

JANICE MARIE SIMON,  
Plaintiff,

-against-

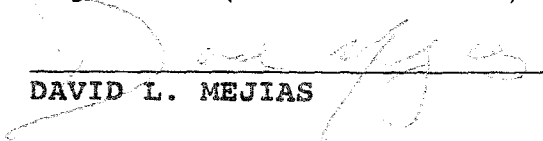
JOHN CHARLES SIMON,  
Defendant.

**SUMMONS WITH NOTICE IN ACTION FOR DIVORCE**

Law offices of  
**MEJIAS, MILGRIM & ALVARADO, P.C.**  
Attorneys for Plaintiff (s)  
Office and Post Office Address, Telephone  
1 Dosoris Lane  
Glen Cove, New York 11542  
(516) 333-7777  
Facsimile: (516) 333-7878

TO

Signature (Rule 130-1.1-a)

  
**DAVID L. MEJIAS**

Service of a copy of the within is hereby admitted

Dated: \_\_\_\_\_

\_\_\_\_\_  
Attorneys for Defendant.

**PLEASE TAKE NOTICE:**

☐ **NOTICE OF ENTRY**

That the within is a (certified) true copy of a \_\_\_\_\_ duly entered in the office of the clerk of the within named court on \_\_\_\_\_

☐ **NOTICE OF SETTLEMENT**

That an \_\_\_\_\_ of which is a true copy will be presented for settlement to the \_\_\_\_\_ one of the judges of the Within named Court, at \_\_\_\_\_  
On \_\_\_\_\_ at \_\_\_\_\_

Dated, February 9, 2012.

Yours, etc.

**MEJIAS, MILGRIM & ALVARADO, P.C.**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

JANICE MARIE SIMON  
37 Willits Road,  
Glen Cove, NY 11542

X Index No.: 2012 - 200393  
Date Summons Filed: 2/10/2012

Plaintiff,

-against-

JOHN CHARLES SIMON  
409 Cambridge Court,  
Glen Cove, NY 11542

Defendant.

SUMMONS WITH NOTICE

Nassau County is designated by  
Plaintiff as the place of trial.  
Venue is based upon Plaintiff's  
residence.

X  
ACTION FOR A DIVORCE

TO THE ABOVE NAMED DEFENDANT:

**YOU ARE HEREBY SUMMONED AND REQUIRED TO RESPOND TO THIS SUMMONS** and to answer the complaint by serving a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on Plaintiff's Attorneys 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 answer or appear, judgment will be taken against you by default for the relief demanded in the notice set forth below and in the complaint.

**PLEASE TAKE NOTICE THAT IN ACCORDANCE WITH NEW YORK STATE DOMESTIC RELATIONS LAW SECTION 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 DURING THE PENDENCY OF THE ACTION UNLESS TERMINATED, MODIFIED OR AMENDED BY FURTHER ORDER OF THE COURT OR UPON WRITTEN AGREEMENT BETWEEN THE PARTIES.**

**VIOLATION OF ANY OF THE AUTOMATIC ORDERS COULD RESULT IN A FINDING OF CONTEMPT OF COURT AND SUBJECT THE PARTY FOUND TO HAVE VIOLATED THE ORDERS TO MONETARY FINES, SANCTIONS, INCARCERATION AND OTHER PENALTIES PROVIDED BY LAW**

RECEIVED

FEB 10 2012

NASSAU COUNTY  
COUNTY CLERK'S OFFICE

COPY



1. Neither party shall sell, transfer, encumber, conceal, assign, remove or in any way dispose of, without the consent of the other party in writing, or by order of the court, any property (including, but not limited to, real estate, personal property, cash accounts, stocks, mutual funds, bank accounts, cars and boats) individually or jointly held by the parties, except in the usual course of business, for customary and usual household expenses or for reasonable attorney's fees in connection with this action.

2. Neither party shall transfer, encumber, assign, remove, withdraw or in any way dispose of any tax deferred funds, stocks or other assets held in any individual retirement accounts, 401K accounts, profit sharing plans, Keough 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.

3. Neither party shall incur unreasonable debts hereafter, including, but not limited to further borrowing against any credit line secured by the family residence, further encumbering any assets, or unreasonably using credit cards or cash advances against credit cards, except in the usual course of business or for customary or usual household expenses, or for reasonable attorney's fees in connection with this action.

4. Neither party shall cause the other party or the children of the marriage to be removed from any existing medical, hospital and dental insurance coverage, and each party shall maintain the existing medical, hospital and dental insurance coverage in full force and effect.

5. Neither party shall change the beneficiaries of any existing life insurance policies and each party shall maintain the existing life insurance, automobile insurance, homeowners and renters insurance policies in full force and effect.

**NOTICE:** The object of this action is to obtain a judgment of divorce dissolving the marriage between the parties on the following grounds: Subdivision (7) of Section 170, the Defendant and Plaintiff's relationship has broken down irretrievably for a period of at least six (6) months. **THE RELIEF SOUGHT IS** a judgment of absolute divorce in favor of the Plaintiff dissolving forever the marriage between the parties in this action, AND the following ancillary relief:

Awarding Plaintiff exclusive use and occupancy of the contents of the marital residence.

Awarding Plaintiff equitable distribution of the marital property, including a

distributive award to Plaintiff if required or appropriate to effect such equitable distribution.

Declaring Plaintiff's separate property.

Directing distribution of marital debts.

Awarding Plaintiff spousal maintenance.

Awarding Plaintiff necessities.

Purchase and maintenance of life insurance and beneficiary designation to ensure support payments and distributive award;

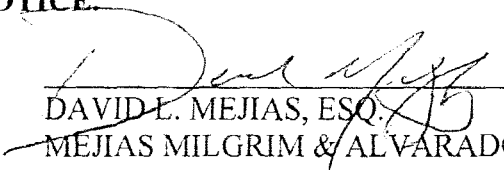
Awarding Plaintiff counsel fees, expert fees, and other litigation expenses.

Granting Plaintiff the right to resume the use of any maiden name or other premarriage surname.

Awarding Plaintiff such other and further relief as to the court may deem just and proper, together with the costs and disbursements of this action.

**IN THE EVENT YOU FAIL TO APPEAR OR ANSWER, JUDGMENT WILL  
BE TAKEN AGAINST YOU BY DEFAULT, FOR THE RELIEF DEMANDED  
IN THIS SUMMONS WITH NOTICE.**

Dated: February 9, 2012

  
DAVID L. MEJIAS, ESQ.

MEJIAS MILGRIM & ALVARADO, P.C.

Attorneys for Plaintiff

1 Dosoris Lane

Glen Cove, New York 11542

(516) 333-7777

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

JANICE MARIE SIMON  
37 Willits Road,  
Glen Cove, NY 11542

X Index No.: 2012-200393  
Date Summons Filed: 2/10/2012

Plaintiff,

SUMMONS WITH NOTICE

-against-

Nassau County is designated by  
Plaintiff as the place of trial.  
Venue is based upon Plaintiff's  
residence.

JOHN CHARLES SIMON  
409 Cambridge Court,  
Glen Cove, NY 11542

Defendant.

X

ACTION FOR A DIVORCE

RECEIVED  
FEB 10 2012  
NASSAU COUNTY  
COUNTY CLERK'S OFFICE

TO THE ABOVE NAMED DEFENDANT:

**YOU ARE HEREBY SUMMONED AND REQUIRED TO RESPOND TO THIS SUMMONS** and to answer the complaint by serving a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on Plaintiff's Attorneys 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 answer or appear, judgment will be taken against you by default for the relief demanded in the notice set forth below and in the complaint.

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COPY





1. Neither party shall sell, transfer, encumber, conceal, assign, remove or in any way dispose of, without the consent of the other party in writing, or by order of the court, any property (including, but not limited to, real estate, personal property, cash accounts, stocks, mutual funds, bank accounts, cars and boats) individually or jointly held by the parties, except in the usual course of business, for customary and usual household expenses or for reasonable attorney's fees in connection with this action.

2. Neither party shall transfer, encumber, assign, remove, withdraw or in any way dispose of any tax deferred funds, stocks or other assets held in any individual retirement accounts, 401K accounts, profit sharing plans, Keough 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.

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4. Neither party shall cause the other party or the children of the marriage to be removed from any existing medical, hospital and dental insurance coverage, and each party shall maintain the existing medical, hospital and dental insurance coverage in full force and effect.

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Awarding Plaintiff counsel fees, expert fees, and other litigation expenses.

Granting Plaintiff the right to resume the use of any maiden name or other premarriage surname.

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BE TAKEN AGAINST YOU BY DEFAULT, FOR THE RELIEF DEMANDED  
IN THIS SUMMONS WITH NOTICE.**

Dated: February 9, 2012

  
DAVID L. MEJIAS, ESQ.  
MEJIAS MILGRIM & ALVARADO, P.C.  
Attorneys for Plaintiff  
1 Dosoris Lane  
Glen Cove, New York 11542  
(516) 333-7777







**STIPULATION OF SETTLEMENT** dated February \_\_\_\_ 2012, between  
**JANICE MARIE SIMON**, residing at 37 Willits Road, Glen Cove, NY 11542, Social  
Security Number 115-54-4221, herein referred to as "WIFE"; and **JOHN CHARLES**  
**SIMON**, residing 409 Cambridge Court, Glen Cove, NY 11542, Social Security  
Number 086-40-1244, herein referred to as "HUSBAND."

**WITNESSETH:**

**WHEREAS**, the parties were married on August 27, 1983 in a civil ceremony  
in the State of New York; and

**WHEREAS**, there are two (2) emancipated children of this marriage, to wit:  
JOHN SIMON, having been born on July 26, 1987 and SAMANTHA SIMON, having  
been born on February 28, 1990, and

**WHEREAS**, in consequence of irreconcilable and unhappy differences  
between the parties, they desire to separate and live separate and apart from each  
other; and,

**WHEREAS**, the parties hereto to live separate and apart from each other and  
it is their desire that this Stipulation of Settlement, which is entered into after due and  
considered deliberation, shall constitute and be an agreement between them with  
respect to spousal support, equitable distribution, and any funds, assets or  
properties, both real and personal, wherever situated, now owned by the parties or  
either of them or standing in their respective names or which may hereafter be

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

-----X      Index No.:2012-200393  
JANICE MARIE SIMON,

Plaintiff,

-against-

JOHN CHARLES SIMON,

Defendant.

----- X

***STIPULATION OF SETTLEMENT***

Dated: February \_\_, 2012

and, for the purpose of this Stipulation, as the distribution of marital debt; and,

**WHEREAS** the parties intend that this Stipulation shall be governed by the pertinent provisions of the *Domestic Relations Law* presently existing, including, but not limited to, *Domestic Relations Law §236(B)*; and,

**WHEREAS**, the parties hereto wish to resolve their dispute amicably and desire to adjust their respective property rights, to provide for provisions concerning equitable distribution of their marital estate and to effectuate a final and irrevocable settlement of all property and financial claims between them;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements hereinafter set forth, it is hereby covenanted and agreed by and between the parties hereto, as follows:

**ARTICLE 1**  
**SEPARATION**

1.1 The parties shall continue to live separate and apart from each other and each shall be free from interference, authority and control by the other as fully as if he and she were single and unmarried.

1.2 Each of the parties may conduct, carry on and engage in any employment, business or trade which to him or to her shall seem advisable at such place or places as he or she may from time to time choose for his or her sole or separate use and benefit, free from any control, restriction or interference, directly or indirectly, by the other party.

1.3 Neither of the parties shall interfere with the other in his or her respective liberty of action, conduct or business and each agrees that the other may, at any and all times, reside and be in any place and with any relatives, friends and acquaintances as he or she may choose. Each party agrees that he or she will not interfere with the other or compel or seek to compel the other to cohabit or dwell with him or her.

1.4 Neither the Husband nor the Wife shall disturb, molest, or harass the other in any manner, nor shall either party publish, speak or disseminate slanderous comments or materials written or oral concerning the other party to each other or to third parties, nor shall either party slander libel or shall a party frivolously make accusations about the other in any manner whatsoever.

ARTICLE 2

EQUITABLE DISTRIBUTION, DISTRIBUTIVE AWARD and DIVISION OF ASSETS

2.1 The parties have agreed to divide their personal and real property, as and for equitable distribution, pursuant to *Domestic Relations Law* §236(B), as follows:

*Bank Accounts, Brokerage Accounts and Securities:*

2.2 Except as herein provided, HUSBAND acknowledges that he has no right, title or interest in any of the bank accounts or securities now in the name of WIFE, whether in the sole name of WIFE or in trust for another.

2.3 Except as herein provided, WIFE acknowledges that she has no right, title or interest in any of the bank accounts, brokerage accounts or securities now in the name of HUSBAND, whether in the sole name of HUSBAND or in trust for another.

2.4 (a) Each party acknowledges having their own separate checking/savings accounts as follows:

| <u>Account</u> | <u>Title Holder</u> | <u>Account Balance as of 12/11</u> |
|----------------|---------------------|------------------------------------|
| 7926067120     | WIFE                | \$2,300.69                         |
| 7921044116     | WIFE                | \$2,634.00                         |
| _____          | HUSBAND             | \$                                 |
| _____          | HUSBAND             | \$                                 |

Each party waives any rights they have in the other party's checking/savings accounts.

*Automobiles:*

2.5 (a) The parties acknowledge that WIFE currently drives a 2010 Nissan. The parties agree that WIFE shall have exclusive use, possession and ownership of the 2010 Nissan. HUSBAND hereby waives any and all interests and claims he may have in relation to said vehicle. WIFE shall be solely responsible for all costs associated with the Nissan, including, but not limited to, car insurance, gasoline and repairs. WIFE hereby indemnifies and holds HUSBAND harmless in connection with all costs and expenses associated with the 2010 Nissan.

(b) The parties acknowledge that HUSBAND currently drives a \_\_\_\_\_. The parties agree that HUSBAND shall have exclusive use, possession and ownership of the \_\_\_\_\_. WIFE hereby waives any and all interests and claims she may have in relation to said vehicle. HUSBAND shall be solely responsible for all costs associated with the \_\_\_\_\_, including, but not limited to, car insurance, gasoline and repairs. HUSBAND hereby indemnifies and holds WIFE harmless in connection with all costs and expenses associated with the \_\_\_\_\_.

*Household Furniture, Furnishings, Tangible Items:*

2.6 The parties acknowledge having previously divided all of the household furniture, furnishing, jewelry, artwork and other tangible items of marital property located at the marital residence, 37 Willits Road, Glen Cove, NY 11542. The parties agree that the prior distribution of such assets was fair and reasonable. The parties agree that whatever personal property currently in their possession shall remain their sole and separate property.

2.7 Each party shall be sole owners of the respective jewelry in his or her possession.

*Real Property:*

*Marital Residence: 37 Willits Road, Glen Cove, NY 11542*

2.8 (a) The parties acknowledge that the Marital Residence located at 37 Willits Road, Glen Cove, NY 11542 ("Marital Residence") is in the sole name of the WIFE. The HUSBAND transferred his right, title and interest of this property before to WIFE on January 21, 1999 at which time the WIFE paid \$20,000 to the HUSBAND for this transaction. HUSBAND hereby waives any and all claims, rights, and interest he may have in the Marital Residence.

2.9 WIFE shall continue to be solely responsible for payment of all carrying charges and other expenses incurred with regard to the ownership, possession and maintenance of the marital residence including, but not limited to, mortgage (principal

and interest: real estate taxes, homeowners' insurance, and utilities and WIFE shall indemnify and hold HUSBAND harmless in connection with any such expenses.

*Retirement Funds:*

2.12 (a) WIFE acknowledges that she does not own or maintain a retirement plan or benefit on her behalf through past or present employment or otherwise have an interest in any of the foregoing as of the commencement of the parties' matrimonial action, except:

- 1) Primerica Investments, Account Number: 8SC4LRD2351 with an ending balance of \$48,747.97 as of March 31, 2011;
- 2) Visiting Nurse Associates of LI, Account # 84472 with an ending balance of \$11,779.69 as of September 30, 2011;
- 3) Sunrise Senior Living Inc, 401K, with an ending balance of \$76,278.18 as of September 30, 2011.

(b) HUSBAND acknowledges that he does not own or maintain a retirement plan or benefit on his behalf through past or present employment or otherwise have an interest in any of the foregoing as of the commencement of the parties' matrimonial action, except as follows:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

(c) (i) The parties hereby relinquishes and renounces any and all claims and rights which they may have or may hereafter acquire or possess to share

in any of the other party's retirement assets referenced above, or any other retirement or deferred compensation plan established for the parties that may now or hereafter exist. Each party shall execute a consent at any time at the request of the other party consistent with the applicable requirements of the Retirement Equities Act of 1984, and any regulations promulgated thereunder, as amended from time to time ("REA") to: (i) waive in writing all rights, if any, which he or she may now have or may hereafter acquire in any retirement assets governed by REA in which the other is a participant, including, without limitation, rights to pre-retirement survivor annuities and joint survivor annuities (ii) consent to and acknowledge the effect of a designation by the party of beneficiaries other than the other party; (iii) consent to the utilization by the the party of plan assets as security for a loan by such plan to such participant; and (iv) consent to the distribution to the party under any such plan in any form and at any time selected by the party. The waivers and consents contemplated hereunder shall be in such form as shall meet the requirements of REA or any successor statute in effect at the time of execution of such waiver or consent. This paragraph is intended to substitute for any other statement, prepared form or other document that may be required by any plan, fund, trust, administrator, trustee or similar entity or person so that each party may receive or dispose of benefits as if he or she were, in fact, unmarried. The parties recognize that, in the absence of an effective waiver under the terms and conditions imposed by REA, he or she would possess federally guaranteed rights in the form of pre-retirement and survivor benefits. In the event that the party shall receive benefits from the other party's in

contravention of the clear intent of this paragraph that HUSBAND shall waive such benefits, HUSBAND shall transfer such benefits, within five (5) days after receipt thereof: (1) to the beneficiary or beneficiaries designated by the participant in the otherwise ineffective election with respect to such benefits or, if no such beneficiary designation exists, (2) to the representatives of the participant's estate to be distributed as a part of such estate.

(ii) In waiving such interest, each party acknowledges that he or she is doing so without regard to the value of said retirement assets, and without having had said assets appraised or evaluated, the party's waiver not being predicated upon the value of said retirement assets but simply upon the fact that he or she does not wish to assert any claim to said assets, regardless of its value, and this notwithstanding the fact that he or she is aware that he or she has a legal right to do so.

*Factors Considered in Distribution and Division of Property:*

2.13 The parties agree that the provisions contained herein are fair, reasonable and not unconscionable. In making the distribution and division of property herein, the parties have considered the following:

- (a) The income and property of each party at the time of the marriage, and at the time of the commencement of the action;
- (b) The duration of the marriage and the age and health of the parties;
- (c) The loss of inheritance and pension rights upon dissolution of the marriage as of the date of dissolution;
- (d) The need, if any, for maintenance;

- (e) Any equitable claim to, interest in, or direct or indirect contribution made to the acquisition of marital property by the party not having title, including joint efforts and expenditures and contributions and services as a spouse, wage earner and homemaker, and to the career or career potential of the other party;
- (f) The liquid or non-liquid character of all marital property;
- (g) The probable future financial circumstances of each party;
- (h) The impossibility or difficulty of evaluating any component or any other interest in business, corporation or profession and the economic desirability of retaining such asset or interest intact and free from any claim or interference by the other party;
- (i) The tax consequences to each party;
- (j) The wasteful dissipation of assets by either party;
- (k) Any transfer or encumbrance made in contemplation of a matrimonial action without fair consideration; and,
- (l) In addition, the parties have considered every other factor they deem relevant.

*Final Disposition of Property:*

2.14 The parties intend this Stipulation to constitute an agreement pursuant to *Domestic Relations Law §236(B)(3)*. Further, they intend this Stipulation and its provisions to be in lieu of each of their respective rights pursuant to all aspects of said *Domestic Relations Law §236(B)*. Accordingly, except to the extent provided herein and in consideration of the terms of this Stipulation, the parties hereto mutually waive their rights and release each other from any claims for, distribution of marital property, distributive awards, special relief or claims regarding separate property or increase in the value thereof.

2.15 The parties intend that their real and personal property division, as provided in this Stipulation, shall be final and irrevocable. Unless the parties execute a formal amendment to this Stipulation, in writing, it is their intention that "WIFE's" separate property shall forever remain hers and "HUSBAND's" separate property shall forever remain his, notwithstanding the occurrence of any of the following situations: (a) reconciliation of the parties; (b) the rescission or termination of this Stipulation; or, (c) a remarriage of the parties, in the event they are divorced.

2.16 Each party is convinced that he or she knows the nature, extent and value of the other's real and personal property and interests. The parties have been advised of their rights to compel any further discovery and inspection of the other's financial records, as well as to have accountants, appraisers, actuaries or others investigate, appraise or evaluate the other's personal and real property interests and to exchange Statements of Net Worth. **EACH PARTY SPECIFICALLY WAIVES THEIR RIGHTS TO PREPARE AND EXCHANGE WITH THEIR SPOUSE STATEMENTS OF NET WORTH, WHICH DOCUMENT PROVIDES EACH PARTY'S EXPENSES, INCOME, ASSETS AND LIABILITIES, ALTHOUGH THEY HAVE A RIGHT TO REQUEST ONE FROM THE OTHER SPOUSE. EACH PARTY SPECIFICALLY WAIVES THE RIGHT TO HAVE THE MARITAL RESIDENCE AND RETIREMENT ASSETS APPRAISED ALTHOUGH THEY BOTH ACKNOWLEDGE HAVING THE RIGHT TO DO SO.** The parties further acknowledge that they have been advised of and are aware of their respective rights to retain the services of expert witnesses, as well as to commence litigation and conduct depositions and

other discovery proceedings including, but not limited to, Requests for and Responses to Interrogatories and Notices for Discovery and Inspection, Depositions and proceed to trial. Each is hereby waiving his or her further rights to proceed or to prepare or proceed with any further discovery or to commence litigation and proceed with a trial.

2.17 The parties agree that there is a presumption that, in entering into this Stipulation, each has relied on the other's representations set forth in this Stipulation. In the event either party learns that the other has made any material misrepresentations in this Stipulation, or failed to materially disclose any assets in this Stipulation, as existed on the date of commencement of the action for divorce, either party can seek immediate court intervention and seek any additional relief so that with respect to that asset(s), there will be a determination of the division and equitable distribution of said asset(s)

2.18 For the purposes of equitable distribution of property under *Domestic Relations Law §236-B*, subject to the following, any property or liability acquired by either spouse subsequent to the date of this Stipulation shall not be deemed as having been acquired "during the marriage" or denominated marital property or marital debt, and any such property or debt shall be exempt from distribution in the event of divorce, except as may be provided herein.

2.19 That the parties are aware of the provisions of the *Domestic Relations Law §236-B*, denominated Equitable Distribution Laws, and make this Stipulation pursuant to *Domestic Relations Law §236-B(3)(2)* which authorizes the parties to

agree upon a division of separate and marital property.

### **ARTICLE 3**

#### **SPOUSAL SUPPORT AND MAINTENANCE**

##### *Spousal Support/Maintenance:*

3.1 With regard to spousal maintenance, each party acknowledges to the other that he or she has either been advised by his or her attorney or is aware of the guidelines for an award of maintenance pursuant to Domestic Relations Law, Section 236-B(6). The parties specifically acknowledge that they have considered the following guidelines when determining the appropriate amounts of maintenance payable by either party:

- (i) the length of the marriage;
- (ii) the substantial differences in the incomes of the parties;
- (iii) the standard of living of the parties established during the marriage;
- (iv) the age and health of the parties;
- (v) the present and future earning capacity of the parties;
- (vi) the need of one party to incur education or training expenses;
- (vii) the wasteful dissipation of marital property;
- (viii) the transfer or encumbrance made in contemplation of a matrimonial action without fair consideration;
- (ix) the existence and duration of a pre-marital joint household or a pre-divorce separate household;
- (x) acts by one party against another that have inhibited or continue to inhibit a

party's earning capacity or ability to obtain meaningful employment. Such acts include but are not limited to acts of domestic violence as provided in section four hundred fifty-nine-a of the social services law;

(xi) the availability and cost of medical insurance for the parties;

(xiii) the inability of one party to obtain meaningful employment due to age or absence from the workforce;

(xv) the tax consequences to each party;

(xvi) marital property subject to distribution pursuant to subdivision five of this part;

(xvii) the reduced or lost earning capacity of the party seeking temporary maintenance as a result of having foregone or delayed education, training, employment or career opportunities during the marriage;

(xviii) the contributions and services of the party seeking temporary maintenance as a spouse, parent, wage earner and homemaker and to the career or career potential of the other party; and

(xix) any other factor which the court shall expressly find to be just and proper.

3.2 (a) "HUSBAND" represents that he is in good health and capable of being self-supporting, and has been employed during the marriage.

(b) "HUSBAND" waives and renounces now and in the future any and all claims against "WIFE" for any support or maintenance (whether temporary or permanent), and agrees that he will not, at any time, directly or indirectly, demand, sue or apply therefore, and that he will save and hold "WIFE" harmless therefrom.

3.3 (a) "WIFE" represents that she is in good health and capable of being self-supporting.

(b)"WIFE" waives and renounces now and in the future any and all claims against "HUSBAND" for any support or maintenance (whether temporary or permanent), and agrees that she will not, at any time, directly or indirectly, demand, sue or apply therefore, and that she will save and hold "HUSBAND" harmless therefrom.

*Health Insurance/COBRA/Unreimbursed Expenses:*

3.4 Upon the execution, entry and service upon the parties of the Judgment of Divorce, each party shall be solely responsible to provide his or her own individual health insurance coverage and for payment of all costs for his or her individual insurance coverage. Commencing with the execution of this Stipulation, each party shall be solely responsible for their own individual past, present and future unreimbursed or uninsured medical, hospitalization, dental, orthodontic, optical, psychological, psychiatric, therapy, prescription drug or other health-related expenses, including co-pays, and each hereby indemnifies and holds the other harmless regarding payment of same.

3.5 It is represented and acknowledged that as of 1998 each party has their own respective health insurance coverage and that commencing with the execution of this Stipulation, either party shall be responsible for the costs of their own plans.

3.6 Pursuant to Domestic Relations Law Section 177, HUSBAND and WIFE fully understand that upon entrance of the Judgment of Divorce, they will no longer

be allowed to receive health insurance coverage under a former spouse's health insurance plan. HUSBAND and WIFE have been advised that they may purchase health insurance on their own through a COBRA option, if available, otherwise they may be required to secure their own health insurance.

JANICE MARIE SIMON

JOHN CHARLES SIMON

*Termination of Outstanding Spousal Support and Maintenance Orders and Arrears:*

3.7 Each party hereby acknowledges and represents that there are no existing and outstanding interim Court Orders, "So-Ordered" Stipulations, written agreements between the parties or other directives relating to either party's obligations for maintenance, spousal support or issues relating thereto [including, but not limited to, payment of carrying charges, insurances and other similar living expenses and necessities] which must be vacated by a Court or terminated as between the parties.



## **ARTICLE 4**

### **DEBTS**

4.1 HUSBAND and WIFE warrant and represent that there are no marital debts and no debts in joint names. The parties further represent that neither one has any credit card debt or other such debt in their respective names: HUSBAND and WIFE each are responsible for credit card debt in their own name.

4.2 HUSBAND shall be solely responsible for the payment of any credit card debt in his name or credit card debt where he is the primary cardholder and HUSBAND shall indemnify and hold WIFE harmless in connection with the aforementioned debt.

4.3 WIFE shall be solely responsible for the payment of any credit card debt in her name or credit card debt where she is the primary cardholder and WIFE shall indemnify and hold HUSBAND harmless in connection with the aforementioned debt.

4.4 (a) Except as provided herein, each party shall be solely responsible for payment of all credit card and other debts or loans in his or her individual name, and shall indemnify and hold the other harmless in connection such debt including, but not limited to, principal, interest, late charges, penalties, assessments and/or attorneys' fees.

(b) The parties acknowledge that they have been advised by counsel to send letters to all institutions that issued joint credit cards instructing said institutions to terminate charge privileges for the subject credit card, as well as to send letters to all institutions that issued individual credit cards to him or her instructing said

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(b) The parties acknowledge that they have been advised by counsel to send letters to all institutions that issued joint credit cards instructing said institutions to terminate charge privileges for the subject credit card, as well as to send letters to all institutions that issued individual credit cards to him or her instructing said

institutions to terminate any charge privileges for his or her spouse which may exist.

4.5 WIFE warrants, represents and covenants to HUSBAND that, except as specifically set forth in this Stipulation, she has not incurred or caused to be incurred any debt, charge, obligation or liability whatsoever, including, but not limited to, all charges incurred on bank credit accounts, credit cards or store charges held in either the parties' joint or individual names, whether for necessities or otherwise upon the credit of HUSBAND for which HUSBAND or his estate may become liable, and WIFE shall and will hold HUSBAND free and harmless from and indemnify him against any and all debts, charges, liabilities and obligations of any and every kind that may be incurred or contracted by her hereafter for her benefit, including any reasonable attorney's fees which may be incurred by HUSBAND or his estate in connection with the breach by WIFE of this paragraph. HUSBAND or his estate promises to notify WIFE if any claim is made against him or his estate as a result of any debt, charge or liability incurred by WIFE and shall afford WIFE an opportunity to defend against any such claims at her sole cost and expense.

4.6 HUSBAND warrants, represents and covenants to WIFE that, except as specifically set forth in this Stipulation, he has not incurred or caused to be incurred any debt, charge, obligation or liability whatsoever, including, but not limited to, all charges incurred on bank credit accounts, credit cards or store charges held in either the parties' joint or individual names, whether for necessities or otherwise upon the credit of WIFE for which WIFE or her estate may become liable and the HUSBAND shall and will hold WIFE free and harmless from and indemnify her against any and

all debts, liabilities and obligations of any and every kind that may be incurred or contracted by him hereafter for his benefit, including any reasonable attorneys' fees which may be incurred by WIFE or her estate in connection with the breach by HUSBAND of this paragraph. The WIFE or her estate promises to notify HUSBAND if any claim is made against her or her estate as a result of any debt, charge or liability incurred by HUSBAND and shall afford the HUSBAND an opportunity to defend against any such claims at his sole cost and expense.

**ARTICLE 5**

**INCOME TAXES**

5.1 The parties acknowledge that they have been advised that there may be certain tax consequences pertaining to this Stipulation and that the WIFE's attorney has not provided the WIFE any legal advice with respect to said tax consequences and that each party has been directed and advised to obtain independent tax advice from qualified tax accountants or tax counsel prior to his or her execution of this Stipulation.

5.2 (a) The parties represent to having filed joint tax returns during the marriage. If, in connection with any joint Federal or joint State income tax returns heretofore filed by HUSBAND and WIFE, there is a deficiency assessment, the sum ultimately determined to be due thereon, including penalties, interest and the like shall be paid by the parties in proportion to their respective incomes for the assessed year, unless same has been caused by the failure or neglect of either party to disclose any income which should have been disclosed on such returns, or if there be a disallowance of a particular expense or disbursement or otherwise by either party, in which event the responsible party shall be solely responsible for payment of same.

(b) Any party receiving any notice of any kind from any taxing authority relative to any joint income tax returns filed by the parties shall forthwith tender a complete copy to the other party within five (5) days of his or her receipt

thereof and the aforesaid indemnification shall then be extended until such time as the liability or assessment is fully resolved.

5.3 The parties acknowledge that they have not filed tax returns jointly since tax year 1996 and the parties shall continue to file their own respective tax returns. Each party shall be responsible for all taxes due and owing, if any, on their respective tax returns they filed separately.

**ARTICLE 6**

**RELEASES AND DISCHARGES OF CLAIMS OF ESTATES**

6.1 Except as otherwise set forth herein, HUSBAND agrees to release, and hereby does release, any and all claims of HUSBAND to or upon disclosed property of WIFE whether real or personal and whether now or hereafter acquired, to the end that he shall have free and unrestricted right to dispose of his property now owned or hereafter acquired, free from any claim or demand of HUSBAND and so that his estate and all income therefrom derived or to be derived shall go and belong to the person or persons who become entitled thereto by Will or devise, bequest, intestacy, administration or otherwise, as if HUSBAND had died during the lifetime of WIFE and, without in any manner limiting the foregoing, HUSBAND expressly relinquishes any and all right of election to take any share of the estate of WIFE, as in intestacy, including, without limiting the foregoing, any right of election pursuant to provisions of Section 5.1.1 of the Estates, Powers and Trusts Law of the State of New York or pursuant to any other law of any jurisdiction as said laws may now exist or may hereafter be amended, and any and all other right and interest in any real or personal property of which WIFE may die seized or possessed, and HUSBAND renounces, and covenants to renounce any right of administration upon the estate of WIFE if and as required or permitted by the laws or practice of any jurisdiction whatsoever.

6.2 Except as otherwise set forth herein, WIFE agrees to release, and does

hereby release, any and all claims of HUSBAND to or upon the disclosed property of HUSBAND, whether real or personal and whether now owned or hereafter acquired, to the end that she shall have free and unrestricted right to dispose of her property now owned or hereafter acquired, free from any claim or demand of WIFE and so that her estate and all income therefrom derived or to be derived shall go and belong to the person or persons who become entitled thereto by Will or devise, bequest, intestacy, administration or otherwise, as if WIFE had died during the lifetime of HUSBAND and, without in any manner limiting the foregoing, WIFE expressly relinquishes any and all rights in the estate of HUSBAND and expressly relinquishes any and all right of election to take any share of the estate of HUSBAND, as in intestacy, including, without limiting the foregoing, any right of election pursuant to the provisions of Section 5.1.1 of the Estates, Powers and Trusts Law of the State of New York or pursuant to any other law of any jurisdiction as said laws may now exist or may hereafter be amended, and any and all other right and interest in any real or personal property of which HUSBAND may die seized or possessed and WIFE renounces, and covenants to renounce, any right of administration upon the estate of WIFE if and as required, or permitted by the laws or practice of any jurisdiction whatsoever.

6.3 Except for the obligations, promises and agreements herein set forth and to be performed by the parties hereto, which are hereby expressly reserved, each of the parties hereto hereby, for himself and herself and for his or her legal representatives, forever releases and discharges the other and his or her heirs and

legal representatives from any and all debts, sums of money, accounts, contracts, claims, causes of action, suits, dues, reckoning, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions and demands whatsoever, in law or in equity, which each of them had, now has or hereafter can, shall or may have reason of any matter from the beginning of the world to the execution of this Stipulation.

## **ARTICLE 7**

### **RECONCILIATION and MATRIMONIAL DECREE**

7.1 (a) This Stipulation shall not be invalidated or otherwise affected by:

(i) A reconciliation or a resumption of marital relations between the parties unless a formal written amendment to this Stipulation is executed by the parties with respect to such reconciliation or resumption specifically stating that this Stipulation of Settlement is cancelled and terminated by the parties and is of no further force or effect.

(ii) Any decree or judgment of separation or divorce made by any Court in any action which may presently exist or may hereinafter be instituted by either party against the other for a separation or divorce.

(b) In the event the parties reconcile and there is no further agreement, signed and notarized by the parties, nullifying this Stipulation, the provisions of this Stipulation shall remain valid and enforceable in any future matrimonial action or support proceeding effective as of the date of the commencement thereof.

(c) The obligations and covenants of this Stipulation shall be incorporated by reference in and will survive any decree or judgment of separation or divorce and shall not be merged therein.

7.2 Nothing in this Stipulation shall be deemed to condone or waive any

ground which either party may have against the other for divorce.

7.3 The parties acknowledge that a matrimonial action was commenced by WIFE against HUSBAND, Index Number 2012-200393 with a Summons with Notice in an Action for Divorce on the grounds of an irretrievably breakdown for a period of six (6) months. HUSBAND admits and acknowledges service of the Summons with Notice. The parties agree that this Stipulation shall be incorporated by reference into the final Judgment of Divorce and shall not merge therein but shall in all respects survive such Judgment. The HUSBAND consents to the WIFE obtaining the divorce on the grounds of irretrievable breakdown and agrees to sign all documentation necessary to place this matter on the uncontested divorce calendar. HUSBAND acknowledges that he is not a member of the United States military or military armed forces. HUSBAND and WIFE represent that they are not members of the United States military or military armed forces. Both parties waive the forty (40) day waiting period to place this matter on the uncontested matrimonial calendar, and hereby consent to this action being placed on the uncontested divorce calendar immediately. Both parties agree to take any and all steps within his or her power to remove any barriers to Plaintiff's or Defendant's remarriage.

7.4 It is further agreed that in the event the Supreme Court of the State of New York does not grant a divorce or a pending action for divorce is abandoned or discontinued for any reason, both parties intend that this Stipulation shall constitute and act as a Separation Agreement and each represents that it is their intention to

live separate and apart pursuant to the terms and conditions of this Separation Agreement for the rest of their lives.

7.5 The parties each agree to cooperate in the event the other party wishes to proceed to obtain an annulment or other religious dissolution of the parties' marriage. The parties each agree that he or she will endeavor to extend his or her cooperation within a reasonable time after any request for same by the other party, his or her legal counsel or the religious tribunal involved. Such cooperation shall include, but not be limited to, appearance(s) and/or conference(s), completion and submission of forms and information, execution of documents and compliance with all rules or requests as may be required by the religious tribunal to which such application for a religious dissolution has been made.

7.6 In the event that a court of competent jurisdiction grants a party a modification of their respective support obligations subsequent to the execution of a Judgment of Divorce, then in that event this Stipulation shall be deemed modified consistent with the modification granted by a court.

## **ARTICLE 8**

### **DISCLOSURE, LEGAL REPRESENTATION and COUNSEL FEES**

8.1 WIFE hereby acknowledges that he has had independent legal advice concerning the negotiation, contents and execution of this Stipulation by counsel of her own selection, having been represented by David L. Mejias, Esq., MEJIAS MILGRIM & ALVARADO P.C., 1 Dosoris Lane, Glen Cove, New York 11542.

8.2 HUSBAND has appeared on his own behalf and has chosen not to hire an attorney to represent him in this matter. **HUSBAND acknowledges that he has been previously advised and IS AGAIN HEREBY ADVISED THAT HE SHOULD IMMEDIATELY SECURE INDEPENDENT LEGAL COUNSEL to review this Agreement before signing it. NOTWITHSTANDING SAME, HUSBAND HAS CHOSEN NOT TO SECURE INDEPENDENT LEGAL COUNSEL to review this Stipulation before signing it. The HUSBAND acknowledges that the attorney for the WIFE has in no way advised the HUSBAND with respect to any aspect of this Stipulation and has in no way represented the HUSBAND with respect to its preparation. Notwithstanding such advice, however, the Wife has refused to seek independent legal counsel with respect to this Stipulation and is entering into this Stipulation without benefit of legal counsel. The HUSBAND hereby represents that, notwithstanding the absence of independent legal counsel, he**

**has carefully read this Stipulation, fully understands its terms and provisions and fully believes that this Stipulation is in all respects fair and reasonable.**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**JOHN CHARLES SIMON**

8.3 The parties agree that each shall be responsible for the payment of their own counsel fees for services rendered on his or her behalf to the date hereof, and for any services or expenses relative to prosecution or defense of any subsequent action or proceeding for divorce.

8.4 Except as otherwise set forth in the paragraph above,

(a) HUSBAND represents and warrants that there are no other monies due and owing by him to any other attorneys, accountants, investigators or otherwise, for any services rendered by anyone acting on her behalf for which WIFE can be held responsible pertaining to the matrimonial situation between the parties, negotiation of this Stipulation or any action for a divorce now pending or which may hereafter be instituted.

(b) WIFE represents and warrants that there are no other monies due and owing by her to any other attorneys, accountants, investigators or otherwise, for any services rendered by anyone acting on his behalf for which HUSBAND can be held responsible pertaining to the matrimonial situation between the parties, the negotiation of this Stipulation or any action for a divorce now pending or which may

hereafter be instituted.

8.5 The parties have NOT exchanged Financial Statements of Net Worth, setting forth their respective income, assets and liabilities despite the parties being made aware of their rights to do so. Without limiting the foregoing, no representations or warranties have been made by WIFE to HUSBAND, or by anyone else to HUSBAND, with respect to the past, present or future income or assets of WIFE; and, without limiting the foregoing, except as herein provided, no representations or warranties have been made by HUSBAND to WIFE, or anyone else to WIFE, with respect to the past, present or future income or assets of HUSBAND.

8.6 The parties acknowledge that they have been advised by their respective attorneys and have been provided an opportunity to seek the advice of independent tax counsel relative to considerations relating to the tax impact of this Stipulation and have been further advised to seek complete evaluations thereof to each party prior to the execution hereof. The parties further acknowledge that they have either obtained the advice of independent tax counsel relative to the aforementioned tax considerations or, in the alternative, have waived seeking such advice. The parties acknowledge that attorney for the WIFE in connection with the negotiation of this Stipulation has not offered any tax advice whatsoever with respect to the drafting, execution or tax impacts or effects of this Stipulation. The parties acknowledge that they are executing this Stipulation either relying upon the advice of

independent tax counsel with whom they have separately consulted or, in the alternative, having affirmatively waived the opportunity to consult with tax counsel and seek such independent tax advice.

8.7 Each of the parties has read this Stipulation prior to execution thereof, and believes same to be fair and reasonable.

8.8 The parties acknowledge that each is entering into this Stipulation freely and voluntarily, after seeking legal advice or having the opportunity to seek legal advice. Each party acknowledges that they clearly understand and consent to all terms and conditions within this Stipulation.

**ARTICLE 9**

**NOTICES AND CHANGE OF ADDRESS**

9.1 Notices required by this Stipulation to be sent to HUSBAND shall be sufficient if sent by WIFE or her representative, by certified mail-return receipt requested, to HUSBAND at 409 Cambridge Court, Glen Cove, NY 11542 or to such address as HUSBAND, by certified mail-return receipt requested written notice, shall have advised WIFE for the sending of such notices.

9.2 Notices required by this Stipulation to be sent to WIFE shall be sufficient if sent by HUSBAND or his representative, by certified mail-return receipt re-requested, to WIFE at 37 Willits Road, Glen Cove, NY 11542, or to such address as WIFE, by certified mail-return receipt requested written notice, shall have advised HUSBAND for the sending of such notices.

9.3 A written acknowledgment of the receipt of such notice, however, if signed by the party to whom same is addressed, shall be sufficient and need not be sent by certified mail.

9.4 Until such time as neither party is obligated to pay any monies to the other party, or obligated to one another under this Stipulation. The parties agree that each shall notify the other in writing of any change of his or her residential address and/or telephone number within fifteen (15) days of such change.

## **ARTICLE 10**

### **MODIFICATION AND WAIVER**

10.1 Neither this Stipulation nor any provision hereof shall be amended or modified except by an agreement in writing duly subscribed and acknowledged with the same formality as this Stipulation. Any waiver by either party of any provision of this Stipulation or any right or option hereunder shall not prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Stipulation by the other shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

## **ARTICLE 11**

### **PARAGRAPH AND ARTICLE HEADINGS**

11.1 The paragraph or article headings are for the purpose of convenience only and shall not be deemed to reflect any intent of the parties or be a part of this Stipulation.

**ARTICLE 12**  
**GOVERNING LAW**

12.1 All matters relating to the execution, validity, interpretation and performance of this Stipulation shall be governed, construed and determined in accordance with the laws of the State of New York, regardless of the forum in which an action in law or in equity may be brought by either of the parties hereto.

**ARTICLE 13**

**POSSIBLE INVALIDITY**

13.1 In case any provision of this Stipulation shall be held to be contrary to or invalid under the law of any country, state or other jurisdiction, such illegality or invalidity shall not affect in any way any other provision hereof, all of which shall continue, nevertheless, in full force and effect; and any provision which is held to be illegal or invalid in any country, state or other jurisdiction shall, nevertheless, remain in full force and effect in any country, state or other jurisdiction in which such provision is legal and valid.

**ARTICLE 14**  
**INDEPENDENT COVENANTS**

14.1 Each of the respective rights and obligations of the parties hereunder shall be deemed independent and may be enforced independently irrespective of any of the other rights and obligations set forth herein.

**ARTICLE 15**

**IMPLEMENTATION**

15.1 HUSBAND and WIFE agrees, warrants and covenants that he or she (as the case may be) shall, at any and all times, upon request by the other party or his or her legal representatives, promptly make, execute and deliver to the other (or his or her representative), without charge therefore, any and all such other and further documents and instruments as may be reasonably necessary or desirable to implement, effectuate and give full force and effect to the provisions of this Stipulation.

**ARTICLE 16**  
**ESTATE OBLIGATIONS**

16.1 This Stipulation shall bind the parties hereto, their heirs, executors, administrators, representatives and assigns and shall inure to the benefit of their respective heirs, executors, administrators, representatives and assigns.

**ARTICLE 17**

**BANKRUPTCY**

17.1 The parties have consented to the terms of this Stipulation upon their reliance of the express representations made to each other that all of its terms, particularly those with respect to the maintenance, payments of debts, property division and distributive award or any other transfers or payments to implement equitable distribution, shall be fully paid and completed in accordance with such terms and provisions.

17.2 It is the intention of the parties that the obligations for maintenance, payment of debts, property division and distributive award or any other transfers or payments to implement equitable distribution, which are made pursuant to the terms and provisions of this Stipulation, shall not be discharged, canceled, terminated, diminished or in any way affected by the filing of a petition on bankruptcy or by making an assignment for the benefit of creditors.

17.3 Accordingly, in the event that either party files a petition in bankruptcy or makes an assignment for the benefit of creditors, all transfers or payments provided in this Stipulation are intended to be maintenance. The party who files such petition in bankruptcy or makes such assignment for the benefit of creditors shall be liable for any resulting tax consequences.

17.4 To the extent that any obligation arising under this Stipulation of Settlement may be discharged, canceled, terminated, diminished or in any way affected by the filing of a petition on bankruptcy or by making an assignment for the benefit of creditors, the party adversely affected by such action shall be entitled to apply to any Court of competent and appropriate jurisdiction for modification of this Stipulation and any Order or decree into which it may hereafter be incorporated. The party who files such petition in bankruptcy or who makes an assignment for the benefit of creditors hereby consents that in any proceeding brought by the other party pursuant to this provision, the Court hearing the same may grant economic relief of any kind or nature to relieve the other party of the adverse impact of the bankruptcy or assignment, irrespective of the otherwise applicable standards for such relief including, but not limited to, the granting of maintenance to a party who would otherwise not qualify for such relief under the criteria of the particular jurisdiction.

**ARTICLE 18**  
**CONSTRUCTION**

18.1 The parties hereby acknowledge, represent and agree that this Stipulation has been negotiated by both parties, together with their respective counsel, and, for the purposes of construction, neither party nor his or her counsel is deemed to be the draftsman thereof.

**ARTICLE 19: NECESSARY INSTRUMENTS**

19.1 Each party shall promptly, upon request, execute, acknowledge and deliver, in proper form, either to the other party or to any other persons, firms or entities as the other party may direct, any and all further instruments, documents, forms or information which may be reasonably required, from time to time, and shall otherwise reasonably cooperate with the other party to give full force and effect to the provisions of this Agreement.

**ARTICLE 20: PENALTIES ON DEFAULT**

20.1. In the event that either party defaults with respect to any obligation set forth in this Stipulation, the injured party shall send written notice, by certified mail, return receipt requested, to the defaulting party, which notice shall specify the nature of the default and, if relevant, any amount due which remains unpaid. If the payment is not made, or the default otherwise cured, within ten (10) days of receipt of said notice, and the injured party incurs attorney's fees and related expenses or costs in commencing and maintaining an action or proceeding to enforce this Stipulation, the defaulting party shall pay all such fees and costs.

20.2. In the event that either party defaults with respect to any obligation set forth in this Stipulation, the defaulting party shall pay the reasonable attorney's fees and related expenses and costs incurred by the injured party in the enforcement of this Stipulation, provided such enforcement is ultimately attained by decision or judgment from the Court.

20.3 For the purposes of this Stipulation, it is understood and agreed that in the event a party shall institute a suit or other proceeding against the other to enforce any of the terms, covenants or conditions of this Stipulation and after the institution of such action or proceeding and before judgment is or can be rendered, the defaulting party shall comply with such term or condition of the Stipulation, then and in that event, the suit, motion or proceeding instituted by the party shall be deemed to have resulted in a judgment, decree or order in favor of the non-defaulting

party.

20.4 In the event either party institutes a lawsuit or other proceeding based upon a claim of undisclosed assets and entitlements to a distribution thereof, and such claim is determined to be frivolous by a Court of competent jurisdiction, that party shall be required to pay the other party's reasonable counsel fees incurred with the defense of said action.

20.5 For the purpose of this Article, the term "proceeding" shall include a counterclaim or cross-claim.



**ARTICLE 21: SUBSEQUENT ATTACK ON STIPULATION**

21.1. All of the transfers, conveyances, distributions, assignments, and payments made pursuant to this Stipulation are made in consideration of all of the other transfers, conveyances, distributions, assignments, and payments, waivers, and obligations established by the terms and provisions of this Stipulation.

22.2 In the event that either party at any future time institutes an action or proceeding, or endeavors by way of interposition of a counterclaim or defense, to set aside this Stipulation or any of its terms or provisions on the ground or for any reason, including but not limited to, incapacity, fraud, duress, overreaching, undue influence, unfairness, unreasonableness, unconscionability, such party shall fully reimburse the other party for any and all attorney's fees and related legal expenses and costs incurred in connection with the defense of such action or proceeding in the event that the claims or defenses of invalidity are dismissed, rejected, or otherwise unsuccessful.

**SIGNATURES**

***IN WITNESS WHEREOF***, the parties hereto have hereunto set their hands and seals the day and year first above written.

\_\_\_\_\_  
**JANICE MARIE SIMON**

\_\_\_\_\_  
**JOHN CHARLES SIMON**

~~CONFIDENTIAL~~

STATE OF NEW YORK    )  
                                  ss:  
COUNTY OF NASSAU    )

On the \_\_ day of February, 2012, before me, the undersigned, a notary public in and for said State, personally appeared JANICE MARIE SIMON, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

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

STATE OF NEW YORK) ss:  
COUNTY OF NASSAU )

On the \_\_ day of February, 2012, before me, the undersigned, a notary public in and for said State, personally appeared JOHN CHARLES SIMON 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

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