

**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.

legalzoom®

SAMPLE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

1 -----X

2 3 *John Doe*

Plaintiff,

Index No.:

-against-

VERIFIED COMPLAINT

ACTION FOR DIVORCE

4 *Jane Doe*

Defendant.

-----X

5 **FIRST:**

Plaintiff *herein/by* John Doe, 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 June 12, 2010 in (city, town or village; and state or country) Rochester, New York.

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, 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 definition on p. 7 of Instructions), namely:

Name	Date of Birth	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10 The Plaintiff resides at 123 Main Street, State College, New York 16803.
The Defendant resides at 123 Main Street, Tonawanda, New York 14150.

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

Plaintiff

Defendant

Group Health Plan: _____	Group Health Plan: <u>BlueCross BlueShield Of Western New York</u>
Address: _____	Address: <u>321 Elm Street, Buffalo, New York 14202</u>
Identification Number: _____	Identification Number: <u>YJP55555555</u>
Plan Administrator: _____	Plan Administrator: <u>Child and Family Services</u>
Type of Coverage: _____	Type of Coverage: <u>Medical</u>

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 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 was confined in _____ prison on the _____ *Name of correctional facility* _____ day of _____, _____, and has remained confined until the _____ *Month* _____ *Year* _____ day of _____, _____; **OR** remains confined to this date. _____ *Month* _____ *Year*

Adultery (DRL §170(4)):

- That on the ___ day of _____, _____, at _____, _____ *Month* _____ *Year* _____ *Location* the Defendant voluntarily committed 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 _____ 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 against the Defendant as follows: A judgment dissolving the marriage between the parties

AND

14 The nature of any ancillary or additional relief requested (see p. 16 of Instruction) 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;
 - 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:
123 Main Street
State College, New York 16803

17 STATE OF NEW YORK, COUNTY OF CENTRE, ss:

I, John Doe (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

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

By and Between

John Doe

and

Jane Doe

legalzoom[®]
SAMPLE

Separation and Property Settlement Agreement

THIS AGREEMENT is made the _____ day of _____, _____, by and between, John Doe (hereinafter referred to as "Husband") of 123 Main Street, State College, New York 16803, and Jane Doe (hereinafter referred to as "Wife") of 123 Main Street, Tonawanda, New York 14150.

RECITALS

A. The parties were married on June 12, 2010, in Rochester, State of New York. The Wife is not now pregnant, and no children have been adopted by these parties.

B. The relationship between Husband and Wife has broken down irretrievably and the Husband seeks a divorce on those grounds.

C. The parties desire that this Agreement constitute a Separation and Property Settlement Agreement between them, with respect to spousal support, and all assets, real and personal, now owned by the parties or either of them, including any and all property acquired and held by the parties; and settles any and all questions, and other matters relative to the estates of the parties, and all other issues arising out of, or incidental to, the marriage.

D. The parties are aware of their right to legal counsel and do hereby waive that right, and both parties have relied upon the accuracy and completeness of the materials exchanged. The parties have also exchanged sworn 236(b) Financial Disclosure Affidavits (Statements of Net Worth), and other financial data including, but not limited to, joint Federal and State Income Tax Returns, benefits from employment, pension information, bank statements, and evidence of indebtedness, as well as other pertinent business and personal financial data.

E. Both Husband and Wife acknowledge that this Agreement is freely and voluntarily entered into by and between them, and with full and complete understanding of all of the terms and conditions thereof.

F. Husband and Wife each of them do hereby agree and specifically express as their mutual intent that all property, whether real, personal, or mixed and over every sort and description, and whether characterized as separate property or marital property now in the possession or under the control of either of them or hereafter acquired in any manner by either of them, whether prior or subsequent to the execution of this Agreement, shall except as is specifically provided for to the contrary in this agreement, be and remain the sole and exclusive property of such party, free of any claim by the other, made pursuant to any provision of the law of the State of New York, including, but not limited to, Section 236(B) of the Domestic Relations Law.

G. The parties do hereby ratify, confirm, and adopt each and every recital herein above set forth and agree to be bound by all the terms, and conditions of this Agreement.

ARTICLE I: SEPARATE RESIDENCES

A. The Wife and Husband agree to live separate and apart from each other, free of all control, restraint, or interference, direct or indirect, by the other.

B. Neither party shall in any way harass, disturb, trouble, or annoy the other, or interfere with the peace and comfort of the other, or compel or seek to compel the other to associate, cohabit, or dwell with him or her by any means whatsoever.

ARTICLE II: MAINTENANCE/ALIMONY

Each party waives his or her right to alimony, past, present and future, from the other.

ARTICLE III: DIVISION OF PROPERTY

The parties agree that each is awarded the personal property in his or her possession free and clear of any right, title or interest of the other.

A. Specifically, the parties agree that Wife is awarded the following property free and clear of any right, title or interest of Husband:

1. Fifty (50%) percent of The home furnishings, estimated value \$500,000.00;
2. Any and all personal property, tangible and intangible, in her possession.

B. The parties agree that Husband is awarded the following property free and clear of any right, title or interest of Wife:

1. Fifty (50%) percent of The home furnishings, estimated value \$500,000.00;
2. Any and all personal property, tangible and intangible, in his possession.

ARTICLE IV: SEPARATE PROPERTY

The parties agree that each shall retain, have and enjoy independently of any right, title or claim of the other party, all property of every kind, nature, and description and wherever situated which is now owned or held or is hereafter acquired by him or her or stands in his or her name alone.

ARTICLE V: MARITAL PROPERTY

Except for the right which each of the parties respectively reserves to assert as grounds for divorce, any cause or ground which either of them might now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves, and their respective heirs, personal representatives, successors and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives, successors and assigns, all claims, demands, accounts and causes of action which either of them may have against the other or against his or her property, or rights, whether or not arising out of the marriage.

ARTICLE VI: DEBTS

A. The parties agree that Wife shall be responsible for the following debts and shall hold Husband harmless thereon:

1. Any and all debts held in her name alone.

B. The parties agree that Husband shall be responsible for the following debts and shall hold Wife harmless thereon:

1. Any and all debts held in his name alone.

ARTICLE VII: FUTURE HEALTH CARE COVERAGE OF THE PARTIES

A. The parties have been advised that New York Domestic Relations Law § 255, subdivision 2 provides that if the parties have entered into a stipulation of settlement or agreement resolving all of the issues between the parties, the stipulation of settlement or agreement must contain a provision relating to the health care coverage of each party. The provision must either: (a) provide for the future coverage of each party, or (b) state that 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.

B. The purpose of this Article is to comply with the provisions of New York Domestic Relations Law § 255.

C. In accordance with the provisions of New York Domestic Relations Law § 255, subdivision 2, the parties represent that:

1. The wife does have a health insurance plan.
2. The husband has been covered under his wife's health insurance plan.

3. This Agreement does not provide for the future health care coverage of the husband.

D. In accordance with the provisions of New York Domestic Relations Law § 255, subdivision 2, the parties represent that:

1. The husband does not have a health insurance plan.
2. The wife has not been covered under her husband's health insurance plan.
3. This Agreement does not provide for the future health care coverage of the wife.

E. Unless this Agreement provides for the future health care coverage of either or both parties, 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.

ARTICLE VIII: MISCELLANEOUS

The parties agree that the Plaintiff has agreed to pay rent for the Defendant through the Defendant'

ARTICLE IX: DIVORCE

This Agreement is entered into as part of an anticipated divorce action in the Supreme Court of the State of New York. Should a Judgment of Divorce be entered in the Court, then this Agreement shall be incorporated in, but not merged with, the Judgment, but shall survive and remain as an independent contract.

ARTICLE X: RELEASES

A. Both parties completely waive all their rights against the other's will or estate as beneficiary, distributee, administrator or executor, including the right of set-off and all rights of election in any jurisdiction.

B. Both parties accept the terms of this Agreement as settlement in full of any and all rights under the equitable distribution law or community property law of any state. All other obligations or liabilities of the parties to each other, except those set forth herein, are forever terminated.

C. The Husband and Wife, in consideration of the terms of this Agreement release each other from liabilities arising from any cause of action, contract, agreement, or any claim made by the other party or his or her executor, administrator, beneficiary,

distributee, or legal representative, including any claim for maintenance, support or equitable distribution, except as specifically provided in this Agreement.

D. The releases given above do not bar the parties from bringing an action as a result of a breach of the terms of this Agreement.

E. Nothing contained in this Agreement shall operate as a release or waiver of any cause or causes of action either party may have against the other for divorce, annulment, or separation, and any defenses thereto in any pending or future action.

ARTICLE XI: FURTHER PROVISIONS

A. This Agreement shall be construed in accordance with the laws of the State of New York.

B. Except as otherwise specifically provided for to the contrary in this Agreement, each of the parties' respective rights and obligations hereunder shall be deemed independent and may be enforced independently irrespective of any of the other rights and obligations set forth herein.

C. This Agreement and all the obligations and covenants hereunder shall bind the parties, their heirs, executors, legal representatives, administrators, and assigns.

D. No modification, revision, or amendment to this Agreement shall be effective unless in writing signed by the parties with the same formality as this Agreement. This Agreement and its provisions merge prior agreements, if any, of the parties and is the complete and entire agreement of the parties, and no oral statements or prior written materials extrinsic to this Agreement shall have any force and effect whatsoever.

E. In the event that any term, provision, paragraph, or Article of this Agreement is declared illegal, void, or unenforceable, such determination shall not affect or impair the other terms, provisions, paragraphs, or Articles in this Agreement.

F. Each of the parties hereto, without cost to the other shall at any time and from time to time hereafter, execute and deliver any and all further instruments and assurances and perform any acts that the other party may reasonably request for the purposes of giving full force and effect to the provisions of this Agreement.

G. This Agreement is not being executed in reliance upon any representation or warranty not expressly set forth herein.

H. The Husband and Wife each acknowledge that they have read and understood the foregoing Agreement prior to the signing thereof. Each party understands that he or she is responsible for separately consulting with counsel with respect to this agreement and waves any rights or claims if he or she elects not to do so.

I. This Agreement has been executed in three duplicate original counterparts, each of which is deemed by the parties to be an original.

J. In addition to any other grounds for divorce which either party may presently have or may hereafter acquire, the parties agree that the execution of this agreement and filing of it, or a memorandum of it, in the Office of the Erie County Clerk of Courts may give rise to a grounds for divorce which may be asserted by either party if they live separate and apart for a period of one or more years and if the party who seeks such divorce has substantially performed his or her obligations under this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their signatures on the day and year first above written. EACH OF THE PARTIES REPRESENTS AND WARRANTS THAT THEY HAVE CAREFULLY READ THIS AGREEMENT AND EACH AND EVERY PAGE THEREOF PRIOR TO SIGNING.

John Doe, Husband

Jane Doe, Wife

STATE OF NEW YORK }
COUNTY OF CENTRE } ss:
CITY OF STATE COLLEGE }

On this _____ day of _____, 20__, before me personally appeared John Doe, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK }
COUNTY OF ERIE } ss:
CITY OF TONAWANDA }

On this _____ day of _____, 20__, before me personally appeared Jane Doe, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**ADDENDUM TO STIPULATION OF SETTLEMENT/AGREEMENT
RE: COMPLIANCE WITH DOMESTIC RELATIONS LAW 255(2)**

John Doe Vs Jane Doe 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

John Doe
Print Name

SS: STATE OF _____, COUNTY OF _____

On this _____ day of _____ 20____, before me; the undersigned, personally appeared John Doe, 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

Jane Doe
Print Name

SS: STATE OF _____, COUNTY OF _____

On this _____ day of _____ 20____, before me; the undersigned, personally appeared Jane Doe, 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

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

-----X

John Doe

Plaintiff,

Index No.: _____

-against-

PART 130 CERTIFICATION

Jane Doe

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.

Date: _____

Jane Doe, Defendant, Pro Se

I, Jane Doe, certify that a copy of the foregoing Part 130 Certification has been forwarded by US Mail, postage prepaid, on this date to the Plaintiff, John Doe, at his address of record.

Date: _____

Jane Doe

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

3 -----X
4 *John Doe*

Plaintiff,

Index No.:

-against-

**AFFIDAVIT OF DEFENDANT
IN ACTION FOR DIVORCE**

5 *Jane Doe*

Defendant.

6 -----X
7 STATE OF NEW YORK

ss:

COUNTY OF ERIE }

8 Jane Doe being duly sworn, says:

9 I am the Defendant in the within action for divorce, and I am over the age of 18. I reside at 123 Main Street, Tonawanda, New York 14150.

1. I admit timely service of the *Summons with Notice* OR *Summons and Complaint* for divorce on ___/___/20___ based upon the following grounds*:

DRL §170(7) irretrievable breakdown in relationship* (see Defendant's Affidavit Notes).

I also admit service of the *Notice of Automatic Orders* and the *Notice Concerning Continuation of Health Care Coverage*.

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 Defendant's Affidavit Notes on the last page of this Affidavit before completing this form. For instructions on how to fill out this form, see p. 20 of the instructions for Uncontested Divorce 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, Barriers to Remarriage Affidavit, 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 5. 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.

- 13 6a. I will take or have taken all steps solely within my power to remove any barriers to the Plaintiff's remarriage.
- b. I waive the requirements of DRL §253 subdivisions (2), (3), and (4).

- 14 7a. I am not the custodial parent of the child(ren) of the marriage (see definition on page 7 of the Instructions).
- OR**
- b. I am the 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 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) or (4) is selected, a Support Collection Information Sheet (Form UD-8a) must be completed and submitted with your papers.

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 been has never been issued in favor of or protecting me or my

child(ren) or a family member of my household.

List all Family/Criminal 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 FC Docket #'s
and Counties

I or my child(ren) or my spouse has never been a party 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

Defendant's Signature

Subscribed and Sworn to before me on

NOTARY PUBLIC

Defendant's Affidavit 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 the Affidavit of Defendant form and have it notarized before a notary public, and send it back to your spouse.
- *If DRL § 120 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 for 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.

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

-----X

John Doe

Index No.:

-against-

Plaintiff,

STATEMENT OF NET WORTH

Jane Doe

Defendant.

-----X

Date of Commencement of Action: _____

STATE OF NEW YORK

COUNTY OF ERIE, ss.:

I, Jane Doe, Defendant herein, being duly sworn, deposes and says that the following is an accurate statement as of _____, 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:

I. FAMILY DATA:

- (a) Husband's age: 31
- (b) Wife's age: 31
- (c) Date married: June 12, 2010
- (d) Date separated: August 1, 2013
- (e) Number of dependent children under 21 years: N/A
- (f) Names and ages of children: N/A
- (g) Custody of Children: N/A
- (h) Minor children of prior marriage: N/A
- (i) Neither spouse is paying or receiving alimony.
- (j) Custody of children of prior marriage: N/A
- (k) Marital residence occupied by: Husband and Wife
- (l) Husband's present address: 123 Main Street, State College, New York 16803
Wife's present address: 123 Main Street, Tonawanda, New York 14150
- (m) Occupation of Husband is: Scholar Researcher
Occupation of Wife is: Computer
- (n) Husband's employer: ABC LLC
- (o) Wife's employer: XYZ LLC
- (p) Education, training and skills [Include dates of attainment of degrees, etc.]
Husband: JD Doctor attained on September 1, 2012.
Wife: Masters attained on June 6, 2009.
- (q) Husband's health: _____
- (r) Wife's health: Child and Family Services located at 321 Elm Street, Buffalo, New York 14202. Policy number YJP55555555. Type of plan: Medical
- (s) Children's health: N/A

II. EXPENSES: (You may elect to list all expenses on a weekly basis or all expenses on a monthly basis, however, you must be consistent. If any items are paid on a monthly basis, divide by 4.3 to obtain weekly payments; if any items are paid on a weekly basis, multiply by 4.3 to obtain monthly payment. Attach additional sheet, if needed. Items included under "Other" should be listed separately with separate dollar amounts.)

Expenses listed weekly monthly

(a) Housing	
1. Rent _____	4. Condominium charges _____
2. Mortgage and amortization _____	5. Cooperative apartment maintenance _____
3. Real estate taxes _____	
	Total: Housing \$ _____
(b) Utilities	
1. Fuel oil _____	4. Telephone _____
2. Gas _____	5. Water _____
3. Electricity _____	
	Total: Utilities \$ _____
(c) Food	
1. Groceries _____	5. Liquor/alcohol _____
2. School lunches _____	6. Home entertainment _____
3. Lunches at work _____	7. Other _____
4. Dining Out _____	
	Total: Food \$ _____
(d) Clothing	
1. Husband _____	3. Children _____
2. wife _____	4. Other _____
	Total: Clothing \$ _____
(e) Laundry	
1. Laundry at home _____	3. Other _____
2. Dry cleaning _____	
	Total: Laundry \$ _____
(f) Insurance	
1. Life _____	6. Medical plan _____
2. Homeowner's/tenant's _____	7. Dental plan _____
3. Fire, theft and liability _____	8. Optical plan _____
4. Automotive _____	9. Disability _____
5. Umbrella policy _____	10. Worker's Compensation _____
	11. Other _____
	Total: Insurance \$ _____
(g) Unreimbursed medical	
1. Medical _____	5. Surgical, nursing, hospital _____
2. Dental _____	6. Other _____
3. Optical _____	
4. Pharmaceutical _____	
	Total: Unreimbursed medical \$ _____
(h) Household maintenance	
1. Repairs _____	5. Painting _____
2. Furniture, furnishings, housewares _____	6. Sanitation/carting _____
3. Cleaning supplies _____	7. Gardening/landscaping _____
4. Appliances, including maintenance _____	8. Snow removal _____
	9. Extermination _____
	10. Other _____
	Total: Household maintenance \$ _____

(i) Household help

1. Babysitter _____ 3. Other _____
 2. Domestic (housekeeper, maid, etc.) _____

Total: Household help \$ _____

(j) Automotive

Year: _____ Make: _____ Personal: ___ Business: ___
 Year: _____ Make: _____ Personal: ___ Business: ___
 Year: _____ Make: _____ Personal: ___ Business: ___

1. Payments _____ 4. Car wash _____
 2. Gas and oil _____ 5. Registration and license _____
 3. Repairs _____ 6. Parking and tolls _____
 7. Other _____

Total: Automotive \$ _____

(k) Educational

1. Nursery and pre-school _____ 6. School transportation _____
 2. Primary and secondary _____ 7. School supplies/books _____
 3. College _____ 8. Tutoring _____
 4. Post-graduate _____ 9. School events _____
 5. Religious instruction _____ 10. Other _____

Total: Educational \$ _____

(l) Recreational

1. Summer camp _____ 9. Country club/pool club _____
 2. Vacations _____ 10. Health club _____
 3. Movies _____ 11. Sporting goods _____
 4. Theatre, ballet, etc. _____ 12. Hobbies _____
 5. Video rentals _____ 13. Music/dance lessons _____
 6. Tapes, CD's, etc. _____ 14. Sports lessons _____
 7. Cable television _____ 15. Birthday parties _____
 8. Team sports _____ 16. Other _____

Total: Recreational \$ _____

(m) Income taxes

1. Federal _____ 3. City _____
 2. State _____ 4. Social Security and Medicare _____

Total: Income taxes \$ _____

(n) Miscellaneous

1. Beauty parlor/barber _____ 9. Union and organization dues _____
 2. Beauty aids/cosmetics, drug items _____ 10. Commutation and transportation _____
 3. Cigarettes/tobacco _____ 11. Veterinarian/pet expenses _____
 4. Books, magazines, newspapers _____ 12. Child support payments (prior marriage) _____
 5. Children's allowances _____ 13. Alimony and maintenance payments (prior marriage) _____
 6. Gifts _____ 14. Loan payments _____
 7. Charitable contributions _____ 15. Unreimbursed business expenses _____
 8. Religious organization dues _____

Total: Miscellaneous \$ _____

(o) Other

1. _____ 3. _____
 2. _____ 4. _____

Total: Other \$ _____

TOTAL EXPENSES: \$ _____

III. GROSS INCOME: (State source of income and annual amount. Attach additional sheet, if needed).

(a) Salary or wages: (State whether income has changed during the year preceding date of this affidavit _____. If so, set forth name and address of all employers during preceding year and average weekly wage paid by each. Indicate overtime earnings separately. Attach previous year's W-2 or income tax return.)

- _____
- _____
- (b) Weekly deductions:
 - 1. Federal tax _____
 - 2. New York State tax..... _____
 - 3. Local tax..... _____
 - 4. Social Security..... _____
 - 5. Medicare..... _____
 - 6. Other payroll deductions (specify)..... _____
- (c) Social Security number: _____
- (d) Number and names of dependents claimed: _____
- (e) Bonus, commissions, fringe benefits (use of auto, memberships, etc.)..... _____
- (f) Partnership, royalties, sale of assets (income and installment payments)..... _____
- (g) Dividends and interest (state whether taxable or not)..... _____
- (h) Real estate (income only)..... _____
- (i) Trust, profit sharing and annuities (principal distribution and income)..... _____
- (j) Pension (income only)..... _____
- (k) Awards, prizes, grants (state whether taxable)..... _____
- (l) Bequests, legacies and gifts..... _____
- (m) Income from all other sources..... _____
(including alimony, maintenance or child support from prior marriage)
- (n) Tax preference items:
 - 1. Long term capital gain deduction..... _____
 - 2. Depreciation, amortization or depletion.... _____
 - 3. Stock options -- excess of fair market value over amount paid..... _____
- (o) If any child or other member of your household is employed, set forth name and that person's annual income _____
- (p) Social Security..... _____
- (q) Disability benefits..... _____
- (r) Public assistance..... _____
- (s) Other..... _____

TOTAL INCOME: _____

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. Cash Accounts

Cash

- 1.1 a. Location _____
- b. Source of funds _____
- c. Amount _____ \$ _____

Total: Cash \$ _____

Checking Accounts

- 2.1 a. Financial institution _____
- b. Account number _____
- c. Title holder _____
- d. Date opened _____
- e. Source of Funds _____
- f. Balance _____ \$ _____

- 2.2 a. Financial institution _____
- b. Account number _____
- c. Title Holder _____
- d. Date opened _____
- e. Source of Funds _____
- f. Balance _____ \$ _____

Total: Checking \$ _____

Savings accounts (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 _____ \$ _____

- 3.2 a. Financial institution _____
- b. Account number _____
- c. Title holder _____
- d. Type of account _____
- e. Date opened _____
- f. Source of funds _____
- g. Balance _____ \$ _____

Total: Savings \$ _____

Security deposits, earnest money, etc.

- 4.1 a. Location _____
- b. Title owner _____
- c. Type of deposit _____
- e. Source of funds _____
- f. Date of deposit _____
- g. Amount _____ \$ _____

Total: Security Deposits, etc. \$ _____

Other

- 5.1 a. Location _____
- b. Title owner _____
- c. Type of account _____
- d. Source of funds _____
- e. Date of deposit _____
- f. Amount _____ \$ _____

Total: Other \$ _____

Total: Cash Accounts \$ _____

B. Securities

Bonds, notes, mortgages

- 1.1 a. Description of security _____
 b. Title holder _____
 c. Location _____
 d. Date of acquisition _____
 e. Original price or value _____
 f. Source of funds to acquire _____
 g. Current value _____ \$ _____
- Total: Bonds, notes, etc. \$ _____

Stocks, options and commodity contracts

- 2.1 a. Description of security _____
 b. Title holder _____
 c. Location _____
 d. Date of acquisition _____
 e. Original price or value _____
 f. Source of funds to acquire _____
 g. Current value _____ \$ _____

- 2.2 a. Description of security _____
 b. Title holder _____
 c. Location _____
 d. Date of acquisition _____
 e. Original price or value _____
 f. Source of funds to acquire _____
 g. Current value _____ \$ _____

- 2.3 a. Description of security _____
 b. Title holder _____
 c. Location _____
 d. Date of acquisition _____
 e. Original price or value _____
 f. Source of funds to acquire _____
 g. Current value _____ \$ _____

Total: Stocks, options, etc. \$ _____

Broker margin accounts

- 3.1 a. Name and address of broker _____
 b. Title holder _____
 c. Date account opened _____
 d. Original value of account _____
 e. Source of funds _____
 f. Current value _____ \$ _____

Total: Margin accounts \$ _____

Total value of securities: \$ _____

C. Loans to others and accounts receivable

- 1.1 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. Current amount due _____ \$ _____

- 1.2 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. Current amount due _____ \$ _____
- Total: Loans and accounts receivable \$ _____

- D. Value of interest in any business
- 1.1 a. Name and address of business _____
 - b. Type of business (corporate, partnership, sole proprietorship or other) _____
 - c. Your capital contribution _____
 - d. Your percentage of interest _____
 - e. Date of acquisition _____
 - f. Original price or value _____
 - g. Source of funds to acquire _____
 - h. Method of valuation _____
 - i. Other relevant information _____
 - j. Current net worth of business _____ \$ _____
- Total: value of business interest \$ _____

- E. Cash surrender value of life insurance
- 1.1 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 funding to acquire _____
 - h. Current cash surrender value _____ \$ _____
- Total: value of life insurance \$ _____

- F. Vehicles (automobile, boat, plane, truck, camper, etc.)
- 1.1 a. Description _____
 - b. Title owner _____
 - c. Date of acquisition _____
 - d. Original price _____
 - e. Source of funds to acquire _____
 - f. Amount of current lien unpaid _____
 - g. Current fair market value _____ \$ _____
- 1.2 a. Description _____
 - b. Title owner _____
 - c. Date of acquisition _____
 - d. Original price _____
 - e. Source of funds to acquire _____
 - f. Amount of current lien unpaid _____
 - g. Current fair market value _____ \$ _____
- Total: value of vehicles \$ _____

G. Real estate (including real property, leaseholds, life estates, etc. at market value -- do not deduct any mortgage)

- 1.1 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. Estimated current market value _____ \$ _____
 - 1.2 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. Estimated current market value _____ \$ _____
 - 1.3 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. Estimated current market value _____ \$ _____
- Total: value of real estate \$ _____

H. Vested interests in trusts (pension, profit sharing, legacies, deferred compensation and others)

- 1.1 a. Description of trust _____
 - b. Location of assets _____
 - c. Title owner _____
 - d. Date of acquisition _____
 - e. Original investment _____
 - f. Source of funds _____
 - g. Amount of unpaid liens _____
 - h. Current value _____ \$ _____
 - 1.2 a. Description of trust _____
 - b. Location of assets _____
 - c. Title owner _____
 - d. Date of acquisition _____
 - e. Original investment _____
 - f. Source of funds _____
 - g. Amount of unpaid liens _____
 - h. Current value _____ \$ _____
- Total: vested interest in trusts \$ _____

I. Contingent interests (stock options, interests subject to life estates, prospective inheritances, etc.)

- 1.1 a. Description _____
 - b. Location _____
 - c. Date of vesting _____
 - d. Title owner _____
 - e. Date of acquisition _____
 - f. Original price or value _____
 - g. Source of funds to acquire _____
 - h. Method of valuation _____
 - i. Current value _____ \$ _____
- Total: Contingent interests \$ _____

J. Household furnishings

1.1 a. Description _____
 b. Location _____
 c. Title owner _____
 d. Original price _____
 e. Source of funds to acquire _____
 f. Amount of lien unpaid _____
 g. Current value _____ \$ _____

Total: Household furnishings \$ _____

K. Jewelry, art, antiques, precious objects, gold and precious metals (only if valued at more than \$500)

1.1 a. Description _____
 b. Title owner _____
 c. Location _____
 d. Original price or value _____
 e. Source of funds to acquire _____
 f. Amount of lien unpaid _____
 g. Current value _____ \$ _____

1.2 a. Description _____
 b. Title owner _____
 c. Location _____
 d. Original price or value _____
 e. Source of funds to acquire _____
 f. Amount of lien unpaid _____
 g. Current value _____ \$ _____

Total: Jewelry, art, etc.: \$ _____

L. Other (e.g., tax shelter investments, collections, judgments, causes of action, patents, trademarks, copyrights, and any other asset not hereinabove itemized)

1.1 a. Description _____
 b. Title owner _____
 c. Location _____
 d. Original price or value _____
 e. Source of funds to acquire _____
 f. Amount of lien unpaid _____
 g. Current value _____ \$ _____

1.2 a. Description _____
 b. Title owner _____
 c. Location _____
 d. Original price or value _____
 e. Source of funds to acquire _____
 f. Amount of lien unpaid _____
 g. Current value _____ \$ _____

Total: Other \$ _____

TOTAL: ASSETS \$ _____

V. LIABILITIES

A. 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 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 current debt _____ \$ _____

1.3 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 current debt _____ \$ _____

1.4 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 current debt _____ \$ _____

1.5 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 current debt _____ \$ _____

Total: Accounts payable \$ _____

B. Notes payable

1.1 a. Name and address of note holder _____
 b. Debtor _____
 c. Amount of original debt _____
 d. Date of incurring debt _____
 e. Purpose _____
 f. Monthly or other periodic payment _____
 g. Amount of current debt _____ \$ _____

1.2 a. Name and address of note holder _____
 b. Debtor _____
 c. Amount of original debt _____
 d. Date of incurring debt _____
 e. Purpose _____
 f. Monthly or other periodic payment _____
 g. Amount of current debt _____ \$ _____

Total: Notes payable \$ _____

C. Installment accounts payable (security agreements, chattel mortgages)

- 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 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 current debt _____ \$ _____

Total: Installment accounts \$ _____

D. Brokers' margin accounts

- 1.1 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 current debt _____ \$ _____

Total: Brokers' margin accounts \$ _____

E. Mortgages payable on real estate

- 1.1 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 current debt _____ \$ _____

- 1.2 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 current debt _____ \$ _____

Total: Mortgages payable \$ _____

F. Taxes payable

- 1.1 a. Description of tax _____
- b. Amount of tax _____
- c. Date due _____

Total: Taxes payable \$ _____

G. Loans on life insurance policies

- 1.1 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 current debt _____ \$_____
- Total: Life insurance loans \$_____

H. Other liabilities

- 1.1 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 current debt _____ \$_____
 - 1.2 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 current debt _____ \$_____
- Total: Other liabilities \$_____

TOTAL LIABILITIES: \$_____

NET WORTH

TOTAL ASSETS: \$_____

TOTAL LIABILITIES: (minus) (\$_____)

NET WORTH: \$_____

VI. ASSETS TRANSFERRED: (List all assets transferred in any manner during the preceding three years, or length of the marriage, whichever is shorter [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. SUPPORT REQUIREMENTS:

(a) Deponent is at present (paying)(receiving) \$_____ per (week)(month), and prior to separation (paid)(received) \$_____ per (week)(month) to cover expenses for _____

These payments are being made (voluntarily)(pursuant to court order or judgment)(pursuant to separation agreement), and there are (no) arrears outstanding (in the sum of \$_____ to date).

(b) Deponent requests for support of each child \$_____ per (week)(month). Total for children \$_____.

(c) Deponent requests for support of self \$_____ per (week)(month).

(d) The day of the (week)(month) on which payment should be made is _____.

VIII. COUNSEL FEE REQUIREMENTS:

(a) Deponent requests for counsel fee and disbursements the sum of _____.

(b) Deponent has paid counsel the sum of \$_____ and has agreed with counsel concerning fees as follows:

(c) There is (not) a retainer agreement or written agreement relating to payment of legal fees. (A copy of any such agreement must be annexed.)

IX. ACCOUNTANT AND APPRAISAL FEES REQUIREMENTS:

(a) Deponent requests for accountants' fees and disbursements the sum of \$_____. (Include basis for fee, e.g., hourly rate, flat rate)

(b) Deponent requests for appraisal fees and disbursements the sum of \$_____. (Include basis for fee, e.g., hourly rate, flat rate)

(c) Deponent requires the services of an accountant for the following reasons:

(d) Deponent requires the services of an appraiser for the following reasons:

X. 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 part hereof, have been carefully read by the undersigned who states that they are true and correct.

Jane Doe

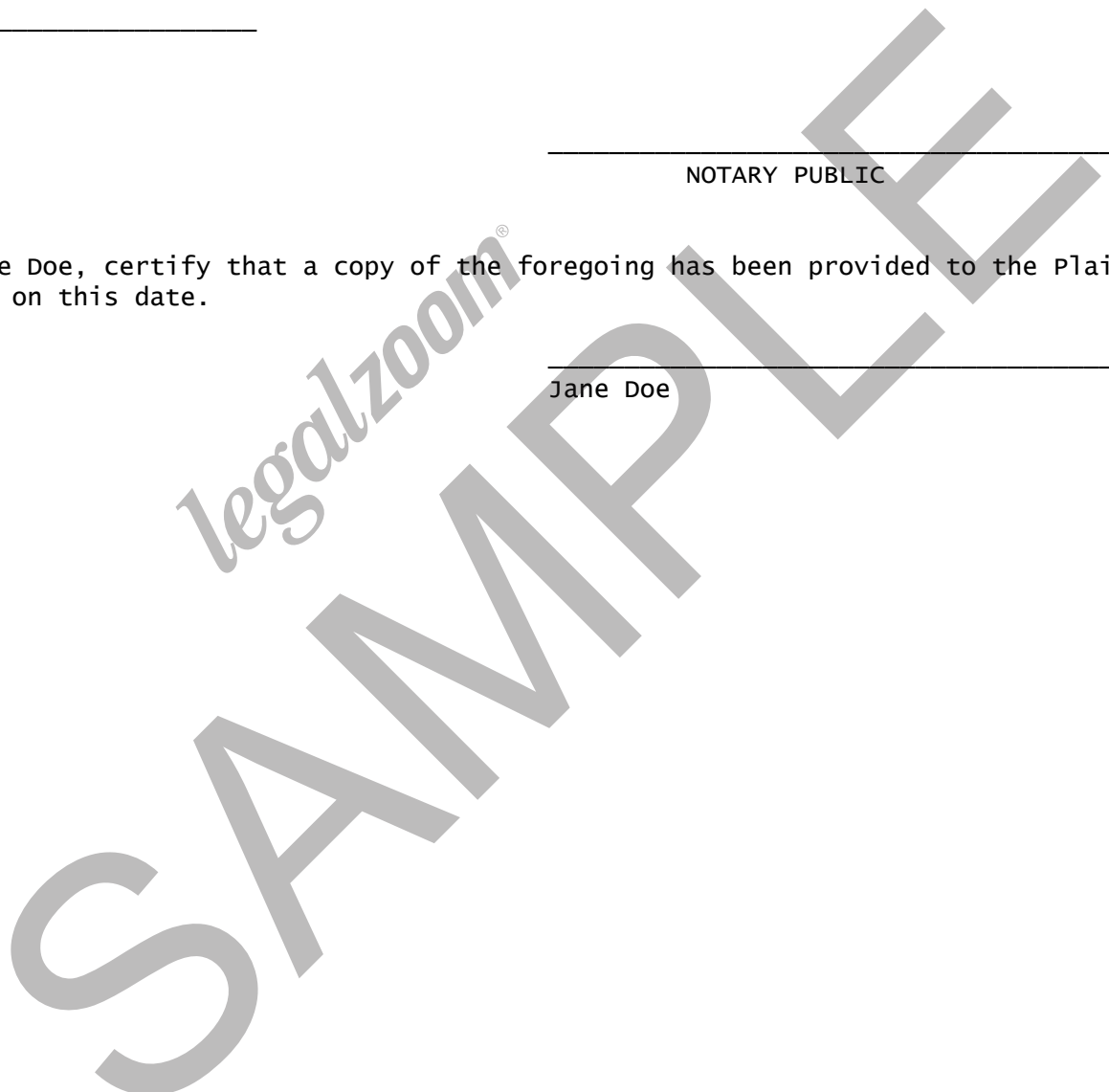
Sworn to before me this
day of _____, 20__

NOTARY PUBLIC

I, Jane Doe, certify that a copy of the foregoing has been provided to the Plaintiff, John Doe, on this date.

Date:

Jane Doe



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

-----X

John Doe

Plaintiff,

Index No.: _____

-against-

PART 130 CERTIFICATION

Jane Doe

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.

Date: _____

John Doe, Plaintiff, Pro Se

I, John Doe, certify that a copy of the foregoing Part 130 Certification has been forwarded by US Mail, postage prepaid, on this date to the Defendant, Jane Doe, at her address of record.

Date: _____

John Doe

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

-----X

John Doe

Plaintiff,

Index No.:

-against-

Jane Doe

Defendant.

**SWORN STATEMENT
OF REMOVAL OF
BARRIERS TO REMARRIAGE**

-----X

STATE OF NEW YORK }

ss:

COUNTY OF CENTRE }

I, John Doe, 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;

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.

Plaintiff's Signature

Subscribed and Sworn to
before me on

NOTARY PUBLIC

Affidavit of Service

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

Service of the within document is hereby acknowledged.

Jane Doe, Defendant

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

1

-----X

2

John Doe

3

Plaintiff,

Index No.:

-against-

**AFFIRMATION (AFFIDAVIT)
OF REGULARITY**

4

Jane Doe

Defendant.

-----X

5

STATE OF NEW YORK }

ss:

COUNTY OF CENTRE }

6

The undersigned, being duly sworn, deposes and says:

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

This is a matrimonial action.

The *Summons with Notice* **OR** *Summons and Verified Complaint* was personally served upon the Defendant herein, *within* **OR** *outside* the State of New York as appears in the affidavit of service submitted herewith.

7

Defendant has appeared *on his or her own behalf* **OR** *by the firm of:*
_____ *and executed an affidavit agreeing 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 state under the penalties of perjury that the statements herein made are true, except as to such statements as are based on information and belief, which statements I believe to be true.

8

Date: _____

John Doe, Plaintiff, Pro Se

Subscribed and Sworn to
before me on

NOTARY PUBLIC

II. EXPENSES: (You may elect to list all expenses on a weekly basis or all expenses on a monthly basis, however, you must be consistent. If any items are paid on a monthly basis, divide by 4.3 to obtain weekly payments; if any items are paid on a weekly basis, multiply by 4.3 to obtain monthly payment. Attach additional sheet, if needed. Items included under "Other" should be listed separately with separate dollar amounts.)

Expenses listed weekly monthly

(a) Housing	
1. Rent _____	4. Condominium charges _____
2. Mortgage and amortization _____	5. Cooperative apartment maintenance _____
3. Real estate taxes _____	
	Total: Housing \$ _____
(b) Utilities	
1. Fuel oil _____	4. Telephone _____
2. Gas _____	5. Water _____
3. Electricity _____	
	Total: Utilities \$ _____
(c) Food	
1. Groceries _____	5. Liquor/alcohol _____
2. School lunches _____	6. Home entertainment _____
3. Lunches at work _____	7. Other _____
4. Dining Out _____	
	Total: Food \$ _____
(d) Clothing	
1. Husband _____	3. Children _____
2. wife _____	4. Other _____
	Total: Clothing \$ _____
(e) Laundry	
1. Laundry at home _____	3. Other _____
2. Dry cleaning _____	
	Total: Laundry \$ _____
(f) Insurance	
1. Life _____	6. Medical plan _____
2. Homeowner's/tenant's _____	7. Dental plan _____
3. Fire, theft and liability _____	8. Optical plan _____
4. Automotive _____	9. Disability _____
5. Umbrella policy _____	10. worker's Compensation _____
	11. Other _____
	Total: Insurance \$ _____
(g) Unreimbursed medical	
1. Medical _____	5. Surgical, nursing, hospital _____
2. Dental _____	6. Other _____
3. Optical _____	
4. Pharmaceutical _____	Total: Unreimbursed medical \$ _____
(h) Household maintenance	
1. Repairs _____	5. Painting _____
2. Furniture, furnishings housewares _____	6. Sanitation/carting _____
3. Cleaning supplies _____	7. Gardening/landscaping _____
4. Appliances, including maintenance _____	8. Snow removal _____
	9. Extermination _____
	10. Other _____
	Total: Household maintenance \$ _____

(i) Household help

- 1. Babysitter _____
- 2. Domestic (housekeeper, maid, etc.) _____
- 3. Other _____

Total: Household help \$ _____

(j) Automotive

- Year: _____ Make: _____ Personal: ___ Business: ___
- Year: _____ Make: _____ Personal: ___ Business: ___
- Year: _____ Make: _____ Personal: ___ Business: ___

- 1. Payments _____
- 2. Gas and oil _____
- 3. Repairs _____
- 4. Car wash _____
- 5. Registration and license _____
- 6. Parking and tolls _____
- 7. Other _____

Total: Automotive \$ _____

(k) Educational

- 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. Tutoring _____
- 9. School events _____
- 10. Other _____

Total: Educational \$ _____

(l) Recreational

- 1. Summer camp _____
- 2. Vacations _____
- 3. Movies _____
- 4. Theatre, ballet, etc. _____
- 5. Video rentals _____
- 6. Tapes, CD's, etc. _____
- 7. Cable television _____
- 8. Team sports _____
- 9. Country club/pool club _____
- 10. Health club _____
- 11. Sporting goods _____
- 12. Hobbies _____
- 13. Music/dance lessons _____
- 14. Sports lessons _____
- 15. Birthday parties _____
- 16. Other _____

Total: Recreational \$ _____

(m) Income taxes

- 1. Federal _____
- 2. State _____
- 3. City _____
- 4. Social Security and Medicare _____

Total: Income taxes \$ _____

(n) Miscellaneous

- 1. Beauty parlor/barber _____
- 2. Beauty aids/cosmetics, drug items _____
- 3. Cigarettes/tobacco _____
- 4. Books, magazines, newspapers _____
- 5. Children's allowances _____
- 6. Gifts _____
- 7. Charitable contributions _____
- 8. Religious organization dues _____
- 9. Union and organization dues _____
- 10. Commutation and transportation _____
- 11. Veterinarian/pet expenses _____
- 12. Child support payments (prior marriage) _____
- 13. Alimony and maintenance payments (prior marriage) _____
- 14. Loan payments _____
- 15. Unreimbursed business expenses _____

Total: Miscellaneous \$ _____

(o) Other

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Total: Other \$ _____

TOTAL EXPENSES: \$ _____

III. GROSS INCOME: (State source of income and annual amount. Attach additional sheet, if needed).

(a) Salary or wages: (State whether income has changed during the year preceding date of this affidavit _____. If so, set forth name and address of all employers during preceding year and average weekly wage paid by each. Indicate overtime earnings separately. Attach previous year's W-2 or income tax return.)

- _____
- (b) weekly deductions:
 - 1. Federal tax _____
 - 2. New York State tax _____
 - 3. Local tax _____
 - 4. Social Security _____
 - 5. Medicare _____
 - 6. Other payroll deductions (specify) _____
- (c) Social Security number: _____
- (d) Number and names of dependents claimed: _____
- (e) Bonus, commissions, fringe benefits (use of auto, memberships, etc.) _____
- (f) Partnership, royalties, sale of assets (income and installment payments) _____
- (g) Dividends and interest (state whether taxable or not) _____
- (h) Real estate (income only) _____
- (i) Trust, profit sharing and annuities (principal distribution and income) _____
- (j) Pension (income only) _____
- (k) Awards, prizes, grants (state whether taxable) _____
- (l) Bequests, legacies and gifts _____
- (m) Income from all other sources _____ (including alimony, maintenance or child support from prior marriage)
- (n) Tax preference items:
 - 1. Long term capital gain deduction _____
 - 2. Depreciation, amortization or depletion _____
 - 3. Stock options -- excess of fair market value over amount paid _____
- (o) If any child or other member of your household is employed, set forth name and that person's annual income _____
- (p) Social Security _____
- (q) Disability benefits _____
- (r) Public assistance _____
- (s) Other _____

TOTAL INCOME: _____

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. Cash Accounts

Cash

- 1.1 a. Location _____
- b. Source of funds _____
- c. Amount _____

Total: Cash \$ _____ \$ _____

Checking Accounts

- 2.1 a. Financial institution _____
- b. Account number _____
- c. Title holder _____
- d. Date opened _____
- e. Source of Funds _____
- f. Balance _____ \$ _____

- 2.2 a. Financial institution _____
- b. Account number _____
- c. Title Holder _____
- d. Date opened _____
- e. Source of Funds _____
- f. Balance _____ \$ _____

Total: Checking \$ _____

Savings accounts (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 _____ \$ _____

- 3.2 a. Financial institution _____
- b. Account number _____
- c. Title holder _____
- d. Type of account _____
- e. Date opened _____
- f. Source of funds _____
- g. Balance _____ \$ _____

Total: Savings \$ _____

Security deposits, earnest money, etc.

- 4.1 a. Location _____
- b. Title owner _____
- c. Type of deposit _____
- e. Source of funds _____
- f. Date of deposit _____
- g. Amount _____ \$ _____

Total: Security Deposits, etc. \$ _____

Other

- 5.1 a. Location _____
- b. Title owner _____
- c. Type of account _____
- d. Source of funds _____
- e. Date of deposit _____
- f. Amount _____ \$ _____

Total: Other \$ _____

Total: Cash Accounts \$ _____

B. Securities

Bonds, notes, mortgages

- 1.1 a. Description of security _____
 - b. Title holder _____
 - c. Location _____
 - d. Date of acquisition _____
 - e. Original price or value _____
 - f. Source of funds to acquire _____
 - g. Current value _____ \$ _____
- Total: Bonds, notes, etc. \$ _____

Stocks, options and commodity contracts

- 2.1 a. Description of security _____
 - b. Title holder _____
 - c. Location _____
 - d. Date of acquisition _____
 - e. Original price or value _____
 - f. Source of funds to acquire _____
 - g. Current value _____ \$ _____
- 2.2 a. Description of security _____
 - b. Title holder _____
 - c. Location _____
 - d. Date of acquisition _____
 - e. Original price or value _____
 - f. Source of funds to acquire _____
 - g. Current value _____ \$ _____
- 2.3 a. Description of security _____
 - b. Title holder _____
 - c. Location _____
 - d. Date of acquisition _____
 - e. Original price or value _____
 - f. Source of funds to acquire _____
 - g. Current value _____ \$ _____
- Total: Stocks, options, etc. \$ _____

Broker margin accounts

- 3.1 a. Name and address of broker _____
 - b. Title holder _____
 - c. Date account opened _____
 - d. Original value of account _____
 - e. Source of funds _____
 - f. Current value _____ \$ _____
- Total: Margin accounts \$ _____

Total value of securities: \$ _____

C. Loans to others and accounts receivable

- 1.1 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. Current amount due _____ \$ _____

- 1.2 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. Current amount due _____ \$ _____
- Total: Loans and accounts receivable \$ _____

- D. Value of interest in any business
- 1.1 a. Name and address of business _____
 - b. Type of business (corporate, partnership, sole proprietorship or other) _____
 - c. Your capital contribution _____
 - d. Your percentage of interest _____
 - e. Date of acquisition _____
 - f. Original price or value _____
 - g. Source of funds to acquire _____
 - h. Method of valuation _____
 - i. Other relevant information _____
 - j. Current net worth of business _____ \$ _____
- Total: Value of business interest \$ _____

- E. Cash surrender value of life insurance
- 1.1 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 funding to acquire _____
 - h. Current cash surrender value _____ \$ _____
- Total: Value of life insurance \$ _____

- F. Vehicles (automobile, boat, plane, truck, camper, etc.)
- 1.1 a. Description _____
 - b. Title owner _____
 - c. Date of acquisition _____
 - d. Original price _____
 - e. Source of funds to acquire _____
 - f. Amount of current lien unpaid _____
 - g. Current fair market value _____ \$ _____
- 1.2 a. Description _____
 - b. Title owner _____
 - c. Date of acquisition _____
 - d. Original price _____
 - e. Source of funds to acquire _____
 - f. Amount of current lien unpaid _____
 - g. Current fair market value _____ \$ _____
- Total: Value of Vehicles \$ _____

G. Real estate (including real property, leaseholds, life estates, etc. at market value -- do not deduct any mortgage)

- 1.1 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. Estimated current market value _____ \$ _____
 - 1.2 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. Estimated current market value _____ \$ _____
 - 1.3 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. Estimated current market value _____ \$ _____
- Total: value of real estate \$ _____

H. Vested interests in trusts (pension, profit sharing, legacies, deferred compensation and others)

- 1.1 a. Description of trust _____
 - b. Location of assets _____
 - c. Title owner _____
 - d. Date of acquisition _____
 - e. Original investment _____
 - f. Source of funds _____
 - g. Amount of unpaid liens _____
 - h. Current value _____ \$ _____
 - 1.2 a. Description of trust _____
 - b. Location of assets _____
 - c. Title owner _____
 - d. Date of acquisition _____
 - e. Original investment _____
 - f. Source of funds _____
 - g. Amount of unpaid liens _____
 - h. Current value _____ \$ _____
- Total: vested interest in trusts \$ _____

I. Contingent interests (stock options, interests subject to life estates, prospective inheritances, etc.)

- 1.1 a. Description _____
 - b. Location _____
 - c. Date of vesting _____
 - d. Title owner _____
 - e. Date of acquisition _____
 - f. Original price or value _____
 - g. Source of funds to acquire _____
 - h. Method of valuation _____
 - i. Current value _____ \$ _____
- Total: Contingent interests \$ _____

J. Household furnishings

- 1.1 a. Description _____
- b. Location _____
- c. Title owner _____
- d. Original price _____
- e. Source of funds to acquire _____
- f. Amount of lien unpaid _____
- g. Current value _____

\$ _____
 Total: Household furnishings \$ _____

K. Jewelry, art, antiques, precious objects, gold and precious metals (only if valued at more than \$500)

- 1.1 a. Description _____
- b. Title owner _____
- c. Location _____
- d. Original price or value _____
- e. Source of funds to acquire _____
- f. Amount of lien unpaid _____
- g. Current value _____

\$ _____

- 1.2 a. Description _____
- b. Title owner _____
- c. Location _____
- d. Original price or value _____
- e. Source of funds to acquire _____
- f. Amount of lien unpaid _____
- g. Current value _____

\$ _____

Total: Jewelry, art, etc.: \$ _____

L. Other (e.g., tax shelter investments, collections, judgments, causes of action, patents, trademarks, copyrights, and any other asset not hereinabove itemized)

- 1.1 a. Description _____
- b. Title owner _____
- c. Location _____
- d. Original price or value _____
- e. Source of funds to acquire _____
- f. Amount of lien unpaid _____
- g. Current value _____

\$ _____

- 1.2 a. Description _____
- b. Title owner _____
- c. Location _____
- d. Original price or value _____
- e. Source of funds to acquire _____
- f. Amount of lien unpaid _____
- g. Current value _____

\$ _____

Total: Other \$ _____

TOTAL: ASSETS \$ _____

V. LIABILITIES

A. 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 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 current debt _____ \$ _____

1.3 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 current debt _____ \$ _____

1.4 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 current debt _____ \$ _____

1.5 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 current debt _____ \$ _____

Total: Accounts payable \$ _____

B. Notes payable

1.1 a. Name and address of note holder _____
 b. Debtor _____
 c. Amount of original debt _____
 d. Date of incurring debt _____
 e. Purpose _____
 f. Monthly or other periodic payment _____
 g. Amount of current debt _____ \$ _____

1.2 a. Name and address of note holder _____
 b. Debtor _____
 c. Amount of original debt _____
 d. Date of incurring debt _____
 e. Purpose _____
 f. Monthly or other periodic payment _____
 g. Amount of current debt _____ \$ _____

Total: Notes payable \$ _____

C. Installment accounts payable (security agreements, chattel mortgages)

- 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 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 current debt _____ \$ _____

Total: Installment accounts \$ _____

D. Brokers' margin accounts

- 1.1 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 current debt _____ \$ _____

Total: Brokers' margin accounts \$ _____

E. Mortgages payable on real estate

- 1.1 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 current debt _____ \$ _____

- 1.2 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 current debt _____ \$ _____

Total: Mortgages payable \$ _____

F. Taxes payable

- 1.1 a. Description of tax _____
 b. Amount of tax _____
 c. Date due _____

Total: Taxes payable \$ _____

G. Loans on life insurance policies

- 1.1 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 current debt _____ \$_____
- Total: Life insurance loans \$_____

H. Other liabilities

- 1.1 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 current debt _____ \$_____
 - 1.2 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 current debt _____ \$_____
- Total: Other liabilities \$_____

TOTAL LIABILITIES: \$_____

NET WORTH

TOTAL ASSETS: \$_____

TOTAL LIABILITIES: (minus) (\$_____)

NET WORTH: \$_____

VI. ASSETS TRANSFERRED: (List all assets transferred in any manner during the preceding three years, or length of the marriage, whichever is shorter [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. SUPPORT REQUIREMENTS:

(a) Deponent is at present (paying)(receiving) \$_____ per (week)(month), and prior to separation (paid)(received) \$_____ per (week)(month) to cover expenses for _____

These payments are being made (voluntarily)(pursuant to court order or judgment)(pursuant to separation agreement), and there are (no) arrears outstanding (in the sum of \$_____ to date).

(b) Deponent requests for support of each child \$_____ per (week)(month). Total for children \$_____.

(c) Deponent requests for support of self \$_____ per (week)(month).

(d) The day of the (week)(month) on which payment should be made is _____.

VIII. COUNSEL FEE REQUIREMENTS:

(a) Deponent requests for counsel fee and disbursements the sum of _____.

(b) Deponent has paid counsel the sum of \$_____ and has agreed with counsel concerning fees as follows:

(c) There is (not) a retainer agreement or written agreement relating to payment of legal fees. (A copy of any such agreement must be annexed.)

IX. ACCOUNTANT AND APPRAISAL FEES REQUIREMENTS:

(a) Deponent requests for accountants' fees and disbursements the sum of \$_____. (Include basis for fee, e.g., hourly rate, flat rate)

(b) Deponent requests for appraisal fees and disbursements the sum of \$_____. (Include basis for fee, e.g., hourly rate, flat rate)

(c) Deponent requires the services of an accountant for the following reasons:

(d) Deponent requires the services of an appraiser for the following reasons:

X. 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 part hereof, have been carefully read by the undersigned who states that they are true and correct.

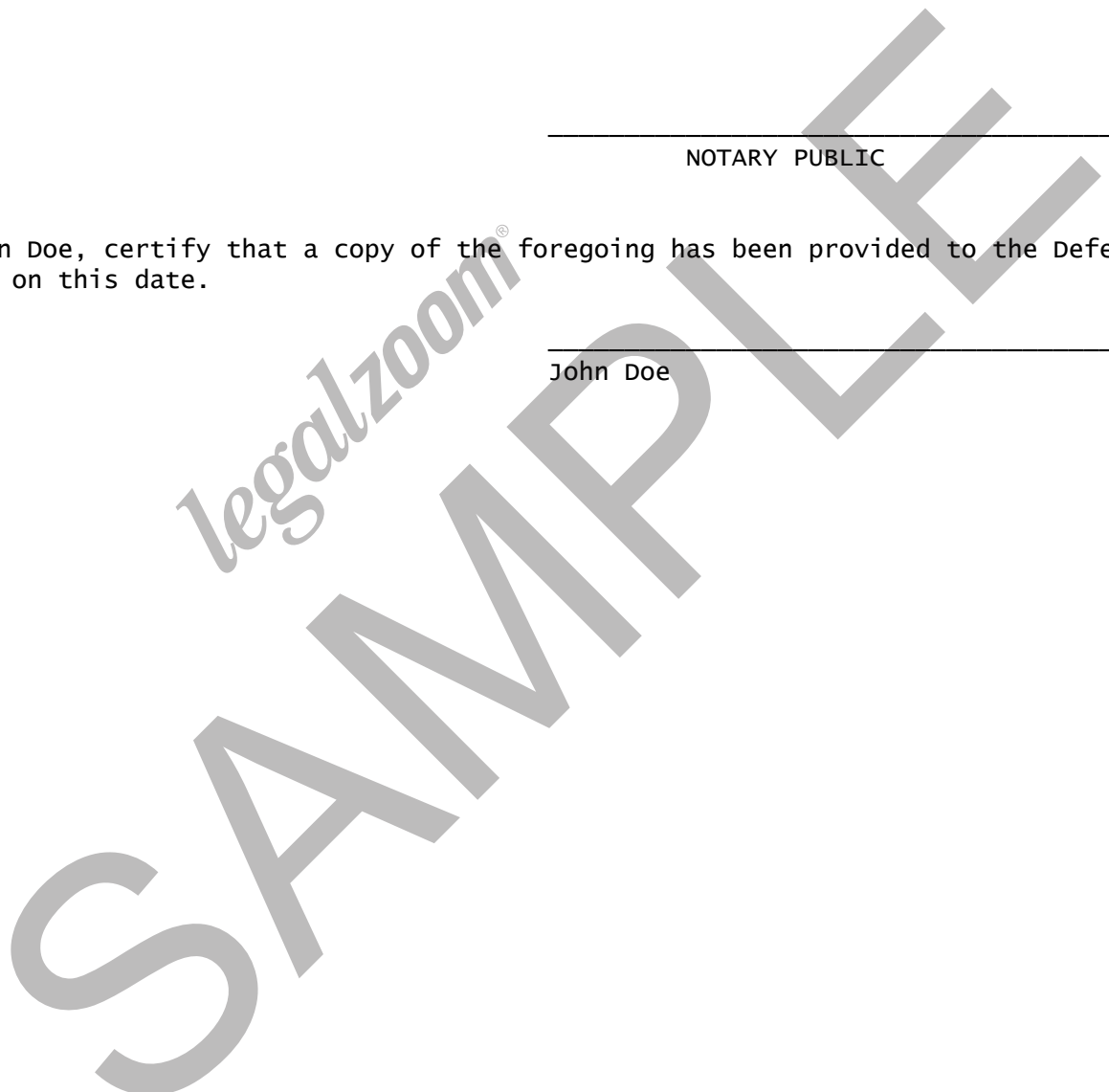
John Doe

Sworn to before me this
__day of_____, 20__

NOTARY PUBLIC

I, John Doe, certify that a copy of the foregoing has been provided to the Defendant, Jane Doe, on this date.

Date: _____
John Doe



SUPREME COURT:

COUNTY OF ERIE

John Doe vs. Jane Doe

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.

NOTE OF ISSUE - UNCONTESTED DIVORCE

For Use of Clerk

**1 SUPREME COURT OF THE STATE OF NEW YORK
2 COUNTY OF ERIE**

3 *John Doe* -----X

Plaintiff,

Index No.:

- against -

Calendar No.:

4 *Jane Doe*

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:
123 Main Street
State College, New York 16803

Phone No.: (323) 962-8600
Fax No.:

13 *Defendant* **OR** *Attorney(s) for Defendant*

Office and P.O. Address:
123 Main Street
Tonawanda, New York 14150

Phone No.: (323) 962-8600
Fax No.:

1 At the Matrimonial/IAS Part _____
2 of New York State Supreme Court at
3 the Courthouse, Erie
County, on _____

4 Present:

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

5 **John Doe**

Plaintiff,

-against-

Index No.:

Calendar No.:

**FINDINGS OF FACT
AND
CONCLUSIONS OF LAW**

7 **Jane Doe**

Defendant.

8 The issues of this action having *been submitted to* **OR** *been heard* before me as
one of the *Justices/Referee* of this Court at Part _____ hereof, held in and for the County of Erie
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

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

10

SECOND:

A) The *Plaintiff* *Defendant* has resided in New York State for a continuous period in excess of two years immediately preceding the commencement of this 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 husband or wife 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 June 12, 2010 in the City, Town or Village of Rochester, County of Monroe, State or Country of New York; 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. 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 *husband / wife*, 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 was confined in _____ prison on the _____ day of _____, _____, and has 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 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 _____ in the Office of the Clerk of the County of _____, wherein *Plaintiff /*

- (c) *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:**

A) The parties have entered into an agreement dated _____, wherein the parties agreed that *Plaintiff* *Defendant* will receive maintenance in the sum of \$_____ *per week* *bi-weekly* *per month* _____ 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

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

B) The court has determined that *Plaintiff* *Defendant* will pay maintenance to *Plaintiff* *Defendant* in the sum of \$_____ *per week* *bi-weekly* *per month* _____, for a period of _____; commencing on _____, and expiring on _____. In making such award, the court has considered the factors contained in DRL § 236 (B)(6)(a), which are incorporated herein by reference. The court has set forth the reasons for its

decision in a writing.

=====OR=====

C) *The plaintiff has requested* *The parties have agreed* that the existing _____ County _____ Court order(s) issued under *Index No.* _____ *Docket No.* _____ continue as to maintenance, and that the payments for maintenance shall continue.

=====OR=====

D) *Neither party seeks maintenance.*
 The Court has denied the request for maintenance.

19 **ELEVENTH:** The 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 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). OR The award of child support is based upon the following:

(A) The 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 applicable child support percentage is 17/25/29/31/35 %. The combined basic child support obligation attributable to both parents is _____ per year on income to \$136,000 and _____ per year on income over \$136,000. 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 to \$136,000 is _____ per year or _____ *per week* *bi-weekly* *per month*. The non-custodial parent's pro rata share of the child support obligation on combined income over \$136,000 is _____ per year or _____ *per week* *bi-weekly* *per month*. The non-custodial parent's pro rata share of future health care expenses not covered by insurance, child care expenses, educational or other extraordinary expenses is _____%.

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 \$136,000. The parties have agreed that health care expenses not covered by insurance shall be paid by Plaintiff **OR** Defendant in the amount of _____ per week **OR** bi-weekly **OR** per month **OR** _____% of the uncovered expenses. The parties have agreed that child care expenses shall be paid by Plaintiff **OR** Defendant to Plaintiff **OR** Defendant in the amount of _____ per week **OR** bi-weekly **OR** per month **OR** _____% of said child care expenses. The parties have agreed that educational and extraordinary expenses shall be paid by Plaintiff **OR** Defendant to Plaintiff **OR** Defendant in the amount of _____ per week **OR** bi-weekly **OR** per month **OR** _____% of said educational and extraordinary 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** 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:

22 **FOURTEENTH:** The Plaintiff's address is 123 Main Street, State College, New York 16803, and social security number is _____. The Defendant's address is 123 Main Street, Tonawanda, New York 14150, and social security number is _____.

23 There are no unemancipated children. **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:

Plaintiff

Defendant

Group Health Plan: _____
Address: _____
Identification Number: _____
Plan Administrator: _____
Type of Coverage: _____

Group Health Plan: _____
Address: _____
Identification Number: _____
Plan Administrator: _____
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). _____.

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

26 **SEVENTEENTH:** Compliance with DR1 § 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:

All ancillary issues, including payment of counsel and expert fees, if any, were:

- not presented for determination*
- determined by the Court*
- settled by written settlement/separation agreement*
- settled by oral settlement agreement on the record*

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)(1) have been satisfied.

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

FIFTH: 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.

28

SIXTH: *Plaintiff* **OR** *Defendant* is entitled to a judgment of divorce on the grounds of DRL §170 subd.(7) and granting the incidental relief awarded.

29

Dated: _____

J.S.C./Referee

1
2
3

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

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

5
6 **John Doe** Index No.: _____
Plaintiff, Calendar No.: _____
-against- Social Security No.: _____

JUDGMENT OF DIVORCE

7 **Jane Doe**
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 CIRCUMSTANES; 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 **OR** *admitted service*
in the Affidavit of Defendant.

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 123 Main Street, State College, New York 16803, and social security number is _____. The Defendant's address is 123 Main Street, Tonawanda, New York 14150, and social security number is _____.

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

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

17 **ORDERED, ADJUDGED AND DECREED** that the marriage between John Doe, plaintiff, and Jane Doe, defendant, is hereby dissolved by reason of:

(a) the cruel and inhuman treatment of Plaintiff by Defendant **OR** Defendant by Plaintiff pursuant to DRL §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 DRL §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 DRL §170(3); and/or

(d) the commission of an act of adultery by Plaintiff **OR** Defendant, pursuant to DRL §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 DRL §170(5); and/or

- (f) the parties having lived separate and apart pursuant to a Separation Agreement dated _____ in compliance with the provisions of DRL §170(6); and
- (g) the relationship between Plaintiff and Defendant has broken down irretrievably as of August 1, 2013 and continuing on for a period of more than six (6) months in compliance with the provisions of DRL §170(7).

18 **The requirements of DRL §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* **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 DRL §240 1 (a-1) (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* **OR** *maintenance* shall continue, and a copy of this judgment shall be served by *Plaintiff* **OR** *Defendant* upon the Clerk of the _____ County _____ Court within _____ days of its entry;

OR *There are no court orders with regard to custody, visitation or maintenance 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, 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. *Plaintiff* **OR** *Defendant* shall serve a copy of this Judgment upon the Clerk of the _____ County, _____ Court within _____ days of its entry; **OR** *There are no orders from other courts to be continued;* and it is further

23 **ORDERED AND ADJUDGED** that:

A) Pursuant to the *agreement of the parties* *Court's decision* the *Plaintiff* *Defendant* shall pay to *Plaintiff* *Defendant* the sum of \$ _____ *per week* *bi-weekly* *per month* _____ as and for maintenance: *payments to be made as set forth in the agreement;*

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

Payments 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;

and it is further;

24 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 child(ren), namely:

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

the sum of \$ _____ per week **OR** bi-weekly **OR** per month, commencing on _____, and to be paid directly to Plaintiff **OR** Defendant **OR** third party, namely: _____, **OR** through the

_____ County Support Collection Unit located at _____, 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. Such Agreement is in compliance with DRL §240(1-b)(h) because:

The parties have been advised of the provisions of DRL 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 DRL 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; and it is further

OR *This provision is not applicable.*

25 **ORDERED AND ADJUDGED** that *Plaintiff* **OR** *Defendant* shall pay to *Plaintiff* **OR** *Defendant* **OR** *third party*, namely: _____ as and for child care expenses, pursuant to written agreement of the parties **OR** the court's decision.

OR *Not applicable*; and it is further

26 **ORDERED AND ADJUDGED** that *Plaintiff* **OR** *Defendant* shall pay to *Plaintiff* **OR** *Defendant* **OR** *third party*, namely: _____, as and for future reasonable health care, pursuant to written agreement of the parties **OR** the court's decision

OR *Not applicable*; and it is further

ORDERED AND ADJUDGED that *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: _____, education expenses of the children 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 **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, and this Court retains jurisdiction of this matter concurrently with the Family Court for the purposes of specifically enforcing such of the provisions of said Agreement as are capable of specific enforcement to the extent permitted by law with regard to maintenance, child support, custody and/or visitation, and of making such further judgment as it finds appropriate under the circumstances existing at the time application for that purpose is made to it, or both; and it is further

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

31 **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

32 **ORDERED AND ADJUDGED** that, *pursuant to this Court's direction* **OR** *pursuant*

to the parties' agreement, this Court shall issue an income deduction order simultaneously herewith **OR** *Not applicable*; and it is further

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

34 ORDERED AND ADJUDGED that *Plaintiff* **OR** *Defendant* is authorized to resume use of the prior surname Jane Eod.

35 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

36 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.

37 Dated:

ENTER:

J.S.C./Referee

New York State Department of Health CERTIFICATE OF DISSOLUTION OF MARRIAGE

TYPE, OR
PRINT IN
PERMANENT
BLACK INK

4

9

11

15

23

Wife/Husband/Spouse	1. NAME: FIRST John			MIDDLE	LAST Doe			1A. SOCIAL SECURITY NUMBER							
	2. DATE OF BIRTH Month Day Year 11 16 1982			3. STATE OF BIRTH (COUNTRY IF NOT USA) New York		4A. RESIDENCE: STATE New York		4B. COUNTY Centre		4C. LOCALITY (CHECK ONE AND SPECIFY) <input checked="" type="checkbox"/> CITY OF <input type="checkbox"/> VILLAGE OF <input type="checkbox"/> TOWN OF State College					
	4D. STREET AND NUMBER OF RESIDENCE (INCLUDE ZIP CODE) 123 Main Street, State College, New York 16803						4E. IF CITY OR VILLAGE, IS RESIDENCE WITHIN CITY OR VILLAGE LIMITS? YES NO <input checked="" type="checkbox"/> <input type="checkbox"/> IF NO, SPECIFY TOWN:								
	5A. ATTORNEY - NAME John Doe, Pro Se					5B. ADDRESS (INCLUDE ZIP CODE) 123 Main Street, State College, New York 16803									
Wife/Husband/Spouse	6A. NAME: FIRST Jane			MIDDLE	LAST Doe			6B. MAIDEN Eod		6C. SOCIAL SECURITY NUMBER					
	7. DATE OF BIRTH Month Day Year 03 24 1983			8. STATE OF BIRTH (COUNTRY IF NOT USA) New York		9A. RESIDENCE: STATE New York		9B. COUNTY Erie		9C. LOCALITY (CHECK ONE AND SPECIFY) <input checked="" type="checkbox"/> CITY OF <input type="checkbox"/> VILLAGE OF <input type="checkbox"/> TOWN OF Tonawanda					
	9D. STREET AND NUMBER OF RESIDENCE (INCLUDE ZIP CODE) 123 Main Street, Tonawanda, New York 14150						9E. IF CITY OR VILLAGE, IS RESIDENCE WITHIN CITY OR VILLAGE LIMITS? YES NO <input checked="" type="checkbox"/> <input type="checkbox"/> IF NO, SPECIFY TOWN:								
	10A. ATTORNEY - NAME Jane Doe, Pro Se					10B. ADDRESS (INCLUDE ZIP CODE) 123 Main Street, Tonawanda, New York 14150									
11A. PLACE OF THIS MARRIAGE - CITY, TOWN OR VILLAGE Rochester				11B. COUNTY Monroe			11C. STATE (COUNTRY IF NOT USA) New York								
12A. DATE OF THIS MARRIAGE Month Day Year 06 12 2010			12B. APPROXIMATE DATE COUPLE SEPARATED Month Year 08 2013		13A. NUMBER OF CHILDREN EVER BORN ALIVE OF THIS MARRIAGE (SPECIFY) 0			13B. NUMBER OF CHILDREN UNDER 18 IN THIS FAMILY (SPECIFY) 0							
14A. I CERTIFY THAT A DECREE OF DISSOLUTION OF THE ABOVE MARRIAGE WAS RENDERED ON Month Day Year						14B. DATE OF ENTRY Mon th Year			14C. TYPE OF DECREE - DIVORCE, ANNULMENT, OTHER DISSOLUTION (SPECIFY) Divorce						
						14D. COUNTY OF DECREE Erie					14E. TITLE OF COURT Erie County Courthouse				
						14F. SIGNATURE OF COUNTY CLERK v									

CONFIDENTIAL INFORMATION

HUSBAND	15. RACE: WHITE, BLACK, AMERICAN INDIAN, OTHER (SPECIFY) Caucasian		16. NUMBER OF THIS MARRIAGE - FIRST, SECOND, ETC. (SPECIFY) First		17. IF PREVIOUSLY MARRIED HOW MANY ENDED BY A. DEATH NUMBER 0 NONE <input checked="" type="checkbox"/>		B. DIVORCE OR ANNULMENT NUMBER 0 NONE <input checked="" type="checkbox"/>		18. EDUCATION: INDICATE HIGHEST GRADE COMPLETED ONLY ELEMENTARY HIGH SCHOOL COLLEGE 0 1 2 3 4 5 6 7 8 1 2 3 4 1 2 3 4 5+ <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>									
	WIFE	15. RACE: WHITE, BLACK, AMERICAN INDIAN, OTHER (SPECIFY) Caucasian		16. NUMBER OF THIS MARRIAGE - FIRST, SECOND, ETC. (SPECIFY) First		21. IF PREVIOUSLY MARRIED HOW MANY ENDED BY A. DEATH NUMBER 0 NONE <input checked="" type="checkbox"/>		B. DIVORCE OR ANNULMENT NUMBER 0 NONE <input checked="" type="checkbox"/>		22. EDUCATION: INDICATE HIGHEST GRADE COMPLETED ONLY ELEMENTARY HIGH SCHOOL COLLEGE 0 1 2 3 4 5 6 7 8 1 2 3 4 1 2 3 4 5+ <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>								
23. PLAINTIFF - HUSBAND, WIFE, OTHER (SPECIFY) Husband				24. DECREE GRANTED TO HUSBAND, WIFE, OTHER (SPECIFY) Husband				25. LEGAL GROUNDS FOR DECREE (SPECIFY) Relationship Irretrievably Broken										

QR

QS

26. SIGNATURE OF PERSON PREPARING CERTIFICATE v		ATTORNEY AT LAW
---	--	-----------------

NOTE: Social Security Numbers of the husband and wife are mandatory. They are required by New York State Public Health Law Section 4139 and 42 U.S.C. 666(a). They may be use for child support enforcement purposes.

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

-----X

John Doe

Plaintiff,

Index No.:

-against-

NOTICE OF SETTLEMENT

Jane Doe

Defendant.

-----X

PLEASE TAKE NOTICE that the annexed Proposed Judgment of Divorce, of which is a true copy, will be presented for signature to the Supreme Court Clerk's Office at 25 Delaware Avenue, Buffalo, New York 14202 on the _____ of _____, 20__.

Date: _____

John Doe, Plaintiff, Pro Se
123 Main Street
State College, New York 16803
(323) 962-8600

TO:

Jane Doe, Defendant, Pro Se
123 Main Street
Tonawanda, New York 14150
(323) 962-8600

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

-----X

John Doe

Plaintiff,

Index No.:

-against-

NOTICE OF ENTRY

Jane Doe

Defendant.

-----X

PLEASE TAKE NOTICE that the attached is a true copy of a judgment of divorce in this matter that was entered in the Office of the County Clerk of Erie County, on the _____ of _____, 20__.

Date: _____

Plaintiff, John Doe, Pro Se
123 Main Street
State College, New York 16803
(323) 962-8600

TO:

Jane Doe, Defendant, Pro Se
123 Main Street
Tonawanda, New York 14150
(323) 962-8600

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

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

4 -----X

6 John Doe
Plaintiff,

-against-

7
8 Jane Doe
Defendant.

-----X

SUMMONS WITH NOTICE

Plaintiff/Defendant resides at:
123 Main Street
Tonawanda, New York 14150

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.: (323) 962-8600
Address: 123 Main Street
State College, New York 16803

13 **NOTICE:** The nature of this action is to dissolve the marriage between the parties, on the
grounds: ****DRL §170 subd.(7)** - _____

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;
 - 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

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

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

(1) Neither party shall 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) 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, 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.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

1

-----X

2

John Doe

3

Plaintiff,

Index No.: _____

-against-

AFFIDAVIT OF PLAINTIFF

4

Jane Doe

Defendant.

-----X

5

STATE OF NEW YORK }

ss:

COUNTY OF CENTRE }

6

John Doe being duly sworn, says:

7

1. The Plaintiff's address is 123 Main Street, State College, New York 16803,
and social security number is _____. The Defendant's address is 123 Main
Street, Tonawanda, New York 14150, 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 June 12, 2010, in the City, Town or Village of Rochester, County of Monroe, State or Country of New York. 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 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).

11 4. There is (are) 0 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

Group Health Plan: _____
Address: _____
Identification Number: _____
Plan Administrator: _____
Type of Coverage: _____

Defendant

Group Health Plan: Bluecross Blueshield Of Western New York
Address: 321 Elm Street, Buffalo, New York 14202
Identification Number: YJP55555555
Plan Administrator: Child and Family Services
Type of Coverage: Medical

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 Separatio(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.

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;
- 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 below:

- that 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 by written Agreement or are specified above and in the Summons with Notice or Summons and Complaint and are to be determined by the court and incorporated into the judgment of divorce.

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

-----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 / Defendant's affidavit* 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 of Service" of Summons and Complaint / Summons With Notice is a photograph. It is a fair and accurate representation of the Defendant.*
- 20 11A. I am not the custodial parent of the unemancipated child(*ren*) of the marriage (see definition on page 7 of the Instructions).

OR

- 11B. I am the 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 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) or (4) is selected, the Support Collection Unit Information Sheet (Form UD-8a) should be completed and presented with your papers.

21 Plaintiff's OR Defendant's prior surname is: Jane Eod

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

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

22 Subscribed and Sworn to before me on

Plaintiff's Signature

NOTARY PUBLIC

REQUEST FOR JUDICIAL INTERVENTION

UCS-840 (3/2011)

Supreme COURT, COUNTY OF ERIE

Index No: _____ Date Index Issued: _____

For Court Clerk Use Only:

IAS Entry Date

Judge Assigned

RJI Date

CAPTION: Enter the complete case caption. Do not use et al or et ano. If more space is required, attach a caption rider sheet.

John Doe

Plaintiff(s)/Petitioner(s)

-against-

Jane Doe

Defendant(s)/Respondent(s)

NATURE OF ACTION OR PROCEEDING: Check ONE box only and specify where indicated.

MATRIMONIAL

- Contested
 Uncontested

NOTE: For all Matrimonial actions where the parties have children under the age of 18, complete and attach the **MATRIMONIAL RJI Addendum**.

TORTS

- Asbestos
 Breast Implant
 Environmental: _____ (specify)
- Medical, Dental, or Podiatric Malpractice
 Motor Vehicle
 Products Liability: _____ (specify)
- Other Negligence: _____ (specify)
- Other Professional Malpractice: _____ (specify)
- Other Tort: _____ (specify)

OTHER MATTERS

- Certificate of Incorporation/Dissolution [see **NOTE** under Commercial]
 Emergency Medical Treatment
 Habeas Corpus
 Local Court Appeal
 Mechanic's Lien
 Name Change
 Pistol Permit Revocation Hearing
 Sale or Finance of Religious/Not-for-Profit Property
 Other: _____ (specify)

COMMERCIAL

- Business Entity (including corporations, partnerships, LLCs, etc.)
 Contract
 Insurance (where insurer is a party, except arbitration)
 UCC (including sales, negotiable instruments)
 Other Commercial: _____ (specify)

NOTE: For Commercial Division assignment requests [22 NYCRR § 202.70(d)], complete and attach the **COMMERCIAL DIV RJI Addendum**.

REAL PROPERTY: How many properties does the application include? _____

- Condemnation
 Foreclosure
Property Address: _____
Street Address City State Zip
- NOTE:** For Foreclosure actions involving a one- to four-family, owner-occupied, residential property, or an owner-occupied condominium, complete and attach the **FORECLOSURE RJI Addendum**.
- Tax Certiorari - Section: _____ Block: _____ Lot: _____
 Other Real Property: _____ (specify)

SPECIAL PROCEEDINGS

- CPLR Article 75 (Arbitration) [see **NOTE** under Commercial]
 CPLR Article 78 (Body or Officer)
 Election Law
 MHL Article 9.60 (Kendra's Law)
 MHL Article 10 (Sex Offender Confinement-Initial)
 MHL Article 10 (Sex Offender Confinement-Review)
 MHL Article 81 (Guardianship)
 Other Mental Hygiene: _____ (specify)
- Other Special Proceeding: _____ (specify)

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 w/notice been filed?

If yes, date filed: _____

Is this action/proceeding being filed post-judgment?

If yes, judgment date: _____

NATURE OF JUDICIAL INTERVENTION: Check ONE box only AND enter additional information where indicated.

- Infant's Compromise
- Note of Issue and/or Certificate of Readiness
- Notice of Medical, Dental, or Podiatric Malpractice Date Issue Joined: _____
- Notice of Motion Relief Sought: _____ Return Date: _____
- Notice of Petition Relief Sought: _____ Return Date: _____
- Order to Show Cause Relief Sought: _____ Return Date: _____
- Other Ex Parte Application Relief Sought: _____
- Poor Person Application
- Request for Preliminary Conference
- Residential Mortgage Foreclosure Settlement Conference
- Writ of Habeas Corpus
- Other (specify): _____

RELATED CASES: List any related actions. For Matrimonial actions, include any related criminal and/or Family Court cases. If additional space is required, complete and attach the **RJI Addendum**. If none, leave blank.

Case Title	Index/Case No.	Court	Judge (if assigned)	Relationship to Instant Case

PARTIES: If additional space is required, complete and attach the **RJI Addendum**. For parties without an attorney, check "Un-Rep" box AND enter party address, phone number and e-mail address in "Attorneys" space.

Un-Rep	Parties:	Attorneys:	Issue Joined (Y/N):	Insurance Carrier(s):
<input type="checkbox"/>	List parties in caption order and indicate party role(s) (e.g. defendant; 3rd-party plaintiff).	Provide name, firm name, business address, phone number and e-mail address of all attorneys that have appeared in the case.	<input type="radio"/> YES <input type="radio"/> NO	
	Last Name First Name Primary Role: Secondary Role (if any):	Last Name Firm Name Street Address City State Zip Phone Fax e-mail	<input type="radio"/> YES <input type="radio"/> NO	
<input type="checkbox"/>	Last Name First Name Primary Role: Secondary Role (if any):	Last Name Firm Name Street Address City State Zip Phone Fax e-mail	<input type="radio"/> YES <input type="radio"/> NO	
<input type="checkbox"/>	Last Name First Name Primary Role: Secondary Role (if any):	Last Name Firm Name Street Address City State Zip Phone Fax e-mail	<input type="radio"/> YES <input type="radio"/> NO	
<input type="checkbox"/>	Last Name First Name Primary Role: Secondary Role (if any):	Last Name Firm Name Street Address City State Zip Phone Fax e-mail	<input type="radio"/> YES <input type="radio"/> NO	

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

Dated: _____

N/A

ATTORNEY REGISTRATION NUMBER

SIGNATURE
John Doe

PRINT OR TYPE NAME

These are sample documents for the State of New York. Actual content differs by state and may vary based on your answers to the LegalZoom questionnaire.

Your answers to the LegalZoom questionnaire have not been applied to these sample documents so they are not fit for use.

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SAMPLE