, the Defendant refused to have sexual relations with the Plaintiff despite Plaintiff's repeated requests to resume such relations. Defendant does not suffer from any disability which would prevent *her / him* from engaging in such sexual relations with Plaintiff. The refusal to engage in sexual relations was without good cause or justification and occurred at the marital residence located at _____.

- That commencing on or about the _____, and continuing for a period of more than one (1) year immediately prior to commencement of this action, the Defendant willfully and without cause or justification abandoned the Plaintiff, who had been a faithful and dutiful spouse, by depriving Plaintiff of access to the marital residence located at _____. This deprivation of access was without the consent of the Plaintiff and continued for a period of greater than one year.

Confinement to Prison (DRL §170(3)):

- That after the marriage of Plaintiff and Defendant, Defendant was confined in prison for a period of three or more consecutive years, to wit: that Defendant is/was confined in _____ prison on the _____ day of _____, _____, and remained confined until the _____ day of _____, _____; **OR** remains confined to this date.
- Name of correctional facility*
- Month Year*
- Month Year*

Adultery (DRL §170(4)):

- That on the ___ day of _____, _____, at _____ the Defendant voluntarily committed of an act of sexual or deviate sexual intercourse with a person other than the Plaintiff after the marriage of Plaintiff and Defendant.
- Month Year Location*

Living Separate and Apart Pursuant to a Separation Decree or Judgment of Separation(DRL §170(5)):

- (a) That the _____ Court, _____ County, _____ (Country or State) rendered a decree or judgment of separation on _____ under Index Number: _____; and
- (b) that the parties have lived separate and apart for a period of one year or longer after the granting of such decree; and
- (c) that the Plaintiff has substantially complied with all the terms and conditions of such decree or judgment.

Living Separate and Apart Pursuant to a Separation Agreement (DRL §170(6)):

- (a) That the Plaintiff and Defendant entered into a written agreement of separation, which they subscribed and acknowledged on _____, in the form required to entitle a deed to be recorded; and
- (b) that the *agreement / memorandum of said agreement* was filed on _____ in the Office of the Clerk of the County of _____, wherein *Plaintiff / Defendant* resided; and
- (c) that the parties have lived separate and apart for a period of one year or longer after the execution of said agreement; and
- (d) that the Plaintiff has substantially complied with all terms and conditions of such agreement.

Irretrievable Breakdown in Relationship for at Least Six Months (DRL §170(7)):

- I swear that the relationship between Plaintiff and Defendant has broken down irretrievably for a period of at least six months.

15

6a.

In addition to the dissolution of the marriage, I am seeking the following ancillary relief:
The nature of any ancillary or additional relief requested (see p.19 of Instructions) is:

- Additional page describing ancillary relief requested is attached;
- Marital property to be distributed pursuant to separation agreement/stipulation;
- I waive distribution of Marital property;

For divorces commenced on or after 1/25/16 only: *I am not seeking maintenance as payee as described in the Notice of Guideline Maintenance (the "Notice") other than what was already agreed to in a written agreement/stipulation;* OR *I seek maintenance as payee, as described in the Notice.*

NONE- I am not requesting any ancillary relief;
AND any other relief the court deems fit and proper

6b. If DRL §170 subd. (7) is the ground alleged, then Plaintiff hereby affirms, by checking the Box A, B, or C or D below (**NOTE: BOX A, B, C or D below must be checked if DRL 170(7) is the ground alleged**), that the following statement is true:

All economic issues of equitable distribution of marital property, the payment or waiver of spousal support, the payment of child support, the payment of counsel and experts' fees and expenses as well as the custody and visitation with the minor children of the marriage:

- A. have been resolved by the parties and are to be incorporated into the Judgment of Divorce.
by oral settlement/ stipulation on the record; or
by written Settlement/ Separation Agreement
- B. will be determined by the Court and are to be Incorporated into the Judgment of Divorce.
- C. were determined by Family Court order (custody and visitation or child support and/ or spousal support issues only) which will be continued.
- D. are not to be incorporated into the Judgment of Divorce, since neither party to the divorce has contested any such issues.

16 7. The Defendant **is** in the military service and *has* waived his her rights under the New York State Soldiers' and Sailors' Civil Relief Act. *has not*

=====OR=====

- Defendant is not in the active military service of this state, or any other state or this nation.
- I know this because: *he/she* admitted it to *me / the process server* on _____.
- I have submitted with these papers an *investigator's affidavit or affirmation / Defendant's affidavit or affirmation* which states that Defendant is not in the active military service of this state, or any other state or this nation.

17 8. I am *not* receiving Public Assistance. To my knowledge the Defendant is *not* receiving Public Assistance.

18 9. No other matrimonial action is pending in this court or in any other court, and the marriage has not been terminated by any decree of any court of competent jurisdiction.

19 10. *Annexed to the "Affidavit or Affirmation of Service" of Summons and Complaint / Summons With Notice is a photograph. It is a fair and accurate representation of the Defendant.*

20

11. I am the custodial parent the non-custodial parent of the unemancipated child(*ren*) of the marriage (see definition on page 7 of the Instructions) entitled to receive child support pursuant to DRL §236(B)(7)(b),

AND

- (1) I request child support services through the Support Collection Unit which would authorize collection of the support obligation by the immediate issuance of an income execution for support enforcement.

OR

- (2) I am in receipt of such services through the Support Collection Unit.

OR

- (3) I have applied for such services through the Support Collection Unit.

OR

- (4) I am aware of but decline such services through the Support Collection Unit at this time. I am aware that an income deduction order (also known as an Income Withholding Order/Notice for Support) may be issued pursuant to CPLR §5242(c) without other child support enforcement services and that payment of an administrative fee may be required.

If (1) is selected, this Affirmation or another signed application for child support services such as the Short Form Application for Child Support Services or the LDSS-5143, together with a copy of the completed Support Collection Unit Information Sheet (Form UD-8a) and a copy of the signed Judgment of Divorce (Form UD-11) must be provided to the local Support Collection Unit in the county where the Plaintiff resides within 20 days after entry of the Judgment of Divorce.

21 *Plaintiff's* **OR** *Defendant's* prior surname is: _____

Pursuant to DRL § 240 1 (a-1)-Records Checking Requirements:

An Order of Protection *has been* *has never been* issued against me, enjoining me or requiring my compliance.

An Order of Protection *has* *has never been* issued in favor of or protecting me or my child(ren) or a member of my household.

List all Family/Criminal Court Docket #'s and Counties, _____
Supreme Court Index #'s and Counties _____

I or my child(ren) or my spouse has been named in a Child Abuse/Neglect Proceeding (FCA Art.10)
List all Family Court Docket #'s _____
and Counties _____

I or my child(ren) or my spouse has never been named in a Child Abuse/Neglect Proceeding (FCA Art.10)

I am registered under New York State's Sex Offender Registration Act
List all names under which _____
you are registered _____

I am not registered under New York State's Sex Offender Registration Act

22 If my divorce action was commenced on or after January 25, 2016, I acknowledge receipt of the Notice of Guideline Maintenance from the Court pursuant to DRL 236 B(6), Chapter 269 of the Laws of 2015, which was served with the Summons.

23 I have been provided a copy of Notice Relating to Health Care of the Parties. I fully understand that upon the entrance of this 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.

24

WHEREFORE, I _____ (print or type name), respectfully request that judgment be entered for the relief sought and for such other relief as the court deems fitting and proper.

I _____ (print or type name), affirm this ___ day of _____, _____, under the penalties of perjury, under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

Plaintiff's Signature

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF _____

-----X

Plaintiff,

Index No.:

-against-

**AFFIRMATION OF DEFENDANT
IN ACTION FOR DIVORCE**

Defendant.

-----X

STATE OF _____ }

ss:

COUNTY OF _____ }

I, _____, do state as follows:

I am the Defendant in the within action for divorce, and I am over the age of 18. I reside at _____.

1. I admit service of the *Summons with Notice* **OR** *Summons and Complaint* for divorce on __/__/20__ based upon the following grounds: Insert the grounds alleged in the *Summons with notice* or *Complaint*:

- DRL §170(1) cruel and inhuman treatment
- DRL §170(2) abandonment
- DRL §170(3) confinement in prison
- DRL §170(4) adultery
- DRL §170(5) living apart one year after separation decree or judgment of separation
- DRL §170(6) living apart one year after execution of a separation agreement
- DRL §170(7) irretrievable breakdown in relationship*(see Defendant’s Affirmation Notes)

I also admit service of the *Notice of Automatic Orders*, and, if the divorce was commenced or after 1/25/16, the *Notice of Guideline Maintenance*, and those of the following forms checked:

- Notice Concerning Continuation of Health Care Coverage*:
- other* _____

2. I appear in this action; however, I do not intend to respond to the summons or answer the complaint, and I waive the twenty (20) or thirty (30) day period provided by law to respond to the summons or answer the complaint. I waive the forty (40) day waiting period to place this matter on the calendar, and I hereby consent to this action being placed on the uncontested divorce calendar immediately.

TO THE DEFENDANT:

You should read the The Defendant’s Affirmation Notes on the last page of this Affirmation before completing this form. For instructions on how to fill out this form, see p. 21 of the instructions for Uncontested Divorces with Children which may be found at any Supreme Court Clerk’s Office or online at <http://www.nycourts.gov/divorce/pdfs/divorce-packet-instructions.pdf>

10 3. I am not a member of the military service of this state, any other state or this nation

OR

If in the military: I am aware of my rights under the New York State Soldiers' and Sailors' Civil Relief Act; however, I consent that this matter be placed on the Uncontested Matrimonial calendar and waive any rights I may have under the Act.

11 4a. I waive the service of all further papers in this action except for a copy of the final Judgment of Divorce.

OR

b. I request service of the following documents: *Note of Issue, Request for Judicial Intervention, Sworn Statement of Barriers to Remarriage, Proposed Judgment of Divorce, Proposed Findings of Facts and Conclusions of Law, Notice of Settlement, Qualified Medical Child Support Order, and any other proposed orders.*

12 5a. I am not seeking equitable distribution *other than what was already agreed to in a written stipulation.* I understand that I may be prevented from further asserting my right to equitable distribution.

5b. For divorces commenced on or after 1/25/16 only:

(i) *I am not seeking maintenance as payee as described in the Notice of Guideline Maintenance (the "Notice") other than what was already agreed to in a written agreement/stipulation ; OR (ii) I seek maintenance as payee, as described in the Notice .* **Note:** you must fill out and file with the court the Annual Income Statement (Form UD-8(1)) and a Maintenance Guidelines Worksheet (Form UD-8(2) if you check box **(ii)**.

13 6a. *I will take or have taken all steps solely within my power to remove any barriers to the Plaintiff's remarriage.*

6b. *I waive the requirements of DRL § 253 subdivisions (2),(3) and (4).*

14

7. I am custodial parent the non-custodial parent of the unemancipated child(ren) of the marriage (see definition on page 7 of the Instructions) entitled to receive child support pursuant to DRL §236(B)(7)(b),

AND

(1) I request child support services through the Support Collection Unit which would authorize collection of the support obligation by the immediate issuance of an income execution for support enforcement.

OR

(2) I am in receipt of such services through the Support Collection Unit.

OR

(3) I have applied for such services through the Support Collection Unit.

OR

(4) I am aware of but decline such services through the Support Collection Unit at this time. I am aware that an income deduction order (also known as an Income Withholding Order/Notice for Support) may be issued pursuant to CPLR §5242 (c) without other child support enforcement services and that payment of an administrative fee may be required.

If (1) is selected, If (1) is selected, this Affirmation or the another signed application for child support services such as the Short Form Application for Child Support Services

or the LDSS-5143, together with a copy of the completed Support Collection Unit Information Sheet (Form UD-8a) and a copy of the signed Judgment of Divorce (UD-11) must be provided to the local Support Collection Unit in the county where the Defendant resides within 20 days after entry of the Judgment of Divorce. These forms and instructions are available at <http://ww2.nycourts.gov/divorce/forms.shtml>

Pursuant to DRL § 240 1 (a-1) Records Checking Requirements:

- An Order of Protection *has been* *has never been* issued against me, enjoining me or requiring my compliance.
- An Order of Protection *has* *has never been* issued in favor of or protecting me or my child(ren) or a member of my household.
List all Family/Criminal Court Docket #'s and Counties, _____

Supreme Court Index #'s and Counties _____

- I or my child(ren) or my spouse has been named in a Child Abuse/Neglect Proceeding (FCA Art.10)
List all Family Court Docket #'s _____
and Counties _____
- I or my child(ren) or my spouse has never been named in a Child Abuse/Neglect Proceeding (FCA Art.10)
- I am registered under New York State's Sex Offender Registration Act
List all names and any _____
related information _____
- I am not registered under New York State's Sex Offender Registration Act

15

8. If DRL §170 subd. (7) is the ground alleged, then Defendant hereby affirms, by checking the Box A, B, or C or D below (**NOTE: BOX A, B, C or D below must be checked if DRL 170(7) is the ground alleged**), that the following statement is true:

All economic issues of equitable distribution of marital property, the payment or waiver of spousal support, the payment of child support, the payment of counsel and experts' fees and expenses as well as the custody and visitation with the minor children of the marriage:

- A. have been resolved by the parties and are to be incorporated into the Judgment of Divorce
 - by oral settlement/ stipulation on the record; or
 - by written Settlement/ Separation Agreement
- B. will be determined by the Court and are to be Incorporated into the Judgment of Divorce.
- C. were determined by Family Court order (custody and visitation or child support and/ or spousal support issues only) which will be continued.
- D. are not to be incorporated into the Judgment of Divorce, since neither party to the divorce has contested any such issues.

16 If my divorce action was commenced on or after January 25, 2016, I acknowledge receipt of the Notice of Guideline Maintenance from the Court pursuant to DRL 236 B(6), Chapter 269 of the Laws of 2015 which was served with the Summons.

17 I have been provided a copy of Notice Relating to Health Care of the Parties. I fully understand that upon the entrance of this 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.

18

I _____ (print or type name), affirm this ___ day of _____, _____, under the penalties of perjury, under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

Defendant's Signature

Defendant's Affirmation Notes

- If you have been served with a Summons with Notice or a Summons and Complaint in an action for Divorce, ask yourself these two questions:
Do I oppose the divorce itself?
Do I oppose anything else my spouse is asking for in the divorce papers?
- You may want to discuss your situation with a lawyer before deciding on your final answers to these questions. If you answered “Yes” to *either* of the two questions, do *not* sign this form. If you are opposing the divorce or anything else your spouse is asking for, you should talk with a lawyer *immediately, since there are time limits for you to respond to the divorce*. The Supreme Court Clerk’s Office in the county where you live (if you live in New York State) may be able to help you with information about lawyer referral services, but cannot give you legal advice.
- If you have decided to agree to the divorce and to the other things your spouse is asking for, **or** if you and your spouse have worked out a written Settlement Agreement about everything involved in the divorce, you can sign this Affirmation of Defendant form and send it back to your spouse.
- *If DRL §170 subd. (7) is the ground alleged in the summons with notice or complaint, then all economic issues of equitable distribution of marital property, the payment or waiver of spousal support, the payment of child support, the payment of counsel and experts' fees and expenses as well as the custody and visitation with the minor children of the marriage must have been resolved by the parties or determined by the court and incorporated into the judgment of divorce. If you have decided to agree to the divorce on the ground of irretrievable differences alleged by your spouse pursuant to DRL §170 subd. (7), and to all the relief requested by your spouse, and if you have no additional relief you wish to request, you should fill out Paragraph 8 at Field 15 of this Affirmation.

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

1

-----X

2

Plaintiff,

Index No.: _____ **4**

-against-

**ANNUAL
INCOME WORKSHEET
Form UD-8(1) Rev 1/1/24**

3

Defendant.

-----X

5

This Worksheet was prepared by Plaintiff Defendant,

To assist you in making the calculations on this Worksheet, you may use the Maintenance/Child Support Calculators posted on the Court’s Divorce Resources website at <http://www.nycourts.gov/divorce/MaintenanceChildSupportTools.shtml>. They are provided for your convenience as a tool. They have been tested with many scenarios to assure accuracy with appropriate entry of data. You may wish to make the calculations yourself on the Appendices to this Worksheet. Neither this Worksheet nor the Calculators are meant to predict what the court will order as to maintenance or child support in your case. Comments and questions about this Worksheet or the Calculators should be sent to NYMatCalc@nycourts.gov

If you decide to use the Calculators, you must copy your work onto Appendix A.

6

Complete Income Computations for Plaintiff and Defendant:

1. ENTER INCOME OF PARTIES: CHECK THE BOX TO INDICATE HOW YOU MADE THE CALCULATION

Use the Maintenance/ChildSupport Calculators posted at <http://www.nycourts.gov/divorce/MaintenanceChildSupportTools.shtml> OR

Use **Appendix A** to make the calculation

A. Enter Plaintiff’s Annual Income from **Line 18 of Appendix A** or **Line 18 of Part A of the Calculator**..... \$ _____

B. Enter Defendant’s Annual Income from **Line 18 of Appendix A** or **Line 18 of Part A of the Calculator**..... \$ _____

NOTE: If you do not know your spouse’s income write “unknown.”

7

I, _____ (print or type name), have carefully read this Annual Income Worksheet and I affirm this ___ day of _____, _____, under the penalties of perjury, under the laws of New York, which may include a fine or imprisonment, that the foregoing is true and accurate, and I understand that this document may be filed in an action or proceeding in a court of law.

Signature of Plaintiff Defendant

SEE APPENDIX A ATTACHED

Appendix A. Itemization of Income and Expenses

APPENDIX A

Itemization of Income and Deductions

I. GROSS INCOME *(Annual Figures Only)*

1. Gross (total) income (as should have been or should be

	PLAINTIFF	DEFENDANT
reported in most recent federal income tax return)	\$ _____	\$ _____

2. Investment income (not already included in item 1)
reduced by amount expended in connection with the investments

	_____	_____
--	-------	-------

3. Income or compensation from the following sources (not already
included in items 1 or 2)

	_____	_____
--	-------	-------

a. deferred compensation	_____	_____
------------------------------------	-------	-------

b. worker's compensation	_____	_____
------------------------------------	-------	-------

c. disability benefits	_____	_____
----------------------------------	-------	-------

d. unemployment insurance benefits	_____	_____
--	-------	-------

e. social security benefits	_____	_____
---------------------------------------	-------	-------

f. veterans benefits	_____	_____
--------------------------------	-------	-------

g. pensions and retirement benefits	_____	_____
---	-------	-------

h. fellowships and stipends	_____	_____
---------------------------------------	-------	-------

i. annuity payments	_____	_____
-------------------------------	-------	-------

4. Former income or resources voluntarily reduced

	_____	_____
--	-------	-------

5. Self-employment deductions (not already included in items 1 or 2)

	_____	_____
--	-------	-------

a. depreciation deduction in excess of straight-line	_____	_____
--	-------	-------

b. entertainment and travel allowances if they reduce personal expenditures.	_____	_____
---	-------	-------

6. Other Income not already listed above (including but not limited to:
Income from non-income producing assets; employment "perks" and
reimbursed expenses to the extent that they reduce personal expenses;
fringe benefits as a result of employment; money, goods and services
provided by friends and relatives)

	_____	_____
--	-------	-------

7. Income from Income Producing Property distributed or to be distributed pursuant to a final
judgment of divorce.

8. GROSS ANNUAL INCOME *(Add lines 1-7)*

	\$ _____	\$ _____
	PLAINTIFF	DEFENDANT

II. DEDUCTIONS *(Annual Figures Only)*

	PLAINTIFF	DEFENDANT
9. Unreimbursed employee business expenses (except to extent expenses reduce personal expenditures)	\$ _____	\$ _____
10. Alimony or maintenance actually paid to non-party spouse pursuant to court order or agreement.	_____	_____
11. Child support actually paid pursuant to court order or agreement for non-party child	_____	_____
12. Public assistance <i>Note: enter zero unless included in Gross Income</i>	_____	_____
13. Supplemental social security Income <i>Note: enter zero unless included in Gross Income</i>	_____	_____
14. N.Y.C. or Yonkers taxes	_____	_____
15. Federal Insurance Contributions Act (FICA) Social Security taxes. . .	_____	_____
16. Federal Insurance Contributions Act (FICA) Medicare taxes	_____	_____
17. TOTAL ANNUAL DEDUCTIONS <i>(Add lines 9-16)</i>	\$ _____	\$ _____

III. NET INCOME

18. NET ANNUAL INCOME <i>(Subtract line 17 from line 8 and insert on lines 1A and 1B of the Worksheet)</i>	\$ _____	\$ _____
	PLAINTIFF	DEFENDANT

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

1

-----X

2

Plaintiff,

Index No.: _____4

-against-

3

**MAINTENANCE GUIDELINES
WORKSHEET (FORM UD-8(2)
Rev. 1/1/24**

Defendant.

-----X

IMPORTANT NOTE: DO NOT FILL OUT THIS FORM IF YOUR ACTION WAS COMMENCED BEFORE JANUARY 25, 2016, ¹

To assist you in making the calculations on this Worksheet, you may use the Maintenance/Child Support Calculators posted on the Court's Divorce Resources website at <http://ww2.nycourts.gov/divorce/MaintenanceChildSupportTools.shtml>.

They are provided for your convenience as a tool. They have been tested with many scenarios to assure accuracy with appropriate entry of data. You may wish to make the calculations yourself on the Appendices to this Worksheet. Neither this Worksheet nor the Calculators are meant to predict what the court will order as to maintenance or child support in your case. Comments and questions about this Worksheet or the Calculators should be sent to NYMatCalc@nycourts.gov

If you decide to use the Calculators, you must copy your work onto Appendix B.

5 This Worksheet was prepared by Plaintiff Defendant,

NOTE: If you and your spouse have entered into an agreement about maintenance² check the box below and submit a copy of the agreement or agreements to the court along with the completed Worksheet.

Plaintiff and Defendant have entered into a written agreement about maintenance.

¹ January 25, 2016 is the date the new Maintenance Guidelines Law (L. 2015, c. 269,) became effective. If your divorce action was commenced before that date, include any request for maintenance as "Ancillary" or other relief in the Summons with Notice or the Summons and Verified Complaint. See pages 14 and 16 of the Uncontested Divorce Packet Instructions.

² Note that "maintenance" is support to be paid by one party to the marriage for the support of the other party to the marriage after the divorce is final. Because it is to be paid after the divorce is final, it is sometimes referred to as "post-divorce" maintenance, or simply as "maintenance."

6 1. Enter Income of Parties by copying the amounts from the Annual Income Worksheet, Line 1A and Line 1B (Form UD- 8(1)).

A. Enter Plaintiff's Annual Income

\$ _____

B. Enter Defendant's Annual Income

\$ _____

7 2. DETERMINE WHO IS THE PAYOR AND WHO IS THE PAYEE:

A. Enter the higher of **Lines 1A** and **1B**.

The person with the higher income is the **MAINTENANCE PAYOR**..... \$ _____

B. Enter the lower of **Lines 1A** and **1B**.

The person with the lower income is the **MAINTENANCE PAYEE**..... \$ _____

8 3. CALCULATE GUIDELINE MAINTENANCE AWARD ON INCOME UP TO AND INCLUDING \$203,000.

A. Check the box to indicate how you made the calculation:

- Use the Maintenance/Child Support Calculators posted at <http://www.nycourts.gov/divorce/MaintenanceChildSupportTools.shtml> and enter the Annual Guideline Maintenance Award from Line 19 of Part B of the Calculators in **Line 3B**.

OR

- Use **Appendix B** to make the calculation and enter the amount from **Line 19** of **Appendix B** in **Line 3B** below

B. **The Guideline Award of Maintenance** (based on Maintenance Payor's

Income up to \$203,000)..... \$ _____

9 THE COURT WILL DETERMINE HOW LONG THE MAINTENANCE AWARD WILL BE PAID³

4a., please enter:

i) The date of your marriage _____; The date your divorce action was

³The court **must** determine how long the maintenance award will be paid using the 15 Factors for Post-Divorce Maintenance in Appendix D, and the court **may** also consider the Advisory Schedule for Duration of Award in Appendix E setting forth percentages of the length of the marriage for which maintenance may be paid.

commenced _____; The number of years you were married to the date your divorce action was commenced: _____

- ii) The range that maintenance would be payable according to the Advisory Schedule for Duration of Award in Appendix E _____

Note: Multiply the number of years you have been married by the percentages in Appendix E to give the range on the schedule for that number of years married. For example, if you have been married 10 years on the date your action was commenced, the Advisory Schedule advises a duration of 15%- 30% times the number of years married. Multiply $10 \times 15\% = 1.5$; Next Multiply $10 \times 30\% = 3$. Write 1.5 – 3 years on line ii) above.

- iii) How many years are you asking the Court to order that maintenance shall be payable? _____

- iv) Please describe retirement assets, benefits and retirement eligibility (age and other requirements) of you and your spouse if you can on the lines below. If you do not know them, write, "unknown."

Attach an additional page if needed and check the box below:

Additional Page Attached

4b. Review the **15 factors for post – divorce maintenance** in Appendix D, and list any factors you would like the court to know about when deciding how long maintenance will be paid.

Attach an additional page if needed and check the box below:

Additional Page Attached

10 **5.** After reviewing the **15 factors for post-divorce maintenance**, check the applicable box or boxes to ask the Court to adjust the award of maintenance on income of the payor up to \$203,000 or to order maintenance on income of the Payor in excess of \$203,000 per year. Then list the factors you would like the Court to consider in making such decision.

Adjust Award of Maintenance on income up to \$203,000 because you believe it is unjust ⁴

Order Maintenance on Income in Excess of \$203,000 per year⁵

Attach an additional page if needed and check the box below:

Additional Page Attached

11

I, _____(print or type name), have carefully read this Document, and I affirm this ___ day of _____, _____, under the penalties of perjury, under the laws of New York, which may include a fine or imprisonment, that the foregoing is true and accurate , and I understand that this document may be filed in an action or proceeding in a court of law.

Signature of Plaintiff Defendant

⁴ **Unjust or Inappropriate Awards:** If a party believes that the Guideline Maintenance Award on income up to \$203,000 is unjust or inappropriate, the party can ask the Court to order the Maintenance Payor to pay an adjusted amount. In making such decision, the Court shall consider the **15 factors for post-divorce maintenance**.

⁵ **Awards on Income of the Payor above \$203,000.** If the Maintenance Payor’s income exceeds \$203,000, the Court may award an additional amount of maintenance. In making such decision, the Court shall consider the **15 factors for post-divorce maintenance**.

See APPENDICES B, D, and E Attached

APPENDIX B.

Calculation of Guideline Amount of Maintenance up to and Including \$203,000 and Adjustment for Low Income

APPENDIX D.

15 Factor for Court to Consider for Post-Divorce Maintenance* Where Income Exceeds \$203,000 or in Connection with Adjustment of Award or in Considering Duration of Award.

APPENDIX E.

Advisory Schedule for Duration of Post-Divorce* Maintenance

* Note that “maintenance” is support to be paid by one party to the marriage for the support of the other party to the marriage after the divorce is final. Because it is to be paid after the divorce is final, it is sometimes referred to as “post-divorce” maintenance, or simply as “maintenance.”

APPENDIX B (Page 1 of 2 Pages)

Calculation of Guideline Maintenance Award on Maintenance Payor's Income up to and Including \$203,000; Includes Possible Low Income Adjustment

I. BASIC CALCULATION

STEP A: INCOME OF MAINTENANCE PAYOR AND MAINTENANCE PAYEE

- 1. Enter Maintenance Payor's income from Line 2A on page 1 of the Worksheet:
If this amount is greater than \$203,000, enter \$203,000 \$ _____
- 2. Enter Maintenance Payee's income from Line 2B on page 1 of the Worksheet \$ _____

STEP B:

CALCULATE RESULT 1 and RESULT 2 USING FORMULAS B(1) AND B(2) BELOW; THEN ANSWER QUESTIONS IN STEP C AND STEP D TO DETERMINE WHETHER RESULT 1 OR RESULT 2 APPLIES

STEP B(1)(3): Multiply Line 1 (Maintenance Payor's Income) by 20% \$ _____

STEP B(1)(4): Multiply Line 2 (Maintenance Payee's Income) by 25% \$ _____

STEP B(1)(5): Subtract Line 4 from Line 3: **Result 1** \$ _____

STEP B(2)(3): Multiply Line 1 (Maintenance Payor's Income) by 30% \$ _____

STEP B(2)(4): Multiply Line 2 (Maintenance Payee's Income) by 20% \$ _____

STEP B(2)(5): Subtract Line 4 from Line 3: **Result 2** \$ _____

STEP C: 6 Will child support be paid for children of the marriage? **YES**__ **NO**

STEP D: 7. Is the Maintenance Payor the Non-Custodial Parent? **YES**__ **NO**

RESULT 1 OF STEP B(1) WILL APPLY IF THE ANSWERS TO BOTH OF THE QUESTIONS IN STEP C AND STEP D IS YES. RESULT 2 OF STEP B(2) WILL APPLY IF THE ANSWER TO EITHER QUESTION IN STEP C OR STEP D IS NO.

STEP E: COMPLETE THE CALCULATIONS BELOW to arrive at Result 3:

8. Add Lines 1 and 2 \$ _____

9. Multiply 40% of Line 8. \$ _____

10. Subtract Line 2 from Line 9: **Result 3** \$ _____

11. Enter the lower of **Result 3** from Line 10 and Line 5 (from STEP B, **Result 1** or **Result 2**, whichever applies), but if Line 11 is less than or equal to zero, enter zero \$ _____

THIS IS THE CALCULATED GUIDELINE AMOUNT

II. THE LOW INCOME ADJUSTMENT

STEP F: *(Determine if the low income adjustment applies)*

12. Enter Maintenance Payor's Income from Line 1 \$ _____

13. Enter calculated guideline amount from Line 11. - \$ _____

14. Subtract Line 13 from Line 12. \$ _____

▶ *If Line 14 is greater than \$19,683, there is no low income adjustment.
Enter the amount from Line 11 in Line 18.*

▶ *If Line 14 is less than \$19,683, there is a low income adjustment.
Go to Step G to calculate the amount of the award.*

STEP G: *(Determine the amount of the award after the low income adjustment)*

15. Enter Maintenance Payor's income from Line 1 \$ _____

16. Enter \$19,683 (the Self Support Reserve)*. - \$ _____

17. Subtract Line 16 from Line 15. \$ _____

▶ *If the amount on Line 17 is greater than zero, enter that amount in Line 18.*

▶ *If the amount on Line 17 is less than or equal to zero, enter zero in Line 18.*

18. Amount owed after low income adjustment. \$ _____

III. AWARD

19. Enter the amount as directed in either Step F or Step G, whichever applies.
Also enter this amount in Line 3B of the Worksheet. \$ _____

* Every March 1st the Self -Support Reserve changes. You may find the most current figures at https://newyorkchildsupport.com/quick_links.html. The current level of the Self-Support Reserve is \$19,683

APPENDIX C INTENTIONALLY OMITTED

APPENDIX D

15 FACTORS FOR POST-DIVORCE MAINTENANCE PURSUANT TO DRL §236B(6)(E)(1) FOR ADJUSTMENT OF AWARD, FOR DURATION OF AWARD, OR WHERE PAYOR'S INCOME EXCEEDS \$203,000

1. the age and health of the parties;
2. the present or future earning capacity of the parties, including a history of limited participation in the workforce;
3. the need of one party to incur education or training expenses;
4. the termination of a child support award before the termination of the maintenance award when the calculation of maintenance was based upon child support being awarded which resulted in a maintenance award lower than it would have been had child support not been awarded;
5. the wasteful dissipation of marital property, including transfers or encumbrances made in contemplation of a matrimonial action without fair consideration;
6. the existence and duration of a pre-marital joint household or a pre-divorce separate household;
7. acts by one party against another that have inhibited or continue to inhibit a party's earning capacity or ability to obtain meaningful employment. Such acts include but are not limited to acts of domestic violence as provided in section four hundred fifty-nine-a of the social services law;
8. the availability and cost of medical insurance for the parties;
9. the care of children or stepchildren, disabled adult children or stepchildren, elderly parents or in-laws provided during the marriage that inhibits a party's earning capacity;
10. the tax consequences to each party;
11. the standard of living of the parties established during the marriage;
12. the reduced or lost earning capacity of the payee as a result of having foregone or delayed education, training, employment or career opportunities during the marriage;
13. the equitable distribution of marital property and the income or imputed income on the assets so distributed;
14. the contributions and services of the payee as a spouse, parent, wage earner and homemaker and to the career or career potential of the other party; and
15. any other factor which the court shall expressly find to be just and proper.

APPENDIX E

THE COURT MAY DETERMINE THE DURATION OF POST-DIVORCE MAINTENANCE IN ACCORDANCE WITH THE FOLLOWING ADVISORY SCHEDULE: BUT IN ANY EVENT, THE COURT MUST CONSIDER THE 15 POST-DIVORCE MAINTENANCE FACTORS SET FORTH IN APPENDIX D.

Length of Marriage	Percent of the length of the marriage for which maintenance will be payable
0 up to and including 15 years	15% - 30%
More than 15 up to and including 20 years	30% - 40%
More than 20 years	35% - 50%

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

1

-----X

2

Plaintiff,

Index No.: _____4

-against-

**CHILD SUPPORT
WORKSHEET (Form UD 8(3))
Rev. 1/1/24**

3

Defendant.

-----X

To assist you in making the calculations on this Worksheet, you may use the Maintenance/Child Support Calculators posted on the Court's Divorce Resources website at <http://www.nycourts.gov/divorce/MaintenanceChildSupportTools.shtml>. They are provided for your convenience as a tool. They have been tested with many scenarios to assure accuracy with appropriate entry of data. You may wish to make the calculations yourself on the Appendices to this Worksheet. Neither this Worksheet nor the Calculators are meant to predict what the court will order as to maintenance or child support in your case. Comments and questions about this Worksheet or the Calculators should be sent to NYMatCalc@nycourts.gov

If you decide to use the Calculators, you must copy your work onto Appendix G.

5

1. This Worksheet was prepared by Plaintiff Defendant,

6

2. If you and your spouse have entered into a written agreement about child support, check the box below

Plaintiff and Defendant have entered into a written agreement about Child Support.

3. If you and your spouse have entered into a written agreement about child support, submit a copy of the agreement to the court along with the completed Worksheet and check the box below.

A copy of the written agreement about child support was submitted to the court with this Worksheet.

4. If I am not represented by an attorney, I have received a copy of the Child Support Standards Act Chart.

7

5. CALCULATE BASIC ANNUAL CHILD SUPPORT OBLIGATION

If there are unemancipated children of the marriage, calculate the amount of child support that must be paid to the custodial parent by the non-custodial parent.

A. Check the box to indicate how you made the calculation:

Use the Maintenance/Child Support Calculators posted at the link above and enter the amount from Part C - IV, Line 1 of the Calculator **in Line 5B below.**

OR

Use **Appendix G** to make the calculation and enter the amount from **Section IV Line 1 of Appendix G** in **Line 5B** below

B. The Annual Basic Child Support Obligation \$ _____

- 8 6. If you believe the Annual Basic Child Support Obligation is unjust and should be changed,¹ list the factors you would like the Court to consider in its decision, after reviewing the **10 child support adjustment factors** in Appendix F.

Attach an additional page if needed and check the box below:
Additional Page Attached

- 9 7. If you would like the Court to award child support on Combined Parental Income in excess of \$163,000, please list the factors you would like the Court to consider in its decision, after reviewing the 10 child support adjustment factors in Appendix F. ²

Attach an additional page if needed and check the box below:
Additional Page Attached

- 10 8. I, _____(print or type name), have carefully read this Child Support Worksheet and I affirm this ___ day of _____, _____, under the penalties of perjury, under the laws of New York, which may include a fine or imprisonment, that the foregoing is true and accurate ,and I understand that this document may be filed in an action or proceeding in a court of law.

Signature of Plaintiff Defendant

¹If a party believes that NCP's Annual Child Support Obligation is unjust or inappropriate, the party can ask the Court to order the NCP to pay an adjusted amount after considering **the 10 child support adjustment factors**. **The 10 child support adjustment factors pursuant to DRL §240(1 -b) (f) are listed on Appendix F.**

² If the Combined Parental Income exceeds \$163,000, the Court may award an additional amount of child support. In making such decision, the Court will consider **the 10 child support adjustment factors** and/or the child support percentages as shown for information only on Appendix G Section I lines 9- 9c and on Part C- I line 8 of the Calculators.

SEE APPENDICES F AND G ATTACHED

APPENDIX F.

**10 Child Support Adjustment Factors Where Income Exceeds \$163,000 or
When Considering Adjustment of Award (see DRL 240(1-b)(f))**

APPENDIX G.

Calculation of Annual Basic Child Support Obligation

APPENDIX F

10 CHILD SUPPORT ADJUSTMENT FACTORS PURSUANT TO DRL §240(B-1)(F)* FOR ADJUSTMENT OF AWARD OR WHERE COMBINED PARENTAL INCOME EXCEEDS \$163,000

1. The financial resources of the custodial and non-custodial parent, and those of the child;
2. The physical and emotional health of the child and his/her special needs and aptitudes;
3. The standard of living the child would have enjoyed had the marriage or household not been dissolved;
4. The tax consequences to the parties;
5. The non-monetary contributions that the parents will make toward the care and well-being of the child;
6. The educational needs of either parent;
7. A determination that the gross income of one parent is substantially less than the other parent's gross income;
8. The needs of the children of the non-custodial parent for whom the non-custodial parent is providing support who are not subject to the instant action and whose support has not been deducted from income pursuant to subclause (D) of clause (vii) of subparagraph five of paragraph (b) of this subdivision, and the financial resources of any person obligated to support such children, provided, however, that this factor may apply only if the resources available to support such Children are less than the resources available to support the children who are subject to the instant action;
9. Provided that the child is not on public assistance (i) extraordinary expenses incurred by the non-custodial parent in exercising visitation, or (ii) expenses incurred by the non-custodial parent in extended visitation provided that the custodial parent's expenses are substantially reduced as a result thereof; and
10. Any other factors the court determines are relevant in each case, the court shall order the non-custodial parent to pay his or her pro rata share of the basic child support obligation, and may order the non-custodial parent to pay an amount pursuant to paragraph (e) of this subdivision.

*CH. 567 of the Laws of 1989

APPENDIX G

CALCULATION OF ANNUAL BASIC CHILD SUPPORT OBLIGATION

I. ADJUST FOR MAINTENANCE AND COMPUTE BASIC CHILD SUPPORT BEFORE LOW INCOME ADJUSTMENT OR ADD-ONS

1. Enter the amount of the guideline award of maintenance on Income of Maintenance Payor up to \$203,000 from Line 3B of the UD-8(2), **BUT ENTER ZERO INSTEAD IF NEITHER PARTY SEEKS MAINTENANCE, OR, IF YOU HAVE AN AGREEMENT AS TO MAINTENANCE WITH YOUR SPOUSE, ENTER THAT AMOUNT INSTEAD AND PROVIDE THE AGREEMENT TO THE COURT** \$ _____
2. Net Annual Income of Party with lower income, Adjusted for Maintenance (Line 1 above plus Line 1A or 1B of UD-8(1), whichever is lower) \$ _____
3. Net Annual Income of Party with higher income Adjusted for Maintenance (Line 1A or 1B of Annual Income Worksheet Form UD-8(1), whichever is higher, minus line 1 above). \$ _____
4. Combined Parental Income Adjusted for Maintenance
(Total 2 plus 3) \$ _____
5. Determine whether the Non-Custodial parent (NCP) is the party with the higher or lower income and enter the Income of the NCP from Line 2 or 3, whichever applies \$ _____

ALSO ENTER THIS AMOUNT IN Section II, Line 1

- 5a. Enter the NCP's Percentage Share of Combined Parental Income %
Note: Divide Line 5 by Line 4
Note: The percentage share is sometimes referred to as the "pro rata share." You will use this same percentage for the NCP's share of Mandatory Add-on Expenses in Section III below.
- 5b. Enter the CP's Percentage Share of Combined Parental Income. %
Note: Divide Custodial Parent ("CP")'s Income (from Line 2 or Line 3, whichever applies), by Line 4
Note: The percentage share is sometimes referred to as the "pro rata share." You will use this same percentage for the CP's share of Mandatory Health insurance Expenses in Section III below
6. Enter the percentage that applies based on the number of children %
% 1 child =17%; 2 children =25%; 3 children =29%; 4 children =31%;
5 children= 35% (minimum)
7. Multiply the percentage in Line 6 by Combined Parental Income from Line 4, but only up to \$163,000 of Combined Parental Income \$ _____

This is the Combined Child Support on Combined Income up to \$163,000

Example: If Combined Parental Income in Line 4 is \$250,000, and if there are 2 children, multiply \$163,000 by 25%.

8. Multiply amount in Line 7 by percentage in Line 5a \$ _____

This is the **NCP's Annual Percentage Share of Child Support on Combined Parental Income up to and including \$163,000.**

ALSO ENTER THIS AMOUNT IN SECTION II, Line 2

Lines 9-9c below are for information only and are not to be included in the totals in this worksheet.

9. Compute Child Support on Combined Parental Income Above \$163,000, if any.

If there is none, skip to Section II below.

9a. If there is Combined Parental Income above \$163,000, enter the amount of such Income you asking the Court to use for child support. \$ _____

9b. Multiply amount in Line 9a by percentage in Line 6

This is Combined Child Support on Income above \$163,000 you are asking the court to consider for Child Support \$ _____

9c. Multiply Line 9b by the percentage in Line 5a

This is the NCP's Annual Percentage Share of Income Above \$163,000 that you are asking the court to consider for Child Support. \$ _____

NCP'S ANNUAL BASIC PAYMENT will be the total of Line 8 plus any possible increase at the court's discretion after consideration of the 10 child support adjustment factors and/or the child support percentage for child support on combined parental income in excess of \$163,000, if any. This is the amount the NCP must pay to the CP for all of the children's costs and expenses, before possible low income adjustment (See Section II), Add On Expenses (see Section III), and possible adjustment at the Court's discretion if the Court finds such amount to be unjust and inappropriate based on consideration of the 10 child support adjustment factors (See Appendix F).

DETERMINE WHETHER LOW INCOME EXEMPTION APPLIES

1. NCP's Annual Income (Line 5 of Section I) \$ _____

2. Basic Child Support Obligation (Line 8 of Section I) \$ _____

3. Subtract Line 2 from Line 1 \$ _____

This is the NCP's Annual Income after the Basic Child Support Obligation \$ _____

- ▶ *If Line 3 is less than the Self-Support Reserve (SSR) of \$19,683, there will be a low income adjustment.*
- ▶ *If Line 3 is less than the SSR of but greater than \$14,580 (poverty level), child support shall be the greater of \$600 or the difference between NCP Income and the SSR of \$19,683. Proceed to Line 4a to compute the difference. Enter the greater of \$600 or the difference in Line 4b. (Note: Add-on expenses may apply in the Court's discretion).*
- ▶ *If Line 3 is equal to or greater than the Self-Support Reserve (SSR) of \$19,683, there will be no low income adjustment. Skip the rest of this section and proceed to Section III below.*
- ▶ *If Line 3 is less than \$ 14,580 (the poverty level), the Basic Child Support shall be \$300 ¹;*
Enter \$300 in Line 4b below. Add on Expenses will not apply.

4a. NCP Income minus SSR: Subtract **\$19,683** from amount in Line 1. \$ _____

4b. Enter the Basic Child Support Obligation with Low Income

Exemption if applicable \$ _____

In Line 4b, enter \$300 if Line 3 is less than \$ 14,580.00.

ALSO ENTER THIS AMOUNT ON LINE 5B at page 2 of the Worksheet.

Skip Section III.

OR

In Line 4b, enter the greater of \$600 and Line 4a, if Line 3 is greater than \$14,580.00 but less than \$19,683. Then proceed to Section III.

OR

In Line 4b, enter amount from Line 2 if Line 3 is equal to or greater than \$19,683. Then Proceed to Section III.

¹ However, if the Court finds such amount to be unjust and inappropriate, based on the factors in DRL§ 240 (1-b)(f), the Court can order the NCP to pay less than \$300 per year.

**II. ADD-ON EXPENSES (SKIP THIS SECTION IF THE BASIC CHILD SUPPORT OBLIGATION WITH LOW INCOME EXEMPTION IS \$300).
IF LINE 3 of SECTION II IS LESS THAN THE SSR BUT GREATER THAN THE POVERTY LEVEL, THE COURT HAS DISCRETION WHETHER OR NOT TO AWARD THE MANDATORY ADD ON EXPENSES (see DRL 240(1-b)(d)).**

A. Mandatory Child Care Expenses

1. Enter annual cost of child care (child care costs from custodial parent's working, or receiving elementary, secondary or higher education or vocational training leading to employment.) \$ _____
2. NCP's Percentage Share of Child Care Expenses (from Line 5a of Section I) _____ %
3. NCP's Dollar Share of Child Care Expenses (multiply Line 1 x line 2) \$ _____

B. Mandatory Health Expenses (health insurance premiums and future unreimbursed health-related expenses)

- 4a. NCP's % share of health insurance premiums and future unreimbursed health-related expense _____ %
- 4b. CP's % share of health insurance premiums and future unreimbursed health-related expense _____ %
5. Annual cost of health insurance for the children \$ _____
6. Does the NCP provide the Health Insurance? **YES** _____ **NO** _____
- 6a. If No, NCP's dollar share of Health Insurance (added to the Basic Child Support Obligation) (multiply Line 4a x line 5) . . \$ _____
- 6b. If yes, CP's dollar Share of Health Insurance (deducted from Basic Child Support Obligation)(multiply Line 4b x line 5) . . \$ _____
7. Health Care Adjustment (Add amount from Line 6a or subtract amount from Line 6b, whichever applies) \$ _____
8. Total Mandatory Add-On Expenses (Total Lines 3 and 7) \$ _____
9. For Information Only, (not to add to the totals in this Worksheet), enter the total Discretionary Expenses for Child Care and Education if you are asking the Court to consider awarding . t h e m ** \$ _____

** **Note:** In addition to Mandatory Add-On Expenses in A and B above, the Court may determine and apportion additional Discretionary Expenses for child care expenses, and additional Discretionary Expenses for education.

III. BASIC ANNUAL CHILD SUPPORT OBLIGATION*

Add Line 4b of Section II and Line 8 of Section III, BUT

IF LINE 3 of SECTION II IS LESS THAN THE SSR BUT GREATER THAN THE POVERTY LEVEL (the “SSR Adjustment”), KEEP IN MIND THAT THE TOTAL MAY BE LOWER AFTER THE COURT DECIDES WHETHER TO AWARD THE ADD-ON EXPENSES.

NCP’s Basic Child Support Obligation Adjusted for low income
from Line 4b of Section II \$ _____

NCP’s Total Share of Mandatory Child Care Expenses
from Line 3 of Section III \$ _____
NOTE: Leave this blank for the Court to fill in if there is an SSR Adjustment

NCP’s Total Share of Mandatory Health Insurance Premiums for the Children
from Line 7 of Section III \$ _____
NOTE: Leave this blank for the Court to fill in if there is an SSR Adjustment

Total Line 1 Section IV \$ _____
**This is the NCP’s Annual Basic Payment Adjusted for Low Income
If any, Including Add On Expenses and Health Insurance
Adjustment, if applicable**

ENTER THIS AMOUNT ON LINE 5B of the Worksheet

* Note: The Basic Annual Child Support Obligation will also include whatever the Court may order the NCP to pay in child support on combined parental income above \$163,000, if any, after considering the 10 child support adjustment factors and/or the child support percentage.

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF _____

-----X

Plaintiff,

Index No. _____

-against-

**SUPPORT COLLECTION UNIT
INFORMATION SHEET**

Defendant.

-----X

The following information is required pursuant to Section 240(1) of the Domestic Relations Law:

PLAINTIFF: _____

Address: _____

Date of Birth _____ SS #: _____

DEFENDANT: _____

Address: _____

Date of Birth _____ SS #: _____

Date and Place of Marriage: _____

Plaintiff OR *Defendant* is the custodial parent and *is* OR *is not* receiving public assistance.

UNEMANCIPATED CHILDREN: Name Date of Birth

SUPPORT: Maintenance \$_____ *per week* OR *bi-weekly* OR *Semi-monthly* OR *per month*

Child Support \$_____ *per week* OR *bi-weekly* OR *Semi-monthly* OR *per month*

Total Support \$_____ *per week* OR *bi-weekly* OR *Semi-monthly* OR *per month*

Support payments are to be made to the Support Collection Unit for the benefit of *Plaintiff* OR *Defendant* OR *Third Party*.

If third party, list name and address: _____

Non-custodial parent's employer: _____

Address: _____

Dated: _____

11 The group health plan subject to this order is:
Name: _____ Address: _____ Identification No.: _____

12 The administrator of said plan is:
Name: _____ Address: _____

13 The type of coverage provided is:

14 ORDERED that coverage shall include all plans covering the health, medical, dental, pharmaceutical and optical needs of the aforementioned Dependents named above for which the Participant is eligible.

15 ORDERED that said coverage shall be effective as of (give date) _____ and shall continue as available until the respective emancipation of the aforementioned dependents.

ENTER:

16 DATED: _____

JSC/Referee

TO: [Health Insurer]

NOTICE: Pursuant to Section 5241(g)(4) of the Civil Practice Laws and Rules, if an employer, organization or group health plan fails to enroll eligible dependents or to deduct from the debtor's income the debtor's share of the premium, such employer, organization or group health plan administrator shall be jointly and severally liable for all medical expenses incurred on behalf of the debtor's dependents named in the execution while such dependents are not so enrolled to the extent of the insurance benefits that should have been provided under such execution.

The group health plan is not required to provide any type or form of benefit or option not otherwise provided under the group health plan except to the extent necessary to meet the requirements of a law relating to medical child support described in section one thousand three hundred and ninety six g-1 of title forty-two of the United States Code.

NOTE OF ISSUE - UNCONTESTED DIVORCE

For Use of Clerk

1 SUPREME COURT OF THE STATE OF NEW YORK
2 COUNTY OF _____

-----X

3

Plaintiff,

Index No.:

Calendar No.:

- against -

4

Defendant.

-----X

5

NO TRIAL

6

FILED BY: Plaintiff **OR** Plaintiff's Attorney **OR** Defendant **OR**
 Defendant's Attorney

7

DATE SUMMONS FILED: _____

8

DATE SUMMONS SERVED: _____

9

DATE ISSUE JOINED: **NOT JOINED -** Waiver **OR** Default **OR**
 Stipulation/Separation Agreement

10

NATURE OF ACTION: **UNCONTESTED DIVORCE**

11

RELIEF: **ABSOLUTE DIVORCE**

12

Plaintiff **OR** Attorney(s) for Plaintiff
Office and P.O. Address:

Phone No.:
Fax No.:

13

Defendant **OR** Attorney(s) for Defendant
Office and P.O. Address:

Phone No.:
Fax No.:

At the *Matrimonial/IAS* Part _____
of New York State Supreme Court at
the Courthouse, _____
County, on _____.

Present:

Hon. _____ *Justice/Referee*
-----X

Index No.:
Calendar No.:

Plaintiff,
-against-

**FINDINGS OF FACT
AND
CONCLUSIONS OF LAW**

Defendant.
-----X

The issues of this action having *been submitted to* **OR** *been heard* before me
as one of the *Justices/Referees* of this Court at Part _____ hereof, held in and for the County
of _____ on _____, and having considered the allegations and proofs
of the respective parties, and due deliberation having been had thereon.

NOW, after *reading and considering the papers submitted* *hearing the testimony*,
I do hereby make the following findings of essential facts which I deem established by the evidence
and reach the following conclusions of law.

FINDINGS OF FACT

FIRST: Plaintiff and Defendant were both eighteen (18) years of age or over when this
action was commenced.

SECOND:

A) The *Plaintiff* *Defendant* has resided in New York State for a continuous period of at least two
years immediately preceding the commencement of this divorce action.

-----**OR**-----

B) The *Plaintiff* *Defendant* resided in New York State on the date of commencement of this

divorce action and for a continuous period of one year immediately preceding the commencement of this divorce action **AND:**

a. the parties were married in New York State.

or

b. the parties have resided as married persons in New York State.

===== **OR** =====

C) The cause of action occurred in New York State and *Plaintiff* *Defendant* resided in New York

State for a continuous period of at least one year immediately preceding the commencement of this divorce action.

===== **OR** =====

D) The cause of action occurred in New York State and both parties were residents at the time of commencement of this divorce action.

11 **THIRD:** The Plaintiff and the Defendant were married on the date of _____ in the City, Town or Village of _____, County of _____, State or Country of _____; in a *civil* **OR** *religious* ceremony.

12 **FOURTH:** That no decree, judgment or order of divorce, annulment or dissolution of marriage has been granted to either party against the other in any Court of competent jurisdiction of this state or any other state, territory or country, and that there is no other action pending for divorce by either party against the other in any Court.

13 **FIFTH:** That this action was commenced by filing the *Summons With Notice* **OR** *Summons and Verified Complaint* with the County Clerk on _____. Defendant was served *personally* **OR** *pursuant to Court order dated* _____ with the above stated pleadings and the Notice of Automatic Orders. Defendant *defaulted in appearance* **OR** *appeared and waived his / her right to answer* **OR** *filed an answer / amended answer withdrawing any previous pleading, and neither admitting nor denying the allegations in plaintiff's complaint, and consenting to entry of judgment.*

14 **SIXTH:** That Defendant is not in the military service of the United States of America, the State of New York, or any other state. **OR** Defendant is a member of the military service of the _____ and has appeared by affidavit and does not oppose the action **OR** is in default.

15 **SEVENTH:** There are no children of the marriage **OR** There *is/are* _____ child(ren) of the marriage. Their name(s), social security number(s), address(es) and date(s) of birth are:

<u>Name & Social Security Number</u>	<u>Date of Birth</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

16 **EIGHTH:** The grounds for divorce that are alleged in the Verified Complaint were proved as follows:

Cruel and Inhuman Treatment (DRL §170(1)):

- At the following times Defendant committed the following act(s) which endangered the Plaintiff’s physical or mental well being and rendered it unsafe or improper for Plaintiff to continue to reside with Defendant.

(State the facts that demonstrate cruel and inhuman conduct giving dates, places and specific acts. Conduct may include physical, verbal, sexual or emotional behavior).

(Attach an additional sheet, if necessary).

Abandonment (DRL 170(2)):

- That commencing on or about _____, and continuing for a period of more than one (1) year immediately prior to commencement of this action, the Defendant left the marital residence of the parties located at _____, and did not return. Such absence was without cause or justification, and was without Plaintiff’s consent.

- That commencing on or about _____, and continuing for a period of more than one (1) year immediately prior to commencement of this action, the Defendant refused to have sexual relations with the Plaintiff despite Plaintiff’s repeated requests to resume such relations. Defendant does not suffer from any disability which would prevent *her / him* from engaging in such sexual relations with Plaintiff. The refusal to engage in sexual relations was without good cause or justification and occurred at the marital residence located at _____.

That commencing on or about _____, and continuing for a period of more than one (1) year immediately prior to commencement of this action, the Defendant willfully and without cause or justification abandoned the Plaintiff, who had been a faithful and dutiful spouse, by depriving Plaintiff of access to the marital residence located at _____. This deprivation was without the consent of the Plaintiff and continued for a period of greater than one year.

Confinement to Prison (DRL §170(3)):

That after the marriage of Plaintiff and Defendant, Defendant was confined in prison for a period of three or more consecutive years, to wit: that Defendant is/was confined in _____ prison on the _____ day of _____, _____, and remained confined until the _____ day of _____, _____; **OR** remains confined to this date.

Name of correctional facility
Month *Year*
Month *Year*

Adultery (DRL §170(4)):

That on the ___ day of _____, _____, at _____ the Defendant voluntarily committed of an act of sexual or deviate sexual intercourse with a person other than the Plaintiff after the marriage of Plaintiff and Defendant.

Month *Year* *Location*

Living Separate and Apart Pursuant to a Separation Decree or Judgment of Separation (DRL §170(5)):

(a) That the _____ Court, _____ County, _____ (Country or State) rendered a decree or judgment of separation on _____, under Index Number _____; and
(b) that the parties have lived separate and apart for a period of one year or longer after the granting of such decree; and
(c) that the Plaintiff has substantially complied with all the terms and conditions of such decree or judgment.

Living Separate and Apart Pursuant to a Separation Agreement (DRL §170(6)):

(a) That the Plaintiff and Defendant entered into a written agreement of separation, which they subscribed and acknowledged on _____, in the form required to entitle a deed to be recorded; and
(b) that the *agreement / memorandum of said agreement* was filed _____ in the Office of the Clerk of the County of _____, wherein *Plaintiff / Defendant* resided; and
(c) that the parties have lived separate and apart for a period of one year or longer after the execution of said agreement; and
(d) that the Plaintiff has substantially complied with all terms and conditions of such agreement.

Irretrievable Breakdown in Relationship for at Least Six Months (DRL §170(7)):

That the relationship between Plaintiff and Defendant has broken down irretrievably for a period of at least six months as stated in the Plaintiff's Affidavit or a sworn statement of Defendant.

- 17** **NINTH:** A sworn statement pursuant to DRL §253 that Plaintiff has taken all steps within his or her power to remove all barriers to Defendant’s remarriage following the divorce was served on the Defendant.
- A sworn statement as to the removal of barriers to remarriage is not required because the parties were married in a civil ceremony.
- A sworn statement as to the removal of barriers to remarriage is not required because Defendant waived the need for the statement in his or her affidavit.

18 **TENTH**

1) If the action was commenced on or after 1/25/16, the Court has informed the unrepresented party or parties of the maintenance guideline obligation pursuant to DRL § 236(B)(6) enacted by Laws of 2015, ch.269; S 5658/A 7636-b] (the “Maintenance Guidelines Law”).

2) Check the box (**A, B, C, or D**) below, whichever applies, and then fill in the information required for that box. Only one box may be selected. If you select **Box A), Box B) or Box C)** you must fill in all of the applicable information for that box and check all the applicable boxes. Then go on to Paragraph **ELEVENTH**. If you select **Box D)**, fill in the information requested in Items 1 and 2. Leave Item 3 blank for the court to fill in, and go on to Paragraph **ELEVENTH**.

A) Written Agreement/Stipulation

The parties have entered into a Written Agreement/Stipulation pursuant to DRL 236(B)(3) dated _____,

wherein the parties agreed that *Plaintiff* will receive maintenance in the sum
 Defendant

of \$ per week
 bi-weekly \
 Semi-monthly
 monthly

for such period of time as set forth in the parties’ agreement.

The terms of the agreement, as to maintenance, were fair and reasonable at the time of the making of the agreement, and are not unconscionable at the time of the signing of the judgment, as it relates to General Obligations Law § 5-311.

Said agreement was validly executed and complies with the requirements of subdivision 3 of Domestic Relations Law 236(B)(3).

OR

B) No maintenance was awarded because:

- i) *Neither party seeks maintenance* **OR**
 - ii) *the Guideline Award of Maintenance under the Maintenance Guidelines Law, if applicable, was zero;* **OR**
 - iii) *The Court has denied the request for maintenance*
- (Skip the rest of Paragraph TENTH and Go on to Paragraph ELEVENTH)**
OR
- =====

C) Court Determination Where the Action for Divorce was Commenced Before January 25, 2016

The court has determined that *Plaintiff* will pay maintenance to *Plaintiff* in the
 Defendant *Defendant*

sum of \$ _____ *per week*
 bi-weekly
 per month , for a period of _____ ;
 semi-monthly

commencing on _____, and expiring on _____. In making such award, the court has considered the factors contained in DRL § 236(B)(6)(a) as it existed before January 25, 2016, which are incorporated herein by reference. The court has set forth the reasons for its decision in a writing.

=====

D) Court Determination Where the Action for Divorce was Commenced on or after January 25, 2016

1. Fill in the the following information:

(i)- The adjusted gross income of the Plaintiff is \$ _____ and the adjusted gross income of the Defendant is _____ per year (copy your answers from Form UD-8(1) Annual Income Worksheet Lines 1A and 1B)

(ii) The date of your marriage _____; The date your divorce action was commenced _____;
The number of years you were married to the date your divorce action was commenced : _____

(iii) The range that maintenance would be payable according to the Advisory Schedule for Duration of Award in Appendix E _____ (copy your answers from Line 4a of Maintenance Guidelines Worksheet (form UD-8(2))).

2. Check which boxes below apply:

Child Support will not be paid for children of the marriage; **OR** *Child Support will be paid for children of the marriage (Note: see page 7 of the Instructions for the definition of "children of the Marriage."*

Maintenance Payor is the custodial parent; **OR** *Maintenance Payee is the custodial parent (copy your answers from Lines 2A and 2B of the Maintenance Guidelines Worksheet.*

3. Based on the foregoing, the court has determined that:

(i) Plaintiff Defendant

is the Maintenance Payor (“Maintenance Payor”) under the “Maintenance Guidelines Law” pursuant to DRL § 236(B)(6) who will pay maintenance to Plaintiff Defendant (The “Maintenance Payee”) in the sum of \$ _____ per week bi-weekly

per month semi-monthly (the “Award”) for a period of _____; commencing on _____, and expiring on _____.

(ii) The guideline amount of maintenance that would be payable under the Maintenance Guidelines on income of Maintenance Payor up to \$203,000 is \$ _____ per year (from Paragraph 3B of Maintenance Guidelines Worksheet). The Award includes an annual award of \$ _____ on income of Maintenance Payor up to \$203,000 per year. In computing said Award, the court applied the Maintenance Guidelines Law; OR adjusted the guideline award of maintenance due under the Maintenance Guidelines Law because it is unjust and inappropriate based on one or more of the factors in DRL 236B(6)(e)(1), as follows, including the effect of a barrier to remarriage on said factors where appropriate:

(iii) If Income of Maintenance Payor exceeds \$203,000 per year:

The Award includes an award of maintenance on \$ _____ of Maintenance Payor’s income in excess of \$203,000 per year based on one or more of the factors in DRL 236B(6)(e)(1), as follows, including the effect of a barrier to remarriage on said factors where appropriate:

OR

The Award did not include any maintenance on income of Maintenance Payor in excess of \$203,000 per year based on one or more of the factors in DRL 236B(6)(e)(1), as follows, including the effect of a barrier to remarriage on said factors where appropriate: _____

(iv) Since the Maintenance Payor has defaulted, and/or the court was provided with insufficient evidence, the award of maintenance was based on the needs of the Maintenance Payee or the standard of living of the parties prior to the marriage, whichever is greater.

(v) The court determined that the Award should be paid until _____. In determining how long the Award should be paid, the court considered the factors in DRL § 236(B)(6)(e)(1), and based its decision on one or more of said factors as stated below, including the effect of a barrier to remarriage on said factors where appropriate,

In determining how long the Award should be paid, the court also *considered* *did not consider* the Advisory Schedule in DRL § 236(B)(6)(f)(1) pursuant to which the award would have been paid for _____ years.

In determining how long the Award should last, the court

- considered anticipated retirement assets, benefits, and retirement eligibility age of both parties* **OR**
 anticipated retirement assets, benefits, and retirement eligibility age of both parties was not ascertainable;

19 **ELEVENTH:** The minor children of the marriage now reside with *Plaintiff* **OR** *Defendant* **OR** *third party*, namely _____. The *Plaintiff* **OR** *Defendant* is entitled to visitation away from the custodial residence. The *Plaintiff* **OR** *Defendant* **OR** *Third Party*, namely _____ is entitled to custody. **OR** No award of custody due to the minor child(ren) of the marriage not residing in New York State. **OR** Other custody arrangement (specify) _____

Allegations of domestic violence and/or child abuse were or were not made in this case; Where such allegations were made, the Court has found that they were supported by a preponderance of the evidence, and has set forth on the record or in writing how such findings, facts and circumstances were factored into the custody or visitation direction or has found that they were not supported by a preponderance of the evidence.

20 **TWELFTH:** Equitable Distribution and ancillary issues shall be *in accordance with the settlement agreement* **OR** *pursuant to the decision of the court* **OR** *Equitable*

Distribution is not an issue.

21 THIRTEENTH: There *is/are* no unemancipated child(ren) of the marriage. **OR**

The award of child support is based upon the following:

(A) The unemancipated children of the marriage entitled to receive support are:

<u>Name</u>	<u>Date of Birth</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(B) (1) By order of _____ Court, _____ County, *Index/Docket No.* _____ dated _____ the *Plaintiff/Defendant* was directed to pay the sum of _____ per _____ for child support. Said Order shall continue.

OR

(2) The adjusted gross income of the Plaintiff who is the *custodial* **OR** *non-custodial* parent is _____ per year , and the adjusted gross income of the Defendant who is the *custodial* **OR** *non-custodial* parent is _____ per year, and the combined parental annual income is _____. The gross incomes of the parties has been adjusted to deduct maintenance paid to, and to add maintenance received by, a party spouse. The applicable child support percentage is 17/25/29/31/35 %. The combined basic child support obligation attributable to both parents is _____ per year on combined income up to \$163,000 as adjusted for low income if applicable and _____ per year on income over \$163,000. The Plaintiff's pro rata share of the combined parental income is _____% and the Defendant's pro rata share of the combined parental income is _____. The non-custodial parent's pro rata share of the child support obligation on combined income up to \$163,000 is _____ per year or _____ *per week* *bi-weekly* *semi-monthly* *per month*. The non-custodial parent's pro rata share of the child support obligation on combined income over \$163,000 is _____ per year or _____ *per week* *bi-weekly* *semi-monthly* *per month*. The non-custodial parent's pro rata share of future health care expenses not covered by insurance is ____%. The non-custodial parent's pro rata share of reasonable child care expenses is \$ _____ per year or _____ *per week* *bi-weekly* *semi-monthly* *per month* or ____%. The non-custodial parent's share

of educational or extraordinary expenses for the children if any is \$ _____ per year or _____%.

The cost of Health Insurance premiums for the children is \$ _____ per year or \$ _____ per week bi-weekly semi-monthly per month. The party who maintains the health insurance for the children is the non-custodial parent custodial parent.

CHECK a) or b) below:

a) The custodial parent's pro rata share of health insurance premiums for the children is \$ _____ per year or \$ _____ per week bi-weekly semi-monthly per month which will be deducted from the child support obligation if the non-custodial parent provides the health insurance for the children;

OR

b) The non-custodial parent's pro rata share of health insurance premiums for the children is \$ _____ per year or \$ _____ per week bi-weekly semi-monthly per month. which is to be added to the basic child support obligation if the custodial parent provides the health insurance for the children.

OR

- (3) The parties entered into a stipulation/agreement on _____ wherein the Plaintiff **OR** Defendant agrees to pay _____ per week **OR** bi-weekly **OR** per month child support directly **OR** through the Support Collection Unit to Plaintiff **OR** Defendant **OR** Third Party, namely _____ . The parties agree to waive **OR** apply the Child Support Standards Act to combined income over \$163,000. The parties have agreed that health care expenses not covered by insurance shall be paid by Plaintiff **OR** Defendant in the amount of _____% of the uncovered expenses. The parties have agreed that reasonable child care expenses shall be paid by Plaintiff **OR** Defendant to Plaintiff **OR** Defendant in the amount of \$ _____ per week **OR** bi-weekly **OR** semi-monthly **OR** per month **OR** _____% of said child care expenses. The parties have agreed that educational and extraordinary expenses and shall be paid by Plaintiff **OR** Defendant to Plaintiff **OR** Defendant in the amount of \$ _____ per week **OR** bi-weekly **OR** semi-monthly **OR** per month **OR** _____% of said expenses. Said agreement reciting in compliance with DRL §2401-b(h): The parties have been advised of the Child Support Standards Act. The basic child support obligation presumptively results in the correct amount of child support. The unrepresented party, if any, has received a copy of the Child Support Standards Chart promulgated by Commissioner of Social Services pursuant to Social Services Law Section 111-I. The presumptive amount of child support attributable to the non-custodial parent is _____ per week **OR** bi-weekly **OR** semi-monthly **OR** per month. The amount of child support agreed to conforms with the non-custodial parent's basic child support obligation **OR** deviates from the non-custodial parent's basic child support obligation for the following reasons:

If the amount of child support agreed to be paid deviates from the non-custodial parent's basic child support obligation, the court finds said amount to be just and appropriate for the following reasons:

22 **FOURTEENTH:** The Plaintiff's address is _____,
and social security number is _____. The Defendant's address is _____
_____, and social security number is _____.

- 23** There are no unemancipated children of the marriage. OR
 There are no health plans available to the parties through their employment. OR
 The parties are covered by the following group health plans through their employment:

<u>Plaintiff</u>	<u>Defendant</u>
Group Health Plan: _____	Group Health Plan: _____
Address: _____	Address: _____
Identification Number: _____	Identification Number: _____
Plan Administrator: _____	Plan Administrator: _____
Type of Coverage: _____	Type of Coverage: _____

The parties have agreed or stipulated OR *the court has determined* that the
 Plaintiff OR *Defendant* shall be the legally responsible relative and that the unemancipated
child(ren) shall be enrolled in *his / her* group health plan as specified above *until the age of 21 years*
OR *until the child(ren) is / are sooner emancipated.*

24 FIFTEENTH: The _____ Court entered the following order(s) under Index
No(s). / Docket No(s): _____

_____ Not Applicable

25 **SIXTEENTH:** *Plaintiff* OR *Defendant* may resume use of the prior surname:

_____.

26 **SEVENTEENTH:** Compliance with DRL § 255 (1) and (2) has been satisfied as follows:

A) The parties entered into a Stipulation of Settlement/Agreement dated _____

AND:

1. the stipulation of settlement complies with the requirements of DRL § 255 (2).

or

2. the parties entered into an addendum to the stipulation of settlement/agreement which complies with the requirements of DRL § 255 (2).

B) There is no stipulation of settlement/agreement

=====

1. each party has been provided notice as required by DRL § 255(1)

or

2. the plaintiff has been notified pursuant to DRL § 255(1). Notice to the defendant cannot be effectuated due to the defendant's whereabouts being unknown. Since the cost of publication would present an undue burden, notice to the defendant is hereby dispensed with.

EIGHTEENTH: Where applicable, registry checks were completed pursuant to DRL §240 1 (a-1).

27 **NINETEENTH:**

The Judgment of Divorce incorporates all ancillary issues, including the payment of counsel and experts' fees and expenses, which issues:

were settled by written settlement/separation agreement

were settled by oral settlement/ stipulation on the record

were determined by the Court

were determined by Family Court order (custody and visitation or child support and/or spousal support issues only)

are not to be incorporated into the Judgment of Divorce, in that neither party to the divorce has contested any such issues based on the Affidavit of Plaintiff (which Defendant has not contested).

28 TWENTIETH: The Court or the Support Collection Unit (where a party is currently receiving child support services or an application has been made for such services) shall issue an income deduction order or an income execution simultaneously herewith unless either of the following boxes is checked;

an agreement providing for an alternative arrangement has been reached between the parties or for the following reason(s) which the court finds to constitute good cause pursuant to DRL 240(2) (b):

[specify]: _____

CONCLUSIONS OF LAW

FIRST: Residency as required by DRL § 230 has been satisfied.

SECOND: The requirements of DRL § 255 have been satisfied.

THIRD: The requirements of DRL § 240 1 (a) including the Records Checking Requirements in DRL § 240 1 (a-1) have been satisfied.

FOURTH: The requirements of DRL § 240 (1-b) have been satisfied.

FIFTH: The requirements of DRL § 236(B)(2)(b) have been satisfied.

SIXTH: The requirements of DRL § 236(B)(6) have been satisfied.

SEVENTH: If DRL §170 subd. (7) is the ground alleged, then all economic issues of equitable distribution of marital property, the payment or waiver of spousal support, the payment of child support, the payment of counsel and experts' fees and expenses as well as the custody and visitation with the minor children of the marriage have been resolved by the parties or determined by the court and incorporated into the judgment of divorce.

29 EIGHTH: *Plaintiff* **OR** *Defendant* is entitled to a judgment of divorce on the ground of DRL §170 subd. _____ and granting the incidental relief awarded.

30 Dated: _____

J.S.C./Referee

1
2
3

At the *Matrimonial/IAS* Part _____ of New
York State Supreme Court at
the Courthouse, _____
County, on _____.

4
5
6

Present:
Hon. _____ *Justice/Referee*
-----X

Plaintiff,
-against-

Index No.:
Calendar No.:
Social Security No.:

JUDGMENT OF DIVORCE

7

Defendant.
-----X

EACH PARTY HAS A RIGHT TO SEEK A MODIFICATION OF THE CHILD SUPPORT ORDER UPON A SHOWING OF: (I) A SUBSTANTIAL CHANGE IN CIRCUMSTANCES; OR (II) THAT THREE YEARS HAVE PASSED SINCE THE ORDER WAS ENTERED, LAST MODIFIED OR ADJUSTED; OR (III) THERE HAS BEEN A CHANGE IN EITHER PARTY'S GROSS INCOME BY FIFTEEN PERCENT OR MORE SINCE THE ORDER WAS ENTERED, LAST MODIFIED, OR ADJUSTED; HOWEVER, IF THE PARTIES HAVE SPECIFICALLY OPTED OUT OF SUBPARAGRAPH (II) OR (III) OF THIS PARAGRAPH IN A VALIDLY EXECUTED AGREEMENT OR STIPULATION, THEN THAT BASIS TO SEEK MODIFICATION DOES NOT APPLY.

8

THE FOLLOWING NOTICE IS *APPLICABLE* OR *NOT APPLICABLE*

NOTICE REQUIRED WHERE PAYMENTS THROUGH SUPPORT COLLECTION UNIT

NOTE:

- (1) **THIS ORDER OF CHILD SUPPORT SHALL BE ADJUSTED BY THE APPLICATION OF A COST OF LIVING ADJUSTMENT AT THE DIRECTION OF THE SUPPORT COLLECTION UNIT NO EARLIER THAN TWENTY-FOUR MONTHS AFTER THIS ORDER IS ISSUED, LAST MODIFIED OR LAST ADJUSTED, UPON THE REQUEST OF ANY PARTY TO THE ORDER OR PURSUANT TO PARAGRAPH (2) BELOW. UPON APPLICATION OF A COST OF LIVING ADJUSTMENT AT THE DIRECTION OF THE SUPPORT COLLECTION UNIT, AN ADJUSTED ORDER SHALL BE SENT TO THE PARTIES WHO, IF THEY OBJECT TO THE COST OF LIVING ADJUSTMENT, SHALL HAVE THIRTY-FIVE (35) DAYS FROM THE DATE OF MAILING TO SUBMIT A WRITTEN OBJECTION TO THE COURT INDICATED ON SUCH ADJUSTED ORDER. UPON RECEIPT OF SUCH WRITTEN OBJECTION, THE**

COURT SHALL SCHEDULE A HEARING AT WHICH THE PARTIES MAY BE PRESENT TO OFFER EVIDENCE WHICH THE COURT WILL CONSIDER IN ADJUSTING THE CHILD SUPPORT ORDER IN ACCORDANCE WITH THE CHILD SUPPORT STANDARDS ACT.

- (2) **A RECIPIENT OF FAMILY ASSISTANCE SHALL HAVE THE CHILD SUPPORT ORDER REVIEWED AND ADJUSTED AT THE DIRECTION OF THE SUPPORT COLLECTION UNIT NO EARLIER THAN TWENTY-FOUR MONTHS AFTER SUCH ORDER IS ISSUED, LAST MODIFIED OR LAST ADJUSTED WITHOUT FURTHER APPLICATION BY ANY PARTY. ALL PARTIES WILL RECEIVE A COPY OF THE ADJUSTED ORDER.**
- (3) **WHERE ANY PARTY FAILS TO PROVIDE, AND UPDATE UPON ANY CHANGE, THE SUPPORT COLLECTION UNIT WITH A CURRENT ADDRESS, AS REQUIRED BY SECTION TWO HUNDRED FORTY-B OF THE DOMESTIC RELATIONS LAW, TO WHICH AN ADJUSTED ORDER CAN BE SENT, THE SUPPORT OBLIGATION AMOUNT CONTAINED THEREIN SHALL BECOME DUE AND OWING ON THE DATE THE FIRST PAYMENT IS DUE UNDER THE TERMS OF THE ORDER OF SUPPORT WHICH WAS REVIEWED AND ADJUSTED OCCURRING ON OR AFTER THE EFFECTIVE DATE OF THE ADJUSTED ORDER, REGARDLESS OF WHETHER OR NOT THE PARTY HAS RECEIVED A COPY OF THE ADJUSTED ORDER.**

9 This action was submitted to *the referee* **OR** *this court* for *consideration* this ____ day of _____ **OR** for *inquest* on this ____ day of _____.

10 The Defendant was served *personally* **OR** *pursuant to court order dated* _____
 within **OR** *outside* the State of New York.

11 Plaintiff presented a *Verified Complaint and Affidavit of Plaintiff constituting the facts of the matter* **OR** *Summons With Notice and Affidavit of Plaintiff constituting the facts of the matter.*

12 The Defendant has *not appeared and is in default* **OR** *appeared and waived his or her right to answer* **OR** *filed an answer or amended answer withdrawing any prior pleadings and neither admitting nor denying the allegations in the complaint and consenting to the entry of judgment* **OR** *the parties settled the ancillary issues by* *written stipulation* **OR** *oral stipulation on the record dated* _____.

13 The Court accepted *written* **OR** *oral* proof of non-military status.

14 The Plaintiff's address is _____, and social security number is _____.
_____. The Defendant's address is _____, and
social security number is _____.

15 Now on motion of _____, the *attorney for Plaintiff* **OR** *Plaintiff*, it is:

16 **ORDERED AND ADJUDGED** that the Referee's Report, if any, is hereby confirmed; and it further

17 **ORDERED, ADJUDGED AND DECREED** that the application of plaintiff is hereby granted to
dissolve the marriage between _____, plaintiff, and _____, defendant,
by reason of:

- (a) the cruel and inhuman treatment of *Plaintiff by Defendant* **OR** *Defendant by Plaintiff* pursuant to D.R.L. §170(1); and/or
- (b) the abandonment of *Plaintiff* **OR** *Defendant* by *Plaintiff* **OR** *Defendant*, for a period of one or more years, pursuant to D.R.L. §170(2); and/or
- (c) the confinement of *Plaintiff* **OR** *Defendant* in prison for a period of three or more consecutive years after the marriage of Plaintiff and Defendant, pursuant to D.R.L. §170(3); and/or
- (d) the commission of an act of adultery by *Plaintiff* **OR** *Defendant*, pursuant to D.R.L. §170(4); and/or
- (e) the parties having lived separate and apart pursuant to a decree or judgment of separation dated _____ for a period of one or more years after the granting of such decree or judgment, pursuant to D.R.L. §170(5); and/or
- (f) the parties having lived separate and apart pursuant to a Separation Agreement dated _____ in compliance with the provisions of D.R.L. §170(6); and/or
- (g) the relationship between Plaintiff and Defendant has broken down irretrievably for a period of at least six months pursuant to D.R.L. §170(7); and

18 The requirements of D.R.L. §240 1(a-1) have been met and the Court having considered the results of said inquiries, it is

ORDERED AND ADJUDGED that *Plaintiff* **OR** *Defendant* **OR** *third party*,
namely: _____ shall have custody of the minor child(ren) of the marriage, i.e.:

19	<u>Name</u>	<u>Date of Birth</u>	<u>Social Security No.</u>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

OR *There are no minor children of the marriage*; and

20 The requirements of D.R.L. §240 1 (a-1) have been met and the Court having considered the results of said inquires, it is

ORDERED AND ADJUDGED that *Plaintiff* **OR** *Defendant* shall have visitation with the minor child(ren) of the marriage *in accordance with the parties' settlement agreement* **OR** *according to the following schedule:* _____

OR *Visitation is not applicable*; and it is further

21 **ORDERED AND ADJUDGED** that the existing _____ County, _____ Court order(s) under *Index No.* _____ **OR** *Docket No.* _____ as to *custody* **OR** *visitation* shall continue; **OR** *There are no court orders with regard to custody or visitation to be continued*; and it is further

22 **ORDERED AND ADJUDGED** that *Plaintiff* **OR** *Defendant* shall pay to *Plaintiff* **OR** *Defendant* **OR** *third party*, namely: _____, as and for the support of the parties' unemancipated children of the marriage, the sum of \$ _____ per _____, pursuant to an existing order issued by the _____ County, _____ Court, under *Index* **OR** *Docket* Number _____, the terms of which are hereby continued. **OR** *There are no orders from other courts to be continued*; and it is further

ORDERED AND ADJUDGED that:

A) Pursuant to the *agreement of the parties*
 Court's decision
the *Plaintiff* shall pay to *Plaintiff*
 Defendant *Defendant*

the sum of \$ _____ as *per week*
 bi-weekly and for maintenance:
 semi-monthly
 monthly

payments to be made as set forth in the agreement;

commencing on the ____ *day of* _____, _____, *and continuing until the* ____ *day of* _____, _____;
month year month year

Payment shall be *a direct payment,*
 by an Income Deduction Order issued simultaneously herewith;

=====OR=====

B) *that there is no award of maintenance per the court's decision;*
 that there is no request for maintenance;
 that the guideline award of maintenance under the Maintenance Guidelines Law (L.2015
c. 269), if applicable, was zero.
and it is further;

=====OR=====

C) Pursuant to the court's decision for cases commenced before 1/25/16
the *Plaintiff* *Defendant* shall pay to *Plaintiff* *Defendant*

the sum of \$ _____ *per week;* \$ _____ *bi-weekly;* \$ _____ *semi-*
monthly \$ _____ *per month*

as and for maintenance

commencing on the ____ *day of* _____, _____, *and continuing until the* ____ *day of*
_____, _____; *month year*

Payment shall be *a direct payment,* *by an Income Deduction Order issued simultaneously herewith;*

=====OR=====

D) Pursuant to the court's decision for cases commenced on or after 1/25/16
the *Plaintiff* *Defendant* shall pay to

Plaintiff *Defendant*
the sum of \$ _____ *per week;* \$ _____ *bi-weekly;* \$ _____ *semi-*
monthly \$ _____ *per month*

as and for maintenance (the "Award") *commencing on the* ____ *day of* _____, _____, *and*
continuing until the ____ *day of*
_____, _____; *month year*

Payment shall be a direct payment,
 by an Income Deduction Order issued simultaneously herewith;

The guideline award of maintenance under the Maintenance Guidelines Law is \$ _____

For the reasons stated in the Findings of Fact and Conclusions of Law, which are incorporated here in by reference: (Check the applicable boxes:)

The Award includes an award on income of maintenance payor up to \$203,000 per year. In computing said award, the Court applied the Maintenance Guidelines Law (L.2015, c.269) ; **OR**
 the court adjusted the guideline award of maintenance due under the Maintenance Guidelines Law because it is unjust and inappropriate.

The Award includes maintenance on income of maintenance payor in excess of \$203,000 per year **OR** The Award does not include maintenance on income of maintenance payor in excess of \$203,000 per year.

24

ORDERED AND ADJUDGED that Plaintiff **OR** Defendant shall pay to Plaintiff **OR** Defendant **OR** third party, namely: _____, **OR** because a party is already receiving child support services or an application has been made for such services, through the NYS Child Support Processing Center, PO Box 15363, Albany, NY 12212-5363; as and for the support of the parties' unemancipated child(Ren) of the marriage, namely:

<u>Name</u>	<u>Date of Birth</u>
_____	_____
_____	_____
_____	_____
_____	_____

the sum of \$ _____ per week **OR** bi-weekly **OR** semi-monthly per month, commencing on _____, and to be paid directly to Plaintiff **OR** Defendant **OR** third party, namely: _____, **OR** through the NYS Child Support Processing Center, PO Box 15363, Albany, NY 12212-5363, together with such dollar amounts or percentages for child care **OR** education **OR** health care as set forth below in accordance with the Court's decision **OR** the parties' Settlement Agreement.
OR This section is not applicable because there are no unemancipated children of the marriage;

Such Settlement Agreement, if applicable, is in compliance with D.R.L. §240(1-b)(h) because:

The parties have been advised of the provisions of D.R.L. Sec. 240(1-b); the unrepresented party, if any, has received a copy of the Child Support Standards Chart promulgated by the Commissioner of Social Services pursuant to Social Services Law Sec. 111-I;

the basic child support obligation, as defined in D.R.L. Sec. 240(1-b), presumptively results in the correct amount of child support to be awarded, and the agreed upon amount substantially conforms to the basic support obligation attributable to the non-custodial parent;

the amount awarded is neither unjust nor inappropriate, and the Court has approved such award through the Findings of Fact and Conclusions of Law;

OR

The basic support obligation, as defined in DRL Sec. 240 (1-b), presumptively results in the correct amount of child support to be awarded, and the amount attributable to the non-custodial parent is \$_____ per _____; the amount of child support agreed to in this action deviates from the amount attributable to the non-custodial parent, and the Court has approved of such agreed-upon amount based upon the reasons set forth in the Findings of Fact and Conclusions of Law, which are incorporated herein by reference;

OR *This provision is not applicable;* and it is further

ORDERED AND ADJUDGED that, if maintenance is to be paid pursuant to this Judgment of Divorce, then, subject to the terms of DRL 240(1-b), upon termination of the maintenance award, the amount of child support payable shall be adjusted, without prejudice to either party's right to seek a modification pursuant to DRL 236 (B)(9)(2); and it is further

25 **ORDERED AND ADJUDGED** that *Plaintiff* **OR** *Defendant* shall pay to *Plaintiff* **OR** *Defendant* **OR** *third party, namely: _____* and for reasonable child care expenses pursuant to *written agreement of the parties* **OR** *the court's decision*, the amount of \$_____ per year or _____ *per week* *bi-weekly* *semi-monthly* *per month*.

OR *Not applicable;* and it is further

26 **ORDERED AND ADJUDGED**

1- that *Plaintiff* **OR** *Defendant* shall pay to *Plaintiff* **OR** *Defendant*

OR *third party, namely: _____*, **OR** *through the Support Collection Unit (because a party is currently receiving child support services or an application has been made for such services)* as and for non-custodial parent's pro rata share of future health care expenses not

covered by insurance, _____% of such expenses pursuant to written agreement of the parties

OR the court's decision

OR *Not applicable*;

2- Check which box or boxes apply:

a) **if the custodial parent provides the health insurance for the children:**

Plaintiff **OR** Defendant shall pay to Plaintiff **OR** Defendant **OR**

third party, namely: _____, **OR** through the Support Collection Unit

(because a party is currently receiving child support services or an application has been

made for such services) as and for The non-custodial parent's pro rata share of

health insurance premiums for the children, \$ _____ per year or _____

*per week bi-weekly semi-monthly per month **OR***

b) **if the non-custodial parent provides the health insurance for the children:**

The custodial parent's pro rata share of health insurance premiums for the children,

\$ _____ per year or _____ per week bi-weekly semi-monthly per

month will be deducted from the child support obligation.

3- Plaintiff **OR** Defendant shall apply to the state sponsored health insurance

plan for coverage for the unemancipated children of the marriage. The costs shall be

allocated pursuant to written agreement of the parties **OR** the court's decision **OR**

Not applicable; and it is further

27 **ORDERED AND ADJUDGED** that Plaintiff **OR** Defendant shall pay to Plaintiff **OR** Defendant **OR** third party, namely: _____ **OR** through the Support Collection Unit *(because a party is currently receiving child support services or an application has been made for such services)* For education or extraordinary expenses of the children \$ _____ per year or _____ per week bi-weekly semi-monthly per month or _____% of such expenses pursuant to written agreement of the parties **OR** the court's decision **OR** *Not applicable*; and it is further

28 **ORDERED AND ADJUDGED** that Plaintiff **OR** Defendant is hereby awarded exclusive occupancy of the marital residence located at _____, together with its contents until further order of the court, **OR** as follows: _____; **OR** *Not applicable*; and it is further

29 Fill in Box A or Box B, whichever, applies:

A. **ORDERED AND ADJUDGED** that the Settlement Agreement entered into between the parties on the day of _____, *an original* **OR** *a transcript* of which is on file with this Court and incorporated herein by reference, shall survive and shall not be merged into this judgment, and the parties are hereby directed to comply with all legally enforceable terms and conditions of said agreement as if such terms and conditions were set forth in their entirety herein;

OR

B. There is no Settlement Agreement entered into between the parties;
and it is further

ORDERED AND ADJUDGED, that the Supreme Court shall retain jurisdiction to hear any applications to enforce the provisions of said Settlement Agreement, if any, or to enforce or modify the provisions of this judgment, provided the court retains jurisdiction of the matter concurrently with the Family Court for the purpose of specifically enforcing, such of the provisions of that (separation agreement)(stipulation agreement, if any), as are capable of specific enforcement, to the extent permitted by law, and of modifying such judgment with respect to maintenance, support, custody or visitation to the extent permitted by law, or both; and it is further

ORDERED AND ADJUDGED, that any applications brought in Supreme Court to enforce the provisions of said Settlement Agreement, if any, or to enforce or modify the provisions of this Judgment shall be brought in a County wherein one of the parties reside; provided that if there are minor children of the marriage, such applications shall be brought in a County wherein one of the parties or the child or children reside, except, in the discretion of the judge, for good cause. Good cause applications shall be made by motion or order to show cause. Where the address of either party and any child or children is unknown and not a matter of public record, or is subject to an existing confidentiality order pursuant to DRL § 254 or FCA § 154-b, such applications may be brought in the County where the Judgment was entered; and it is further

30 **ORDERED AND ADJUDGED** that pursuant to the *parties' Settlement Agreement* dated _____ **OR** *the court's decision after trial*, all parties shall duly execute all documents necessary to formally transfer title to real estate or co-op shares to the *Plaintiff* **OR** *Defendant* as set forth in the *parties' Settlement Agreement* **OR** *the court's decision after trial*, including, without limitation, an appropriate deed or other conveyance of title, and all other forms necessary to record such deed or other title documents (including the satisfaction or refinancing of any mortgage if necessary) to convey ownership of the marital residence located at _____, no later than _____; **OR** *Not applicable*; and it is further

31 **ORDERED AND ADJUDGED** that a separate Qualified Medical Child Support Order shall be issued simultaneously herewith **OR** *Not applicable*; and it is further

32 **ORDERED AND ADJUDGED** that, pursuant to the *parties' Settlement Agreement* **OR** *the court's decision*, a separate Qualified Domestic Relations Order shall be issued simultaneously herewith or as soon as practicable **OR** *Not applicable*; and it is further

33 **ORDERED AND ADJUDGED** that, *pursuant to the Court's decision* **OR** *pursuant to the parties' agreement*, the Court Court or the Support Collection Unit (where a party is currently receiving child support services or an application has been made for such services) shall issue an income deduction order simultaneously herewith **OR** *Not applicable* because the Court has made a finding in the Findings of Fact and Conclusions of Law that alternative arrangements have been made between the parties, or that good cause exists not to require such an order; and it is further

34 **ORDERED AND ADJUDGED** that both parties are authorized to resume the use of any prior surname, and it is further

35 **ORDERED AND ADJUDGED** that *Plaintiff* **OR** *Defendant* is authorized to resume use of the prior surname _____; and it is further

36 **ORDERED AND ADJUDGED** that *Plaintiff* **OR** *Defendant* is hereby awarded counsel and/or expert's fees as follows:

_____ **OR** *Not applicable*; and it is further

37 **ORDERED AND ADJUDGED** that *Plaintiff* **OR** *Defendant* shall be served with a copy of this judgment, with notice of entry, by the *Plaintiff* **OR** *Defendant*, within _____ days of such entry; and it is further

38 **ORDERED AND ADJUDGED** that if either Plaintiff or Defendant requests or is receiving child support services, then *Plaintiff* **OR** *Defendant* **OR** *both Plaintiff and Defendant (if both are requesting or receiving child support services)*, shall send a copy of their own Application for Child Support Services together with a copy of the completed Support Collection Information Sheet (Form UD-8a) and a copy of this signed Judgment of Divorce (UD-11) to the local Support Collection Unit in the county where he or she resides within twenty (20) days after this judgment of divorce is entered.

39 Dated:

ENTER:

J.S.C./Ref

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

-----X

Plaintiff,

Index No. _____

-against-

**PART 130
CERTIFICATION**

Defendant.

-----X

CERTIFICATION: I hereby certify that all of the papers that I have served, filed or submitted to the court in this divorce action are not frivolous as defined in subsection (c) of Section 130-1.1 of the Rules of the Chief Administrator of the Courts.

Dated: _____

SIGNATURE

Print or type name below signature



UNCONTESTED MATRIMONIAL REQUEST FOR JUDICIAL INTERVENTION

UD-13
(rev. 03/01/2022)

_____ COURT, COUNTY OF _____

Index No: _____ Date Index Issued: ____/____/____

For Court Use Only:
IAS Entry Date
Judge Assigned
RJI Filed Date

CAPTION: Enter the complete case caption. Do not use et al or et ano.	
	Plaintiff
-against-	Defendant

STATUS OF ACTION OR PROCEEDING: Answer YES or NO for every question and enter additional information where indicated.

	YES	NO	
Has a summons and complaint or summons with notice been filed?	<input type="checkbox"/>	<input type="checkbox"/>	If yes, date filed: ____/____/____
Has a summons and complaint or summons with notice been served?	<input type="checkbox"/>	<input type="checkbox"/>	If yes, date served: ____/____/____
Are there children of the marriage under the age of 18?	<input type="checkbox"/>	<input type="checkbox"/>	If yes, complete and attach the MATRIMONIAL RJI Addendum (UCS-840M) .

NATURE OF JUDICIAL INTERVENTION (check all that apply):

Note of Issue (*NOTE: Check this box if you are filing for an Uncontested Divorce and are submitting the required forms/documents.*)
 Poor Person Application
 Ex Parte Application for Alternate Service
 Other (specify): _____

PARTIES: If a party does not have an attorney, check the "Un-Rep" box and enter the party's address, phone and email.

Un-Rep	Parties	Attorneys and/or Unrepresented Litigants	Issue Joined (Y/N):
<input type="checkbox"/>	Role: PLAINTIFF List party names. _____ Last Name _____ First Name _____ Middle Name Suffix	Provide attorney name, firm name, business address, phone number and email address. For unrepresented parties, provide party's address, phone number and email address. _____ First Name Last Name _____ Firm Name (if applicable) _____ Street Address City State Zip _____ Phone Email	N/A
<input type="checkbox"/>	Role: DEFENDANT List party names. _____ Last Name _____ First Name _____ Middle Name Suffix	Provide attorney name, firm name, business address, phone number and email address. For unrepresented parties, provide party's address, phone number and email address. _____ First Name Last Name _____ Firm Name (if applicable) _____ Street Address City State Zip _____ Phone Email	<input type="checkbox"/> YES <input type="checkbox"/> NO

RELATED CASES: List any related cases, include any related criminal or Family Court cases. If none, leave blank.

Case Title	Index/Case Number	Court	Judge (if assigned)	Relationship to instant case

I AFFIRM UNDER THE PENALTY OF PERJURY THAT, TO MY KNOWLEDGE, THERE ARE NO OTHER RELATED ACTIONS OR PROCEEDINGS, EXCEPT AS NOTED ABOVE, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION BEEN PREVIOUSLY FILED IN THIS ACTION OR PROCEEDING.

Dated: ____/____/____

_____ Signature

_____ Attorney Registration Number

_____ Print Name

MATRIMONIAL Request for Judicial Intervention Addendum

Supreme _____ COURT, COUNTY OF _____ INDEX NO. _____

For use when there are children under the age of 18 who are subject to the matrimonial action.

Plaintiff

Last Name: _____ First Name: _____ Date of Birth: _____
 Gender: Male Female

Prior Names (List any other names used, including maiden and/or former married names):
 Last Name: _____ First Name: _____
 Last Name: _____ First Name: _____
 Last Name: _____ First Name: _____

Present Address: _____ New York
 (Street Address) (City) (State) (Zip)

Address History
 for past 3 years:

 (Street Address) (City) (State) (Zip)

 (Street Address) (City) (State) (Zip)

 (Street Address) (City) (State) (Zip)

Defendant

Last Name: _____ First Name: _____ Date of Birth: _____
 Gender: Male Female

Prior Names (List any other names used, including maiden and/or former married names):
 Last Name: _____ First Name: _____
 Last Name: _____ First Name: _____
 Last Name: _____ First Name: _____

Present Address: _____ New York
 (Street Address) (City) (State) (Zip)

Address History
 for past 3 years:

 (Street Address) (City) (State) (Zip)

 (Street Address) (City) (State) (Zip)

 (Street Address) (City) (State) (Zip)

Children

Last Name: _____ First Name: _____ Date of Birth: _____ Gender: M F

Last Name: _____ First Name: _____ Date of Birth: _____ Gender: M F

Last Name: _____ First Name: _____ Date of Birth: _____ Gender: M F

Last Name: _____ First Name: _____ Date of Birth: _____ Gender: M F

Last Name: _____ First Name: _____ Date of Birth: _____ Gender: M F

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

-----X

2,3 Index No.: _____

Plaintiff.

-against-

NOTICE OF ENTRY

4 Defendant.

-----X

5 PLEASE TAKE NOTICE that the attached is a true copy of a judgment of divorce in
6 this matter that was entered in the Office of the County Clerk of _____ County, on the
7 ____ day of _____.

7 Dated: _____

8 _____
' Plaintiff **OR** ' Attorney(s) for Plaintiff

9 _____

Address

10 TO:

' Defendant **OR** ' Attorney for Defendant

Address

STATE OF NEW YORK SUPREME COURT
COUNTY OF _____

=====

Index No.
RJI No.:

_____,
Plaintiff,

- against -

_____,
Defendant.

=====

**AFFIRMATION
OF SERVICE BY
MAIL OF
JUDGMENT OF DIVORCE
WITH NOTICE OF ENTRY**

STATE OF NEW YORK)
)
COUNTY OF _____) SS.:

_____, residing at _____, says, I am
not a party to the action, and am over 18 years of age.

On _____, I served a copy of the Judgment of Divorce with Notice of Entry upon
the Defendant by mailing a true copy of such papers enclosed and properly sealed in an envelope
which I deposited in an official United States Post Office depository under the exclusive care and
custody of the United States Postal Service addressed to:

_____.

Dated: _____ Server's
Signature: _____
Print Name: _____

I, _____, affirm this ___ day of _____, _____, under the penalties of perjury, under
the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I
understand that this document may be filed in an action or proceeding in a court of law.

Server's Signature

SUPREME COURT : COUNTY OF _____

_____ vs. _____ **Index No.** _____

- Submitted divorce papers insufficient. Please go to the Court Clerk's Office to review papers for corrections and bring *new* self-addressed stamped post card.**
- Judgment of Divorce signed _____. You may go to the County Clerk's Office to obtain a certified copy of the judgment.**
- Judgment of Divorce signed. Please call _____ for instructions on how to retrieve your papers for filing with the County Clerk's Office.**

Post Card - Matrimonial Action.

**Instructions: Complete, affix postage and give to Matrimonial Clerk with divorce papers.
Be sure to indicate your name and address on the reverse side of the post card.**

CHILD SUPPORT SUMMARY FORM
SUPREME COURT

COMPLETE FORM FOR EACH BASIC CHILD SUPPORT OBLIGATION ORDER¹

- A. Court: [] Supreme
B. County: _____
C. Index #: _____
D. Date Action Commenced: ____/____/____
E. Date Judgment/Order Submitted or Signed: ____/____/____
F. # Of Children Subject to Child Support Order: _____
G. Annual Gross Income Adjusted for Maintenance:
1. Plaintiff: \$ _____ Defendant: \$ _____

- H. Amount of Child Support Payment:
1. By Plaintiff: \$ _____ annually
2. By Defendant: \$ _____ annually

- I. Additional Child Support: (Circle as many as appropriate)
By Plaintiff: By Defendant:
1. Medical/Med. Ins. 1. Medical/Med. Ins.
2. Child Care 2. Child Care
3. Education 3. Education
4. Other 4. Other

- J. Did the court make a finding that the child support award varied from the Child Support Standards Act amount? (Circle one)
1. Yes 2. No

- K. If answer to "J" was yes, circle court's reason(s):
1. Financial resources of parents/child.
2. Physical/emotional health of child: special needs or aptitudes.
3. Child's expected standard of living had household remained intact.
4. Tax consequences.
5. Non-monetary contribution toward care and well-being of child.
6. Educational needs of either parent.
7. Substantial differences in gross income of parents.
8. Needs of other children of non-custodial parent.
9. Extraordinary visitation expenses of non-custodial parent.
10. Other (specify):

- L. Maintenance/Spousal Support: (Circle one)
1. None 2. By Plaintiff 3. By Defendant

- M. Value of Maintenance/Spousal Support:
\$ _____ annually

SUPREME COURT ONLY

- N. Allocation of Property:
_____ % To Plaintiff _____ % To Defendant

¹ Defined by FCA 413(2) and DRL §240(1-b)(b)(2): "Child Support" shall mean a sum to be paid pursuant to court order or decree by either or both parents or pursuant to a valid agreement between the parties for care, maintenance and education of any unemancipated child under the age of twenty-one years.

**NEW YORK STATE UNIFIED COURT SYSTEM
SUPPORT SUMMARY FORM: FAMILY & SUPREME COURT**

INSTRUCTION SHEET

Prepare one report for each proposed judgment or final order granted pursuant to Article 4 or 5 of the Family Court Act and DRL §240 and §236 B(9)(b) which includes a provision for child support (including modification of order).

SUBMIT COMPLETED FORM TO:

**Office of Court Administration
Office of Court Research
25 Beaver Street, Room 975
New York, New York 10004**

GENERAL INSTRUCTIONS: → **ALL ITEMS MUST BE ANSWERED**

- If a number or amount in dollars is required and the answer is none, write 0.
- If a certain item is not applicable, write NA.
- If the information is unknown or not known to the party filling out the form, write UK.
- “mm/dd/yy” means “month/day/year”.

SPECIAL INSTRUCTIONS FOR PARTICULAR ITEMS:

- G. Use gross income figures from the last complete calendar year. Include maintenance received from a party spouse as income and deduct maintenance paid to a party spouse from income, but do not include child support.
- H. If the child support award is calculated weekly, multiply it by 52 for the annual amount; if biweekly, multiply it by 26, if semi-monthly, multiply it by 24, if monthly, multiply it by 12.
- M. If the maintenance award is calculated weekly, multiply it by 52 for the annual amount; if biweekly, multiply it by 26; if semi-monthly, multiply it by 24, if monthly, multiply it by 12. If the maintenance award calls for decreasing or increasing amounts (for example, a certain amount for five years and half that amount for another three years), then provide the average of the awards (total amount for all years divided by the number of years).

NOTE: THIS INFORMATION IS CONFIDENTIAL AND WILL BE USED FOR STATISTICAL PURPOSES ONLY. IT WILL NOT BE RETAINED IN THE CASE FILE.

**SUPPLEMENTAL
APPENDIX
OF
FORMS**

Important Notice

If you are issuing a Non-IV-D Income Withholding Order for child support or combined child and spousal support, you must serve the completed **LDSS-5037** as follows:

- **Part A:** serve **only** upon the NYS Child Support Processing Center (SDU), PO Box 15363, Albany, NY 12212-5363.
- **Part B:** serve upon **all** of the following:
 1. employer/income withholder;
 2. employee/obligor;
 3. custodial party/obligee; and
 4. NYS Child Support Processing Center (SDU)
PO Box 15363, Albany, NY 12212-5363.

Note: DO NOT fill out this IWO if a party is already receiving child support services or wishes to apply at this time.

Court Information

<input type="checkbox"/> Family Court: _____ County <input type="checkbox"/> Supreme Court: _____ County	Order ID (Index/Docket Number)
---	--------------------------------

Employee/Obligor Information

Name (Last, First, Middle)	
Mailing Address	
Social Security Number - -	Date of Birth (MM/DD/YYYY) / /

Custodial Party/Obligee Information

Name (Last, First, Middle)	
Mailing Address	
Social Security Number - -	Date of Birth (MM/DD/YYYY) / /

Page intentionally left blank.

INCOME WITHHOLDING FOR SUPPORT

I. Sender Information: (Completed by the Sender)

Date: _____

- INCOME WITHHOLDING ORDER/NOTICE FOR SUPPORT (IWO) AMENDED IWO
- ONE-TIME ORDER/NOTICE FOR LUMP SUM PAYMENT TERMINATION OF IWO

Child Support Enforcement (CSE) Agency Court Attorney Private Individual/Entity (Check One)

NOTE: This IWO must be regular on its face. Under certain circumstances you must reject this IWO and return it to the sender (see IWO instructions www.acf.hhs.gov/css/resource/income-withholding-for-support-instructions). If you receive this document from someone other than a state or tribal CSE agency or a court, a copy of the underlying order must be attached.

State/Tribe/Territory _____ Remittance ID (include w/payment) _____
 City/County/Dist./Tribe _____ Order ID _____
 Private Individual/Entity _____ Case ID _____

II. Employer and Case Information: (Completed by the Sender)

_____ Employer/Income Withholder's Name _____ Employer/Income Withholder's Address _____ _____ Employer/Income Withholder's FEIN _____ _____ Child(ren)'s Name(s) (Last, First, Middle) _____ _____ _____ _____ _____ _____	RE: _____ Employee/Obligor's Name (Last, First, Middle) _____ Employee/Obligor's Social Security Number _____ Employee/Obligor's Date of Birth _____ Custodial Party/Obligee's Name (Last, First, Middle) _____ <div style="border: 1px solid black; width: 100%; height: 100%; margin-top: 10px;"></div>
--	--

III. Order Information: (Completed by the Sender)

This document is based on the support order from New York State. You are required by law to deduct these amounts from the employee/obligor's income until further notice.

- \$ _____ Per _____ current child support
- \$ _____ Per _____ past-due child support - **Arrears greater than 12 weeks?** Yes No
- \$ _____ Per _____ current cash medical support
- \$ _____ Per _____ past-due cash medical support
- \$ _____ Per _____ current spousal support
- \$ _____ Per _____ past-due spousal support
- \$ _____ Per _____ other (must specify) _____

for a **Total Amount to Withhold** of \$ _____ per _____.

PAPERWORK REDUCTION ACT of 1995 (Pub. L. 104-13) STATEMENT OF PUBLIC BURDEN: The purpose of this information collection is to provide uniformity and standardization. Public reporting burden for this collection of information is estimated to average two to five minutes per response, including the time for reviewing instructions, gathering and maintaining the data needed, and reviewing the collection of information. This is a mandatory collection of information in accordance with 45 CFR 303.100 of the Child Support Enforcement Program. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information subject to the requirements of the Paperwork Reduction Act of 1995, unless it displays a currently valid OMB control number. If you have any comments on this collection of information, please contact the Employer Services Team by email at employerservices@acf.hhs.gov.

Employer/Income Withholder's Name: _____ Employer/Income Withholder's FEIN: _____
Employee/Obligor's Name: _____ SSN: _____
Case ID: _____ Order ID: _____

IV. Amounts to Withhold: (Completed by the Sender)

You do not have to vary your pay cycle to be in compliance with the *Order Information*. If your pay cycle does not match the ordered payment cycle, withhold one of the following amounts:

\$ _____ per weekly pay period \$ _____ per semimonthly pay period (twice a month)
\$ _____ per biweekly pay period (every two weeks) \$ _____ per monthly pay period
\$ _____ **Lump Sum Payment:** Do not stop any existing IWO unless you receive a termination order.

V. Remittance Information: (Completed by the Sender except for the "Return to Sender" check box.)

If the employee/obligor's principal place of employment is New York State, you must begin withholding no later than the first pay period that occurs 14 days after the date of service of the order/notice. Send payment within 7 business days of the pay date. If you cannot withhold the full amount of support for any or all orders for this employee/obligor, withhold _____% of disposable income for all orders. If the employee/obligor's principal place of employment is not New York State, obtain withholding limitations, time requirements, the appropriate method to allocate among multiple child support cases/orders and any allowable employer fees from the jurisdiction of the employee/obligor's principal place of employment.

State-specific withholding limit information is available at www.acf.hhs.gov/css/resource/state-income-withholding-contacts-and-program-requirements. For tribe-specific contacts, payment addresses, and withholding limitations, please contact the tribe at

www.acf.hhs.gov/sites/default/files/programs/css/tribal_agency_contacts_printable_pdf.pdf or
www.bia.gov/tribalmap/DataDotGovSamples/tld_map.html.

You may not withhold more than the lesser of: 1) the amounts allowed by the Federal Consumer Credit Protection Act (CCPA) [15 USC §1673(b)]; or 2) the amounts allowed by the law of the state of the employee/obligor's principal place of employment if the place of employment is in a state; or the tribal law of the employee/obligor's principal place of employment if the place of employment is under tribal jurisdiction. The CCPA is available at www.dol.gov/sites/dolgov/files/WHD/legacy/files/garn01.pdf. If the Order Information section does not indicate that the arrears are greater than 12 weeks, then the employer should calculate the CCPA limit using the lower percentage.

If there is more than one IWO against this employee/obligor and you are unable to fully honor all IWOs due to federal, state, or tribal withholding limits, you must honor all IWOs to the greatest extent possible, giving priority to current support before payment of any past-due support.

If the obligor is a nonemployee, obtain withholding limits from the **Supplemental Information** section in this IWO. This information is also available at www.acf.hhs.gov/css/resource/state-income-withholding-contacts-and-program-requirements.

Remit payment to **NYS Child Support Processing Center (SDU)**

at PO Box 15363, Albany, NY 12212-5363

Include the Remittance ID with the payment and if necessary this locator code of the SDU/Tribal order payee _____ on the payment.

To set up electronic payments or to learn state requirements for checks, contact the State Disbursement Unit (SDU).

Contacts and information are found at www.acf.hhs.gov/css/resource/sdu-eft-contacts-and-program-requirements.

Return to Sender [Completed by Employer/Income Withholder]. Payment must be directed to an SDU in accordance with sections 466(b)(5) and (6) of the Social Security Act or Tribal Payee (see Payments in Section VI). If payment is not directed to an SDU/Tribal Payee or this IWO is not regular on its face, you must check this box and return the IWO to the sender.

If Required by State or Tribal Law:

Signature of Judge/Issuing Official: _____

Print Name of Judge/Issuing Official: _____

Title of Judge/Issuing Official: _____

Date of Signature: _____

If the employee/obligor works in a state or for a tribe that is different from the state or tribe that issued this order, a copy of this IWO must be provided to the employee/obligor.

If checked, the employer/income withholder must provide a copy of this form to the employee/obligor.

Employer/Income Withholder's Name: _____ Employer/Income Withholder's FEIN: _____
Employee/Obligor's Name: _____ SSN: _____
Case ID: _____ Order ID: _____

VI. Additional Information for Employers/Income Withholders: (Completed by the Sender)

Priority: Withholding for support has priority over any other legal process under State law against the same income (section 466(b)(7) of Social Security Act). If a federal tax levy is in effect, please notify the sender.

Payments: You must send child support payments payable by income withholding to the appropriate State Disbursement Unit or to a tribal CSE agency within 7 business days, or fewer if required by state law, after the date the income would have been paid to the employee/obligor and include the date you withheld the support from his or her income. You may combine withheld amounts from more than one employee/obligor's income in a single payment as long as you separately identify each employee/obligor's portion of the payment. Child support payments may not be made through the federal Office of Child Support Enforcement (OCSE) Child Support Portal.

Lump Sum Payments: You may be required to notify a state or tribal CSE agency of upcoming lump sum payments to this employee/obligor such as bonuses, commissions, or severance pay. Contact the sender to determine if you are required to report and/or withhold lump sum payments. Employers/income withholders may use OCSE's Child Support Portal (ocsp.acf.hhs.gov/csp/) to provide information about employees who are eligible to receive lump sum payments and to provide contacts, addresses, and other information about their companies. Child support payments may not be made through the federal OCSE Child Support Portal.

Liability: If you have any doubts about the validity of this IWO, contact the sender. If you fail to withhold income from the employee/obligor's income as the IWO directs, you are liable for both the accumulated amount you should have withheld and any penalties set by state or tribal law/procedure, together with interest and reasonable attorney's fees. If you comply with this IWO, you will not be subject to civil liability to any individual or agency for conduct in compliance with this IWO. In New York State, pursuant to Civil Practice Law and Rules (CPLR) § 5241, upon a finding by the Family Court that you failed to withhold or remit withholdings as directed in this IWO, the Court shall issue an order directing your compliance and may direct the payment of a civil penalty not to exceed \$500 for the first instance and \$1,000 per instance for the second and subsequent instances of noncompliance.

Anti-discrimination: You are subject to a fine determined under state or tribal law for discharging an employee/obligor from employment, refusing to employ, or taking disciplinary action against an employee/obligor because of this IWO. In New York State, pursuant to CPLR § 5252, the court may direct a civil penalty not to exceed \$500 for the first instance and \$1,000 per instance for the second and subsequent instances of such discrimination, including laying off or refusing to promote an employee/obligor. Such discrimination may also be punishable as a contempt of court by fine or imprisonment or both.

Supplemental Information: (1) **PART A** of this form contains sensitive information and must be served only upon the *NYS Child Support Processing Center (SDU)*; **PART B**, which consists of 4 pages, must be served upon the SDU, employer/income withholder, employee/obligor, and custodial party/obligee. (2) Priority of withholding pursuant to CPLR § 5241(h) is current support, followed by health insurance premiums, and then arrears payments. (3) If there are multiple IWOs against this employee/obligor, withhold the maximum amount permitted (see *V. Remittance Information*, above) and pay to each creditor the proportion thereof which such creditor's claim bears to the combined total. (4) Where the income of the employee or nonemployee is compensation that is not paid or payable to the obligor for personal services, there is no limit to the amount you must withhold. Otherwise the noted limit applies. (5) If the employee/obligor is reinstated or reemployed within 90 days after termination, this IWO is still in effect.

Employer/Income Withholder's Name: _____ Employer/Income Withholder's FEIN: _____
Employee/Obligor's Name: _____ SSN: _____
Case ID: _____ Order ID: _____

VII. Notification of Employment Termination or Income Status: (Completed by the Employer/Income Withholder)

If this employee/obligor never worked for you or you are no longer withholding income for this employee/obligor, you must promptly notify the CSE agency and/or the sender by returning this form to the address listed in the **Contact Information** below or using OCSE's Child Support Portal (ocsp.acf.hhs.gov/csp/). Please report the new employer or income withholder, if known.

This person has never worked for this employer nor received periodic income.

This person no longer works for this employer nor receives periodic income.

Please provide the following information for the employee/obligor:

Termination date: _____ Last known telephone number: _____

Last known address: _____

Final payment date to SDU/Tribal Payee: _____ Final payment amount: _____

New employer's or income withholder's name: _____

New employer's or income withholder's address: _____

VIII. Contact Information (Completed by the Sender)

To Employer/Income Withholder: If you have questions, contact _____ (sender name)

by telephone: _____, by fax: _____, by email or website: _____.

Send termination/income status notice and other correspondence to: _____

_____ (sender address).

To Employee/Obligor: If the employee/obligor has questions, contact _____ (sender name)

by telephone: _____, by fax: _____, by email or website: _____.

IMPORTANT: The person completing this form is advised that the information may be shared with the employee/obligor.

Encryption Requirements:

When communicating this form through electronic transmission, precautions must be taken to ensure the security of the data. Child support agencies are encouraged to use the electronic applications provided by the federal Office of Child Support Enforcement. Other electronic means, such as encrypted attachments to emails, may be used if the encryption method is compliant with Federal Information Processing Standard (FIPS) Publication 140-2 (FIPS PUB 140-2).

Important Notice

If you are issuing a Spousal Support Only Income Withholding Order, you must serve the completed **LDSS-5038** as follows:

- **Part A:** serve only upon the employer/income withholder.
- **Part B:** serve upon all of the following:
 1. employer/income withholder;
 2. employee/obligor; and
 3. obligee.

Court Information

<input type="checkbox"/> Family Court: _____ County	Order ID (Index/Docket Number)
<input type="checkbox"/> Supreme Court: _____ County	

Employee/Obligor Information

Name (Last, First, Middle)	
Social Security Number - -	Date of Birth (MM/DD/YYYY) / /

Obligee Information

Name (Last, First, Middle)
Mailing Address

Page intentionally left blank.

NOTE- Grayed out areas of this form are NOT applicable to spousal support only cases

**Part
B**

INCOME WITHHOLDING FOR SUPPORT

I. Sender Information: (Completed by the Sender)

Date: _____

- INCOME WITHHOLDING ORDER/NOTICE FOR SUPPORT (IWO)** **AMENDED IWO**
- ONE-TIME ORDER/NOTICE FOR LUMP SUM PAYMENT** **TERMINATION OF IWO**

Child Support Enforcement (CSE) Agency Court Attorney Private Individual/Entity (Check One)

NOTE: This IWO must be regular on its face. Under certain circumstances you must reject this IWO and return it to the sender (see IWO instructions www.acf.hhs.gov/css/resource/income-withholding-for-support-instructions). If you receive this document from someone other than a state or tribal CSE agency or a court, a copy of the underlying order must be attached.

State/Tribe/Territory _____ Remittance ID (include w/payment) _____
 City/County/Dist./Tribe _____ Order ID _____
 Private Individual/Entity _____ Case ID _____

II. Employer and Case Information: (Completed by the Sender)

_____ Employer/Income Withholder's Name	RE: _____ Employee/Obligor's Name (Last, First, Middle)
_____ Employer/Income Withholder's Address	_____ Employee/Obligor's Social Security Number
_____ Employer/Income Withholder's FEIN	_____ Employee/Obligor's Date of Birth
_____ Child(ren)'s Name(s) (Last, First, Middle)	_____ Child(ren)'s Birth Date(s)
_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
_____ Custodial Party/Obligee's Name (Last, First, Middle)	

III. Order Information: (Completed by the Sender)

This document is based on the support order from New York State. You are required by law to deduct these amounts from the employee/obligor's income until further notice.

\$ _____ Per _____ current child support
 \$ _____ Per _____ past-due child support **Arrears greater than 12 weeks?** Yes No
 \$ _____ Per _____ current cash medical support
 \$ _____ Per _____ past-due cash medical support
 \$ _____ Per _____ current spousal support
 \$ _____ Per _____ past-due spousal support
 \$ _____ Per _____ other (must specify) _____

for a **Total Amount to Withhold** of \$ _____ per _____.

PAPERWORK REDUCTION ACT of 1995 (Pub. L. 104-13) STATEMENT OF PUBLIC BURDEN: The purpose of this information collection is to provide uniformity and standardization. Public reporting burden for this collection of information is estimated to average two to five minutes per response, including the time for reviewing instructions, gathering and maintaining the data needed, and reviewing the collection of information. This is a mandatory collection of information in accordance with 45 CFR 303.100 of the Child Support Enforcement Program. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information subject to the requirements of the Paperwork Reduction Act of 1995, unless it displays a currently valid OMB control number. If you have any comments on this collection of information, please contact the Employer Services Team by email at employerservices@acf.hhs.gov.

Employer/Income Withholder's Name: _____ Employer/Income Withholder's FEIN: _____
Employee/Obligor's Name: _____ SSN: _____
Case ID: _____ Order ID: _____

VI. Additional Information for Employers/Income Withholders: (Completed by the Sender)

Priority: Withholding for support has priority over any other legal process under State law against the same income (section 466(b)(7) of Social Security Act). If a federal tax levy is in effect, please notify the sender.

Payments: You must send child support payments payable by income withholding to the appropriate State Disbursement Unit or to a tribal CSE agency within 7 business days, or fewer if required by state law, after the date the income would have been paid to the employee/obligor and include the date you withheld the support from his or her income. You may combine withheld amounts from more than one employee/obligor's income in a single payment as long as you separately identify each employee/obligor's portion of the payment. Child support payments may not be made through the federal Office of Child Support Enforcement (OCSE) Child Support Portal.

Lump Sum Payments: You may be required to notify a state or tribal CSE agency of upcoming lump sum payments to this employee/obligor such as bonuses, commissions, or severance pay. Contact the sender to determine if you are required to report and/or withhold lump sum payments. Employers/income withholders may use OCSE's Child Support Portal (ocsp.acf.hhs.gov/csp/) to provide information about employees who are eligible to receive lump sum payments and to provide contacts, addresses, and other information about their companies. Child support payments may not be made through the federal OCSE Child Support Portal.

Liability: If you have any doubts about the validity of this IWO, contact the sender. If you fail to withhold income from the employee/obligor's income as the IWO directs, you are liable for both the accumulated amount you should have withheld and any penalties set by state or tribal law/procedure, together with interest and reasonable attorney's fees. If you comply with this IWO, you will not be subject to civil liability to any individual or agency for conduct in compliance with this IWO. In New York State, pursuant to Civil Practice Law and Rules (CPLR) § 5241, upon a finding by the Family Court that you failed to withhold or remit withholdings as directed in this IWO, the Court shall issue an order directing your compliance and may direct the payment of a civil penalty not to exceed \$500 for the first instance and \$1,000 per instance for the second and subsequent instances of noncompliance.

Anti-discrimination: You are subject to a fine determined under state or tribal law for discharging an employee/obligor from employment, refusing to employ, or taking disciplinary action against an employee/obligor because of this IWO. In New York State, pursuant to CPLR § 5252, the court may direct a civil penalty not to exceed \$500 for the first instance and \$1,000 per instance for the second and subsequent instances of such discrimination, including laying off or refusing to promote an employee/obligor. Such discrimination may also be punishable as a contempt of court by fine or imprisonment or both.

Supplemental Information: (1) **PART A** of this form contains sensitive information and must be served **only** upon the *employer/income withholder* for purposes of processing the income withholding; **PART B**, which consists of 4 pages, must be served upon the employer/income withholder, employee/obligor, and obligee. (2) Priority of withholding pursuant to CPLR § 5241(h) is current support, followed by health insurance premiums, and then arrears payments. (3) If there are multiple IWOs against this employee/obligor, withhold the maximum amount permitted (see *V. Remittance Information*, above) and pay to each creditor the proportion thereof which such creditor's claim bears to the combined total. (4) Where the income of the employee or nonemployee is compensation that is not paid or payable to the obligor for personal services, there is no limit to the amount you must withhold. Otherwise the noted limit applies. (5) If the employee/obligor is reinstated or reemployed within 90 days after termination, this IWO is still in effect

Employer/Income Withholder's Name: _____ Employer/Income Withholder's FEIN: _____
Employee/Obligor's Name: _____ SSN: _____
Case ID: _____ Order ID: _____

VII. Notification of Employment Termination or Income Status: (Completed by the Employer/Income Withholder)

If this employee/obligor never worked for you or you are no longer withholding income for this employee/obligor, you must promptly notify the CSE agency and/or the sender by returning this form to the address listed in the **Contact Information** below or using OCSE's Child Support Portal (ocsp.acf.hhs.gov/csp/). Please report the new employer or income withholder, if known.

- This person has never worked for this employer nor received periodic income.
- This person no longer works for this employer nor receives periodic income.

Please provide the following information for the employee/obligor:

Termination date: _____ Last known telephone number: _____

Last known address: _____

Final payment date to Obligee/Tribal Payee: _____ Final payment amount: _____

New employer's or income withholder's name: _____

New employer's or income withholder's address: _____

VIII. Contact Information (Completed by the Sender)

To Employer/Income Withholder: If you have questions, contact _____ (sender name)

by telephone: _____, by fax: _____, by email or website: _____.

Send termination/income status notice and other correspondence to: _____

_____ (sender address).

To Employee/Obligor: If the employee/obligor has questions, contact _____ (sender name)

by telephone: _____, by fax: _____, by email or website: _____.

IMPORTANT: The person completing this form is advised that the information may be shared with the employee/obligor.

Encryption Requirements:

When communicating this form through electronic transmission, precautions must be taken to ensure the security of the data. Child support agencies are encouraged to use the electronic applications provided by the federal Office of Child Support Enforcement. Other electronic means, such as encrypted attachments to emails, may be used if the encryption method is compliant with Federal Information Processing Standard (FIPS) Publication 140-2 (FIPS PUB 140-2).

IMPORTANT NOTICE TO COURT CLERKS FOR ALL NON-IV-D ORDERS: THIS FORM, RATHER THAN THE CHILD SUPPORT ORDER, SHOULD BE MAILED BY THE COURT TO THE STATE CASE REGISTRY, P.O. BOX 15101, ALBANY, NY 12212-5101

New York State Case Registry Filing Form *

For Use With Child Support Orders and Combined Child and Spousal Support Orders Payable To Other Than A Child Support Collection Unit*

*Domestic Relations Law § 240(5) and Family Court Act § 440(5) direct that such orders be promptly provided to the State Case Registry. The Office of Temporary and Disability Assistance has indicated that the information sought on this form satisfies the requirement to maintain a record of the order pursuant to Social Services Law § 111-b(4-a)(2) and no order is to be filed unless specifically requested.

Note: Full Social Security Numbers are required on this form. Redaction is not allowed.

Name of Court: _____ County Name: _____ Index Number: _____

Child Support Payor: _____ (first) _____ (last) _____ (middle initial) _____ Social Security #: _____ - _____ - _____ Date of Birth: _____ / _____ / _____ (Payor)

Child Support Payee: _____ (first) _____ (last) _____ (middle initial) _____ Social Security #: _____ - _____ - _____ Date of Birth: _____ / _____ / _____ (Payee)

Child #1 Name: _____ (first) _____ (last) _____ (middle initial) _____ Social Security #: _____ - _____ - _____ Date of Birth: _____ / _____ / _____ (Child #1)

Child #2 Name: _____ (first) _____ (last) _____ (middle initial) _____ Social Security #: _____ - _____ - _____ Date of Birth: _____ / _____ / _____ (Child #2)

Child #3 Name: _____ (first) _____ (last) _____ (middle initial) _____ Social Security #: _____ - _____ - _____ Date of Birth: _____ / _____ / _____ (Child #3)
(If more children, please use additional form.)

The order expires on: the youngest child's 21st birthday, OR ____ / ____ / ____ (MM/DD/YYYY)

FAMILY VIOLENCE INQUIRY

Has a Temporary or Final Order of Protection been granted on behalf of either party? Yes No Do not know

If yes, which party: Payor Payee

Has a request for confidentiality of address been granted on behalf of either party? Yes No

If yes, which party: Payor Payee

**INSTRUCTIONS FOR COMPLETING THE
NEW YORK STATE CASE REGISTRY FILING FORM**

Field	Instruction
Name of Court	Enter either "Supreme Court" or "Family Court."
County Name	Enter the name of the County entering the support order.
Index/Docket Number	Enter the Index Number (Supreme Court) or Docket Number (Family Court).
Child Support Payor	Enter, at a minimum, the first and last name of the child support payor. If there is more than one child support payor, please use a separate form to record the information for the additional child support payor.
Social Security Number (Payor)	Enter the full Social Security number of the child support payor. Enter "None" if the court record indicates that the individual has not been issued a Social Security number. Enter "Not on Record" if the Social Security number is not in the court record. Redaction is not allowed. An entry of "N/A," "not available," or "not applicable" is not allowed.
Date of Birth (Payor)	Enter the date of birth of the child support payor in the format MM/DD/YYYY.
Child Support Payee	Enter, at a minimum, the first and last name of the child support payee. An entry of "guardian" or other title is not allowed. If there is more than one child support payee, please use a separate form to record the information for the additional child support payee.
Social Security Number (Payee)	Enter the full Social Security number of the child support payee. Enter "None" if the court record indicates that the individual has not been issued a Social Security number. Enter "Not on Record" if the Social Security number is not in the court record. Redaction is not allowed. An entry of "N/A," "not available," or "not applicable" is not allowed.
Date of Birth (Payee)	Enter the date of birth of the child support payee in the format MM/DD/YYYY.
Child Name	Enter, at a minimum, the first and last name of each child covered by the order. If more than three (3) children are covered by the order, please use a separate form to record the information for the additional children.
Social Security Number (Child)	Enter the full Social Security number of each child covered by the order. Enter "None" if the court record indicates that the individual has not been issued a Social Security number. Enter "Not on Record" if the Social Security number is not in the court record. Redaction is not allowed. An entry of "N/A," "not available," or "not applicable" is not allowed.
Date of Birth (Child)	Enter the date of birth of each child covered by the order in the format MM/DD/YYYY.
Order Expiration	Provide the expiration date for the child support order. You may either check the first box to indicate that the order expires on the youngest child's 21 st birthday, or you may check the second box and provide any alternative date provided for under the terms of the support order. Provide the expiration date in the format MM/DD/YYYY.
Family Violence Inquiry	Check the appropriate box to indicate whether a Temporary or Final Order of Protection has been granted on behalf of either party to the order. If "yes" is selected, check the appropriate box to indicate which party has been granted the Order of Protection.
	Check the appropriate box to indicate whether a request for confidentiality of address has been granted on behalf of either party. If "yes" is selected, check the appropriate box to indicate the party on whose behalf the confidentiality authorization was made.

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

1

-----X

2

3

Plaintiff,

Index No. _____

-against-

**NOTICE OF
SETTLEMENT**

4

Defendant.

-----X

5

PLEASE TAKE NOTICE that the annexed *Proposed Judgment of Divorce*,
OR *Qualified Medical Child Support Order*, **OR** *Order*: _____

6

of which the within is a true copy, will be presented for signature to the Supreme Court
Clerk's Office, at _____, on

_____.

7

Dated: _____

Yours, etc.

8

 Plaintiff; *Attorney(s) for Plaintiff*
 Defendant; *Attorney(s) for Defendant*

Address: _____

Tel No. _____

9

TO: _____

Plaintiff; *Attorney(s) for Plaintiff*
 Defendant; *Attorney(s) for Defendant*

Address: _____

Tel No. _____

At the Supreme Court of the State of
New York, held in and for the County
of _____ at the County
Courthouse at _____, New
York, on the ___ day of _____

1
2
3

PRESENT: HON. _____
Justice of the Supreme Court

-----X

In the Matter of the Application of

Index No.: _____

6

_____,
Plaintiff,

For Permission to Prosecute an Action as a Poor Person
-against-

POOR PERSON ORDER

7

_____,
Defendant.

-----X

8 Upon the annexed affidavit of _____,

9 And it being alleged that said Plaintiff _____ has a good cause of
10 action or claim based upon **DRL § 170 subd. ____ - _____, and that
he/she is unable to pay the costs, fees and expenses to prosecute this action, and that there is no other
person beneficially interested in the action, thereof

11 **NOW** on motion of _____, Plaintiff, it is hereby

12 **ORDERED** that _____ is permitted to prosecute this action as a poor
13 person against _____ and it is further

ORDERED that any recovery by Judgment or Settlement in favor of Plaintiff shall be paid to
the Clerk of the Court to await distribution pursuant to court order, and it is further

ORDERED that the Clerk of this Court is directed to make no charge for costs or fees in
connection with the prosecution of this action, including one (1) certified copy of the judgment.

ENTER:

J.S.C.

14

**Insert the grounds for the divorce:

DRL §170(1) - cruel and inhuman treatment
DRL §170(2) - abandonment
DRL §170(3) - confinement in prison

DRL §170(4) - adultery
DRL §170(5) - living apart one year after separation decree or judgment of separation
DRL §170(6) - living apart one year after execution of a separation agreement
DRL §170(7) - irretrievable breakdown in relationship

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

-----X
In the Matter of the Application of

2,3 _____,

Plaintiff.

Index No.: _____

For Permission to Prosecute as a Poor Person

**AFFIRMATION IN SUPPORT OF
APPLICATION TO PROCEED
AS A POOR PERSON**

- against -

4 _____,

Defendant.

-----X

STATE OF NEW YORK }
ss:

5 COUNTY OF _____ }.....

6 I, Plaintiff, _____ (Print or type name), state as follows:

7 1. I reside at _____ in the City, Town or
Village of _____, County of _____, State of New York, and I have resided
in the State of New York for the past _____ years.

8 2. I am about to commence a lawsuit for divorce. This lawsuit is based upon **DRL §170
_____ - _____.

9 3. My sole source of income is: _____

I earn \$ _____ per _____.

10 4. My property and its value are as follows:

11 5. I make this application pursuant to Section 1101 of the Civil Practice Law and Rules upon
the ground that I am unable to pay costs, fees and expenses necessary to pursue my case and
am unable to obtain the funds to do so, and unless an order is entered relieving me from the
obligation to pay, I will be unable to prosecute my case.

- 12** 6. No other person is beneficially interested in the recovery sought herein.
- 13** 7. No previous application for the same or similar relief has been made by me in this case except: _____

_____ .
WHEREFORE, I respectfully ask for an order permitting me to prosecute an action as a poor person.

The foregoing statements have been carefully read by the undersigned.

14
I, _____, affirm this ___ day of _____, _____, under the penalties of perjury, under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

Plaintiff

**Insert the grounds for the divorce:

DRL §170(1) - cruel and inhuman treatment

DRL §170(2) - abandonment

DRL §170(3) - confinement in prison

DRL §170(4) - adultery

DRL §170(5) - living apart one year after separation decree or judgment of separation

DRL §170(6) - living apart one year after execution of a separation agreement

DRL §170(7) - irretrievable breakdown in relationship

STATE OF NEW YORK SUPREME COURT
COUNTY OF _____

=====

Plaintiff,
OF

- against -

Defendant.

=====

STATE OF NEW YORK)

)

SS.:

COUNTY OF _____)

_____, residing at _____, says, I am
not a party to the action, and am over 18 years of age.

On _____, I served a copy of the Summons with Notice or the Summons and
Verified Complaint, and the Affirmation In Support Of Application To Proceed as a Poor
Person, income verification and proposed Poor Person Order upon Defendant at the address
designated by Defendant and upon:

(check which box applies):

The (insert name of County) _____ County Attorney

OR

The Corporation Counsel of the City of New York

by depositing a true copy thereof enclosed in a post-paid wrapper, in an official
depository under the exclusive care and custody of the U.S. Postal Service within
New York State, addressed to :

Dated: _____

I, _____ (Print or Type Name), affirm this ___ day of _____, _____, under the
penalties of perjury, under the laws of New York, which may include a fine or imprisonment,
that the foregoing is true, and I understand that this document may be filed in an action or
proceeding in a court of law.

Server's Signature

**ADDENDUM TO STIPULATION OF SETTLEMENT/AGREEMENT RE:
COMPLIANCE WITH DOMESTIC RELATIONS LAW 255(2) rev. 1/1/24**

_____ Vs _____ Index #: _____

Each party is aware that he or she will no longer be covered by the other party's health insurance plan and that each party shall be responsible for his or her own health insurance coverage, and may be entitled to purchase health insurance on his or her own through a COBRA option, if available.

Dated: _____, 20_____

Plaintiff's Signature

Print Name

SS: STATE OF _____, COUNTY OF _____

*On this _____ day of _____ 20_____, before me; the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Dated: _____, 20_____

Defendant's Signature

Print Name

SS: STATE OF _____, COUNTY OF _____

*On this _____ day of _____ 20_____, before me; the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

*Despite amendment of CPLR 2106 to permit civil litigants to file affirmations instead of affidavits, this form should still be signed before a notary public to comply with DRL 255 (information about health insurance required in matrimonial agreements) and DRL 236 (B)(3) (matrimonial agreements must be acknowledged like a deed to be recorded). Both DRL 255 and DRL 236(b)(3) remain in effect.

The Top 20 Most Common Mistakes in Filling Out and Filing Uncontested Divorce Form Documents in New York Which Cause Delays

- 1) Names, dates, other information in documents do not match up throughout the papers
 - ***For example, Plaintiff enters name as Mary Smith on Summons and Mary Drew Smith on Complaint.***
 - ***For example, the children's dates of birth are different in the Verified Complaint and the Plaintiff's Affidavit or are spelled differently or some forms contain middle names and initials and others are different.***

- 2) Mistakes that Could Have been Avoided by Simple Proof Reading
Be sure to have someone you trust look over the documents for any mistakes before you sign them
 - ***For example, in the Affidavit of Plaintiff or Defendant, the box is checked that reads: "I am not seeking maintenance as payee as described in the Notice of Guideline Maintenance (the "Notice") (or that I am not seeking equitable distribution) other than what was already agreed to in a written agreement/stipulation."***
 - ***The words "other than what was already agreed to in a written agreement/stipulation" must have been crossed out in the Affidavit if there was no such agreement.***
 - ***Otherwise, the Court will reject the papers because the Court will think the agreement exists and was not submitted.***

- 3) Documents Uploaded Incorrectly
 - ***Make sure you carefully follow instructions from your County about how to upload documents.***

- 4) Defendant's Affidavit (Form UD-7) signed prior to filing of the summons
 - ***Note: if the Defendant swears he/she has received the summons before the summons is filed, the Affidavit cannot be accepted by the court because the summons would have had to have been filed first.***

5) Additional Relief Not Listed

- *You need to put in all the relief you want in the Summons with Notice (UD-1) or in the Verified Complaint (Form UD-2) if you are using the plain Summons (Form UD-1a). (A plain summons does not contain the relief requested because it always is served with a complaint which contains the relief requested.) You must then repeat the relief you want in the Plaintiff's Affidavit (Form UD-6).*
- *For example, if you want child support, maintenance and/or equitable distribution, you need to say this in either the Summons with Notice (or the Verified Complaint) and repeat it in the Plaintiff's Affidavit.*

6) Prior Court Orders: Missing

- *For example, there is a prior Family Court Order of support or custody and visitation. You must include a legible (clear) full copy with your papers. If the child referred to in the Family Court Order is now over 18, the Supreme Court cannot continue the Family Court Custody order.*

7) Separation Agreement or Stipulation of Settlement:

- (a) missing;
- (b) no proof of filing and filing fee payment with the county clerk;
- (c) not properly notarized with a special form of notary called an "acknowledgement in the form of a deed."
 - *This is different from the form of notary that simply says "sworn to before me."*
 - See <https://dos.ny.gov/system/files/documents/2021/08/aocform.txt> for a copy of the special form

8) Affidavit of Service is Missing

- *An Affidavit of Service (UD-3) is proof that the Defendant was served with the summons.*
- *In the Affidavit of Service, the server swears or affirms before a Notary Public that the Defendant was personally served.*
- *The Defendant can waive (not require this) in writing.*
- *The server must be someone other than you over the age of 18 (Remember you cannot serve the documents yourself)*

- 9) **Affidavit of Service Does Not Contain (Have) Required Information**
- *(Incomplete description of person served (i.e., age, height, weight) or photo (picture) missing even though affidavit recites photo was used to identify – or photo submitted without a statement that the photo fairly and adequately represented defendant’s appearance).*
 - *Affidavit of Service shows that service was made on Sunday*
 - *(Sabbath observers cannot be served on the Sabbath)*
 - *Questions regarding Defendant’s military service on Affidavit of Service not filled out*
- 10) **Proof of Service of Required Notices Missing**
- *The Plaintiff must have had served on the Defendant the notices in the first three forms in the Uniform NYS Uncontested Divorce Packet of Forms. These three forms are:*
 - *Maintenance Guidelines Notice*
 - *Notice of Automatic Orders*
 - *Notice Concerning Continuation of Health Care Coverage.*
 - *NOTE: You can find them posted on the web at:*
[Uncontested Divorce Forms | NYCOURTS.GOV.](http://www.nycourts.gov/uncontested-divorce-forms)
- 11) **Missing Summons**
- *The Summons is how your case starts. Without it your case must be rejected.*
 - *You must use a Summons that is only used for a divorce action – It says on it “Action for Divorce.”*
- 12) **Required Documents or Information Missing**
- *For example: Affidavit(s), Worksheets, Certificate of Dissolution, UCS-111 or NYS Case Registry Form Missing or Incompletely Filled out*
 - *Where information is requested, such as health insurance information for the children (e.g., which party is responsible for payment and names of insurers, identification and types of coverage), you cannot leave blank boxes or lines – you must fill them in.*
 - *UD-8(1) is required if one of the parties seeks maintenance or child support; UD-8(2) is required if one of the parties seeks maintenance; UD-8(3) with Appendix G filled out is required if there are children of the marriage under 21, and you must fill out the low income exemption portion of Appendix G.*
 - *If there is a written agreement or stipulation of the parties as to*

child support, it will be up to the court to approve it, and you must give the court enough information about the parties' income to do so.

- *On the Summons, you must give the basis of venue (where the action is brought), and if the basis of venue is the residence of the Plaintiff, you must give the Plaintiff's address unless you have obtained an order of confidentiality from the court.*

13) Required Language Missing from Affidavits, Findings of Fact and Conclusions of Law or Judgment of Divorce

(For example, an agreement or stipulation between the parties as to child support must state all of the following:

- *The parties have reviewed the Child Support Standards Act for calculating child support.*
- *The amount of child support required to be paid would be \$_____ per year. This amount should be the correct amount unless we agree to "Deviate "from (not follow) the amount in the Act.*
- *If we agree to deviate from this amount, our reasons are stated below:*

- *Every document in your papers must state the same things*

14) Parties try to "waive" (not have) requirements of the child support standards act rather than "deviate" (not follow it)

- *There must be a payment of at least \$25.00 per month unless the court decides it would be unjust and inappropriate based on certain factors required by the statute*
- *You cannot agree not to pay any child support.*
- *You have to tell the court why you are asking for this, and the court will decide if they are willing to approve the child support amount you are asking for*

15) Social Security Numbers Missing or Redacted (Crossed Out)

- *This is especially important in Cases with Children for Child Support Enforcement but is required in all cases*

16) Form of papers not proper form

- *Do not use two-sided copies.*
- *Papers must be on white paper in black ink as required by law*

17) Corrections on previously sworn affidavits

- *(Affidavit must be redone and sworn to and notarized again)*
- *You cannot just fix or change a form once it was notarized – it needs to be notarized again.*

18) Notarization

- (a) Signatures not notarized.
- (b) Notary's Commission expired.

Check the stamp the Notary put on the document to make sure the date of their Commission ending has not passed when they signed it.

- (c) Not signed in front of Notary
- (d) Improper Foreign Notarization

- *If a document is notarized outside the United States, it is best to speak to an attorney to make sure it is in proper form*

19) Improper Foreign Service

- *If it is necessary to serve the Defendant outside the United States, it is best to speak to an attorney*
- *Foreign service can be complicated.*
- *It is not enough to simply pay for airfare for service abroad*

20) Improper Submission of Papers

- *The papers must contain email or fax numbers so that the court can contact you.*
- *For both e-filed and hard copy filings, divorce papers must be submitted to the County Clerk for payment of the fees prior to submission of the Summons with Notice (Form UD-1) or the Summons (UD-1a) and Verified Complaint (Form UD-2)*
- *The Note of Issue (Form UD-9) and RJI (Form UD-13) with RJI Addendum (if there are children) must be uploaded separately on NYSCEF (if you are e-filing)*



Office of the Statewide Coordinating Judge for Matrimonial Cases

VACATING A DEFAULT DIVORCE JUDGMENT

STATUTES

1. CPLR § 317. **Defense by person to whom summons not personally delivered.**

A person served with a summons other than by personal delivery to him or to his agent for service designated under rule 318, within or without the state, who does not appear may be allowed to defend the action within one year after he obtains knowledge of entry of the judgment, but in no event more than five years after such entry, upon a finding of the court that he did not personally receive notice of the summons in time to defend and has a meritorious defense. If the defense is successful, the court may direct and enforce restitution in the same manner and subject to the same conditions as where a judgment is reversed or modified on appeal. **This section does not apply to an action for divorce, annulment or partition.**

2. CPLR 5015 **Relief from judgment or order**

(a) On Motion. The court which rendered a judgment or order may relieve a party from it upon such terms as may be just, on motion of any interested person with such notice as the court may direct, upon the ground of:

1. excusable default, if such motion is made within one year after service of a copy of the judgment or order with written notice of its entry upon the moving party, or, if the moving party has entered the judgment or order, within one year after such entry; or

2. newly-discovered evidence which, if introduced at the trial, would probably have produced a different result and which could not have been discovered in time to move for a new trial under section 4404; or

3. fraud, misrepresentation, or other misconduct of an adverse party; or

4. lack of jurisdiction to render the judgment or order; or

5. reversal, modification or vacatur of a prior judgment or order upon which it is based.

(b) On Stipulation. The clerk of the court may vacate a default judgment entered pursuant to section 3215 upon the filing with him of a stipulation of consent to such vacatur by the parties personally or by their attorneys.

(c) On Application of an Administrative Judge. An administrative judge, upon a showing that default judgments were obtained by fraud, misrepresentation, illegality, unconscionability, lack of due service, violations of law, or other illegalities or where such default judgments were obtained in cases in which those defendants would be uniformly entitled to interpose a defense predicated upon but not limited to the foregoing defenses, and where such default judgments have been obtained in a number deemed sufficient by him to justify such action as set forth herein, and upon appropriate notice to counsel for the respective parties, or to the parties themselves, may bring a proceeding to relieve a party or parties from them upon such terms as may be just. The disposition of any proceeding so instituted shall be determined by a judge other than the administrative judge.

(d) Restitution. Where a judgment or order is set aside or vacated, the court may direct and enforce restitution in like manner and subject to the same conditions as where a judgment is reversed or modified on appeal.

3. CPLR 5511. **Permissible appellant and respondent.** An aggrieved party or a person substituted for him may appeal from any appealable judgment or order except one entered upon the default of the aggrieved party. He shall be designated as the appellant and the adverse party as the respondent.

4. CPLR 4518 **Business records**

(a) Generally. Any writing or record, whether in the form of an entry in a book or otherwise, made as a memorandum or record of any act, transaction, occurrence or event, shall be admissible in evidence in proof of that act, transaction, occurrence or event, if the judge finds that it was made in the regular course of any business and that it was the regular course of such business to make it, at the time of the act, transaction, occurrence or event, or within a reasonable time thereafter. An electronic record, as defined in section three hundred two of the state technology law, used or stored as such a memorandum or record, shall be admissible in a tangible exhibit that is a true and accurate representation of such electronic record. The court may consider the method or manner by which the electronic record was stored, maintained or retrieved in determining whether the exhibit is a true and accurate representation of such electronic record. All other circumstances of the making of the memorandum or record, including lack of personal knowledge by the maker, may be proved to affect its weight, but they shall not affect its admissibility. The term business includes a business, profession, occupation and calling of every kind.

(b) Hospital bills. A hospital bill is admissible in evidence under this rule and is prima facie evidence of the facts contained, provided it bears a certification by the head of the hospital or by a responsible employee in the controller's or accounting office that the bill is correct, that each of the items was necessarily supplied and that the amount charged is reasonable. This subdivision shall not apply to any proceeding in a surrogate's court nor in any action instituted by or on behalf of a hospital to recover payment for accommodations or supplies furnished or for services rendered by or in such hospital, except that in a proceeding pursuant to section one hundred eighty-nine of the lien law to determine the validity and extent of the lien of a hospital, such certified hospital bills are prima facie evidence of the fact of services and of the reasonableness of any charges which do not exceed the comparable charges made by the hospital in the care of workmen's compensation patients.

(c) Other records. All records, writings and other things referred to in sections 2306 and 2307 are admissible in evidence under this rule and are prima facie evidence of the facts contained, provided they bear a certification or authentication by the head of the hospital, laboratory, department or bureau of a municipal corporation or of the state, or by an employee delegated for that purpose or by a qualified physician. Where a hospital record is in the custody of a warehouse as that term is defined by paragraph (thirteen) of subsection (a) of section 7—102 of the uniform commercial code, pursuant to a plan approved in writing by the state commissioner of health, admissibility under this subdivision may be established by a certification made by the manager of the warehouse that sets forth (i) the authority by which the record is held, including but not limited to a court order, order of the commissioner, or order or resolution of the governing body or official of the hospital, and (ii) that the record has been in the exclusive custody of such warehouse or warehousemen since its receipt from the hospital or, if another has had access to it, the name and address of such person and the date on which and the circumstances under which such access was had. Any warehouse providing a certification as required by this subdivision shall have no liability for acts or omissions relating thereto, except for intentional misconduct, and the warehouse is authorized to assess and collect a reasonable charge for providing the certification described by this subdivision. Where a hospital record is located in a jurisdiction other than this state, admissibility under this subdivision may be established by either a certification or authentication by the head of the hospital, laboratory, department or bureau of a municipal corporation or of the state or by an employee delegated for that purpose, or by a qualified physician.

(d) Any records or reports relating to the administration and analysis of a genetic

marker or DNA test, including records or reports of the costs of such tests, administered pursuant to sections four hundred eighteen and five hundred thirty-two of the family court act or section one hundred eleven-k of the social services law are admissible in evidence under this rule and are prima facie evidence of the facts contained therein provided they bear a certification or authentication by the head of the hospital, laboratory, department or bureau of a municipal corporation or the state or by an employee delegated for that purpose, or by a qualified physician. If such record or report relating to the administration and analysis of a genetic marker test or DNA test or tests administered pursuant to sections four hundred eighteen and five hundred thirty-two of the family court act or section one hundred eleven-k of the social services law indicates at least a ninety-five percent probability of paternity, the admission of such record or report shall create a rebuttable presumption of paternity, and shall, if un rebutted, establish the paternity of and liability for the support of a child pursuant to articles four and five of the family court act.

(e) Notwithstanding any other provision of law, a record or report relating to the administration and analysis of a genetic marker test or DNA test certified in accordance with subdivision (d) of this rule and administered pursuant to sections four hundred eighteen and five hundred thirty-two of the family court act or section one hundred eleven-k of the social services law is admissible in evidence under this rule without the need for foundation testimony or further proof of authenticity or accuracy unless objections to the record or report are made in writing no later than twenty days before a hearing at which the record or report may be introduced into evidence or thirty days after receipt of the test results, whichever is earlier.

(f) Notwithstanding any other provision of law, records or reports of support payments and disbursements maintained pursuant to title six-A of article three of the social services law by the office of temporary and disability assistance or the fiscal agent under contract to the office for the provision of centralized collection and disbursement functions are admissible in evidence under this rule, provided that they bear a certification by an official of a social services district attesting to the accuracy of the content of the record or report of support payments and that in attesting to the accuracy of the record or report such official has received confirmation from the office of temporary and disability assistance or the fiscal agent under contract to the office for the provision of centralized collection and disbursement functions pursuant to section one hundred eleven-h of the social services law that the record or report of support payments reflects the processing of all support payments in the possession of the office or the fiscal agent as of a specified date, and that the document is a record or report of support payments maintained pursuant to title six-A of article three of the social services law. If so certified, such record or report shall be admitted into evidence under this rule without the need for additional foundation testimony. Such records shall be the basis for a permissive inference of the facts contained therein unless the trier of fact finds good cause not to draw such inference.

(g) Pregnancy and childbirth costs. Any hospital bills or records relating to the costs of pregnancy or birth of a child for whom proceedings to establish paternity, pursuant to sections four hundred eighteen and five hundred thirty-two of the family court act or section one hundred eleven-k of the social services law have been or are being undertaken, are admissible in evidence under this rule and are prima facie evidence of the facts contained therein, provided they bear a certification or authentication by the head of the hospital, laboratory, department or bureau of a municipal corporation or the state or by an employee designated for that purpose, or by a qualified physician.

CASE LAW

***Antonovich v. Antonovich*, 84 A.D.2d 799 (Second Dept. 1981)**

The fact that a defendant has not sufficiently established an adequate excuse for her default does not mandate denial of her motion to vacate a judgment of divorce entered upon default. The general rule in respect to opening defaults in ordinary actions is not to be applied so rigorously in a matrimonial action.

Queens County case; defendant wife moved to vacate default and cited that there was no just basis for the court to award the plaintiff husband a divorce on the grounds of abandonment. Here, the plaintiff filed on the abandonment grounds five days before the effective date of the ED Act.

In view of the circumstances surrounding the default and the fact that this action would finally determine the matrimonial status of the parties and custody of the parties' only child, it should not be disposed of on default. Accordingly, the default should be opened in the interest of justice.

***Schrader v. Schrader*, 152 A.D.2d 987b (Fourth Dept. 1989)**

A very short decision without any facts for us to review or study but standing for the proposition that our courts have embraced a liberal policy with respect to vacating default matrimonial actions and reminding all that it is still incumbent upon the moving party to show a reasonable excuse and a meritorious defense. Because the defaulting party met his dual burden, he was entitled to his day in court.

***Schorr v. Schorr*, 213 A.D.2d 621 (Second Dept. 1995)**

In this Nassau County case, the husband saw himself going down so what did he do? He walked out of the trial. The case proceeded without him. Sure enough, the decision was not a good one for him because he moved to vacate the judgment and order.

The Appellate Division held that even though he disrupted the trial by walked out during the trial, there was merit to his argument regarding a distribution of marital assets.

Additionally, the Supreme Court failed to set forth its reasons for the distribution (see, Domestic Relations Law § 236 [B] [5] [d]). Therefore, based upon our liberal policy of vacating default judgments in matrimonial actions and our deference to the Supreme Court, we find that the Supreme Court properly vacated the equitable distribution portion of the judgment of divorce.

***Genzone v. Genzone*, 146 A.D.752, (Second Dept. 2017)**

In this Nassau County case, the defendant ignored this matrimonial action for more than 2 ½ years despite repeatedly receiving reminders that the action was proceeding and that important issues attendant to it were being resolved without his participation. His excuse for inaction was vague, conclusory and unsupported by any evidence. The court rendered a decision on child support, custody, attorney fees and equitable distribution. After the default, he came back to court to vacate the default.

The Appellate Division opined that were it only that the defendant's issues that were at stake here, no relief would have been granted. But the case involved child support and custody. The court went further stating that these issues should be decided on the merits.

The appellant division stated that to the extent that the lower court granted the defendant relief on other issues, the court improvidently exercised its discretion.

Here, it was not the husband who defaulted who appealed but the wife.

The Court held that the defendant's default should NOT have been vacated with respect to the issues of attorney fees and equitable distribution.

***Shea v Miller*, 159 A.D.3d 974 (Second Dept., 2018)**

Suffolk County case. Undisputed that the defendant **never missed a court appearance**. The defendant's lawyer did not have the trial on his calendar and they missed the date. In their absence, Judge Quinn moved to Inquest. Appellate Division held that this was a reasonable excuse BUT the defendant failed to demonstrate a potentially meritorious defense. The Appellate Division held that the lower court providently exercise its discretion in denying the defendant's motion to vacate her default.

***Tragni v. Tragni*, 21 A.D.3d 1084 (Second Dept., 2005)**

Ordinarily when a court grants judgment to a plaintiff based upon the defendant's default in appearing at a conference, the default may be vacated only if the defendant can demonstrate both a reasonable excuse and a meritorious defense. In *Tragni*, the attorney's defendant never received actual notice of the compliance conference from the plaintiff's attorney although the plaintiff's attorney was directed to serve the defendant's attorney. That was a reasonable excuse and the defendant was excused from the need to show a meritorious defense.

***Otto v. Otto*, 150 A.D.2d 57, 545 N.Y.S.2d 321 (Second Dept. 1989)**

The trial court is under a mandate pursuant to N.Y. Dom. Rel. Law § 236(B)(5)(d)(6) to determine the respective rights of the parties in their separate or marital property, notwithstanding the fact that one of the parties has defaulted. Section 236(B)(5)(d)(6) makes no distinction between a contested matter and one in which there has been a default by one of the parties. The trial court is required, even where there is an inquest taken in the nonappearance of a party, to consider the above factors when it equitably disposes of marital property in the final judgment.

The court in *Otto* opined that the Inquest should be scheduled with notice given to the defaulting party in such a manner as may be directed by the trial court. BUT where the defaulting party has failed to make any appearance in the action, he or she may not be entitled to any notice of the Inquest.

***Pelaez v. Westchester Med. Ctr.*, 15 A.D.3d 375 (Second Dept., 2005)**

The failure to appear due to a lack of notice is analogous to the situation of a defendant who has not been served with process and suffers a default judgment. In both situations, the "default" is a nullity along with the remedy the court renders in response. Vacatur is required as a matter of law and *no showing of a meritorious cause of action or a defense is required*.

***Tragni v. Tragni*, 21 A.D.3d 1084 (Second Dept., 2005)**

Ordinarily when a court grants judgment to a plaintiff based upon the defendant's default in appearing at a conference, the default may be vacated only if the defendant can demonstrate both a reasonable excuse and a meritorious defense. In *Tragni*, the attorney's defendant never received actual notice of the compliance conference from the plaintiff's attorney although the plaintiff's attorney was directed to serve the defendant's attorney. That was a reasonable excuse and the defendant was *excused from the need to show a meritorious defense*.

***Bonik v. Tarrabochia*, 78 A.D.3d 630 (Second Dept. 2010)**

This was an action for specific performance on the sale of real property. The defendant defaulted at appearing at a court ordered conference. The Appellate Court opined that without notice of the conference, the default was a nullity as was the remedy imposed by the lower court as a consequence. The court held that vacatur was required as a matter of law and due process and *no showing of a potentially meritorious defense is required*.

***Matter of 42 A Realty*, 118 A.D.3d 993 (Second Dept. 2014)**

Without notice of the court appearance, the default was a nullity.

***Foley Inc. v. Metropolis Superstructures Inc.*, 130 A.D.3d 680 (Second Dept., 2015)**

In the absence of actual notice of a court conference date, the defendant's failure to appear at that conference could not qualify as a failure to perform a legal duty, the very definition of default. The court held that vacatur was required as a matter of law and due process and *no showing of a potentially meritorious defense is required*.

***Capruso v. Capruso*, 134 A.D.3d 974 (Second Dept. 2015)**

Another Suffolk County case where the lower court did not vacate the judgment of divorce stating that the defaulting party failed to demonstrate a reasonable excuse for her default alleging she had swine flu and had to be hospitalized due to a back injury resulting from a fall.

The Appellate Division determined that the lower court properly exercised its discretion in denying the motion to vacate the judgment of divorce BUT the Appellate Division stated that the Appellate Division IMPROVIDENTLY EXERCISED ITS discretion in denying the motion to vacate the order granting the ancillary relief.

***Notaro v. Performance Team*, 161 A.D.3d 1093 (2nd Dept. 2018)**

In the absence of actual notice, the defendant's failure to appear cannot qualify as a failure to perform a legal duty. The default is a nullity and vacatur is required as a matter of law and due process and *no showing of a potentially meritorious defense is required*.

***Citimortgage, Inc. v. Espinal*, 187 A.D.3d 1131 (Second Dept. 2020)**

Plaintiff alleged he had no notice of the status conference and defendant did not allege or offer evidence that the plaintiff received notice. In the absence of notice, plaintiff's failure to appear could not qualify as a failure to perform a legal duty, the very definition of a default. Vacatur was required as a matter of law and *no showing of a potentially meritorious defense is required*.

***Davis v. Davis*, 219 A.D.3d 697 (Second Dept. 2023)**

In this Suffolk County case, Judge Cheryl Joseph denied the wife's motion to vacate her default which was based on her affidavit stating that she did not receive notice of the Inquest because she was in Florida caring for a hospitalized family member for many months. She also submitted screen shots of text messages to her husband informing him of her whereabouts. The court record did not contain any proof that she was notified of any of the court dates in a manner other than by e-mail to her NY address nor was there as a certified receipt of mailing for the notice of inquest.

Also, Judge Joseph had failed to equalize the parties retirement accounts, distributed the defendant's pension but not the plaintiff

Appellate Division reversed and held wife submitted a reasonable excuse and she had a meritorious defense.

***Goldenberg v. Goldenberg*, 123 A.D.3D 761 (Second Dept. 2014)**

In this Nassau County case, the Defendant's former counsel failed to inform her that he did not answer the complaint and filed a motion to serve a late answer which was denied on the grounds that the papers were defective and that an inquest had been scheduled which he did NOT attend. After the judgment of divorce was entered, the defendant's attorney falsely represented to the defendant that he was in the process of moving to resolve issues concerning equitable distribution and visitation of the parties' child. The defendant did not discover that the judgment of divorce was entered upon her failure to appear at the inquest until more than one year after the judgment had been entered when she was served with a Family Court petition seeking enforcement of the judgment.

She moved to vacate the default and in support set forth the issues with her attorney's failures and showed that she had a potentially meritorious defense with respect to the issues of visitation, child support, equitable distribution and counsel fees

Judge Maron denied her motion to vacate. On appeal, Appellate term was moved by her arguments raised against her lawyer and even though it was more than 1 year after the default was entered, the court reversed and remitted it for an Inquest on the ED, child support, visitation, counsel fees, and a new determination and an entry of an appropriate amended judgment of divorce thereafter.

***Ashley v. Ashley*, 139 A.D. 650 (Second Dept.) (2016) (Westchester County)**

The Plaintiff commenced the action for divorce and the defendant failed to appear for trial and the Court held an inquest rendering a default judgment

Here, the defendant moved to vacate the default more than one year after the default was granted. The Court stated that although the Court has inherent authority to vacate a judgment in the interest of justice even after the statutory one year period has lapsed, in this action, the defendant failed to present any excuse for her failure to move to vacate the default for more than 2 years after the entry and failed to present any potentially meritorious defense, including the economic issues, **the motion to vacate was denied.**

***Michel v Milner*, (Judge Ventura, Queens County) 2022 N.Y.Misc Lexis 24383 (not an appellate division case)**

Here, Judge Golia struck the defendant's answer for his failure to appear in TSP in March 2020.

The case had been assigned to Judge Ventura. Defendant's attorney moved to vacate the default attesting that he did not have notice of the conference date which demonstrate a reasonable excuse for the default in appearing which formed the basis for Judge Ventura's decision to strike the defendant's answer. Plaintiff opposed arguing that the Defendant did not have reasonable excuse. *Plaintiff presented copies of notices sent by email and certified mail to the defendant's attorney advising that the note of issue had been filed and there remained outstanding discovery. But, Plaintiff presented NO evidence that he sent notice to the defendant of the missed court conference. Plaintiff contended that the application was untimely because it was made more than 1 year after the default. (The defendant's answer was stricken for failure to appear at trial scheduling part in March 2020) Defendant argued he did not become aware of the order until October 2021 (more than one year after the default).*

Judge Ventura opined that absent notice the defendant could not have defaulted; the default must be vacated as a matter of law and due process *without proof of a meritorious defense*.

***DD v.ID*, 79 Misc. 3d 1240(A); 193 N.Y.S.3d 701 (2023) (Richmond County) Judge Ronald Castorina Jr.**

In this matrimonial action, the defendant proceeded pro se and was acquainted with the NYSEF filing system having filed 3 motions as a pro se litigant and that he acted as an attorney in representing himself. As such, Plaintiff argued that the defendant should have known about the court appearance. But there was no court notice posted on NYSEF advising the parties of a new date. Defendant missed the date and argued that had he been aware he would have appeared and argued against the relief sought by the plaintiff.

Here, the court in rendering its decision opined that the court had no doubt that the parties were notified by email of the new court date and part, however, learned justice stated that “email can wind up in a spam folder, be accidentally deleted, or easily overlooked by a party that may be unfamiliar with the send or not specifically looking for a certain email. The court, in its discretion found that there was a reasonable excuse for the failure to appear and the request to vacate was granted.

***O’Brien v. O’Brien*, 149 A.D.2d 830, 830 (Third Dept. 1989)**

A party's remarriage does not constitute prejudice sufficient to defeat the opposing party's motion to set aside a default judgment in a divorce action. The power of a court to set aside a default judgment is not ended by the remarriage of a party who obtained the judgment of divorce.

***Dervisvic v. Dervisevic*, 89 A.D. 3d 785 (Second Dept., 2011)**

This was also a Nassau County case. This was a decision by Judge Bob Ross which was taken up on appeal. In the lower court, the defendant failed to submit any competent evidence that his default was excusable. The plaintiff properly served him with the summons with Notice which on its face was written “Action for Divorce”. He was properly served and he was required to make an appearance.

Defendant made a motion to vacate his default. Judge Ross denied the motion. The defendant then made a motion for leave to renew his motion to vacate his default. The appellate division stated that a motion for leave to renew is not second chance freely given to parties who have not exercised due diligence in making their first factual allegation.

***Alam v. Alam*, 123 A.D.3 1066 (Second Dept. 2014)**

In *Alam*, we are once again reminded that no notice of the court date is one of the bases to move the court for vacate the default. Here, the defendant did not appear because his attorney did not know of the court date and consequently never informed his client. The lower court immediately preceded to inquest in the defendant’s absence. The Appellate Division reversed the denial of the motion to vacate and held the default was not wilful and the defendant did not intend on abandoning any of his claims and that he had shown a meritorious defense.

***D’Alleva v. D’Alleva*, 127A.D.2d 732, (Second Dept. 1987)**

This a Queens County case where the wife defaulted and an Inquest was taken in 1984. They were married in 1974 and had two children. This was before no fault but the case is a good one for

review not because of the grounds for divorce but one of the basis for seeking to vacate the default.

In November 1983, the case appeared on Judge Calabretta's calendar and he ordered a psychiatric examination of the defendant. Two psychiatric exams were taken - she suffered from depressive neurosis and was taking prescribed drugs resulting in a condition where she was constantly asleep.

The case appears on Judge Calabretta's trial calendar January 4, 12, 31 and February 1, 1984. On each of those four dates, the parties and their attorneys appear.

There was four subsequent trial dates. On each of those subsequent trial dates, the plaintiff and his attorney appeared, the defendant's attorney appeared but not the defendant.

The attorney AND THE COURT contacted the defendant but she said she would not appear and that she wanted the whole thing over with. What does the attorney do? He makes a motion to be relieved as her attorney (What took him so long?) That motion gets granted.

Now, the court proceeds to go to Inquest. (The appellate panel - Judges Brown, Weinstein, Rubin and Spatt) opined that Judge Calabretta properly proceeded to Inquest. That Inquest had been commenced before the defendant's attorney was relieved so he was present and participating in the Inquest. The Inquest was completed without counsel for the defendant or any attorney on her behalf.

In June of 1984, Judge Calabretta issued a decision giving the plaintiff a divorce, sole custody of the children with visitation to defendant, exclusive use and occupancy of marital apartment and ordered defendant to move within 30 days of service of the judgment. The judge did grant her spousal maintenance of 2 years in this 10-year marriage; and directed that the parties share income and losses from the rentals in the building where the marital apartment was located; ordered a sale of the apartment WITHOUT A DEADLINE for the sale.

Judgments were being signed rather quickly in Queens back then - in July of 1984 the judgment of divorce was entered.

In October of 1984, the wife was removed in handcuffs from the apartment by the police. She was resistant on leaving the apartment and the husband claimed she was harassing him.

She finally goes back to Supreme Court. She makes her first motion to renew which was denied without prejudice to renew on proper paper setting forth a reasonable excuse and a meritorious defense.

Her second motion sets forth a detailed denial of the plaintiff's claims for cruel and inhuman treatment. As her excuse, she claimed that he had been telling her he would not go through with the divorce. She told the court that they lived together, still slept in the same bed and had marital relations; that she believed her husband and not his attorney or the court attorney who told her that the husband was seeking a divorce.

The husband vigorously opposed the motion and cross moved to deprive the wife of visitation with the children.

Special Term denied the motion to vacate.

It gets to the Appellate Term who opines "there is evident that the defendant - suffering from a depressive neurosis and under emotional stress - was allegedly misled by the plaintiff into failing to appear. Although there is substantial evidence that her default was consciously made, her decision to default should be weighed in the light of her then mental and emotional condition whether she was fraudulently deceived to do so and under all of the circumstances of the case.

Clearly, the court was aware of the wife's mental condition since the court ordered the psych evaluations of the wife and in fact two were held.

***Osman v. Osman*, 83 A.D.3d 1022 (Second Dep. 2011)**

This was a Suffolk County case where the wife was taken directly from the court to the hospital by ambulance where she underwent medical tests before being released with a diagnosis of anxiety. She was supposed to be back in court the next day. She does not show up and the court defaults her. She makes a motion to vacate the default. Motion denied. The Appellate Division felt that under the circumstances, the wife's claim that the anxiety attack caused her to misapprehend the court's instructions as to the time that she was required to return to court the next day constituted a reasonable excuse for her failure to appear. Default vacated and remitted back to Suffolk Supreme for a trial on all ancillary issues.

***McNamara v. McNamara*, 144 A.D.3d 1112 (Second Dept. 2016)**

Suffolk County case where the defendant claimed that he had acid reflux the night before the trial. Unsubstantiated. Motion denied. Appellate Division upheld.

***Ward v. Ward*, 172 A.D.3d 955 (Second Dept. 2019)**

Orange County case where the defendant's counsel moved to be relieved because his client was not cooperating with him by failing to respond to communications and not providing him with discovery; the defendant proceeds pro se, fails to comply with discovery; doesn't appear for a deposition and conferences. Eventually, the court precludes the wife from testifying and imposes sanctions. Her answer and counterclaim are stricken. The court directs the inquest. She fails to appear. The decision does not tell us what motion was made by the plaintiff post judgment of divorce; but it states that the defendant cross moved to vacate her default which the Supreme Court denied. The Appellate Division affirms on different grounds than the denial - they say that the defendant failed to establish a reasonable excuse for her default in appearing at inquest - her medical evidence was not in admissible form pursuant to CPLR 4518. Here, the defendant had already been precluded from any claims she may have had to be awarded maintenance, counsel fees or claims that she was not the monied spouse. Her *conclusory* affidavit failed to demonstrate a meritorious defense.

***Peroni v. Peroni*, 189 A.D.3d 2058 (Fourth Dept. 2020)**

This case shows us that it is well settled that the determination on whether to vacate a default is left to the sound discretion of the court.

Here, the defendant failed to establish a reasonable excuse for his default. He claimed that the side effects of certain medications impaired his judgment and constituted a reasonable excuse. But, he failed to submit any evidence to support his *conclusory* allegation. Since he did not have a reasonable excuse, the Court need not determine whether he had a potentially meritorious defense.

***Murray v. Giovannello*, 208 A.D.3d 499 (Second Dept. 2022)**

This is a Nassau County case which was assigned to Judge Bennett. The action for divorce was started in 2016. At the PC, grounds are resolved; defendant agrees to allow the plaintiff to be awarded a judgment of divorce in his favor. There were five subsequent court appearances and she does not appear.

Judge Bennett issues an order advising her that if she does not appear, the matter will proceed to inquest due to her default.

She failed to appear. Default entered. Assets distributed; no maintenance to the defendant. She then moved to vacate claiming that she failed to appear due to a bout of depression and mental illness; that ED was unfair and she was entitled to maintenance. Motion denied. Defendant appeals.

The Appellate Division held that the Supreme Court providently exercise its discretion in denying the defendant's motion to vacate her default because she failed to present a reasonable excuse and she failed to adequately substantiate her excuse that she was depressed and withdrew from everything effectively becoming a hermit and therefore did not appear at court.

***McNamara v. McNamara*, 144 A.D.3d 1112 (Second Dept. 2016)**

This is a second look for us at that Suffolk County case where the movant had acid reflux. He also complained that his wife lied at the Inquest. The Appellate Division opined that since presenting false testimony is an allegation of intrinsic fraud, the defendant was required to establish both a meritorious defense and a reasonable excuse for the default.

***Gonzalez v. Richmond*, 68 A.D. 1057 (Second Dept. 2009)**

Here, the parties were divorced in NY County in October 1999. The wife moved to hold the husband in default of his child support obligations in 2008 in Westchester County. The husband failed to appear in the 2008 Westchester County case. A default was entered and the husband moved to vacate the default claiming a reasonable excuse for his and his attorneys' failure to appear, he presented a meritorious defense as to the reason why he was not making his child support payment and asked for a downward modification of his child support obligations. Motion to vacate denied.

The Appellate Division held that the trial court improvidently considered the merits of the defendant's case under the 'EXTREME HARDSHIP' standard applicable to spousal maintenance modification when it should have considered the "UNANTICIPATED AND UNREASONABLE CHANGE IN CIRCUMSTANCE" standard applicable to child support

The husband was entitled to a hearing on his ability to pay and whether there was a change in circumstance. Matter remitted back to trial court.

CONTESTED DIVORCE

CONTESTED DIVORCE BASICS

Commencing the action

- Best practice would be to file a summons and complaint on NYSCEF. Many attorneys file a summons with notice but this can lead to complications later in the case. The defendant, after being served would then need to demand a complaint and one would be filed and served.
- Serve by personal delivery within 120 days of filing. Personal delivery, CPLR §308 (1) is in hand delivery. If you need service by another method, a motion is needed.
- Complaint should allege DRL §170(7) which is the irretrievable breakdown of the relationship between the spouses for 6 months prior to the filing of the summons.
- DRL 170 lists all of the other grounds available, but Irretrievable breakdown of the relationship is the easiest to prove.

Automatic Orders

- DRL 236 Must be served with the summons. Basically notifies both parties that they cannot in any way 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 (real estate, personal, cash, stocks, mutual funds, bank accounts, cars, boats) individually or jointly held, except in the usual course of business.
- 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; except that any party who is already in pay status may continue to receive such payments thereunder.

- (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.

Pre and Post Nuptial Agreements

- An agreement by the parties, made before or during the marriage, shall be valid and enforceable in a matrimonial

action if such agreement is in writing, subscribed by the parties, and acknowledged or proven in the manner required to entitle a deed to be recorded. Notwithstanding any other provision of law, an acknowledgment of an agreement made before marriage may be executed before any person authorized to solemnize a marriage pursuant to subdivisions one, two and three of section eleven of this chapter. Such an agreement may include (1) a contract to make a testamentary provision of any kind, or a waiver of any right to elect against the provisions of a will; (2) provision for the ownership, division or distribution of separate and marital property; (3) provision for the amount and duration of maintenance or other terms and conditions of the marriage relationship, subject to the provisions of section 5-311 of the general obligations law, and provided that such terms were fair and reasonable at the time of the making of the agreement and are not unconscionable at the time of entry of final judgment; and (4) provision for the custody, care, education and maintenance of any child of the parties, subject to the provisions of section two hundred forty of this article. Nothing in this subdivision shall be deemed to affect the validity of any agreement made prior to the effective date of this subdivision.

Discovery

- Parties must file a statement of net worth, detailing their annual incomes, monthly expenses, real property and investments. DRL §236 and NYCRR
- Equitable Distribution (not necessarily equal). Parties need to “discover” what the other party has in order to understand whether or not to waive maintenance and to determine if the

property is marital or separate and its value.

- Parties are required to file a Note of Issue/Certificate of Readiness, certifying case is ready for trial and that discovery is complete. CPLR applies to divorce cases. Don't forget it. *Fugazy v Fugazy* 210 AD3d 653 (2nd Dept., 2022) court found that since wife had filed a note of issue and did not seek to vacate it or make any other motion regarding discovery under CPLR §3126, she had waived her objections to the husbands failure to provide discovery.

Child Support

- Child Support Standards Act

1 child	17%
2 children	25%
3 children	29%
4 children	31%
5 children no less than	35%
- Child Support Standards Act calculates the child support obligation of the parents using the parents combined adjusted gross income.
- March 1, 2024, the income cap for child support was just raised from \$154, 000 to \$183,000 and the income cap for the maintenance payor was raised to \$228,000.
- If the parties have not provided their incomes by the first conference, and child support is needed, the court can ballpark the obligation, by calculating the adjusted gross income of each parent, which is basically, their annual income less 10% for taxes. If the parties haven't provided

an annual income, the court can calculate and impute income based upon the monthly expenses contained in the statement of net worth.

- Any stipulation of settlement must include the CSSA calculation and must include a statement that the final child support agreed to by the parties conforms with CSSA guidelines. If the parties have agreed to an obligation either above or below the income cap, the stipulation must provide a reason for the deviation. If decided at a trial the court must also detail the whether there is a deviation and give a reason for it. DRL §240(1-b)(h).
- Failure to include the CSSA calculation will not invalidate the entire agreement.
- The CSSA Calculator will also determine the parent's proportionate share and one can use that proportionate share to determine how much each party pays towards statutory add on expenses.
- Court may impute income, [Matter of Glaudin v Glaudin 213 AD3d 762 (2nd Dept 2023)]. Many factors to consider, including health, age, education, monthly expenses.
- Strong public policy against restitution or recoupment of child support over payments
- In order to establish entitlement to a modification of a party's child support obligation, the movant has the burden of establishing a substantial change in circumstances. Domestic Relations Law § 236 (B)(9)(b)(2)(i). In determining whether there has been a substantial change in circumstances

warranting modification of a parent's child support obligation, the court must consider several factors, including the increased/decreased needs of the children, the increased/decreased cost of living insofar as it results in greater/lessor expenses for the children, a loss of income or assets by a parent or a substantial improvement in the financial condition of a parent, and the current and prior lifestyles of the children. A substantial change in circumstances may be measured by comparing the parties' financial situation at the time of the application for modification with that existing at the time the order or judgment sought to be modified was issued, (*Bishop v Bishop* 170 AD3d 642 [2nd Dept., 2019] dealt with an upward modification).

- A party seeking a downward modification of an unallocated order of child support based upon the emancipation of one of the children has the burden of proving that the amount of unallocated child support is excessive based on the needs of the remaining children, (*Matter of Martinez v Carpanzano*, 212 AD3d 621 [2nd Dept., 2023]).

Custody

- Legal and residential. Joint and sole. If parties can communicate well joint custody is preferable.
- Sole custody simply means, that parent has decision making authority. With joint custody, parents consult with one another and decide together. Sometimes, one party takes final decision making in the medical sphere and the other parents takes final decision making in the educational sphere. Religion also comes into play in this area.

- Parent who has residential claims the children on their taxes.

Parental Access Schedule

- Should be tailored to the particular needs of the couple and the children.

Marital Residence

- **Exclusive Use and Occupancy of the Marital Residence.** Courts are statutorily empowered to award one spouse temporary exclusive use and occupancy of the marital residence during the pendency of divorce proceedings (see Domestic Relations Law § 234). Such an order is appropriate only upon a showing that the relief is necessary to protect the safety of persons or property, or one spouse has voluntarily established an alternative residence and a return would cause domestic strife (Taub v Taub, 33 AD3d 612, [2nd Dept., 2006]).

Spousal Support (Maintenance)

- DRL 236 enumerates factors for the court to consider in determining temporary spousal support, including but not limited to the age and health of the parties, the present or future earning capacity, the standard of living during the marriage, the care of dependents that inhibits a party's earning capacity, etc.
- **Double Shelter Credit:** In ordering that the defendant pay both child support and half of the carrying charges on the marital residence resulted in an improper double shelter

allowance, *Mosso v Mosso* 84 AD3d 757 (2nd Dept., 2011).

Counsel Fees DRL §237(a)

- When an action for a divorce is commenced, it is often the case that most of the marital assets available for the payment of legal fees are possessed or controlled by one of the spouses, usually the husband. In order to ensure that the parties will have equal access to skilled legal representation, the Domestic Relations Law authorizes awards of interim counsel fees to the non-monied spouse during the course of the litigation. Because of the importance of such awards to the fundamental fairness of the proceedings, an application for interim counsel fees by the non-monied spouse in a divorce action should not be denied--or deferred until after the trial, which functions as a denial--without good cause, articulated by the court in a written decision, *Prichep v Prichep* 52ADed 61 (2nd Dept., 2008).
- In determining whether to award attorney fees in a domestic relations action, a court should review the financial circumstances of both parties together with all the other circumstances of the case, which may include the relative merit of the parties' positions. The court may also consider whether either party has engaged in conduct or taken positions resulting in a delay of the proceedings or unnecessary litigation. *Id.*

Equitable Distribution of Separate Property

- A party acquired the marital residence prior to the parties' marriage, using the proceeds of a settlement from a personal injury action. The deed and mortgage were placed and kept solely in his name. Consequently, the marital residence is separate property. The appreciation of, or increase in the

value of, separate property is considered separate property, "except to the extent that such appreciation is due in part to the contributions or efforts of the other spouse" (Domestic Relations Law § 236 [B] [1] [d] [3]). A party must establish that the marital residence appreciated in value during the parties' marriage and, if so, that such appreciation was due in part to their efforts. The court found that in this case, the plaintiff is entitled to a credit for her equitable share of the marital funds that were used to pay off the mortgage, which was the defendant's separate debt, but was not entitled to a 50% share of the house and the lower court should not have ordered the sale of separate property, *Davidman v Davidman*, 97 AD3d 627 (2nd Dept., 2012).

Matrimonial Preliminary Conference Part Rules

Preliminary conferences shall be held in Room 5002. Only counsel fully familiar with the case and with full authority to Stipulate shall appear for the Preliminary Conference.

Prior to requesting a Preliminary Conference, proper service shall have been made on defendant, with defendant having appeared in the action. Proof that issue has been joined must accompany the request for a preliminary conference. **No such submissions should be submitted, via e-mail or otherwise, to the matrimonial preliminary conference part.**

CALENDAR

All conferences are calendared for 9:30 a.m., unless the matter is scheduled for a time certain.

APPEARANCES

Unless otherwise directed by the Matrimonial Preliminary Conference Part (MPCP) the appearances of Counsel, Plaintiff and Defendant are MANDATORY at all Preliminary Conference court appearances. Failure to appear will result in referral to the assigned Justice for default inquest.

PLEADINGS

Prior to the Preliminary Conference, all pleadings (Verified Complaint, Answer, Notice of Appearance, Affidavit of Service) must be properly filed with the Office of the County Clerk.

DOCUMENTS

Fully completed and acknowledged Net Worth Statements with required documents, including parties' recent pay stubs and W-2s, Attorney's Retainer Statements and Temporary Maintenance Guidelines Worksheets, are to be properly filed with the Office of the County Clerk ten (10) days prior to the Preliminary Conference date. Courtesy copies of all documents, including any pending motions or orders to show cause and prior and current Court orders from any and all courts, **are to be provided to the MPCP at the Preliminary Conference.** Failure to provide the requisite documents may result in a negative inference being asserted against the non-compliant party.

PRELIMINARY CONFERENCE ORDER

Prior to the call of any case, counsel and/or self represented parties **MUST** complete and signed the proposed Preliminary Conference Order and submit same to the MPCP.

ADJOURNMENTS

Adjournments will be considered upon request to the MPCP and may be granted on a limited basis.

Communication with the MPCP will be accepted through email only at

QSMATPC@nycourts.gov, provided that all parties are copied on the e-mail. When requesting an adjournment, the parties are to submit a Stipulation signed by all sides stating, with particularity, the reason for the adjournment, and providing three (3) jointly proposed dates for the adjournment of the matter. If the adjournment is based on an attorney's actual engagement on another matter, a properly completed Affidavit of Engagement must accompany the request. Same shall include the name of the attorney, which court the attorney is engaged in, the type of matter, the Judge before whom the appearance is being made, and the name and index number of the case. Failure to comply with these directives shall result in denial of the adjournment. In the event the request for adjournment is granted, only one adjournment will be allowed.

INTERPRETERS

Notification for Court Interpreter Services shall be made to the MPCP not less than five (5) business days prior to the first court appearance by email at QSMATPC@nycourts.gov. At the time of calendar call or check in, Counsel and/or Parties shall remind the MPCP that Court Interpreter Services are needed.

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

-----X

Plaintiff,

Index No.: _____

- against -

Part No.: _____

Defendant.

-----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. BACKGROUND INFORMATION:

1. Summons: Date filed: _____ Date served: _____

2. Date of Marriage: _____

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

Name: _____ DOB: _____

Name: _____ DOB: _____

Name: _____ DOB: _____

Name: _____ DOB: _____

4. Attorneys for Plaintiff: _____ Attorneys for Defendant: _____

 Phone: _____ Phone: _____
 Fax: _____ Fax: _____
 Email: _____ Email: _____

5. 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. _____

6. An Order of Protection has been issued against:
Plaintiff: ___ YES ___ NO **Defendant:** ___ YES ___ NO
 Issue Date: _____ Issue Date: _____
 Issuing Court: _____ Issuing Court: _____
 Currently in Effect? _____
 ___ YES ___ NO _____
 ___ YES ___ NO

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

8. (a) Please identify and state the nature of any Premarital, Marital, Separation or other Agreements and/or Orders which affect the rights of either of the parties in this action.

- (b) Plaintiff/Defendant shall challenge the Agreement dated _____ by _____. If no challenge is asserted by that date, it is waived unless good cause is shown.

B. GROUNDS FOR DIVORCE:

1. The Complaint (was) (or will be) served on: ____/____/____
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: _____

C. 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.

D. 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.

E. OTHER:

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

F. PENDENTE LITE RELIEF:

See annexed Order _____

See annexed Stipulation _____

G. DISCOVERY:

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 ____ 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:

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

- (e) Response to Interrogatories:

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

- (f) Interrogatories:

Interrogatories are limited to 25 including subparts unless the parties stipulate, or the court orders otherwise. In this proceeding The parties stipulate OR the court orders ____ Interrogatories including subparts.

(g) Depositions:

Plaintiff to be deposed on or before _____.

Defendant to be deposed on or before _____.

Nonparties who may be deposed are _____

Nonparty depositions shall be completed by _____.

All depositions shall be limited to 7 hours in length, except as follows: _____

(h) Electronically Stored Information

Parties and non-parties should adhere to the Guidelines on Electronically Stored Information contained in Appendix A to the Uniform Civil Rules for Supreme and County Courts in accordance with 22 NYSCR 202.20(j)..

(i) Privilege Logs:

The Court orders **OR** declines to order that the provisions of 22 N.Y.C.R.R. §202.20-a relating to privilege logs be applicable to this case.

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

H. 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.

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.

I. 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.

J. 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.

K. 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.

L. ALTERNATE DISPUTE RESOLUTION/PRESUMPTIVE MEDIATION:

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

M. 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 \$203,000 (eff. 3/1/22) 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 \$203,000 (eff. 3/1/22) 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.**

N. CONFERENCING AND PRE-TRIAL REQUIREMENTS

1. Both parties are represented by Counsel, and the parties affirm that their Counsel met prior to the submission of this Preliminary Conference Stipulation/Order in a good faith effort to reach agreement without Court intervention, and this Preliminary Conference Stipulation/Order reflects the agreements, if any, so reached. **OR** This provision is not applicable because one or both parties is unrepresented.

2. Both parties are represented by Counsel, and Counsel shall meet prior to the compliance conference scheduled below in a good faith effort to resolve any outstanding issues without Court intervention. **OR** This provision is not applicable because one or both parties is unrepresented; and the conference will occur with the Court.

3. Both parties are represented by Counsel, and each party intends to call an expert witness on any issues of finances described in Paragraph D of this Preliminary Conference Stipulation/Order, and Counsel shall meet to identify those aspects of their respective testimony not in dispute .**OR** This provision is not applicable because one or both parties is unrepresented.or because the expert testimony relates to matters of child custody or parental access, domestic violence, domestic abuse, or child neglect or abuse; and the conference will occur with the Court.

4. 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.

5. The Court has determined that :
 - (i) the requirements of NYCRR section 202.34 regarding pre-marking of exhibits shall not apply **OR** shall apply;
 - (ii) Exhibit Books shall not be required **OR** shall be required
 - (iii) Pre-Trial Memoranda shall not be required **OR** shall be required

6. 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)

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.**
- Where the parties wish to execute this document in counterparts, there is a Counterparts Addendum to this Preliminary Conference Order.**

COUNTERPARTS ADDENDUM IF SIGNED SEPARATELY

Plaintiff (Signature)

Plaintiff (Print Name)

Plaintiff's Attorney (Signature)

Plaintiff's Attorney (Print Name)

Dated: _____, 20__

COUNTERPARTS ADDENDUM IF SIGNED SEPARATELY

Defendant (Signature)

Defendant (Print Name)

Defendant's Attorney (Signature)

Defendant's Attorney (Print Name)

Dated: _____, 20____

COUNTERPARTS ADDENDUM IF SIGNED SEPARATELY

Dated: _____, 20__

SO ORDERED:

SUPREME COURT OF THE STATE OF NEW YORK
 COUNTY OF _____

-----X
 Plaintiff,

**STATEMENT
 OF NET WORTH
 DATED:**

- against -

Index No.

Defendant.
 -----X

Date Action Commenced:

Complete all items, marking "NONE", "INAPPLICABLE" and "UNKNOWN", if appropriate

STATE OF NEW YORK)
)ss.:
 COUNTY OF _____)

_____, the Plaintiff/Defendant herein, being duly sworn, deposes and says that, **subject to the penalties of perjury**, the following is an accurate statement as of _____, __, **20__**, of my net worth (assets of whatsoever kind and nature and wherever situated minus liabilities), **statement of income from all sources** and statement of assets transferred of whatsoever kind and nature and wherever situated and statement of expenses:

I. FAMILY DATA

(a)	Plaintiff's date of birth:	
(b)	Defendant's date of birth:	
(c)	Date married:	
(d)	Names and dates of birth of Child(ren) of the marriage:	
(e)	Minor child(ren) of prior marriage:	
(f)	Custody of child(ren) of prior marriage:	
(g)	Plaintiff's present address:	
	Defendant's present address:	
(h)	Occupation/Employer of Plaintiff:	
	Occupation/Employer of Defendant:	

II.

III. EXPENSES: (List your current expenses on a monthly basis. If there has been any change in these expenses during the recent past please indicate). Items included under “other” should be listed separately with separate dollar amounts.)

(a)		Housing: Monthly	
	1.	Mortgage/Co-op Loan	
	2.	Home Equity Line of Credit/Second Mortgage	
	3.	Real Estate Taxes (if not included in mortgage payment)	
	4.	Homeowners/Renter’s Insurance	
	5.	Homeowner’s Association/Maintenance charges/Condominium Charges	
	6.	Rent	
	7.	Other	
		TOTAL: HOUSING	
(b)		Utilities: Monthly	
	1.	Fuel Oil/Gas	
	2.	Electric	
	3.	Telephone (land line)	
	4.	Mobile Phone	
	5.	Cable/Satellite TV	
	6.	Internet	
	7.	Alarm	
	8.	Water	
	9.	Other	
		TOTAL: UTILITIES	

(c)		Food: Monthly	
	1.	Groceries	
	2.	Dining Out/Take Out	
	3.	Other	
		TOTAL: FOOD	
(d)		Clothing: Monthly	
	1.	Yourself	
	2.	Child(ren)	
	3.	Dry Cleaning	
	4.	Other	
		TOTAL: CLOTHING	
(e)		Insurance: Monthly	
	1.	Life	
	2.	Fire, theft and liability and personal articles policy	
	3.	Automotive	
	4.	Umbrella Policy	
	5.	Medical Plan	
		5A. Medical Plan for yourself (Including name of carrier and name of insured)	
		5B. Medical Plan for children (Including name of carrier and name of insured)	
	6.	Dental Plan	
	7.	Optical Plan	
	8.	Disability	

	9.	Worker's Compensation	
	10.	Long Term Care Insurance	
	11.	Other	
		TOTAL: INSURANCE	
(f)		Unreimbursed Medical: Monthly	
	1.	Medical	
	2.	Dental	
	3.	Optical	
	4.	Pharmaceutical	
	5.	Surgical, Nursing, Hospital	
	6.	Psychotherapy	
	7.	Other	
		TOTAL: UNREIMBURSED MEDICAL	
(g)		Household Maintenance: Monthly	
	1.	Repairs/Maintenance	
	2.	Gardening/landscaping	
	3.	Sanitation/carting	
	4.	Snow Removal	
	5.	Extermination	
	6.	Other	
		TOTAL: HOUSEHOLD MAINTENANCE	
(h)		Household Help: Monthly	
	1.	Domestic (housekeeper, etc.)	
	2.	Nanny/Au Pair/Child Care	
	3.	Babysitter	
	4.	Other	
		TOTAL: HOUSEHOLD HELP	

(i)		Automobile: Monthly (List data for each car separately)	
		Year:_____ Make:_____ Personal:_____	
		Business:_____	
	1.	Lease or Loan Payments (indicate lease term)	
	2.	Gas and Oil	
	3.	Repairs	
	4.	Car Wash	
	5.	Parking and tolls	
	6.	Other	
		TOTAL: AUTOMOTIVE	
(j)		Education Costs: Monthly	
	1.	Nursery and Pre-school	
	2.	Primary and Secondary	
	3.	College	
	4.	Post-Graduate	
	5.	Religious Instruction	
	6.	School Transportation	
	7.	School Supplies/Books	
	8.	School Lunches	
	9.	Tutoring	
	10.	School Events	
	11.	Child(ren)'s extra-curricular and educational enrichment activities (Dance, Music, Sports, etc.)	
	12.	Other	
		TOTAL: EDUCATION	
(k)		Recreational: Monthly	
	1.	Vacations	
	2.	Movies, Theatre, Ballet, Etc.	
	3.	Music (Digital or Physical Media)	

	4.	Recreation Clubs and Memberships	
	5.	Activities for yourself	
	6.	Health Club	
	7.	Summer Camp	
	8.	Birthday party costs for your child(ren)	
	9.	Other	
		TOTAL: RECREATIONAL	
(l)		Income Taxes: Monthly	
	1.	Federal	
	2.	State	
	3.	City	
	4.	Social Security and Medicare	
	5.	Number of dependents claimed in prior tax year	
	6.	List any refund received by you for prior tax year	
		TOTAL: INCOME TAXES	
(m)		Miscellaneous: Monthly	
	1.	Beauty parlor/Barber/Spa	
	2.	Toiletries/Non-Prescription Drugs	
	3.	Books, magazines, newspapers	
	4.	Gifts to others	
	5.	Charitable contributions	
	6.	Religious organizations dues	
	7.	Union and organization dues	
	8.	Commutation expenses	
	9.	Veterinarian/pet expenses	

	10.	Child support payments (for Child(ren) of a prior marriage or relationship pursuant to court order or agreement)	
	11.	Alimony and maintenance payments (prior marriage pursuant to court order or agreement)	
	12.	Loan payments	
	13.	Unreimbursed business expenses	
	14.	Safe Deposit Box rental fee	
		TOTAL: MISCELLANEOUS	
(n)		Other: Monthly	
	1.		
	2.		
	3.		
		TOTAL: OTHER	
		TOTAL: MONTHLY EXPENSES	

III.		<u>GROSS INCOME INFORMATION:</u>	
	(a)	Gross (total) income - as should have been or should be reported in the most recent Federal income tax return. (State whether your income has changed during the year preceding date of this affidavit. If so, please explain.) Attach most recent W-2, 1099s, K1s and income tax returns. List any amount deducted from gross income for retirement benefits or tax deferred savings.	
	(b)	To the extent not already included in gross income in (a) above:	
		1. Investment income, including interest and dividend income, reduced by sums expended in connection with such investment	
		2. Worker's compensation (indicate percentage of amount due to lost wages)	
		3. Disability benefits (indicate percentage of amount due to lost wages)	
		4. Unemployment insurance benefits	
		5. Social Security benefits	
		6. Supplemental Security Income	
		7. Public assistance	
		8. Food stamps	
		9. Veterans benefits	
		10. Pensions and retirement benefits	
		11. Fellowships and stipends	
		12. Annuity payments	
	(c)	If any child or other member of your household is employed, set forth name and that person's annual income:	
	(d)	List any maintenance and/or child support you are receiving pursuant to court order or agreement	
	(e)	Other:	

IV. ASSETS (If any asset is held jointly with spouse or another, so state, and set forth your respective shares. Attach additional sheets, if needed)

A.	1.	Cash Accounts:	
		Cash	
	1.1	a. Location	
		b. Source of Funds	
		c. Amount as of date of commencement	
		d. Current amount	
		TOTAL: CASH	
	2.	Checking Accounts:	
	2.1	a. Financial Institution	
		b. Account Number	
		c. Title holder	
		d. Date opened	
		e. Source of Funds	
		f. Balance as of date of commencement	
		g. Current balance	
	2.2	a. Financial Institution	
		b. Account Number	
		c. Title holder	
		d. Date opened	
		e. Source of Funds	
		f. Balance as of date of commencement	
		g. Current balance	
		TOTAL: Checking Accounts	

	3.	Savings Account (including individual, joint, totten trust, certificates of deposit, treasury notes)	
	3.1	a. Financial Institution	
		b. Account Number	
		c. Title holder	
		d. Type of account	
		e. Date opened	
		f. Source of Funds	
		g. Balance as of date of commencement	
		h. Current balance	
	3.2	a. Financial Institution	
		b. Account Number	
		c. Title holder	
		d. Type of account	
		e. Date opened	
		f. Source of Funds	
		g. Balance as of date of commencement	
		h. Current balance	
		TOTAL: Savings Accounts	
		TOTAL: Accounts	\$
B.	4.	Real Estate (Including real property, leaseholds, life estates, etc. at market value – do not deduct any mortgage)	
	4.1	a. Description	
		b. Title owner	
		c. Date of acquisition	
		d. Original price	

		e. Source of funds to acquire	
		f. Amount of mortgage or lien unpaid	
		g. Estimate current fair market value	
	4.2	a. Description	
		b. Title owner	
		c. Date of acquisition	
		d. Original price	
		e. Source of funds to acquire	
		f. Amount of mortgage or lien unpaid	
		g. Estimate current fair market value	
		TOTAL: Real Estate	
C.	5.	Retirement Accounts (e.g. IRAs, 401(k)s, 403(b)s, pension, profit sharing plans, deferred compensation plans, etc.)	
	5.1	a. Description	
		b. Location of assets	
		c. Title owner	
		d. Date of acquisition	
		e. Source of funds	
		f. Amount of unpaid liens	
		g. Value as of date of commencement	
		h. Current value	
	5.2	a. Description	
		b. Location of assets	
		c. Title owner	
		d. Date of acquisition	
		e. Source of funds	

		f. Amount of unpaid liens	
		g. Value as of date of commencement	
		h. Current value	
		TOTAL: Retirement Accounts	
D.	6.	Vehicles (Auto, Boat, Truck, Plane, Camper, Motorcycles, etc.)	
	6.1	a. Description	
		b. Title owner	
		c. Date of acquisition	
		d. Original price	
		e. Source of funds to acquire	
		f. Amount of lien unpaid	
		g. Current fair market value	
		h. Value as of date of commencement	
	6.2	a. Description	
		b. Title owner	
		c. Date of acquisition	
		d. Original price	
		e. Source of funds to acquire	
		f. Amount of lien unpaid	
		g. Current fair market value	
		h. Value as of date of commencement	
		TOTAL: Value of Vehicles	\$
E.	7.	Jewelry, art, antiques, household furnishings, precious objects, gold and precious metals (only if valued at more than \$500)	
	7.1	a. Description	
		b. Title owner	

		c. Location	
		d. Original price or value	
		e. Source of funds to acquire	
		f. Amount of lien unpaid	
		g. Value as of date of commencement	
		h. Estimate Current Value	
	7.2	a. Description	
		b. Title Owner	
		c. Location	
		d. Original price or value	
		e. Source of funds to acquire	
		f. Amount of lien unpaid	
		g. Value as of date of commencement	
		h. Estimate Current Value	
		TOTAL Value of Jewelry, Art, Antiques, etc.	\$
		IF YOU HAVE NO OTHER ASSETS OR BUSINESS INTERESTS, GO TO THE LIABILITIES SECTION ON PAGE 17	
F.	8.	Interest in any Business	
	8.1	a. Name and Address of Business	
		b. Type of Business (corporate, partnership, sole proprietorship or other)	
		c. Your percentage of interest	
		d. Date of acquisition	
		e. Original price or value	

		f. Source of funds to acquire	
		g. Net worth of business and date of such valuation	
		h. Other relevant information	
		TOTAL: Value of Business Interests	
G.	9.	Cash Surrender Value of Life Insurance	
	9.1	a. Insurer's name and address	
		b. Name of insured	
		c. Policy number	
		d. Face amount of policy	
		e. Policy owner	
		f. Date of acquisition	
		g. Source of funds	
		h. Cash surrender value as of date of commencement	
		i. Current cash surrender value	
	9.2	a. Insurer's name and address	
		b. Name of insured	
		c. Policy number	
		d. Face amount of policy	
		e. Policy owner	
		f. Date of acquisition	
		g. Source of funds	
		h. Cash surrender value as of date of commencement	
		i. Current cash surrender value	
		Total: Cash Surrender Value of Life Insurance	

H.	10.	Investment Accounts/Securities/Stock Options/Commodities/Broker Margin Accounts	
	10.1	a. Description	
		b. Title holder	
		c. Location	
		d. Date of acquisition	
		e. Source of funds	
		f. Value as of date of commencement	
		g. Current value	
	10.2	a. Description	
		b. Title holder	
		c. Location	
		d. Date of acquisition	
		e. Source of funds	
		f. Value as of date of commencement	
		g. Current Value	
		TOTAL: Investment Accounts/Securities/Stock Options/Commodities/Broker Margin Accounts	
		TOTAL: Value of Securities	\$
I.	11.	Loans to Others and Accounts Receivable	
	11.1	a. Debtor's Name and Address	
		b. Original amount of loan or debt	
		c. Source of funds from which loan made or origin of debt	
		d. Date payment(s) due	
		e. Amount due as of date of commencement	
		f. Current amount due	
		TOTAL: Loans to Others and Accounts Receivable	

J.	12.	Contingent Interests (stock options, interests subject to life estates, prospective inheritances)	
	12.1	a. Description	
		b. Location	
		c. Date of vesting	
		d. Title owner	
		e. Date of acquisition	
		f. Original price or value	
		g. Source of acquisition to acquire	
		h. Method of valuation	
		i. Value as of date of commencement	
		j. Current value	\$
		TOTAL: Contingent Interests	\$
K.	13.	Other Assets (e.g., tax shelter investments, collections, judgments, causes of action, patents, trademarks, copyrights, and any other asset not hereinabove itemized)	
	13.1	a. Description	
		b. Title owner	
		c. Location	
		d. Original Price or value	
		e. Source of funds to acquire	
		f. Amount of lien unpaid	
		g. Value as of date of commencement	
		h. Current value	
		TOTAL: Other Assets	\$
		TOTAL ASSETS:	\$

V.		<u>LIABILITIES</u>	
A.	1.	Accounts Payable	
		1.1 a. Name and address of creditor	
		b. Debtor	
		c. Amount of original debt	
		d. Date of incurring debt	
		e. Purpose	
		f. Monthly or other periodic payment	
		g. Amount of debt as of date of commencement	
		h. Amount of current debt	
		1.2 a. Name and address of creditor	
		b. Debtor	
		c. Amount of original debt	
		d. Date of incurring debt	
		e. Purpose	
		f. Monthly or other periodic payment	
		g. Amount of debt as of date of commencement	
		h. Amount of current debt	
		TOTAL: Accounts Payable	\$
B.		Credit Card Debt	
	2.	2.1 a. Debtor	
		b. Amount of original debt	
		c. Date of incurring debt	
		d. Purpose	
		e. Monthly or other periodic payment	
		f. Amount of debt as of date of commencement	
		g. Amount of current debt	
		2.2 a. Debtor	

		b. Amount of original debt	
		c. Date of incurring debt	
		d. Purpose	
		e. Monthly or other periodic payment	
		f. Amount of debt as of date of commencement	\$
		g. Amount of current debt	\$
		TOTAL: Credit Card Debt	\$
C.	3.	Mortgages Payable on Real Estate	
		3.1 a. Name and address of mortgagee	
		b. Address of property mortgaged	
		c. Mortgagor(s)	
		d. Original debt	
		e. Date of incurring debt	
		f. Monthly or other periodic payment	
		g. Maturity date	
		h. Amount of debt as of date of commencement	
		i. Amount of current debt	
		3.2 a. Name and address of mortgagee	
		b. Address of property mortgaged	
		c. Mortgagor(s)	
		d. Original debt	
		e. Date of incurring debt	
		f. Monthly or other periodic payment	
		g. Maturity date	

		h. Amount of debt as of date of commencement	
		i. Amount of current debt	
		TOTAL: Mortgages Payable	
D.	4.	Home Equity and Other Lines of Credit	
	4.1	a. Name and address of mortgagee	
		b. Address of property mortgaged	
		c. Mortgagor(s)	
		d. Original debt	
		e. Date of incurring debt	
		f. Monthly or other periodic payment	
		g. Maturity date	
		h. Amount of debt at date of commencement	
		i. Amount of current debt	
		TOTAL: Home Equity and Other Lines of Credit	\$
E.	5.	Notes Payable	
	5.1	a. Name and address of noteholder	
		b. Debtor	
		c. Amount of original debt	
		d. Date of incurring debt	
		e. Purpose	
		f. Monthly or other periodic payment	
		g. Amount of debt as of date of commencement	
		h. Amount of current debt	
		TOTAL: Notes Payable	\$
F.	6.	Brokers Margin Accounts	
	6.1	a. Name and address of broker	
		b. Amount of original debt	
		c. Date of incurring debt	

		d. Purpose	
		e. Monthly or other periodic payment	
		f. Amount of debt as of date of commencement	
		g. Amount of current debt	
		TOTAL: Broker's Margin Accounts	
G.	7.	Taxes Payable	
	7.1	a. Description of Tax	
		b. Amount of Tax	
		c. Date Due	
		TOTAL: Taxes Payable	\$
H.	8.	Loans on Life Insurance Policies	
	8.1	a. Name and address of insurer	
		b. Amount of loan	
		c. Date incurred	
		d. Purpose	
		e. Name of Borrower	
		f. Monthly or other periodic payment	
		g. Amount of debt as of date of commencement	
		h. Amount of current debt	
		TOTAL: Loans on Life Insurance	
I.	9.	Installment accounts payable (security agreements, chattel mortgages)	
	9.1	a. Name and address of creditor	
		b. Debtor	
		c. Amount of original debt	
		d. Date of incurring debt	
		e. Purpose	

		f. Monthly or other periodic payment	
		g. Amount of debt as of date of commencement	
		h. Amount of current debt	
		TOTAL: Installment Accounts	\$
J.	10.	Other Liabilities	
		10.1 a. Description	
		b. Name and address of creditor	
		c. Debtor	
		d. Original amount of debt	
		e. Date incurred	
		f. Purpose	
		g. Monthly or other periodic payment	
		h. Amount of debt as of date of commencement	
		i. Amount of current debt	
		10.2 a. Description	
		b. Name and address of creditor	
		c. Debtor	
		d. Original amount of debt	
		e. Date incurred	
		f. Purpose	
		g. Monthly or other periodic payment	
		h. Amount of debt as of date of commencement	
		i. Amount of current debt	
		TOTAL: Other Liabilities	\$
		TOTAL LIABILITIES	\$

VI. ASSETS TRANSFERRED

List all assets transferred in any manner during the preceding three years, or length of the marriage, whichever is shorter. Note: Transfers in the routine course of business which resulted in an exchange of assets of substantially equivalent value need not be specifically disclosed where such assets are otherwise identified in the Statement of Net Worth.

Description of Property	To Whom Transferred and Relationship to Transferee	Date of Transfer	Value

VII. LEGAL & EXPERT FEES

Please state the amount you have paid to all lawyers and experts retained in connection with your marital dissolution, including name of professional, amounts and dates paid, and source of funds. Attach retainer agreement for your present attorney.

VIII. OTHER DATA CONCERNING THE FINANCIAL CIRCUMSTANCES OF THE PARTIES THAT SHOULD BE BROUGHT TO THE ATTENTION OF THE COURT ARE:

The foregoing statements and a rider consisting of _____ page(s) annexed hereto and made a part hereof, have been carefully read by the undersigned who states that they are true and correct and states same, under oath, subject to the penalties of perjury.

*Sworn to before me this
day of _____, 20__

Notary Public

This is the _____ Statement of Net Worth
I have filed in this proceeding.

Attorney Certification:

* Despite amendment of CPLR 2106 to permit civil litigants to file affirmations instead of affidavits, this form should still be signed before a notary public to comply with DRL 236(B)(4) (Sworn Statement of Net Worth), which statute remains in effect.

REQUIRED ATTACHMENTS:

- Retainer Agreement**
- Most recent W-2, 1099s, K1s and Income Tax Returns**

(Domestic Relations Law 236B: Equitable Distribution, Maintenance, Child Support)

DRL 236 B

Special controlling provisions; prior actions or proceedings; new actions or proceedings

DRL 236B

Special controlling provisions; prior actions or proceedings; new actions or proceedings

Except as otherwise expressly provided in this section, the provisions of part A shall be controlling with respect to any action or proceeding commenced prior to the date on which the provisions of this section as amended become effective and the provisions of part B shall be controlling with respect to any action or proceeding commenced on or after such effective date. Any reference to this section or the provisions hereof in any action, proceeding, judgment, order, rule or agreement shall be deemed and construed to refer to either the provisions of part A or part B respectively and exclusively, determined as provided in this paragraph any inconsistent provision of law notwithstanding.

Domestic Relations Law Section 236 PART A

(DRL 236 A applies to actions commenced before July 19, 1980)

Domestic Relations Law Section 236 PART B

(DRL 236 B applies to actions commenced after July 19, 1980)

PART B

NEW ACTIONS OR PROCEEDINGS

Maintenance and distributive award

1. Definitions.

Whenever used in this part, the following terms shall have the respective meanings hereinafter set forth or indicated:

a. The term "maintenance" shall mean payments provided for in a valid agreement between the parties or awarded by the court in accordance with the provisions of subdivisions five-a and six of this part, to be paid at fixed intervals for a definite or indefinite period of time, but an award of maintenance shall terminate upon the death of either party or upon the payee's valid or invalid marriage, or upon modification pursuant to paragraph b of subdivision nine of this part or section two hundred forty-eight of this chapter.

b. The term "distributive award" shall mean payments provided for in a valid agreement between the parties or awarded by the court, in lieu of or to supplement, facilitate or effectuate the division or distribution of property where authorized in a matrimonial action, and payable either in a lump sum or over a period of time in fixed amounts. Distributive awards shall not include payments which are treated as ordinary income to the recipient under the provisions of the United States Internal Revenue Code.

c. The term "marital property" shall mean all property acquired by either or both spouses during the marriage and before the execution of a separation agreement or the commencement of a matrimonial action, regardless of the form in which title is held, except as otherwise provided in agreement pursuant to subdivision three of this part. Marital property shall not include separate property as hereinafter defined.

d. The term separate property shall mean:

(1) property acquired before marriage or property acquired by bequest, devise, or descent, or gift from a party other than the spouse;

(2) compensation for personal injuries;

(3) property acquired in exchange for or the increase in value of separate property, except to the extent that such appreciation is due in part to the contributions or efforts of the other spouse;

(4) property described as separate property by written agreement of the parties pursuant to subdivision three of this part.

e. The term "custodial parent" shall mean a parent to whom custody of a child or children is granted by a valid agreement between the parties or by an order or decree of a court.

f. The term "child support" shall mean a sum paid pursuant to court order or decree by either or both parents or pursuant to a valid agreement between the parties for care, maintenance and education of any unemancipated child under the age of twenty-one years.

2. Matrimonial actions.

a. Except as provided in subdivision five of this part, the provisions of this part shall be applicable to actions for an annulment or dissolution of a marriage, for a divorce, for a separation, for a declaration of the nullity of a void marriage, for a declaration of the validity or nullity of a foreign judgment of divorce, for a declaration of the validity or nullity of a marriage, and to proceedings to obtain maintenance or a distribution of marital property following a foreign judgment of divorce, commenced on and after the effective date of this part. Any application which seeks a modification of a judgment, order or decree made in an action commenced prior to the effective date of this part shall be heard and determined in accordance with the provisions of part A of this section.

b. With respect to matrimonial actions which commence on or after the effective date of this paragraph, the plaintiff shall cause to be served upon the defendant, simultaneous with the service of the summons, a copy of the automatic orders set forth in this paragraph. The automatic orders shall be binding upon the plaintiff in a matrimonial action immediately upon the filing of the summons, or summons and complaint, and upon the defendant

immediately upon the service of the automatic orders with the summons. The automatic orders shall remain in full force and effect during the pendency of the action, unless terminated, modified or amended by further order of the court upon motion of either of the parties or upon written agreement between the parties duly executed and acknowledged. The automatic orders are as follows:

(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; except that any party who is already in pay status may continue to receive such payments thereunder.

(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.

3. Agreement of the parties.

An agreement by the parties, made before or during the marriage, shall be valid and enforceable in a matrimonial action if such agreement is in writing, subscribed by the parties, and acknowledged or proven in the manner required to entitle a deed to be recorded. Notwithstanding any other provision of law, an acknowledgment of an agreement made before marriage may be executed before any person authorized to solemnize a marriage pursuant to subdivisions one, two and three of section eleven of this chapter. Such an agreement may include (1) a contract to make a testamentary provision of any kind, or a waiver of any right to elect against the provisions of a will; (2) provision for the ownership, division or distribution of separate and marital property; (3) provision for the amount and duration of maintenance or other terms and conditions of the marriage relationship, subject to the provisions of section 5-311 of the general obligations law, and provided that such terms were fair and reasonable at the time of the making of the agreement and are not unconscionable at the time of entry of final judgment; and (4) provision for the custody, care, education and maintenance of any child of the parties, subject to the provisions of section two hundred forty of this article. Nothing in this subdivision shall be deemed to affect the validity of any agreement made prior to the effective date of this subdivision.

4. Compulsory financial disclosure.

a. In all matrimonial actions and proceedings in which alimony, maintenance or support is in issue, there shall be compulsory disclosure by both parties of their respective financial states. No showing of special circumstances shall be required before such disclosure is ordered. A sworn statement of net worth shall be provided upon receipt of a notice in writing demanding the same, within twenty days after the receipt thereof. In the event said statement is not demanded, it shall be filed with the clerk of the court by each party, within ten days after joinder of issue, in the court in which the proceeding is pending. As

used in this part, the term "net worth" shall mean the amount by which total assets including income exceed total liabilities including fixed financial obligations. It shall include all income and assets of whatsoever kind and nature and wherever situated and shall include a list of all assets transferred in any manner during the preceding three years, or the length of the marriage, whichever is shorter; provided, however that transfers in the routine course of business which resulted in an exchange of assets of substantially equivalent value need not be specifically disclosed where such assets are otherwise identified in the statement of net worth. All such sworn statements of net worth shall be accompanied by a current and representative paycheck stub and the most recently filed state and federal income tax returns including a copy of the W-2(s) wage and tax statement(s) submitted with the returns. In addition, both parties shall provide information relating to any and all group health plans available to them for the provision of care or other medical benefits by insurance or otherwise for the benefit of the child or children for whom support is sought, including all such information as may be required to be included in a qualified medical child support order as defined in section six hundred nine of the employee retirement income security act of 1974 (29 USC 1169) including, but not limited to:

- (i) the name and last known mailing address of each party and of each dependent to be covered by the order;
- (ii) the identification and a description of each group health plan available for the benefit or coverage of the disclosing party and the child or children for whom support is sought;
- (iii) a detailed description of the type of coverage available from each group health plan for the potential benefit of each such dependent;
- (iv) the identification of the plan administrator for each such group health plan and the address of such administrator;
- (v) the identification numbers for each such group health plan; and

(vi) such other information as may be required by the court. Noncompliance shall be punishable by any or all of the penalties prescribed in section thirty-one hundred twenty-six of the civil practice law and rules, in examination before or during trial.

b. As soon as practicable after a matrimonial action has been commenced, the court shall set the date or dates the parties shall use for the valuation of each asset. The valuation date or dates may be anytime from the date of commencement of the action to the date of trial.

5. Disposition of property in certain matrimonial actions.

a. Except where the parties have provided in an agreement for the disposition of their property pursuant to subdivision three of this part, the court, in an action wherein all or part of the relief granted is divorce, or the dissolution, annulment or declaration of the nullity of a marriage, and in proceedings to obtain a distribution of marital property following a foreign judgment of divorce, shall determine the respective rights of the parties in their separate or marital property, and shall provide for the disposition thereof in the final judgment.

b. Separate property shall remain such.

c. Marital property shall be distributed equitably between the parties, considering the circumstances of the case and of the respective parties.

d. In determining an equitable disposition of property under paragraphc, the court shall consider:

(1) the income and property of each party at the time of marriage, and at the time of the commencement of the action;

(2) the duration of the marriage and the age and health of both parties;

(3) the need of a custodial parent to occupy or own the marital residence and to use or own its household effects;

(4) the loss of inheritance and pension rights upon dissolution of the marriage as of the date of dissolution;

(5) the loss of health insurance benefits upon dissolution of the marriage;

(6) any award of maintenance under subdivision six of this part;

(7) any equitable claim to, interest in, or direct or indirect contribution made to the acquisition of such marital property by the party not having title, including joint efforts or expenditures and contributions and services as a spouse, parent, wage earner and homemaker, and to the career or career potential of the other party. The court shall not consider as marital property subject to distribution the value of a spouse's enhanced earning capacity arising from a license, degree, celebrity goodwill, or career enhancement. However, in arriving at an equitable division of marital property, the court shall consider the direct or indirect contributions to the development during the marriage of the enhanced earning capacity of the other spouse;

(8) the liquid or non-liquid character of all marital property;

(9) the probable future financial circumstances of each party;

(10) the impossibility or difficulty of evaluating any component asset or any interest in a business, corporation or profession, and the economic desirability of retaining such asset or interest intact and free from any claim or interference by the other party;

(11) the tax consequences to each party;

(12) the wasteful dissipation of assets by either spouse;

(13) any transfer or encumbrance made in contemplation of a matrimonial action without fair consideration;

(14) any other factor which the court shall expressly find to be just and proper.

e. In any action in which the court shall determine that an equitable distribution is appropriate but would be impractical or burdensome or where the distribution of an interest in a business, corporation or profession would be contrary to law, the court in lieu of such equitable distribution shall make a distributive award in order to achieve equity between the parties. The court in its discretion, also may make a distributive award to supplement, facilitate or effectuate a distribution of marital property.

f. In addition to the disposition of property as set forth above, the court may make such order regarding the use and occupancy of the marital home and its household effects as provided in section two hundred thirty-four of this chapter, without regard to the form of ownership of such property.

g. In any decision made pursuant to this subdivision, the court shall set forth the factors it considered and the reasons for its decision and such may not be waived by either party or counsel.

h. In any decision made pursuant to this subdivision the court shall, where appropriate, consider the effect of a barrier to remarriage, as defined in subdivision six of section two hundred fifty-three of this article, on the factors enumerated in paragraph d of this subdivision.

5-a. Temporary maintenance awards.

a. Except where the parties have entered into an agreement providing for maintenance pursuant to subdivision three of this part, in any matrimonial action the court, upon application by a party, shall make its award for temporary maintenance pursuant to the provisions of this subdivision.

b. For purposes of this subdivision, the following definitions shall be used:

(1) "Payor" shall mean the spouse with the higher income.

(2) "Payee" shall mean the spouse with the lower income.

(3) "Length of marriage" shall mean the period from the date of marriage until the date of commencement of action.

(4) "Income" shall mean income as defined in the child support standards act and codified in section two hundred forty of this article and section four hundred thirteen of the family court act without subtracting alimony or maintenance actually paid or to be paid to a spouse that is a party to the instant action pursuant to subclause (C) of clause (vii) of subparagraph five of paragraph (b) of subdivision one-b of section two hundred forty of this article and subclause (C) of clause (vii) of subparagraph five of paragraph (b) of subdivision one of section four hundred thirteen of the family court act and without subtracting spousal support paid pursuant to section four hundred twelve of such act.

(5) "Income cap" shall mean up to and including one hundred seventy-five thousand dollars of the payor's annual income; provided, however, beginning January thirty-first, two thousand sixteen and every two years thereafter, the income cap amount shall increase by the sum of the average annual percentage changes in the consumer price index for all urban consumers (CPI-U) as published by the United States department of labor bureau of labor statistics for the prior two years multiplied by the then income cap and then rounded to the nearest one thousand dollars. The office of court administration shall determine and publish the income cap.

(6) "Guideline amount of temporary maintenance" shall mean the dollar amount derived by the application of paragraph c or d of this subdivision.

(7) "Self-support reserve" shall mean the self-support reserve as defined in the child support standards act and codified in section two hundred forty of this article and section four hundred thirteen of the family court act.

(8) "Agreement" shall have the same meaning as provided in subdivision three of this part.

c. Where the payor's income is lower than or equal to the income cap, the court shall determine the guideline amount of temporary maintenance as follows:

(1) Where child support will be paid for children of the marriage and where the payor as defined in this subdivision is also the non-custodial parent pursuant to the child support standards act:

(a) the court shall subtract twenty-five percent of the payee's income from twenty percent of the payor's income.

(b) the court shall then multiply the sum of the payor's income and the payee's income by forty percent.

(c) the court shall subtract the payee's income from the amount derived from clause (b) of this subparagraph.

(d) the court shall determine the lower of the two amounts derived by clauses (a) and (c) of this subparagraph.

(e) the guideline amount of temporary maintenance shall be the amount determined by clause (d) of this subparagraph except that, if the amount determined by clause (d) of this subparagraph is less than or equal to zero, the guideline amount of temporary maintenance shall be zero dollars.

(f) temporary maintenance shall be calculated prior to child support because the amount of temporary maintenance shall be subtracted from the payor's income and added to the payee's income as part of the calculation of the child support obligation.

(2) Where child support will not be paid for children of the marriage, or where child support will be paid for children of the marriage but the payor as defined in this subdivision is the custodial parent pursuant to the child support standards act:

(a) the court shall subtract twenty percent of the payee's income from thirty percent of the payor's income.

(b) the court shall then multiply the sum of the payor's income and the payee's income by forty percent.

(c) the court shall subtract the payee's income from the amount derived from clause (b) of this subparagraph.

(d) the court shall determine the lower of the two amounts derived by clauses (a) and (c) of this subparagraph.

(e) the guideline amount of temporary maintenance shall be the amount determined by clause (d) of this subparagraph except that, if the amount determined by clause (d) of this subparagraph is less than or equal to zero, the guideline amount of temporary maintenance shall be zero dollars.

(f) if child support will be paid for children of the marriage but the payor as defined in this subdivision is the custodial parent pursuant to the child support standards act, temporary maintenance shall be calculated prior to child support because the amount of temporary maintenance shall be subtracted from the payor's income pursuant to this subdivision and added to the payee's income pursuant to this subdivision as part of the calculation of the child support obligation.

d. Where the payor's income exceeds the income cap, the court shall determine the guideline amount of temporary maintenance as follows:

(1) the court shall perform the calculations set forth in paragraph c of this subdivision for the income of the payor up to and including the income cap; and

(2) for income exceeding the cap, the amount of additional maintenance awarded, if any, shall be within the discretion of the court which shall take into consideration any one or more of the factors set forth in subparagraph one of paragraph h of this subdivision; and

(3) the court shall set forth the factors it considered and the reasons for its decision in writing or on the record. Such decision, whether in writing or on the record, may not be waived by either party or counsel.

e. Notwithstanding the provisions of this subdivision, where the guideline amount of temporary maintenance would reduce the payor's income below the self-support reserve for a single person, the guideline amount of temporary maintenance shall be the difference between the payor's income and the self-support reserve. If the payor's income is below the self-support reserve, there shall be a rebuttable presumption that no temporary maintenance is awarded.

f. The court shall determine the duration of temporary maintenance by considering the length of the marriage.

g. Temporary maintenance shall terminate no later than the issuance of the judgment of divorce or the death of either party, whichever occurs first.

h. (No subheading provided)

(1) The court shall order the guideline amount of temporary maintenance up to the income cap in accordance with paragraph c of this subdivision, unless the court finds that the guideline amount of temporary maintenance is unjust or inappropriate, which finding shall be based upon consideration of any one or more of the following factors, and adjusts the guideline amount of temporary maintenance accordingly based upon such consideration:

(a) the age and health of the parties;

(b) the present or future earning capacity of the parties, including a history of limited participation in the workforce;

(c) the need of one party to incur education or training expenses;

(d) the termination of a child support award during the pendency of the temporary maintenance award when the calculation of temporary

maintenance was based upon child support being awarded and which resulted in a maintenance award lower than it would have been had child support not been awarded;

(e) the wasteful dissipation of marital property, including transfers or encumbrances made in contemplation of a matrimonial action without fair consideration;

(f) the existence and duration of a pre-marital joint household or a pre-divorce separate household;

(g) acts by one party against another that have inhibited or continue to inhibit a party's earning capacity or ability to obtain meaningful employment. Such acts include but are not limited to acts of domestic violence as provided in section four hundred fifty-nine-a of the social services law;

(h) the availability and cost of medical insurance for the parties;

(i) the care of children or stepchildren, disabled adult children or stepchildren, elderly parents or in-laws provided during the marriage that inhibits a party's earning capacity;

(j) the tax consequences to each party;

(k) the standard of living of the parties established during the marriage;

(l) the reduced or lost earning capacity of the payee as a result of having forgone or delayed education, training, employment or career opportunities during the marriage; and

(m) any other factor which the court shall expressly find to be just and proper.

(2) Where the court finds that the guideline amount of temporary maintenance is unjust or inappropriate and the court adjusts the guideline amount of temporary maintenance pursuant to this paragraph, the court shall set forth, in a written decision or on the record, the guideline amount of

temporary maintenance, the factors it considered, and the reasons that the court adjusted the guideline amount of temporary maintenance. Such decision, whether in writing or on the record, shall not be waived by either party or counsel.

(3) Where either or both parties are unrepresented, the court shall not enter a temporary maintenance order unless the court informs the unrepresented party or parties of the guideline amount of temporary maintenance.

i. Nothing contained in this subdivision shall be construed to alter the rights of the parties to voluntarily enter into agreements or stipulations as defined in subdivision three of this part which deviate from the presumptive award of temporary maintenance.

j. When a payor has defaulted and/or the court is otherwise presented with insufficient evidence to determine income, the court shall order the temporary maintenance award based upon the needs of the payee or the standard of living of the parties prior to commencement of the divorce action, whichever is greater. Such order may be retroactively modified upward without a showing of change in circumstances upon a showing of newly discovered evidence.

k. In any action or proceeding for modification of an order of maintenance or alimony existing prior to the effective date of this subdivision, brought pursuant to this article, the temporary maintenance guidelines set forth in this subdivision shall not constitute a change of circumstances warranting modification of such support order.

l. In any action or proceeding for modification where the parties have entered into an agreement providing for maintenance pursuant to subdivision three of this part entered into prior to the effective date of this subdivision, brought pursuant to this article, the temporary maintenance guidelines set forth in this subdivision shall not constitute a change of circumstances warranting modification of such support order.

m. In determining temporary maintenance, the court shall consider and allocate, where appropriate, the responsibilities of the respective spouses for the family's expenses during the pendency of the proceeding.

n. The temporary maintenance order shall not prejudice the rights of either party regarding a post-divorce maintenance award.

6. Post-divorce maintenance awards.

a. Except where the parties have entered into an agreement pursuant to subdivision three of this part providing for maintenance, in any matrimonial action, the court, upon application by a party, shall make its award for post-divorce maintenance pursuant to the provisions of this subdivision.

b. For purposes of this subdivision, the following definitions shall be used:

(1) "Payor" shall mean the spouse with the higher income.

(2) "Payee" shall mean the spouse with the lower income.

(3) "Income" shall mean:

(a) income as defined in the child support standards act and codified in section two hundred forty of this article and section four hundred thirteen of the family court act, without subtracting alimony or maintenance actually paid or to be paid to a spouse that is a party to the instant action pursuant to subclause (C) of clause (vii) of subparagraph five of paragraph (b) of subdivision one-b of section two hundred forty of this article and subclause (C) of clause (vii) of subparagraph five of paragraph (b) of subdivision one of section four hundred thirteen of the family court act and without subtracting spousal support paid pursuant to section four hundred twelve of such act; and

(b) income from income-producing property distributed or to be distributed pursuant to subdivision five of this part.

(4) "Income cap" shall mean up to and including one hundred seventy-five thousand dollars of the payor's annual income; provided, however, beginning January thirty-first, two thousand sixteen and every two years thereafter, the

income cap amount shall increase by the sum of the average annual percentage changes in the consumer price index for all urban consumers (CPI-U) as published by the United States department of labor bureau of labor statistics for the prior two years multiplied by the then income cap and then rounded to the nearest one thousand dollars. The office of court administration shall determine and publish the income cap.

(5) "Guideline amount of post-divorce maintenance" shall mean the dollar amount derived by the application of paragraph c or d of this subdivision.

(6) "Guideline duration of post-divorce maintenance" shall mean the durational period determined by the application of paragraph f of this subdivision.

(7) "Post-divorce maintenance guideline obligation" shall mean the guideline amount of post-divorce maintenance and the guideline duration of post-divorce maintenance.

(8) "Length of marriage" shall mean the period from the date of marriage until the date of commencement of the action.

(9) "Self-support reserve" shall mean the self-support reserve as defined in the child support standards act and codified in section two hundred forty of this article and section four hundred thirteen of the family court act.

(10) "Agreement" shall have the same meaning as provided in subdivision three of this part.

c. Where the payor's income is lower than or equal to the income cap, the court shall determine the guideline amount of post-divorce maintenance as follows:

(1) Where child support will be paid for children of the marriage and where the payor as defined in this subdivision is also the non-custodial parent pursuant to the child support standards act:

(a) the court shall subtract twenty-five percent of the payee's income from twenty percent of the payor's income.

(b) the court shall then multiply the sum of the payor's income and the payee's income by forty percent.

(c) the court shall subtract the payee's income from the amount derived from clause (b) of this subparagraph.

(d) the court shall determine the lower of the two amounts derived by clauses (a) and (c) of this subparagraph.

(e) the guideline amount of post-divorce maintenance shall be the amount determined by clause (d) of this subparagraph except that, if the amount determined by clause (d) of this subparagraph is less than or equal to zero, the guideline amount of post-divorce maintenance shall be zero dollars.

(f) notwithstanding the provisions of this subdivision, where the guideline amount of post-divorce maintenance would reduce the payor's income below the self-support reserve for a single person, the guideline amount of post-divorce maintenance shall be the difference between the payor's income and the self-support reserve. If the payor's income is below the self-support reserve, there shall be a rebuttable presumption that no post-divorce maintenance is awarded.

(g) maintenance shall be calculated prior to child support because the amount of maintenance shall be subtracted from the payor's income and added to the payee's income as part of the calculation of the child support obligation.

(2) Where child support will not be paid for children of the marriage, or where child support will be paid for children of the marriage but the payor as defined in this subdivision is the custodial parent pursuant to the child support standards act:

(a) the court shall subtract twenty percent of the payee's income from thirty percent of the payor's income.

(b) the court shall then multiply the sum of the payor's income and the payee's income by forty percent.

(c) the court shall subtract the payee's income from the amount derived from clause (b) of this subparagraph.

(d) the court shall determine the lower of the two amounts derived by clauses (a) and (c) of this subparagraph.

(e) the guideline amount of post-divorce maintenance shall be the amount determined by clause (d) of this subparagraph except that, if the amount determined by clause (d) of this subparagraph is less than or equal to zero, the guideline amount of post-divorce maintenance shall be zero dollars.

(f) if child support will be paid for children of the marriage but the payor as defined in this subdivision is the custodial parent pursuant to the child support standards act, post-divorce maintenance shall be calculated prior to child support because the amount of post-divorce maintenance shall be subtracted from the payor's income pursuant to this subdivision and added to the payee's income pursuant to this subdivision as part of the calculation of the child support obligation.

(g) notwithstanding the provisions of this subdivision, where the guideline amount of post-divorce maintenance would reduce the payor's income below the self-support reserve for a single person, the guideline amount of post-divorce maintenance shall be the difference between the payor's income and the self-support reserve. If the payor's income is below the self-support reserve, there shall be a rebuttable presumption that no post-divorce maintenance is awarded.

d. Where the payor's income exceeds the income cap, the court shall determine the guideline amount of post-divorce maintenance as follows:

(1) the court shall perform the calculations set forth in paragraph c of this subdivision for the income of payor up to and including the income cap; and

(2) for income exceeding the cap, the amount of additional maintenance awarded, if any, shall be within the discretion of the court which shall take into consideration any one or more of the factors set forth in subparagraph one of paragraph e of this subdivision; and (3) the court shall set forth the factors it considered and the reasons for its decision in writing or on the record. Such decision, whether in writing or on the record, may not be waived by either party or counsel.

e. (No subheading)

(1) The court shall order the post-divorce maintenance guideline obligation up to the income cap in accordance with paragraph c of this subdivision, unless the court finds that the post-divorce maintenance guideline obligation is unjust or inappropriate, which finding shall be based upon consideration of any one or more of the following factors, and adjusts the post-divorce maintenance guideline obligation accordingly based upon such consideration:

(a) the age and health of the parties;

(b) the present or future earning capacity of the parties, including a history of limited participation in the workforce;

(c) the need of one party to incur education or training expenses;

(d) the termination of a child support award before the termination of the maintenance award when the calculation of maintenance was based upon child support being awarded which resulted in a maintenance award lower than it would have been had child support not been awarded;

(e) the wasteful dissipation of marital property, including transfers or encumbrances made in contemplation of a matrimonial action without fair consideration;

(f) the existence and duration of a pre-marital joint household or a pre-divorce separate household;

(g) acts by one party against another that have inhibited or continue to inhibit a party's earning capacity or ability to obtain meaningful employment. Such acts include but are not limited to acts of domestic violence as provided in section four hundred fifty-nine-a of the social services law;

(h) the availability and cost of medical insurance for the parties;

(i) the care of children or stepchildren, disabled adult children or stepchildren, elderly parents or in-laws provided during the marriage that inhibits a party's earning capacity;

(j) the tax consequences to each party;

(k) the standard of living of the parties established during the marriage;

(l) the reduced or lost earning capacity of the payee as a result of having forgone or delayed education, training, employment or career opportunities during the marriage;

(m) the equitable distribution of marital property and the income or imputed income on the assets so distributed;

(n) the contributions and services of the payee as a spouse, parent, wage earner and homemaker and to the career or career potential of the other party; and

(o) any other factor which the court shall expressly find to be just and proper.

(2) Where the court finds that the post-divorce maintenance guideline obligation is unjust or inappropriate and the court adjusts the post-divorce maintenance guideline obligation pursuant to this paragraph, the court shall set forth, in a written decision or on the record, the unadjusted post-divorce maintenance guideline obligation, the factors it considered, and the reasons that the court adjusted the post-divorce maintenance obligation. Such decision shall not be waived by either party or counsel.

f. The duration of post-divorce maintenance may be determined as follows:

(1) The court may determine the duration of post-divorce maintenance in accordance with the following advisory schedule:

Length of the marriage Percent of the length of the marriage for which maintenance will be payable

0 up to and including 15 years 15% - 30%

More than 15 up to and including 20 years 30% - 40%

More than 20 years 35% - 50%

(2) In determining the duration of post-divorce maintenance, whether or not the court utilizes the advisory schedule, it shall consider the factors listed in subparagraph one of paragraph e of this subdivision and shall set forth, in a written decision or on the record, the factors it considered. Such decision shall not be waived by either party or counsel. Nothing herein shall prevent the court from awarding non-durational maintenance in an appropriate case.

(3) Notwithstanding the provisions of subparagraph one of this paragraph, post-divorce maintenance shall terminate upon the death of either party or upon the payee's valid or invalid marriage, or upon modification pursuant to paragraph b of subdivision nine of this part or section two hundred forty-eight of this article.

(4) Notwithstanding the provisions of subparagraph one of this paragraph, when determining duration of post-divorce maintenance, the court shall take into consideration anticipated retirement assets, benefits, and retirement eligibility age of both parties if ascertainable at the time of decision. If not ascertainable at the time of decision, the actual full or partial retirement of the payor with substantial diminution of income shall be a basis for a modification of the award.

g. Where either or both parties are unrepresented, the court shall not enter a maintenance order or judgment unless the court informs the unrepresented party or parties of the post-divorce maintenance guideline obligation.

h. Nothing contained in this subdivision shall be construed to alter the rights of the parties to voluntarily enter into validly executed agreements or stipulations which deviate from the post-divorce maintenance guideline obligation.

i. When a payor has defaulted and/or the court makes a finding at the time of trial that it was presented with insufficient evidence to determine income, the court shall order the post-divorce maintenance based upon the needs of the payee or the standard of living of the parties prior to commencement of the divorce action, whichever is greater. Such order may be retroactively modified upward without a showing of change in circumstances upon a showing of substantial newly discovered evidence.

j. Post-divorce maintenance may be modified pursuant to paragraph b of subdivision nine of this part.

k. In any action or proceeding for modification of an order of maintenance or alimony existing prior to the effective date of the chapter of the laws of two thousand fifteen which amended this subdivision, brought pursuant to this article, the guidelines for post-divorce maintenance set forth in this subdivision shall not constitute a change of circumstances warranting modification of such support order.

l. In any action or proceeding for modification where the parties have entered into an agreement providing for maintenance pursuant to subdivision three of this part entered into prior to the effective date of the chapter of the laws of two thousand fifteen which amended this subdivision, brought pursuant to this article, the guidelines for post-divorce maintenance set forth in this subdivision shall not constitute a change of circumstances warranting modification of such agreement.

m. In any action or proceeding for modification of an order of maintenance or alimony existing prior to the effective date of the chapter of the laws of two thousand fifteen which amended this subdivision, brought pursuant to this article, the guidelines for post-divorce maintenance set forth in paragraphs c, d and e of this subdivision shall not apply.

n. In any action or proceeding for modification where the parties have entered into an agreement providing for maintenance pursuant to subdivision three of this part entered into prior to the effective date of the chapter of the laws of two thousand fifteen which amended this subdivision, brought pursuant to this article, the guidelines for post-divorce maintenance set forth in paragraphs c, d and e of this subdivision shall not apply.

o. In any decision made pursuant to this subdivision the court shall, where appropriate, consider the effect of a barrier to remarriage, as defined in subdivision six of section two hundred fifty-three of this article, on the factors enumerated in paragraph e of this subdivision. 6-a. Law revision commission study.

a. The legislature hereby finds and declares it to be the policy of the state that it is necessary to achieve equitable outcomes when families divorce and it is important to ensure that the economic consequences of a divorce are fairly shared by divorcing couples. Serious concerns have been raised that the implementation of New York state's maintenance laws have not resulted in equitable results. Maintenance is often not granted and where it is granted, the results are inconsistent and unpredictable. This raises serious concerns about the ability of our current maintenance laws to achieve equitable and fair outcomes. The legislature further finds a comprehensive review of the provisions of our state's maintenance laws should be undertaken. It has been thirty years since the legislature significantly reformed our state's divorce laws by enacting equitable distribution of marital property and introduced the concept of maintenance to replace alimony. Concerns that the implementation of our maintenance laws have not resulted in equitable results compel the need for a review of these laws.

b. The law revision commission is hereby directed to:

- (1) review and assess the economic consequences of divorce on the parties;
- (2) review the maintenance laws of the state, including the way in which they are administered to determine the impact of these laws on post marital economic disparities, and the effectiveness of such laws and their administration in achieving the state's policy goals and objectives of ensuring that the economic consequences of a divorce are fairly and equitably shared by the divorcing couple; and
- (3) make recommendations to the legislature, including such proposed revisions of such laws as it determines necessary to achieve these goals and objectives.

c. The law revision commission shall make a preliminary report to the legislature and the governor of its findings, conclusions, and any recommendations not later than nine months from the effective date of this subdivision, and a final report of its findings, conclusions and recommendations not later than December thirty-first, two thousand eleven.

7. Child support.

a. In any matrimonial action, or in an independent action for child support, the court as provided in section two hundred forty of this chapter shall order either or both parents to pay temporary child support or child support without requiring a showing of immediate or emergency need. The court shall make an order for temporary child support notwithstanding that information with respect to income and assets of either or both parents may be unavailable. Where such information is available, the court may make an order for temporary child support pursuant to section two hundred forty of this article. Such order shall, except as provided for herein, be effective as of the date of the application therefor, and any retroactive amount of child support due shall be support arrears/past due support and shall be paid in one sum or periodic sums, as the court shall direct, taking into account any amount of temporary child support which has been paid. In addition, such retroactive child support shall be enforceable in any manner provided by law including, but not limited to, an execution for support enforcement pursuant to subdivision (b) of

section fifty-two hundred forty-one of the civil practice law and rules. When a child receiving support is a public assistance recipient, or the order of support is being enforced or is to be enforced pursuant to section one hundred eleven-g of the social services law, the court shall establish the amount of retroactive child support and notify the parties that such amount shall be enforced by the support collection unit pursuant to an execution for support enforcement as provided for in subdivision (b) of section fifty-two hundred forty-one of the civil practice law and rules, or in such periodic payments as would have been authorized had such an execution been issued. In such case, the court shall not direct the schedule of repayment of retroactive support. The court shall not consider the misconduct of either party but shall make its award for child support pursuant to section two hundred forty of this article.

b. Notwithstanding any other provision of law, any written application or motion to the court for the establishment of a child support obligation for persons not in receipt of family assistance must contain either a request for child support enforcement services which would authorize the collection of the support obligation by the immediate issuance of an income execution for support enforcement as provided for by this chapter, completed in the manner specified in section one hundred eleven-g of the social services law; or a statement that the applicant has applied for or is in receipt of such services; or a statement that the applicant knows of the availability of such services, has declined them at this time and where support enforcement services pursuant to section one hundred eleven-g of the social services law have been declined that the applicant understands that an income deduction order may be issued pursuant to subdivision (c) of section five thousand two hundred forty-two of the civil practice law and rules without other child support enforcement services and that payment of an administrative fee may be required. The court shall provide a copy of any such request for child support enforcement services to the support collection unit of the appropriate social services district any time it directs payments to be made to such support collection unit. Additionally, the copy of any such request shall be accompanied by the name, address and social security number of the parties; the date and place of the parties' marriage; the name and date of birth of the child or children; and the name and address of the employers and income payors of the party from whom child support is sought. Unless the party receiving child support has

applied for or is receiving such services, the court shall not direct such payments to be made to the support collection unit, as established in section one hundred eleven-h of the social services law.

c. The court shall direct that a copy of any child support or combined child and spousal support order issued by the court on or after the first day of October, nineteen hundred ninety-eight, in any proceeding under this section be provided promptly to the state case registry established pursuant to subdivision four-a of section one hundred eleven-b of the social services law.

d. Any child support order made by the court in any proceeding under the provisions of this section shall include, on its face, a notice printed or typewritten in a size equal to at least eight point bold type informing the parties of their right to seek a modification of the child support order upon a showing of:

(i) a substantial change in circumstances; or

(ii) that three years have passed since the order was entered, last modified or adjusted; or

(iii) there has been a change in either party's gross income by fifteen percent or more since the order was entered, last modified, or adjusted; however, if the parties have specifically opted out of subparagraph (ii) or (iii) of this paragraph in a validly executed agreement or stipulation, then that basis to seek modification does not apply.

8. Special relief in matrimonial actions.

a. In any matrimonial action the court may order a party to purchase, maintain or assign a policy of insurance providing benefits for health and hospital care and related services for either spouse or children of the marriage not to exceed such period of time as such party shall be obligated to provide maintenance, child support or make payments of a distributive award. The court may also order a party to purchase, maintain or assign a policy of accident insurance or insurance on the life of either spouse, and to designate

in the case of life insurance, either spouse or children of the marriage, or in the case of accident insurance, the insured spouse as irrevocable beneficiaries during a period of time fixed by the court. The obligation to provide such insurance shall cease upon the termination of the spouse's duty to provide maintenance, child support or a distributive award. A copy of such order shall be served, by registered mail, on the home office of the insurer specifying the name and mailing address of the spouse or children, provided that failure to so serve the insurer shall not affect the validity of the order.

b. In any action where the court has ordered temporary maintenance, maintenance, distributive award or child support, the court may direct that a payment be made directly to the other spouse or a third person for real and personal property and services furnished to the other spouse, or for the rental or mortgage amortization or interest payments, insurances, taxes, repairs or other carrying charges on premises occupied by the other spouse, or for both payments to the other spouse and to such third persons. Such direction may be made notwithstanding that the parties continue to reside in the same abode and notwithstanding that the court refuses to grant the relief requested by the other spouse.

c. Any order or judgment made as in this section provided may combine any amount payable to either spouse under this section with any amount payable to such spouse as child support or under section two hundred forty of this chapter.

9. Enforcement and modification of orders and judgments in matrimonial actions.

a. All orders or judgments entered in matrimonial actions shall be enforceable pursuant to section fifty-two hundred forty-one or fifty-two hundred forty-two of the civil practice law and rules, or in any other manner provided by law. Orders or judgments for child support, alimony and maintenance shall also be enforceable pursuant to article fifty-two of the civil practice law and rules upon a debtor's default as such term is defined in paragraph seven of subdivision (a) of section fifty-two hundred forty-one of the civil practice law and rules. The establishment of a default shall be subject to the procedures established for the determination of a mistake of fact for income executions

pursuant to subdivision (e) of section fifty-two hundred forty-one of the civil practice law and rules. For the purposes of enforcement of child support orders or combined spousal and child support orders pursuant to section five thousand two hundred forty-one of the civil practice law and rules, a "default" shall be deemed to include amounts arising from retroactive support. The court may, and if a party shall fail or refuse to pay maintenance, distributive award or child support the court shall, upon notice and an opportunity to the defaulting party to be heard, require the party to furnish a surety, or the sequestering and sale of assets for the purpose of enforcing any award for maintenance, distributive award or child support and for the payment of reasonable and necessary attorney's fees and disbursements.

b. (No subheading)

(1) Upon application by either party, the court may annul or modify any prior order or judgment made after trial as to maintenance, upon a showing of the payee's inability to be self-supporting or upon a showing of a substantial change in circumstance, including financial hardship or upon actual full or partial retirement of the payor if the retirement results in a substantial change in financial circumstances. Where, after the effective date of this part, an agreement remains in force, no modification of an order or judgment incorporating the terms of said agreement shall be made as to maintenance without a showing of extreme hardship on either party, in which event the judgment or order as modified shall supersede the terms of the prior agreement and judgment for such period of time and under such circumstances as the court determines. The court shall not reduce or annul any arrears of maintenance which have been reduced to final judgment pursuant to section two hundred forty-four of this article. No other arrears of maintenance which have accrued prior to the making of such application shall be subject to modification or annulment unless the defaulting party shows good cause for failure to make application for relief from the judgment or order directing such payment prior to the accrual of such arrears and the facts and circumstances constituting good cause are set forth in a written memorandum of decision. Such modification may increase maintenance nunc pro tunc as of the date of application based on newly discovered evidence. Any retroactive amount of maintenance due shall, except as provided for

herein, be paid in one sum or periodic sums, as the court directs, taking into account any temporary or partial payments which have been made. The provisions of this subdivision shall not apply to a separation agreement made prior to the effective date of this part.

(2) (No subheading)

(i) The court may modify an order of child support, including an order incorporating without merging an agreement or stipulation of the parties, upon a showing of a substantial change in circumstances. Incarceration shall not be a bar to finding a substantial change in circumstances provided such incarceration is not the result of non-payment of a child support order, or an offense against the custodial parent or child who is the subject of the order or judgment.

(ii) In addition, unless the parties have specifically opted out of the following provisions in a validly executed agreement or stipulation entered into between the parties, the court may modify an order of child support where:

(A) three years have passed since the order was entered, last modified or adjusted; or

(B) there has been a change in either party's gross income by fifteen percent or more since the order was entered, last modified, or adjusted. A reduction in income shall not be considered as a ground for modification unless it was involuntary and the party has made diligent attempts to secure employment commensurate with his or her education, ability, and experience.

(iii) No modification or annulment shall reduce or annul any arrears of child support which have accrued prior to the date of application to annul or modify any prior order or judgment as to child support. Such modification may increase child support nunc pro tunc as of the date of application based on newly discovered evidence. Any retroactive amount of child support due shall, except as provided for in this subparagraph, be paid in one sum or periodic sums, as the court directs, taking into account any temporary or partial payments which have been made. Any retroactive amount of child

support due shall be support arrears/past due support. In addition, such retroactive child support shall be enforceable in any manner provided by law including, but not limited to, an execution for support enforcement pursuant to subdivision (b) of section fifty-two hundred forty-one of the civil practice law and rules. When a child receiving support is a public assistance recipient, or the order of support is being enforced or is to be enforced pursuant to section one hundred eleven-g of the social services law, the court shall establish the amount of retroactive child support and notify the parties that such amount shall be enforced by the support collection unit pursuant to an immediate execution for support enforcement as provided for by this chapter, or in such periodic payments as would have been authorized had such an execution been issued. In such case, the court shall not direct the schedule of repayment of retroactive support.

c. Notwithstanding any other provision of law, any written application or motion to the court for the modification or enforcement of a child support or combined maintenance and child support order for persons not in receipt of family assistance must contain either a request for child support enforcement services which would authorize the collection of the support obligation by the immediate issuance of an income execution for support enforcement as provided for by this chapter, completed in the manner specified in section one hundred eleven-g of the social services law; or a statement that the applicant has applied for or is in receipt of such services; or a statement that the applicant knows of the availability of such services, has declined them at this time and where support enforcement services pursuant to section one hundred eleven-g of the social services law have been declined that the applicant understands that an income deduction order may be issued pursuant to subdivision (c) of section five thousand two hundred forty-two of the civil practice law and rules without other child support enforcement services and that payment of an administrative fee may be required. The court shall provide a copy of any such request for child support enforcement services to the support collection unit of the appropriate social services district any time it directs payments to be made to such support collection unit. Additionally, the copy of such request shall be accompanied by the name, address and social security number of the parties; the date and place of the parties' marriage; the name and date of birth of the child or children; and the

name and address of the employers and income payors of the party ordered to pay child support to the other party. Unless the party receiving child support or combined maintenance and child support has applied for or is receiving such services, the court shall not direct such payments to be made to the support collection unit, as established in section one hundred eleven-h of the social services law.

d. The court shall direct that a copy of any child support or combined child and spousal support order issued by the court on or after the first day of October, nineteen hundred ninety-eight, in any proceeding under this section be provided promptly to the state case registry established pursuant to subdivision four-a of section one hundred eleven-b of the social services law.

Other Resources

Child Support Standards Chart (updated 3/2024):

<https://www.childsupport.ny.gov/dcse/pdfs/CSSA.pdf>

Uncontested Joint Divorce Pilot Project in Queens:

- ***No Children***
 - Required Forms: <https://www.nycourts.gov/legacyPDFS/divorce/joint/Required-Forms-Packet-With-No-Children.pdf>
 - Additional Forms: <https://www.nycourts.gov/legacyPDFS/divorce/joint/Pilot-Additional-Forms-Appendix-No-Children.pdf>
- ***With Children***
 - Required Forms: <https://www.nycourts.gov/legacyPDFS/divorce/joint/Required-Forms-Packet-With-Children.pdf>
 - Additional Forms: <https://www.nycourts.gov/legacyPDFS/divorce/joint/Pilot-Additional-Forms-Appendix-With-Children.pdf>