

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

-----X  
PATTY PLAINTIFF,

Index No. 12345/2022

Plaintiff,

-against-

**SUMMONS**

DANIEL DEFENDANT,

Defendant.

-----X

**ACTION FOR DIVORCE**

To the above named Defendant:

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action, and to serve a copy of your answer to the complaint on plaintiff's attorneys, within twenty days after the service of this summons, exclusive of the day of service, or within thirty days after service is complete if this summons is not delivered personally to you within the State of New York. If you fail to answer this complaint, judgment will be taken against you by default for the relief set forth in the complaint, together with the costs of this action.

Plaintiff designates Nassau County as the place of trial.

The basis of the designated venue is that this is the county designated by the plaintiff, pursuant to CPLR 503(a) and CPLR 509.

**WARNING: UPON YOUR FAILURE TO APPEAR, JUDGMENT WILL BE TAKEN AGAINST YOU BY DEFAULT FOR THE RELIEF SOUGHT.**

Dated: Anywhere, New York  
September 4, 2023

/s/ Sydney Kerin, Esq.  
Kerin & Charles, PC  
Attorneys for Plaintiff  
123 Fitchburg Avenue  
Anywhere, New York 11716  
631-555-1212  
s.kerrin@kc.com

To:

Daniel Defendant  
666 Miserable Way  
Medford, New York 11784

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

-----X  
PATTY PLAINTIFF,

Index No. 12345/2022

Plaintiff,

-against-

**VERIFIED COMPLAINT**

DANIEL DEFENDANT,

Defendant.

-----X

Plaintiff, by and through her attorneys, Kerin & Charles, PC, alleges as follows:

1. Both parties are over the age of 18 years.
2. Venue and jurisdiction are proper and appropriate in this Court pursuant to DRL 230(1): The parties were married in New York, plaintiff or defendant is a resident, and plaintiff or defendant has been a resident for a continuous period of one year immediately preceding the commencement of this action.
3. The plaintiff and the defendant were married on June 10, 2010, in Southampton, New York.
4. The marriage was not performed by a clergyman, minister or by a leader of the Society for Ethical Culture.
5. There are two children of the marriage, to wit: Bobby Boy Child, born on May 21, 2013, whose Social Security number is 000-11-2222 and Geraldine Girl Child, born on October 10, 2015, whose Social Security number is 555-66-7788.
6. Plaintiff resides at 123 Happy Lane, Bliss, New York 11782.
7. Defendant resides at 666 Miserable Way, Medford, New York 11784.
8. Plaintiff is covered by the following group health plans:

None

9. Defendant is covered by the following group health plans:

None

10. The grounds for divorce that are alleged as follows: DRL §170(7): Irretrievable breakdown in marital relationship.

11. The relationship between plaintiff and defendant has broken down irretrievably for a period of at least six months.

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

**WHEREFORE**, plaintiff demands judgment against the defendant as follows: A judgment dissolving the marriage between the parties, and the follow ancillary or additional relief:

1. Exclusive possession of the marital residence.
2. Joint legal custody of the minor children of the marriage.
3. Award of child support, including child care, educational, and health care expenses.
4. Award of maintenance.
5. Equitable distribution of the marital assets, both real and personal, tangible and intangible.
6. A distributive award.
7. Reasonable counsel fees, expert witness fees, appraisal fees, and disbursements.
8. Determination of separate property.
9. Award of appropriate health and life insurance coverage or payment of premiums by defendant for such coverage for plaintiff and children

10. Such other and further relief as to the Court may seem just and proper.

Dated: Anywhere, New York  
September 4, 2023

/s/ Sydney Kerin, Esq.  
Kerin & Charles, PC  
Attorneys for Plaintiff  
123 Fitchburg Avenue  
Anywhere, New York 11716  
631-555-1212  
s.kerrin@kc.com

To:

Oliver Opposing, Esq.  
Opposing & Obstructing  
Attorney for Defendant  
788 Difficult Way  
Obstreperous, New York 11558

VERIFICATION

STATE OF NEW YORK            )  
  ):  
COUNTY OF SUFFOLK         )

Patty Plaintiff, being duly sworn, says that I am the Plaintiff in the above-entitled proceeding and that the foregoing Complaint is true to my own knowledge, except as to matters herein stated to be alleged on information and belief, and as to those matters I believe it to be true.

\_\_\_\_\_  
Patty Plaintiff

Sworn to before me this \_\_\_  
day of September, 2023

\_\_\_\_\_  
Notary Public

**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.

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

PURSUANT TO the Uniform Rules of the Trial Courts, and DOMESTIC RELATIONS LAW § 236, Part B, Section 2, both you and your spouse (the parties) are bound by the following **AUTOMATIC ORDERS**, which have been entered against you and your spouse in your divorce action pursuant to 22 NYCRR §202.16(a), and which shall remain in full force and effect during the pendency of the action unless terminated, modified or amended by further order of the court or upon written agreement between the parties:

- (1) **ORDERED:** Neither party shall transfer, encumber, assign, remove, withdraw or in any way dispose of, without the consent of the other party in writing, or by order of the court, any property (including, but not limited to, real estate, personal property, cash accounts, stocks, mutual funds, bank accounts, cars and boats) individually or jointly held by the parties, except in the usual course of business, for customary and usual household expenses or for reasonable attorney's fees in connection with this action.
- (2) **ORDERED:** Neither party shall transfer, encumber, assign, remove, withdraw or in any way dispose of any tax deferred funds, stocks or other assets held in any individual retirement accounts, 401K accounts, profit sharing plans, Keogh accounts, or any other pension or retirement account, and the parties shall further refrain from applying for or requesting the payment of retirement benefits or annuity payments of any kind, without the consent of the other party in writing, or upon further order of the court; except that any party who is already in pay status may continue to receive such payments thereunder.
- (3) **ORDERED:** Neither party shall incur unreasonable debts hereafter, including, but not limited to further borrowing against any credit line secured by the family residence, further 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) **ORDERED:** Neither party shall cause the other party or the children of the marriage to be removed from any existing medical, hospital and dental insurance coverage, and each, and each party shall maintain the existing medical, hospital and dental insurance coverage in full force and effect.
- (5) **ORDERED:** Neither party shall change the beneficiaries of any existing life insurance policies and each party shall maintain the existing life insurance, automobile insurance, homeowners and renters insurance policies in full force and effect.

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





## Notice of Guideline Maintenance

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

You are hereby given notice that under the Maintenance Guidelines Law (Chapter 269, Laws of 2015), there is an obligation to award the guideline amount of maintenance on income up to \$192,000 to be paid by the party with the higher income (the maintenance payor) to the party with the lower income (the maintenance payee) according to a formula, unless the parties agree otherwise or waive this right. Depending on the incomes of the parties, the obligation might fall on either the Plaintiff or Defendant in the action.

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

### Lower Formula

1-Multiply Maintenance Payor's Income by 20% . 2- Multiply Maintenance Payee's Income by 25%  
. Subtract Line 2 from Line 1: = **Result 1**

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

Enter the lower of **Result 2** or **Result 1**, but if less than or equal to zero, enter zero.

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

### Higher Formula

1-Multiply Maintenance Payor's Income by 30% 2- Multiply Maintenance Payee's Income by 20%  
Subtract Line 2 from Line 1= **Result 1**

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

Enter the lower of **Result 2** or **Result 1**, but if less than or equal to zero, enter zero

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

**\*Combined Income equals Maintenance Payor's Income up to \$192,000 plus Maintenance Payee's**

**Income**

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

**(Rev. 3/1/20)**