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

Present:
4 Hon. *Justice/Referee*
----------X
5
6 Index No.:
Plaintiff, Calendar No.:
-against-

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

7
Defendant.
----------X

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

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

FINDINGS OF FACT

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 of at least two years immediately preceding the commencement of this divorce action.

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

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

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

a. ❑ the parties were married in New York State.

or

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

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

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

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

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

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

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

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

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

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

Name & Social Security Number	*Date of Birth*	*Address*
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

_____
_____
_____
_____
_____
_____
_____
_____

(Attach an additional sheet, if necessary).

Abandonment (DRL 170(2):

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

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

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

Confinement to Prison (DRL §170(3)):

❑ That after the marriage of Plaintiff and Defendant, Defendant was confined in prison for a period of three or more consecutive years, to wit: that Defendant is/was confined in

_____ prison on the
Name of correctional facility

_____day of _____,____, and 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* *Lo cation*

the Defendant voluntarily committed of an act of sexual or deviate sexual intercourse with a person other than the Plaintiff after the marriage of Plaintiff and Defendant.

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

❑ (a) That the _____ Court, _____ County, _____(Country or State) rendered a decree or judgment of separation on _____, under Index Number _____; and

(b) that the parties have lived separate and apart for a period of one year or longer after the granting of such decree; and

(c) that the Plaintiff has substantially complied with all the terms and conditions of such decree or judgment.

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

❑ (a) That the Plaintiff and Defendant entered into a written agreement of separation, which they subscribed and acknowledged on _____, in the form required to entitle a deed to be recorded; and

(b) that the *agreement / memorandum of said agreement* was filed _____ _____ in the Office of the Clerk of the County of _____, wherein *Plaintiff / Defendant* resided; and

(c) that the parties have lived separate and apart for a period of one year or longer after the execution of said agreement; and

(d) that the Plaintiff has substantially complied with all terms and conditions of such agreement.

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

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

17 **NINTH:** ❑ A sworn statement pursuant to DRL §253 that Plaintiff has taken all steps within his or her power to remove all barriers to Defendant's remarriage following the divorce was served on the Defendant.

❑ A sworn statement as to the removal of barriers to remarriage is not required because the parties were married in a civil ceremony.

❑ A sworn statement as to the removal of barriers to remarriage is not required because Defendant waived the need for the statement in his or her affidavit.

18 **TENTH**

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

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

==========

❑ **A) Written Agreement/Stipulation**

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

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

of $ ❑ per week

❑ bi-weekly \

❑ Semi-monthly

❑ monthly

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

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

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

OR

==========

❏ **B) No maintenance was awarded because**:

i) ❏ *Neither party seeks maintenance* **OR**

ii)❏ *the Guideline Award of Maintenance under the Maintenance Guidelines Law, if applicable, was zero;* **OR**

iii) ❏ *The Court has denied the request for maintenance*

(Skip the rest of Paragraph TENTH and Go on to Paragraph ELEVENTH)

OR

==========

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

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

sum of $_____ ❏ *per week* ❏ *bi-weekly* ❏ *per month* ❏ *semi*-monthly , *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) as it existed before January 25, 2016, which are incorporated herein by reference. The court has set forth the reasons for its decision in a writing.

==========

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

1. Fill in the the following information:

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

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

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

2. Check which boxes below apply:

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

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

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

(i) ❑ *Plaintiff* ❑ *Defendant*
is the Maintenance Payor ("Maintenance Payor") under the "Maintenance Guidelines Law" pursuant to DRL § 236(B)(6) who will pay maintenance to ❑ *Plaintiff* ❑ *Defendant* (The "Maintenance Payee") in the sum of $_____ ❑ *per week* ❑ *bi-weekly*
❑ *per month* ❑ *semi*-monthly (the "Award") for a period of_____; commencing on _____, and expiring on _____.
(ii) The guideline amount of maintenance that would be payable under the Maintenance Guidelines on income of Maintenance Payor up to $203,000 is $_____per year (from Paragraph 3B of Maintenance Guidelines Worksheet). ❑The Award includes an annual award of $_____ on income of Maintenance Payor up to $203,000 per year. In computing said Award, the court ❑ *applied the Maintenance Guidelines Law;* OR ❑ *adjusted the guideline award of maintenance due under the Maintenance Guidelines Law because it is unjust and inappropriate based on one or more of the factors in DRL 236B(6)(e)(1), as follows, including the effect of a barrier to remarriage on said factors where appropriate:*

_____
_____
_____
_____
_____

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

_____
_____
_____
_____
_____

OR

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

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

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

_____

_____

_____

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

In determining how long the Award should last, the court
❑ *considered anticipated retirement assets, benefits, and retirement eligibility age of both parties* **OR**
❑ *anticipated retirement assets, benefits, and retirement eligibility age of both parties was not ascertainable;*

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

_____

_____

_____

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

20 **TWELFTH:** Equitable Distribution and ancillary issues shall be ❑ *in accordance with the settlement agreement* **OR** ❑ *pursuant to the decision of the court* **OR** ❑ *Equitable Distribution is not an issue.*

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

❑ The award of child support is based upon the following:

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

Name	*Date of Birth*
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

OR

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

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

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

CHECK a) or b) below:

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

OR

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

OR

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

_____
_____
_____
_____

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

_____
_____
_____
_____

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

23 ❑ There are no unemancipated children of the marriage. OR

❑ There are no health plans available to the parties through their employment. OR

❑ The parties are covered by the following group health plans through their employment:

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

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

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

_____ ❑Not Applicable

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

_____.

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

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

AND:

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

or

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

B) ❑ There is no stipulation of settlement/agreement

==========

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

or

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

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

27 **NINETEENTH:**

The Judgment of Divorce incorporates all ancillary issues, including the payment of counsel and experts' fees and expenses, which issues:
❑ were settled by written settlement/separation agreement
❑ were settled by oral settlement/ stipulation on the record
❑ were determined by the Court
❑ were determined by Family Court order (custody and visitation or child support and/or spousal support issues only)
❑ are not to be incorporated into the Judgment of Divorce, in that neither party to the divorce has contested any such issues based on the Affidavit of Plaintiff (which Defendant has not contested).

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

❑ an agreement providing for an alternative arrangement has been reached between the parties

or ❑ for the following reason(s) which the court finds to constitute good cause pursuant to DRL 240(2) (b):

[specify]:_____

_____

_____

_____

CONCLUSIONS OF LAW

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

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

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

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

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

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

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

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

30 Dated:_____ _____

J.S.C./Referee