

FAMILY COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

~~Hon. Turquoise Haskin~~

In the Matter of a Family Offense Proceeding

**RIMA MOHAMED ATTAR (DOB: 02/16/1990),**

Petitioner,

File #: 339447

Docket #: 0-14527-25

-against-

**ORDER TO  
SHOW CAUSE**

**SAMIR JIHAD MOUKDAD (DOB: 10/07/1989),**

Respondent.

-----X  
Upon the annexed Affirmation of SAMIR JIHAD MOUKDAD, Respondent, sworn to on the 19<sup>th</sup> day of August, 2025, and upon all prior pleadings and proceedings herein, let the Petitioner, RIMA MOHAMED ATTAR, show cause before this Court, at the Courthouse located at 330 Jay Street, Brooklyn, New York, on the 22 day of ~~OCTOBER~~, 2025, at 9<sup>AM</sup> o'clock in the ~~AM~~ noon, or as soon thereafter as counsel can be heard, why an Order should not be made and entered:

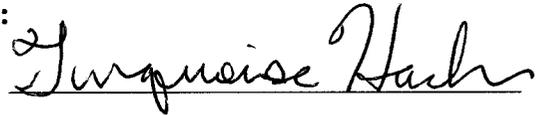
- 1. ~~ORDERED~~, that the parties appear and show cause before this Court at the scheduled appearance on August 20, 2025, why the relief requested herein should not be granted; or, if not heard on that date, on such other date and time as the Court may direct;
- 2. ~~ORDERED~~, that the Family Offense Petition under Docket No. 0-14527-25 is dismissed with Prejudice in its entirety pursuant to CPLR 3211(a)(2), (a)(4), and (a)(7), and Family Court Act § 812, on the grounds that it fails to allege any facts constituting a family offense, raises issues already within the jurisdiction of the Supreme Court in the parties' matrimonial action, and duplicates matters previously litigated or governed by existing orders.
- 3. ~~ORDERED~~, that any and all interim orders issued in connection with this Petition are vacated, and it is further
- 4. ~~ORDERED~~, that the Court grant such other and further relief as it deems just and proper.

SERVICE:

5. **ORDERED**, that service of a copy of this Order to Show Cause, together with the papers upon which it is granted, upon Petitioner by serving her counsel, Elliot Green, Esq., at 32 Court Street, Suite 404, Brooklyn, NY 11201, by email to [elliotgreen@netzero.com](mailto:elliotgreen@netzero.com) and [elliott@elliottgreenlaw.com](mailto:elliott@elliottgreenlaw.com), with a courtesy copy sent by overnight delivery, on or before the 22 day of August, 2025, shall be deemed good and sufficient service.

Dated: Brooklyn, New York  
August 18, 2025  
20

ENTER:



HON. TURQUOISE HASKIN, J.F.C.

Hon. Turquoise Haskin

FAMILY COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS – PART 12

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In the Matter of a Family Offense Proceeding

**RIMA MOHAMED ATTAR (DOB: 02/16/1990),**

Petitioner,

**File #:** 339447  
**Docket #:** 0-14527-25

-against-

**AFFIRMATION IN SUPPORT  
OF MOTION TO DISMISS**

**SAMIR JIHAD MOUKDAD (DOB: 10/07/1989),**

Respondent.

-----x

**PRELIMINARY STATEMENT**

This motion is resubmitted following the Court’s August 18, 2025 order denying without prejudice my prior motion for improper service. I have now served the motion properly and seek dismissal on the merits. The Petition is procedurally defective and substantively meritless. It recycles allegations from a 2022 Family Offense Petition filed in Richmond County (Docket No. 0-03156-22) that were transferred to and addressed in the parties’ Supreme Court matrimonial action. The current filing appears retaliatory: it was made less than twenty four hours after a parenting time dispute and bypasses the court ordered Parenting Coordinator process mandated by the October 31 2022 so-ordered stipulation. At the August 18 2025 hearing, Petitioner effectively conceded that the March 30 incident was the sole basis for the order of protection, undermining the rest of the petition. Even if the remaining allegations are taken as true, they do not plead conduct that meets any of the statutory elements of a “family offense” or establish a qualifying relationship under Family Court Act § 812. For these reasons, and as set forth below, the Petition should be dismissed pursuant to CPLR 3211(a)(2) (lack of subject-matter jurisdiction), CPLR 3211(a)(4) (another action pending), and CPLR 3211(a)(7) (failure to state a cause of action).

**RESPONDENT’S AFFIRMATION IN SUPPORT OF MOTION TO DISMISS PURSUANT TO  
CPLR 3211 & FCA § 812**

I, SAMIR JIHAD MOUKDAD, being duly sworn, affirm under penalty of perjury:

1. I am the respondent in this proceeding and submit this affirmation in support of my motion to dismiss the family offense petition filed by petitioner Rima Mohamed Attar pursuant to CPLR 3211(a)(2), (a)(4) and (a)(7). Family Court Act § 812 limits the Family Court's jurisdiction to civil proceedings concerning specified criminal acts, including disorderly conduct, harassment, menacing, stalking, assault, strangulation and other enumerated offenses, and only when those acts occur between spouses or former spouses, between parent and child or between members of the same family or household. A family offense petition must include allegations of the necessary elements of one of these offenses or it is subject to dismissal. The petition here fails to state a cause of action for any enumerated family offense, raises issues already subject to Supreme Court jurisdiction, and duplicates matters previously litigated or currently governed by existing orders in the parties' matrimonial action. Even if all allegations are taken as true for purposes of this motion, they do not constitute conduct rising to the level of a family offense under § 812, and the petition should therefore be dismissed in its entirety.
2. **Petitioner has repeatedly initiated substantially similar proceedings in multiple forums: (1) the parties' pending matrimonial action in Supreme Court, Kings County (Index No. 551289/2021); (2) a 2022 family offense petition filed in Richmond County Family Court (Docket No. 0-03156-22); and (3) the present proceeding in Kings County Family Court (Docket No. 0-14527-25).** Many of the allegations in the current petition mirror those raised in the earlier proceedings, which were transferred to Supreme Court and addressed there. Under CPLR 3211(a)(4), a cause of action may be dismissed when "there is another action pending between the same parties for the same cause of action." This repeated re-litigation misuses concurrent jurisdiction and creates duplicative litigation. Moreover, the parties' October 31 2022 So Ordered Stipulation of Settlement required them to consult with a parenting coordinator before resorting to court, a common provision in New York custody agreements, yet petitioner bypassed this process. These circumstances warrant dismissal of the petition pursuant to CPLR 3211(a)(4).
3. Petitioner filed the family offense petition on July 18 2025, one day after she came to my residence during my scheduled summer parenting week. She waited outside for several hours, contacted law enforcement, and sent me an email threatening to seek a Writ of Habeas Corpus and an Order to Show Cause in retaliation for my lawful exercise of court ordered parenting time (*Exhibit A*). She commenced this proceeding the following day. Courts have acknowledged that petitions for orders of protection are sometimes filed not for protection but for leverage in divorce or visitation disputes, and in one published case the Family Court was criticized for failing to consider whether the petitioner's family offense petition was filed "as retaliation for the Respondent's custody petitions." The circumstances here are similar: the petition was filed less than twenty four hours after a parenting time disagreement and hours after my Order to Show Cause was filed in Supreme Court. Petitioner later sought to characterize the July 17 incident as a "violation," but her counsel and this Honorable Court acknowledged that no violation petition was before the court; when the same issue was raised before Justice Prus on July 22 2025, he did not find any violation and directed that further parenting disputes be addressed by the parenting

coordinator. The Parenting Coordinator has since resolved the scheduling dispute and placed the parties on OurFamilyWizard, underscoring that this alleged “family offense” was simply a parenting time disagreement to be handled under the October 31 2022 so-ordered stipulation. The close timing of petitioner’s threats and her filing of this petition strongly indicates that it was initiated in retaliation for my exercise of summer parenting time, rather than to allege conduct that meets the statutory elements of a family offense

4. The petition conflicts with subsequent Supreme Court orders issued by Justice Eric I. Prus on July 22 and August 1, 2025, which directed that custody and parenting time disputes be handled through the parenting coordinator under the parties’ October 31 2022 so-ordered stipulation. That stipulation requires the parties to consult with a parenting coordinator to help them make joint decisions about the child. The provision expressly states that this process is intended to reduce the need for judicial intervention and that neither party may act unilaterally until the court makes a decision. By filing a family offense petition to litigate a parenting time disagreement instead of following Justice Prus’s directives and the stipulated dispute resolution process, petitioner has circumvented both the Supreme Court’s orders and the stipulation’s mandatory procedure (*see Exhibit B – July 22, 2025 directive*).
5. On August 7, 2025, Petitioner emailed me stating, “you cannot disobey with the stipulation... Judge Prus explicitly directed that we comply with the stipulation.” Petitioner’s own words confirm that the dispute underlying both the Writ of Habeas Corpus, which has since been deemed satisfied by this Honorable Court, and the instant Family Offense Petition is the same parenting time disagreement addressed by the Supreme Court’s July 22, 2025 and August 1, 2025 orders. Those orders expressly direct that custody, parenting time, and related disputes be addressed through the Parenting Coordinator before either party may seek further relief from the Court. Notably, while my response included the Parenting Coordinator on copy as required, Petitioner’s email omitted the Parenting Coordinator entirely, demonstrating her disregard for the court ordered dispute resolution process. Proceeding with this Family Court petition while the Parenting Coordinator process is ongoing violates the framework already in place, renders this proceeding premature, and wastes judicial resources.
6. These filings are not separate controversies; they are parallel attempts to litigate the same parenting time incident during my court ordered summer access. By presenting the matter as a question of adherence to our Supreme Court parenting agreement, petitioner effectively concedes that the proper forum for resolving such disputes is the parenting coordinator pursuant to the So-Ordered Stipulation and not Family Court. Family Court’s jurisdiction over family offense proceedings is limited to specified criminal acts between individuals in a qualifying relationship; our disagreement is a custody and parenting time dispute governed by Supreme Court orders. Moreover, CPLR 3211(a)(4) authorizes dismissal when another action is pending between the same parties for the same cause; the critical element is that both suits arise out of the same subject matter or series of alleged wrongs. Here, the Writ of Habeas Corpus, the Family

Court petition, and the Supreme Court proceedings all arise from the same parenting time disagreement. This makes the petition duplicative and an improper use of Family Court's concurrent jurisdiction, warranting dismissal under CPLR 3211(a)(2) and (a)(4).

### **LEGAL INSUFFICIENCY OF EACH ALLEGATION**

7. Petitioner's introductory paragraph merely lists alleged offenses, such as harassment and stalking, without reciting facts that, if true, would satisfy any statutory elements of those crimes. Courts have long held that a family offense petition may be dismissed without a hearing when it fails to set forth factual allegations which, if proven, would establish that the respondent committed a qualifying family offense. In determining whether a petition alleges an enumerated family offense, the court must liberally construe the pleading and accept its factual statements as true, but it will not credit bare legal conclusions; petitions that are "conclusory" or lack factual specificity must be dismissed. For example, in *Matter of Riyad v. Abdelmoumen*, the Second Department affirmed dismissal of a petition because, even when read generously, it contained only conclusory allegations and failed to allege conduct constituting a family offense. Similarly, *Matter of Cole v. Benjamin* explained that a family offense petition must set forth factual allegations which, if true, would make out a family offense, and that the court must nevertheless dismiss a petition that is conclusory or fails to allege a qualifying offense. A more recent decision, *Matter of Y.M. v. D.S.*, reiterated that conclusory allegations (claims consisting of bare legal conclusions with no factual specificity) are insufficient to survive a motion to dismiss. Because the present petition offers nothing more than a list of offenses without specific factual allegations, it fails to satisfy these standards and must be dismissed for legal insufficiency.

**A. March 30, 2025 incident (alleged as March 31, 2025):** The Petition references a "police report" and video concerning this alleged incident. A police report is merely a record of an unverified complaint and, absent certification and admissible hearsay exceptions, is inadmissible and cannot sustain a family offense petition. *See Yassin v. Blackman*, 188 A.D.3d 62, 65 (2d Dept. 2020). Even crediting Petitioner's description of the video that Respondent knocked a phone from her hand and may have made incidental contact, the conduct, without more, does not satisfy the elements of any enumerated family offense.

- Assault (PL § 120.00): requires intent to cause and actual causation of physical injury. No injury is alleged.
- Harassment 2d (PL § 240.26): requires intent to harass/annoy and a course of conduct serving no legitimate purpose. The alleged isolated act is equally consistent with preventing intrusive recording, a lawful purpose.
- Menacing 3d (PL § 120.15): requires a physical menace placing another in fear of injury. No threat or intent to cause fear is alleged.

- Criminal Mischief 4th (PL § 145.00): requires intentional property damage. No damage is claimed.

On a motion to dismiss, the Court accepts facts as pled but cannot infer unlawful intent where the conduct is also consistent with lawful behavior. Because the March 30 allegation lacks injury, threats, a course of conduct, or property damage, it is facially insufficient under FCA § 821 and CPLR 3211(a)(7).

**B. 2025 repeated calls/texts:** The Petition alleges that respondent’s repeated calls and text messages amount to stalking or harassment. Those communications, however, were for parenting coordination and therefore have a legitimate purpose. Penal Law § 240.26(3) defines harassment in the second degree as a course of conduct or repeated acts “which serve no legitimate purpose.” Penal Law § 240.30(2), addressing aggravated harassment, criminalizes only telephone calls made “with no purpose of legitimate communication.” The New York Court of Appeals has explained that “no legitimate purpose” means the absence of a reason or justification to engage someone, other than to hound, frighten, intimidate or threaten. Because co-parenting requires communicating about exchanges and scheduling, calls and texts made to coordinate parenting time have a legitimate purpose and cannot satisfy the “no legitimate purpose” element. The Petition does not allege any threats or coercive conduct. Moreover, the Attorney’s Notice of Default issued to Petitioner for failing to retain the Parenting Coordinator as ordered by the Supreme Court (*Exhibit C*) demonstrates that these issues stem from noncompliance with the court ordered dispute resolution process, not from criminal conduct. Accordingly, the repeated calls and texts cannot constitute a family offense under FCA § 812, and this claim must be dismissed under CPLR 3211(a)(7).

**C. August 22, 2022 call about visiting aunt:** This was a one time inquiry regarding the child’s location during Petitioner’s parenting time. Page 27, paragraph M of the October 31, 2022 So Ordered Stipulation of Settlement provides that “Each parent shall disclose the location of the child during his or her own parenting time upon the other parent’s reasonable request” (*Exhibit D*). Such a court ordered inquiry has a legitimate purpose. Penal Law § 240.26(3) defines harassment in the second degree as engaging in a course of conduct or repeated acts that serve no legitimate purpose. The Court of Appeals has explained that “no legitimate purpose” means there is no reason to engage someone other than to hound, frighten, intimidate or threaten. Because this call was authorized by court order and involved no threats, it cannot satisfy the “no legitimate purpose” element required for stalking or harassment. Accordingly, this allegation fails to state a family offense under FCA § 812 and must be dismissed.

**D. August 20, 2022 jewelry demand:** The allegation concerns a property dispute involving the return of personal property. Courts have noted that property disputes cannot be transformed into family offense proceedings; for example, in *Matter of Ijeoma F.A. v. Okechukwu D.*, the Family Court observed that the parties’ property dispute “had likely been masquerading as a family offense” and dismissed the petition. Family Court Act § 812 enumerates specific criminal acts (e.g., assault, menacing, harassment), and crimes like trespassing or criminal possession of stolen property, even if committed between family members, are not listed. Because the petition alleges no threats, violence or intent to intimidate

and merely seeks the return of jewelry, it fails to state any enumerated family offense and must be dismissed under CPLR 3211(a)(7).

**E. July 2022 inquiry about cousin's home:** This was a one time request for the child's location during Petitioner's parenting time, expressly authorized under page 27, paragraph M of the October 31, 2022 So Ordered Stipulation of Settlement (*Exhibit D*). As a matter of law, such an inquiry serves a legitimate purpose and cannot satisfy the "no legitimate purpose" element required for any stalking related family offense under FCA § 812 and the Penal Law. No threat is alleged.

**F. October 2022 OOP arrest:** This allegation relates to an arrest and Temporary Order of Protection from 2022 that has already been adjudicated and dismissed. In *Matter of Mirelle F. v Renol F.*, the court explained that when a family offense petition is dismissed with prejudice after a fact-finding hearing, the doctrine of res judicata bars the petitioner from bringing a new family offense action based on the same incident. The court noted that a valid final judgment "bars future actions between the same parties on the same cause of action," and thus a petitioner cannot litigate facts that were previously adjudicated. New petitions are allowed only if they are based on "new incidents." Here, the 2022 criminal case (*see Exhibit E*) was dismissed and sealed, and the Temporary Order of Protection was vacated. Because the underlying conduct has been adjudicated and no new offense is alleged, this matter cannot serve as the basis for a new order of protection. Accordingly, the October 2022 allegation must be dismissed under CPLR 3211(a)(7).

**G. FaceTime threats:** The "FaceTime threats" allegation, as pled, is legally deficient. Menacing in the third degree requires a physical menace that intentionally places another in fear of death or imminent physical injury, and second degree harassment requires a course of conduct or repeated acts, done with the intent to harass, annoy or alarm, that serve no legitimate purpose. New York courts dismiss family offense petitions that contain only conclusory allegations and lack factual detail. Here, the petition simply alleges vague "FaceTime threats" without quoting any statement or describing any conduct; it does not claim that respondent brandished a weapon, threatened physical harm, or engaged in a repeated course of harassment. The allegation appears tied to ongoing parenting disputes and lacks any assertion of imminent physical harm or a pattern of harassment. As such, the FaceTime allegation fails to state the elements of menacing, harassment or any other enumerated family offense under FCA § 812 and should be dismissed under CPLR 3211(a)(7).

**H. Facebook Posts:** The allegation regarding social media posts misstates both the source of the rule and the Family Court's authority. The October 31, 2022 Short Form Order entered by Justice Prus (*Exhibit F*) prohibits either parent from posting disparaging comments about the other or the child on social media, and enforcement of that order lies with the Supreme Court. Family Court Act § 812 is limited to enumerated family offenses such as assault, stalking, and harassment, and simply posting comments on social media is not among them. To establish stalking or harassment, a petitioner must plead a course of conduct undertaken with no legitimate purpose that causes fear of harm. The petition here does not allege dates, repeated conduct, threats, or fear of harm. Even if disparaging comments were

made, they would amount at most to a violation of the Supreme Court order, not a family offense. Because enforcement rests with the Supreme Court and the petition fails to allege the statutory elements of any offense, this claim is duplicative and must be dismissed under CPLR 3211(a)(2) and (a)(4).

8. Petitioner, an attorney admitted to practice in New York, is presumed to understand the jurisdictional limits of this Court and the pleading requirements under Family Court Act § 821, yet has filed a petition that consists largely of conclusory box checking without factual allegations sufficient to state a family offense.
9. The following chart identifies the “Possible” Penal Law offenses **exactly as listed by Petitioner in her Family Offense Petition** and sets forth why, even assuming her allegations are true for the purposes of this motion, they fail to meet the required statutory elements. This chart is provided solely for purposes of legal analysis under CPLR 3211 and FCA § 821 and is not an admission that any alleged conduct occurred or constitutes a family offense.

**STATUTORY ELEMENT ANALYSIS**

<b>Petition Allegation</b>	<b>"Possible" Penal Law Offense(s) under FCA § 812</b>	<b>Key Elements Required</b>	<b>Why Allegation Fails</b>
Harassment in the Second Degree (PL § 240.26)	PL § 240.26	Intent to harass, annoy, or alarm + physical contact, threat, or repeated acts	No factual allegations of physical contact, threats, or repeated acts meeting statutory definition; conclusory listing only.
Harassment in the First Degree (PL § 240.25)	PL § 240.25	Intent to harass + repeated following or engaging in a course of conduct likely to cause reasonable fear of physical injury	No repeated conduct alleged that would cause reasonable fear; one time disputes tied to parenting do not qualify.
Stalking in the First, Second, Third, or Fourth Degree (PL §§ 120.60, 120.55, 120.50, 120.45)	PL §§ 120.45–120.60	Course of conduct directed at a person, no legitimate purpose, causing reasonable fear	Alleged conduct involved child related inquiries expressly authorized by court order; lawful purpose defeats element.
Menacing in the Second or Third Degree (PL §§ 120.14, 120.15)	PL §§ 120.14, 120.15	Intentionally placing another in fear of injury by physical menace	No specific threats or physical menacing conduct alleged; vague parenting disputes are insufficient.

Assault in the Second or Third Degree (PL §§ 120.05, 120.00)	PL §§ 120.05, 120.00	Intent to cause physical injury + injury caused (or injury with weapon for higher degree)	No injury alleged; alleged conduct (smacking phone) does not meet statutory injury requirement.
Attempted Assault (PL §§ 110.00, 120.00)	PL §§ 110.00, 120.00	Intent to cause physical injury + substantial step toward commission	No facts showing intent to cause injury; no substantial step alleged.
Aggravated Harassment in the Second Degree (PL § 240.30)	PL § 240.30	Communication with intent to harass + threat of physical harm or repeated unwanted contact	No alleged threats of physical harm; no repeated unwanted contact unrelated to parenting.
Reckless Endangerment (PL §§ 120.20, 120.25)	PL §§ 120.20, 120.25	Recklessly engaging in conduct creating substantial risk of serious injury	No conduct alleged that created substantial risk of serious injury; parenting disputes do not meet this standard.
Disorderly Conduct (PL § 240.20)	PL § 240.20	Intent to cause public inconvenience, annoyance, or alarm	Allegations concern private disputes, not public disturbance.

**Recycled Allegations from 2022 Richmond County Family Offense Petition**

10. Nearly all allegations in the present Petition are exact replications to claims made in a 2022 Family Offense Petition filed by Petitioner in Richmond County Family Court, later transferred to Supreme Court. A side by side comparison demonstrates that Petitioner is reasserting the same stale incidents years later:

<b>2025 Allegation</b>	<b>Identical/Similar 2022 Allegation (Richmond County)</b>
C. August 22, 2022 call about aunt	Alleged in ¶ 1, p.4 — same date, same description
D. August 20, 2022 jewelry demand	Alleged in ¶ 2, p.4 — same date, same description
E. July 2022 cousin’s home inquiry	Alleged in ¶ 3, p.4 — same date, same description
G. FaceTime “threats”	Alleged in ¶ 4, p.4 — same content alleged
H. Facebook/social media	Alleged in ¶ 4, p.4 — same description

(See Exhibit G – 2022 Richmond County Family Offense Petition).

11. These are not new incidents but the same stale allegations Petitioner advanced in 2022 in a different venue. Refiling them years later in another county constitutes improper forum shopping

and duplicative litigation under CPLR 3211(a)(4), and their age alone renders them legally insufficient to support a current order of protection.

12. These recycled allegations are not only stale, dating back to 2022, but are being advanced while Petitioner has willfully ignored the court ordered dispute resolution process. Despite the Supreme Court's directive that all parenting disputes be addressed through the Parenting Coordinator, Petitioner failed to retain the Coordinator as required, as documented in the Attorney's Notice of Default and confirmed on July 22, 2025, when Justice Prus ordered her to do so by July 25, 2025 (*Exhibit C*).
13. Petitioner herself acknowledges in No. 5 on page 8 of the current Petition that "*No previous application has been made to any court or judge for the relief requested herein with the exception of the initial application and prior petition.*" The "prior petition" she references is the 2022 Richmond County Family Offense Petition (*Exhibit G*), which contains the same exact allegations as those set forth in Allegations C through H herein.
14. In addition to the identical dates, descriptions, and language, the recycled nature of these allegations is further confirmed by the fact that Petitioner incorrectly lists the child's name as "Isabella Jihad Moukdad" in both the 2022 petition and in the current Petition. On July 21, 2025, Respondent corrected this error on the record before this Court. The repetition of the same erroneous middle name from the 2022 filing to the present one demonstrates that portions of the current Petition were copied directly from the 2022 petition, contradicting Petitioner's counsel's representation that these are not recycled claims.
15. Nothing herein should be construed as a concession of the truth of the Petitioner's allegations. Respondent expressly denies them and will submit a detailed Verified Answer should the Court not dismiss the petition at this stage.

**WHEREFORE**, Respondent respectfully requests that the Court dismiss the Family Offense Petition in its entirety pursuant to CPLR 3211(a)(2), (a)(4), and (a)(7), and Family Court Act § 812, on the grounds that the Petition (i) fails to state a cause of action for any family offense, (ii) raises issues that are subject to the exclusive jurisdiction of the Supreme Court, and (iii) is duplicative of prior proceedings. Respondent further requests such other and further relief as the Court deems just and proper.

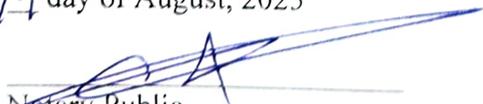
Dated: Brooklyn, New York  
August 19, 2025



**SAMIR J. MOUKDAD**

*Respondent, Pro Se*  
*sjmoukdad@gmail.com*  
*(347)236-0460*

Sworn to before me this  
19 day of August, 2025

  
Notary Public



# EXHIBIT A

## **Email from Petitioner Threatening to File Writ of Habeas Corpus and Order to Show Cause**

This email, sent by Petitioner Rima Mohamed Attar to Respondent on July 17, 2025, contains an explicit threat to file a writ of habeas corpus and an Order to Show Cause in direct response to Respondent's exercise of court ordered summer parenting time. The email was sent less than twenty four hours before Petitioner commenced the instant Family Offense proceeding, demonstrating the retaliatory motive underlying the Petition.



Sam Moukdad <sjmoukdad@gmail.com>

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**(no subject)**

4 messages

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**Rima Attar** <rimaa363@gmail.com>

Thu, Jul 17, 2025 at 1:45 PM

To: Samir Moukdad <sjmoukdad@gmail.com>, "Benjamin D. Moore" <ben@moorefamilylaw.com>

Hi Samir,

Please be advised that I will be picking Isabella up today at 6:30 p.m. for my parenting week. You failed to revise your summer access schedule dates to ensure compliance with the stipulation of settlement. The 3 weeks' concern was not the only issue and I have addressed that in prior emails. Please be further advised that in the event of non-compliance with the Stipulation of Settlement and if failure to produce Isabella at 6:30 p.m. today, **I will be filing a writ of habeas corpus demanding the return of Isabella, as well as an Order to Show tomorrow.** I suggest you stay within your legal boundaries of the stipulation.

Best regards,

Rima Attar, Esq.

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# EXHIBIT B

## **July 22, 2025 Supreme Court Directive by Justice Eric I. Prus**

This order, issued by Justice Eric I. Prus in the parties' matrimonial action, directs that all custody and parenting time disputes between the parties be addressed through the Parenting Coordinator in accordance with the October 31, 2022 So Ordered Stipulation of Settlement. This directive confirms that the issues raised in the instant Family Offense Petition fall within the scope of the Supreme Court's jurisdiction and ordered dispute resolution process, making the present proceeding duplicative and improper.

OK TO BE FILED BY K.C.C

KINGS COUNTY SUPREME COURT CIVIL TERM APPROVED DATE 7/24/25

At a Matrimonial Part 5A of the Supreme Court of the State of New York, County of Kings, at the Court-house located at 360 Adams Street, Brooklyn, New York on the \_\_\_ day of \_\_\_, 2025

P R E S E N T:

HON. ERIC I. PRUS Justice

KINGS COUNTY CLERK FEE PD \$ 45.00 MM

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RIMA ATTAR,

Index No.551289/2021

Plaintiff,

-against-

ORDER TO SHOW CAUSE

SAMIR MOUKDAD,

Defendant.

----- x

THE PURPOSE OF THIS PROCEEDING IS TO DETERMINE WHETHER THE PARENTING SCHEDULE, AS GOVERNED BY THE PARTIES' STIPULATION OF SETTLEMENT DATED OCTOBER 31, 2022, HAS BEEN VIOLATED BY THE PLAINTIFF, RIMA ATTAR, AND WHETHER DECLARATORY OR PROSPECTIVE ENFORCEMENT RELIEF IS WARRANTED.

Upon the annexed affirmation of Samir Moukdad, dated July 18, 2025, the attached Exhibits A through H, and the full record of proceedings in the above-captioned matter, let the Plaintiff, RIMA ATTAR, show cause before this Court at the Supreme Court of the State of New York, County of Kings, Room \_\_\_, at \_\_\_ a.m./p.m. on the \_\_\_ day of \_\_\_\_\_, 2025, or as soon thereafter as counsel may be heard, why an Order should not be made and entered for the

FILED BY KAC

KINGS COUNTY  
SUPREME COURT  
CIVIL TERM  
APPROVED  
DATE

KINGS COUNTY CLERK  
FEB 03 2025

following relief:

ORDERED that it be declared that Defendant SAMIR MOUKDAD is entitled to uninterrupted summer parenting time from July 16 through July 23, 2025, and from August 13 through August 20, 2025, pursuant to the Stipulation of Settlement (p. 26, ¶ ii);

ORDERED that Plaintiff RIMA ATTAR be directed to refrain from interfering with Defendant's parenting time, <sup>through 7/23/25</sup> including but not limited to making false assertions of noncompliance, demanding exchanges during Defendant's designated weeks, or issuing threats of legal action without basis;

ORDERED that the parenting schedule, <sup>for summer 2025 + thereafter</sup> as implemented by Defendant, be confirmed as consistent with the weekend swap structure required by the Stipulation, including Defendant's <sup>neither party shall have no more than 2 week consecutive weeks or 2 non consecutive weeks of parenting time.</sup> voluntary decision to forgo the weekend of August 9-11, 2025, to ensure compliance with the two-weekend limitation;

ORDERED that pending the hearing of this Order to Show Cause, <sup>both parties</sup> the Defendant <sup>to retain parenting weekly by JANE Pearl by 7/25/25</sup> shall retain uninterrupted parenting time pursuant to the above schedule and the Plaintiff shall not interfere with the same.

ORDERED that Granting such other and further relief as the Court deems just and proper.

ENTER

J. S. C.

*7-22-25*  
*The court despite giving a return date of 8/17/25 declines to sign Mrs OSC as there is provision for same in stipulation of settlement & the stipulation has not been annexed to the moving paper*

# EXHIBIT C

## **Attorney's Notice of Default Regarding Parenting Coordinator Retention**

This exhibit is a true and correct copy of the written Notice of Default served by Respondent's former counsel upon Petitioner, documenting her failure to retain the court ordered Parenting Coordinator in compliance with the October 31, 2022 So Ordered Stipulation of Settlement.

This notice is submitted to demonstrate Petitioner's noncompliance with the Supreme Court's mandated dispute resolution process, as well as her continued initiation of Family Court proceedings without first engaging the Parenting Coordinator as required.

**NOTICE OF DEFAULT**

**RIMA ATTAR'S  
BREACH OF PROVISIONS OF  
STIPULATION OF SETTLEMENT AND AGREEMENT  
DATED JUNE 30, 2022 AND  
SO ORDERED ON NOVEMBER 2, 2022**

May 29, 2024

*By Overnight Delivery with Courtesy Copy by E-Mail*

Ms. Rima Attar  
300a Cortelyou Avenue  
Staten Island, New York 10312  
[rimea363@gmail.com](mailto:rimea363@gmail.com)

Dear Ms. Attar:

We represent Samir Moukdad. As you are aware, you are bound by the terms of the Stipulation of Settlement and Agreement dated June 30, 2022 and So Ordered by Hon. Eric I. Prus, Kings County Supreme Court on November 2, 2022 (the "So Ordered Agreement"). Pursuant to Article XVIII of the So Ordered Agreement, this letter shall serve as notice of your failure to fulfill certain of your obligations thereunder, to wit:

Article XI(G.) provides:

The parties recognize that from time-to-time they may not agree on non-financial decisions regarding the Child. In the event of a disagreement regarding a major issue affecting the Child, after the parties have made a timely, meaningful and reasonable good faith attempt ... to reach an agreement, they shall consult with a mutually agreed upon Parenting Coordinator, who the parties agree shall be Jane Pearl, of the Mandel Law Firm, 370 Lexington Avenue, Suite 505, New York, New York 10017 in order to assist them in reaching a mutual resolution.

So Ordered Agreement, Art. XI(G.).

It is our understanding that you and Mr. Moukdad have been unable to reach agreement on, *inter alia*, issues surrounding the education of your daughter. It is our further understanding that you have failed to pay your portion of the retainer agreement to engage Ms. Pearl as parenting coordinator. Ms. Pearl sent her retainer agreement to you on April 19, 2024. You have since evaded payment of the retainer and signing of the retainer agreement.

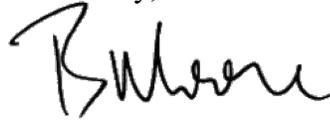
On May 9, 2024, Ms. Pearl sent an email to you which stated, "I write to ask, please Rima, whether you will be signing the revised retainer agreement you received on 4/19/24." Mr. Moukdad has also attempted to engage you on this issue. He sent you an email on May 16, 2024, asking "Is there any reason for the delay and the lack of communication? Please sign the revised retainer agreement so that we can discuss these important issues." Again, as we are informed, you ignored this email.

\* \* \* \*

Pursuant to Article XVIII of the So Ordered Agreement, you have ten (10) days to remedy your above-noticed violations. Mr. Moukdad reserves any and all of his rights under the So Ordered Agreement, including, but not limited to, promptly initiating court action to compel your compliance therewith.

Be advised that, pursuant to Article XVIII of the Agreement, you will be liable to Mr. Moukdad for the reasonable expenses and costs and attorneys' fees which he incurs in addressing your foregoing default.

Sincerely,



Benjamin D. Moore

cc: Mr. Samir Moukdad (by e-mail)

# **EXHIBIT D**

**Paragraph M – Location of the Child**

**Excerpt from Page 27 of the October 31, 2022 So Ordered  
Stipulation of Settlement**

to swap with the other parent.

v. The parties agree that the Child shall be permitted to miss school for religious observance of Eid al-Fitr and Eid al-Adha.

vi. In addition to the parenting time as provided for in the Regular Access Schedule and Holiday and Recess Schedule above, the parties shall be entitled to see the Child during the other parent's parenting time as the parties mutually agree.

M. Each parent shall disclose the location of the Child during his or her own parenting time upon the other parent's reasonable request.

N. The parties shall affirmatively urge and encourage the Child to be with the other parent during their periods of access, and that neither parent shall schedule any activities for the Child during the other parent's parenting time without the other parent's written consent (text or e-mail will suffice).

O. The parties agree that the Child's health, social and school needs are primary concerns of both of them, and they agree that changes in access to the Child pursuant to this Agreement or as otherwise discussed between the parties should be scheduled accordingly, and agreed to by the parties, in writing (text or e-mail to suffice).

P. Right of First Refusal: In the event that one parent is unavailable to exercise his or her parenting time for a period in excess of five (5) hours during his or her regular non-work hours, the other parent has the right of first refusal to care for the Child during such time. If the right of first refusal is exercised by a parent, the other parent who was unavailable to exercise his or her access shall not be entitled to make up time. Except under emergency circumstances, notice of unavailability shall be provided to the other parent no less than 36 hours beforehand. If either parent must work on a Federal holiday, the Child will be with the non-working parent (if

S.M  
R.A

# **EXHIBIT E**

## **Certified Copy of Richmond County Criminal Court Dismissal Order and Correspondence from Richmond County District Attorney Requesting Immediate Release**

This exhibit contains:

1. A certified copy of the order from Richmond County Criminal Court dismissing the criminal charges related to the October 2022 arrest referenced in the Petition.
2. Correspondence from the Richmond County District Attorney's Office requesting Respondent's immediate release, demonstrating the prosecutorial determination that the charges lacked legal basis.



**RICHMOND CRIMINAL COURT**

26 Central Avenue, Staten Island, NY 10301

Phone: (718) 675-8558 Fax: (718) 390-8405

Court ORI: NY042033J

**NO FEE**

**Non-Public  
Version**

The People of the State of New York  
vs.  
**Samir Moukdad**

**Certificate of Disposition**

Docket Number: **CR-005435-22RI**

CJTN: 70104546K

NYSID: 15728045H

Defendant DOB: **07/07/1989**

Arrest Date: **10/24/2022**

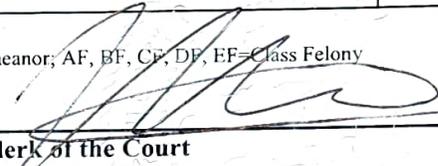
Arraignment Date: **10/25/2022**

THIS IS TO CERTIFY that the undersigned has examined the files of the **Richmond Criminal Court** concerning the above entitled matter and finds the following:

Count #	Charge	Charge Weight	Disposition	Disposition Date
1	PL 215.50 03 AM Crim Contempt-2nd:Disobey Crt <b>**SEALED 160.50**</b>	AM	Dismissed (Speedy Trial (CPL 170.30 (1)(e)), Sealed 160.50)	01/27/2023
2	PL 240.26 01 V Harassment-2nd:Physical Cntact <b>**SEALED 160.50**</b>	V	Dismissed (Speedy Trial (CPL 170.30 (1)(e)), Sealed 160.50)	01/27/2023

Charge Weight Key: I=Infraction; V=Violation; AM, BM=Class Misdemeanor; UM=Unclassified Misdemeanor; AF, BF, CF, DF, EF=Class Felony

Dated: **January 27, 2023**

  
Chief Clerk/Clerk of the Court

**CAUTION: THIS DOCUMENT IS NOT OFFICIAL UNLESS EMBOSSED WITH THE COURT SEAL**

All marijuana convictions under PL 221.05, PL 221.10, PL 221.15, PL 221.20, PL 221.35 or PL 221.40—including any appearing on this certificate of disposition—are vacated, dismissed, sealed, and expunged. It is an unlawful discriminatory practice for any entity to make any inquiry about such an expunged conviction or to use such an expunged conviction adversely against an individual in any form of application or otherwise—unless specifically required or permitted to do so by statute. It shall be an unlawful discriminatory practice, unless specifically required or permitted by statute, for any person, agency, bureau, corporation or association, including the state and any political subdivision thereof, to make any inquiry about, whether in any form of application or otherwise, or to act upon adversely to the individual involved, any arrest or criminal accusation of such individual not then pending against that individual which was followed by a termination of that criminal action or proceeding in favor of such individual, as defined in subdivision two of section 160.50 of the criminal procedure law, or by an order adjourning the criminal action in contemplation of dismissal, pursuant to section 170.55, 170.56, 210.46, 210.47, or 215.10 of the criminal procedure law, or by a youthful offender adjudication, as defined in subdivision one of section 720.35 of the criminal procedure law, or by a conviction for a violation sealed pursuant to section 160.55 of the criminal procedure law or by a conviction which is sealed pursuant to section 160.59 or 160.58 of the criminal procedure law, in connection with the licensing, housing, employment, including volunteer positions, or providing of credit or insurance to such individual; provided, further, that no person shall be required to divulge information pertaining to any arrest or criminal accusation of such individual not then pending against that individual which was followed by a termination of that criminal action or proceeding in favor of such individual, as defined in subdivision two of section 160.50 of the criminal procedure law, or by an order adjourning the criminal action in contemplation of dismissal, pursuant to section 170.55 or 170.56, 210.46, 210.47 or 215.10 of the criminal procedure law, or by a youthful offender adjudication, as defined in subdivision one of section 720.35 of the criminal procedure law, or by a conviction for a violation sealed pursuant to section 160.55 of the criminal procedure law, or by a conviction which is sealed pursuant to section 160.58 or 160.59 of the criminal procedure law. An individual required or requested to provide information in violation of this subdivision may respond as if the arrest, criminal accusation, or disposition of such arrest or criminal accusation did not occur. The provisions of this subdivision shall not apply to the licensing activities of governmental bodies in relation to the regulation of guns, firearms and other deadly weapons or in relation to an application for employment as a police officer or peace officer as those terms are defined in subdivisions thirty-three and thirty-four of section 1.20 of the criminal procedure law; provided further that the provisions of this subdivision shall not apply to an application for employment or membership in any law enforcement agency with respect to any arrest or criminal accusation which was followed by a youthful offender adjudication, as defined in subdivision one of section 720.35 of the criminal procedure law, or by a conviction for a violation sealed pursuant to section 160.55 of the criminal procedure law, or by a conviction which is sealed pursuant to section 160.58 or 160.59 of the criminal procedure law. For purposes of this subdivision, an action which has been adjourned in contemplation of dismissal, pursuant to section 170.55 or 170.56, 210.46, 210.47 or 215.10 of the criminal procedure law, shall not be considered a pending action, unless the order to adjourn in contemplation of dismissal is revoked and the case is restored to the calendar for further prosecution. [Executive Law 296(16)]

Charges may not be the same as the original arrest charges.  
CPL 160.50: All official records (excluding published court decisions or opinions or records and briefs on appeal) related to the arrest or prosecution on file with the Division of Criminal Justice Services, any court, police agency or prosecutor's office shall not be available to any person or public or private agency.



**RICHMOND COUNTY  
DISTRICT ATTORNEY'S OFFICE  
343 FORM**

PEOPLE OF THE STATE OF NEW YORK

-against-

SAMIR MOUKDAD

Defendant

Date: October 25, 2022

Charge(s): 215.50(3)

Arrest Number: S22607279

Name/ Rank (Arresting Officer): Detective Edward Buddin

Shield: 1452

Command: 121 Squad

**Brief synopsis of facts:**

Defendant was charged with violating an order of protection for sending text messages to his ex-wife.

After a review of the facts presented in the above case, the filing of a complaint for the charges is not warranted for the following reason:

<input checked="" type="checkbox"/> Charge cannot be proven beyond a reasonable doubt ( <i>see explanation below</i> ).
<input type="checkbox"/> The defendant was merely present at the scene and his/her conduct does not rise to the level of criminal activity.
<input type="checkbox"/> Insufficient nexus to possession of the contraband.
<input type="checkbox"/> The officer who is necessary for the prosecution of this case is unavailable at this time.
<input type="checkbox"/> Complaining witness uncooperative or failed to appear.
<input type="checkbox"/> Search and seizure issues.
<input type="checkbox"/> Stop, question and frisk issues.
<input type="checkbox"/> Police to provide additional witnesses/information.
<input type="checkbox"/> Insufficient jurisdictional nexus between the crime and Richmond County.
<input type="checkbox"/> Appropriate identification procedures need to be conducted.
<input type="checkbox"/> Insufficient paperwork has been received.
<input type="checkbox"/> Arrest was based solely on the uncorroborated testimony of a co-defendant.
<input type="checkbox"/> The charge is a summonsable offense. The defendant is to be issued a summons.
<input type="checkbox"/> The charge is for a violation, which did not occur in the officer's presence.
<input type="checkbox"/> The defendant's conduct as articulated by the arresting officer does not rise to the level of criminal activity that would support the filing of a criminal charge.

**Reason for declining/deferring prosecution:**

Although there was probable cause for the arresting officer to make this arrest, upon further investigation the charges cannot be proven beyond a reasonable doubt; the text messages do not necessarily violate the order, as there is an exception in the order for contact regarding pick up and drop off of the child in common.

**Instructions to arresting officer:** Release defendant in regards to this arrest.

**Assistant District Attorney:** Anthony Accardo

Supervising ADA: Josh Freeman s/s Josh Freeman

*The defendant is to be released from custody if no warrants or any other holds. This instrument will remain on file as part of the records of the Office of the District Attorney of Richmond County.*

# EXHIBIT F

## **October 31, 2022 Short Form Order – Social Media Restrictions**

This exhibit contains a true and correct copy of the October 31, 2022 Short Form Order issued by Justice Eric I. Prus in the parties' matrimonial action.

The Order directs that neither parent “post any disparaging comments about the other party and/or about the child, directly or indirectly, through any social media.”

This provision is directly relevant to the Facebook/social media allegations in the current Petition, as enforcement of such restrictions falls within the jurisdiction of the Supreme Court, not Family Court.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X

RIMA MOHAMED ATTAR

Index: 551289/2021

Plaintiff,

**SHORT FORM ORDER**

-against-

SAMIR JIHAD MOUKDAD

Defendant.

-----X

ITS IS HEREBY ORDERED THAT:

1. The Defendant’s compliance with the terms and provisions of Article XI: Legal Custody and Parental Access pursuant to the Stipulation of Settlement dated June 30, 2022, including but not limited to his contact and communications with the Plaintiff for purposes of exercising parenting time with the subject Child, ISABELLA SAMIR MOUKDAD (d.o.b. 9/10/2020), which shall be limited to texts and/or emails concerning matters solely related to the subject child, shall not constitute a violation of the Temporary Order of Protection issued by the Family Court of Richmond County dated August 29, 2022, and the Temporary Order of Protection issued by the Richmond County Criminal Court dated October 25, 2022; and

2. Neither parent shall post any disparaging comments about the other party and/or about the child, directly or indirectly, through any social media.

Dated: October 31, 2022

ENTER:

Eric I. Prus  
HON. ERIC I. PRUS, J.S.C

# EXHIBIT G

## **2022 RICHMOND COUNTY FAMILY OFFENSE PETITION**

This is a true and correct copy of the Family Offense Petition filed by Petitioner, Rima Mohamed Attar, in Richmond County Family Court in 2022 (Docket No. 0-03156-22).

The allegations contained in this 2022 petition are identical or substantially similar to the allegations in the current 2025 petition, including the same dates, descriptions, and language, and even the same erroneous spelling of the child's name as "Isabella Jihad Moukdad."

This exhibit is offered in support of Respondent's motion to dismiss pursuant to CPLR 3211(a)(4) as duplicative litigation and to demonstrate Petitioner's pattern of recycling stale claims to circumvent the court-ordered Parenting Coordinator process.



**FAMILY COURT OF THE STATE OF NEW YORK  
COUNTY OF RICHMOND**

In the Matter of an Article 8 Family Offense Proceeding

**File #:** 44815  
**Docket #:** O-03156-22

**Rima Attar** (Petitioner)

**Samir Jihad Moukdad** (Respondent)

**SUMMONS - GENERAL  
(VIRTUAL)**

**NOTICE: DUE TO THE ONGOING EFFECTS OF COVID-19, THE MATTER(S) INDICATED ABOVE HAVE BEEN AUTHORIZED TO BE HELD VIRTUALLY**

To: Samir Jihad Moukdad  
224 94th Street  
Brooklyn, NY 11209

A petition under Article 8 of the Family Court Act has been filed with this Court.

**YOU ARE HEREBY SUMMONED** to appear **VIRTUALLY** before this Court on:

**Date/Time/Part: October 24, 2022 at 10:00 AM in Part 42**  
**Purpose: Return of Process**  
**Presiding: Hon. Janet L. McFarland**

to answer the attached petition and to be dealt with in accordance with the Family Court Act.

Virtual appearances may be held via video or phone. To update your contact information, e-mail or call the court and provide your name, phone, e-mail address, docket number(s), and date/time of court appearance.

Court E-mail: [RichmondFamilyCourt@nycourts.gov](mailto:RichmondFamilyCourt@nycourts.gov) or Court Phone #: (718) 675-8800

If you have documents that you would like to send to the Court, at least 5 days prior to the Court date please submit through our Electronic Document Delivery System (EDDS)

<https://iappscontent.courts.state.ny.us/NYSCEF/live/edds.htm> or e-mail to: [RichmondFamilyCourt@nycourts.gov](mailto:RichmondFamilyCourt@nycourts.gov)

**FOR VIDEO, CLICK ON THE FOLLOWING LINK:**

<https://notify.nycourts.gov/meet/0k5e8m>

**FOR PHONE, CALL THE TOLL-FREE NUMBER AND ENTER THE MEETING ID**

**Phone: 1 (347) 378-4143 Meeting ID: 631764527#**

For information on how to install/use Microsoft Teams to participate in virtual court proceedings, visit: <https://nycourts.gov/appear>.



**If you fail to appear as directed, a warrant may be issued for your arrest.**

**Dated:** August 29, 2022

Rafael Dilones, Clerk of Court

**NOTICE: FAMILY COURT ACT §154(C) PROVIDES THAT PETITIONS BROUGHT PURSUANT TO ARTICLES 4, 5, 6, 8 AND 10 OF THE FAMILY COURT ACT, IN WHICH AN ORDER OF PROTECTION IS SOUGHT OR IN WHICH A VIOLATION OF AN ORDER OF PROTECTION IS ALLEGED, MAY BE SERVED OUTSIDE THE STATE OF NEW YORK UPON A RESPONDENT WHO IS NOT A RESIDENT OR DOMICILIARY OF THE STATE OF NEW YORK. IF NO OTHER GROUNDS FOR OBTAINING PERSONAL JURISDICTION OVER THE RESPONDENT EXIST ASIDE FROM THE APPLICATION OF THIS PROVISION, THE EXERCISE OF PERSONAL JURISDICTION OVER THE RESPONDENT IS LIMITED TO THE ISSUE OF THE REQUEST FOR OR ALLEGED VIOLATION OF, THE ORDER OF PROTECTION. WHERE THE RESPONDENT HAS BEEN SERVED WITH THIS SUMMONS AND PETITION AND DOES NOT APPEAR, THE FAMILY COURT MAY PROCEED TO A HEARING WITH RESPECT TO ISSUANCE OR ENFORCEMENT OF THE ORDER OF PROTECTION.**

FAMILY COURT OF THE STATE OF NEW YORK  
COUNTY OF RICHMOND

**Rima Attar**

Petitioner,

– against –

**Samir Jihad Moukdad**

Respondent.

Docket No.: **O-3156-22**

**File No.: 44815**

**FAMILY OFFENSE PETITION**

TO THE FAMILY COURT:

The undersigned Petitioner respectfully states that:

1. (a) My home address is CONFIDENTIAL.  
(b) The Respondent's home address is 224 94th Street, Brooklyn, NY 11209.
2. The Respondent and I are related as follows: **we were married.**
3. I am requesting an electronic appearance for the following reasons:
  - **COVID-19**

4. The Respondent committed the following family offenses(s) against me and/or my children, which constitute(s):

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Disorderly conduct  | <input checked="" type="checkbox"/> Menacing in the 2 <sup>nd</sup> or 3 <sup>rd</sup> degree      |
| <input checked="" type="checkbox"/> Harassment in the 1 <sup>st</sup> or 2 <sup>nd</sup> degree                       | <input checked="" type="checkbox"/> Reckless endangerment  |
| <input checked="" type="checkbox"/> Aggravated harassment in the 2 <sup>nd</sup> degree                               | <input checked="" type="checkbox"/> Stalking   |
| <input checked="" type="checkbox"/> Assault in the 2 <sup>nd</sup> or 3 <sup>rd</sup> degree                          | <input checked="" type="checkbox"/> Attempted assault  |
| <input checked="" type="checkbox"/> Criminal mischief   | <input type="checkbox"/> Sexual misconduct   |
| <input type="checkbox"/> Sexual abuse in the 2 <sup>nd</sup> or 3 <sup>rd</sup> degree                                | <input type="checkbox"/> Forcible touching   |
| <input checked="" type="checkbox"/> Strangulation   | <input checked="" type="checkbox"/> Criminal obstruction of breathing or circulation               |
| <input checked="" type="checkbox"/> Identity theft in the 1 <sup>st</sup> , 2 <sup>nd</sup> or 3 <sup>rd</sup> degree | <input checked="" type="checkbox"/> Grand larceny in the 3 <sup>rd</sup> or 4 <sup>th</sup> degree |
| <input checked="" type="checkbox"/> Coercion in the 2 <sup>nd</sup> degree [Penal Law § 135.60 (1), (2), or (3)]      | <input type="checkbox"/> Unlawful dissemination or publication of intimate images                  |

[Describe incident, state date, time and place of most recent incident, specify if anyone was injured (how seriously) and if any weapons were used. If there were earlier incidents as well, describe them in additional paragraphs.]

- 1** On or about August 22, 2022, Respondent called Petitioner out of the blue, asking her in sum and substance, why she was taking the subject child to her Petitioner's aunt home instead of staying in their home. Petitioner had not previously told Respondent that she was visiting family and this phone call caused Petitioner fear and alarm because it seemed like Respondent was tracking her location. This incident caused Petitioner to fear for her safety and for the safety of the subject child.
  
- 2** On or about August 20, 2022, the Respondent texted the Petitioner 'I will not give you another warning and you must give me back the jewelry.' The Petitioner did not respond but, this incident made Petitioner feel annoyed. The Respondent has been asking for this jewelry from the Petitioner that was gifted to her during the duration of their marriage. The Respondent has continued to contact the Petitioner frequently asking her to return these items, as well as conducting outreach to third parties such as the Petitioner's family members to inform her of this request.
  
- 3** In or around July 2022, the Respondent texted the Petitioner, and she did not respond. Approximately one hour later, the Petitioner was going to a cousin's home, and the Respondent called the Petitioner, asking in sum and substance, 'Why are you going to your cousins house with my daughter an hour and a half away.' The Petitioner had not previously disclosed that she was going to her cousin's home, so this made the Petitioner believe that Respondent was stalking and tracking her. This left the Petitioner feeling fearful for her physical safety as well as for the safety of the subject child.
  
- 4** The Respondent has engaged in a course of conduct that serves no legitimate purpose and leaves the Petitioner feeling alarmed, annoyed, and fearing for her safety. Respondent will frequently use these FaceTime calls to yell, berate, and say to Petitioner, in sum and substance, 'Watch what is going to happen to you, I am going to destroy you', as well as 'Watch where you are going from now on.' The Respondent will continue to directly speak to the Petitioner and use threatening language such as, in words of sum and substance 'Answer or you will be sorry' in attempts to persuade her to respond to him. The Petitioner will end the phone calls at this time, and the Respondent will continue to text and call her throughout the day, asking for her whereabouts. The Respondent has threatened to expose the Petitioner via social media platforms. The Petitioner is unsure to what effect the Respondent is affirming to expose her.
  
- 5.** I have not filed a criminal complaint concerning these incident(s).

6. The following children live with me, including children who are not mine or are mine but do not live with me.

Name	Date of Birth	Lives with	Relationship to Petitioner	Relationship to Respondent
<b>Isabella Jihad Moukdad</b>	<b>09/10/2020</b>	<b>Both parties</b>	<b>Child</b>	<b>Child</b>

7. The Respondent has acted in a way I consider dangerous or threatening to me, my children or any member of my family, in addition to the incident described above, as follows: **He has previously pushed me into walls, used his closed fist to cause harm. He has also used both hands to place them around my neck in attempts to stop my breathing. .**

8. The Respondent was found to have violated an Order of Protection issued on behalf of me or members of my family or household as follows: **When the first order was put into place, he would continue to contact me and use threatening language to make me respond and speak to him.**

9. I have made a previous application to any court or judge for the relief requested in this petition. **August 2022, Petitioner and Respondent Settled in Court. .**

WHEREFORE, Petitioner respectfully requests this Court to:

- Adjudge the Respondent to have committed the family offense(s) alleged;
- Enter an order of protection, specifying conditions of behavior to be observed by the Respondent in accordance with Section 842 of the Family Court Act;
  - Stay away from Petitioner
  - Stay away from Petitioner's home
  - Stay away from Petitioner's workplace
  - Do not menace, harass, assault or commit any family offenses against Petitioner or Petitioner's child
  - Do not interfere with the care or custody of the child
  - No communication and no contact through social media including, but not limited to, Facebook, twitter, etc.
  - No third party contact

- Order such other and further relief as to the Court seems just and proper

Dated: August 29, 2022

I am filing this petition for an order of protection under penalty of perjury. I understand that I can be punished or prosecuted for the crime of lying.

Rima Attar, Petitioner

ORI No: NY042023J  
Order No: 2022-003596  
NYSID No: \_\_\_\_\_

At a term of the Family Court of the State of New York,  
held in and for the County of Richmond, at 100 Richmond Terrace,  
Staten Island, NY 10301, on August 29, 2022

**PRESENT: Honorable Janet L. McFarland**

**In the Matter of a FAMILY OFFENSE Proceeding**

Rima Attar,  
Petitioner

- against -

Samir Jihad Moukdad,  
Respondent

File # 44815  
Docket # O-03156-22  
Temporary Order of Protection

Ex Parte

**NOTICE: YOUR FAILURE TO OBEY THIS ORDER MAY SUBJECT YOU TO MANDATORY ARREST AND CRIMINAL PROSECUTION, WHICH MAY RESULT IN YOUR INCARCERATION FOR UP TO SEVEN YEARS FOR CRIMINAL CONTEMPT, AND/OR MAY SUBJECT YOU TO FAMILY COURT PROSECUTION AND INCARCERATION FOR UP TO SIX MONTHS FOR CONTEMPT OF COURT. IF YOU FAIL TO APPEAR IN COURT WHEN YOU ARE REQUIRED TO DO SO, THIS ORDER MAY BE EXTENDED IN YOUR ABSENCE AND THEN CONTINUES IN EFFECT UNTIL A NEW DATE SET BY THE COURT.**

**THIS ORDER OF PROTECTION WILL REMAIN IN EFFECT EVEN IF THE PROTECTED PARTY HAS, OR CONSENTS TO HAVE, CONTACT OR COMMUNICATION WITH THE PARTY AGAINST WHOM THE ORDER IS ISSUED. THIS ORDER OF PROTECTION CAN ONLY BE MODIFIED OR TERMINATED BY THE COURT. THE PROTECTED PARTY CANNOT BE HELD TO VIOLATE THIS ORDER NOR BE ARRESTED FOR VIOLATING THIS ORDER .**

A petition under Article 8 of the Family Court Act, having been filed on August 29, 2022 in this Court and good cause having been shown, and Samir Jihad Moukdad having been not present in Court.

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Samir Jihad Moukdad observe the following conditions of behavior:

[01] Stay away from:

[A] Rima Attar SUBJECT TO INCIDENTAL CONTACT FOR AGREED UPON VISITATION;

[B] the home of Rima Attar;

[C] the school of Rima Attar;

[D] the business of Rima Attar;

[E] the place of employment of Rima Attar;

[14] Refrain from communication or any other contact by mail, telephone, e-mail, voice-mail or other electronic or any other means with Rima Attar;

[02] Refrain from assault, stalking, harassment, aggravated harassment, menacing, reckless endangerment, strangulation, criminal obstruction of breathing or circulation, disorderly conduct, criminal mischief, sexual abuse, sexual misconduct, forcible touching, intimidation, threats, identity theft, grand larceny, coercion, unlawful dissemination or publication of intimate image(s) or any criminal offense against Rima Attar;

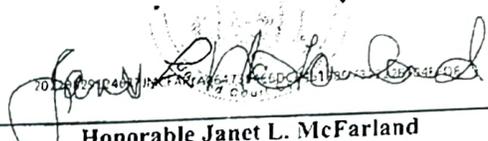
[12] Surrender any and all handguns, pistols, revolvers, rifles, shotguns and other firearms owned or possessed, including, but not limited to, the following: ALL and do not obtain any further guns or other firearms. Such surrender shall take place immediately, but in no event later than IMMEDIATELY at LOCAL POLICE PRECINCT;

[99] Observe such other conditions as are necessary to further the purposes of protection: SUBJECT TO SUBSEQUENT FAMILY/SUPREME COURT ORDERS;

**It is further ordered** that this temporary order of protection shall remain in force until and including October 24, 2022, but if you fail to appear in court on this date, the order may be extended and continue in effect until a new date set by the Court.

**Dated:** August 29, 2022

**ENTER**

  
HONORABLE JANET L. MCFARLAND  
CLERK OF COURT  
STATE OF NEW YORK

PURSUANT TO SECTION 1113 OF THE FAMILY COURT ACT, AN APPEAL FROM THIS ORDER MUST BE TAKEN WITHIN 30 DAYS OF RECEIPT OF THE ORDER BY APPELLANT IN COURT, 35 DAYS FROM THE DATE OF MAILING OF THE ORDER TO APPELLANT BY THE CLERK OF COURT, OR 30 DAYS AFTER SERVICE BY A PARTY OR THE ATTORNEY FOR THE CHILD UPON THE APPELLANT, WHICHEVER IS EARLIEST.

**The Family Court Act** provides that presentation of a copy of this order of protection to any police officer or peace officer acting pursuant to his or her special duties authorizes, and sometimes requires such officer to arrest a person who is alleged to have violated its terms and to bring him or her before the court to face penalties authorized by law.

**Federal law requires** that this order is effective outside, as well as inside, New York State. It must be honored and enforced by state and tribal courts, including courts of a state, the District of Columbia, a commonwealth, territory or possession of the United States, if the person restrained by the order is an intimate partner of the protected party and has or will be afforded reasonable notice and opportunity to be heard in accordance with state law sufficient to protect due process rights (18 U.S.C §§ 2265, 2266).

**It is a federal crime to:**

- cross state lines to violate this order or to stalk, harass or commit domestic violence against an intimate partner or family member;
- buy, possess or transfer a handgun, rifle, shotgun or other firearm or ammunition while this Order remains in effect (Note: there is a limited exception for military or law enforcement officers but only while they are on duty) ; and
- buy, possess or transfer a handgun, rifle, shotgun or other firearm or ammunition after a conviction of a domestic violence-related crime involving the use or attempted use of physical force or a deadly weapon against an intimate partner or family member, even after this Order has expired (18 U.S.C. §§ 922(g)(8), 922(g)(9), 2261, 2261A, 2262).

**Check Applicable Box(es):**

- Party against whom order was issued was advised in Court of issuance and contents of Order
- Order personally served in Court upon party against whom order was issued
- Service directed by other means: Process Server/Other Peace/Municipal Officer
- [Modifications or extensions only]: Order mailed on [specify date and to whom mailed]:
- Warrant issued for party against whom order was issued[specify date]: \_\_\_\_\_
- ADDITIONAL SERVICE INFORMATION [specify]: \_\_\_\_\_

# **EXHIBIT H**

STIPULATION OF SETTLEMENT (FULL DOCUMENT)

So-Ordered October 31, 2022

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X  
RIMA MOHAMED ATTAR,

Index No. 551289/2021

Plaintiff,

-against-

**STIPULATION OF SETTLEMENT**

SAMIR JIHAD MOUKDAD,

Defendant.  
-----X

STIPULATION, made and entered into on June \_\_\_\_, 2022, by and between RIMA MOHAMED ATTAR, residing at 300a Cortelyou Avenue, Staten Island, New York 10312, hereinafter referred to as "Plaintiff", "Wife" and/or "Mother", and SAMIR JIHAD MOUKDAD, residing at, 224 94<sup>th</sup> Street, Brooklyn, New York 11209, hereinafter referred to as "Defendant", "Husband" and/or "Father".

**WITNESSETH:**

<sup>3</sup> WHEREAS, the parties hereto were duly married to each other on March 1, 2015, in the County of <sup>R.A. Richmond</sup> ~~Queens~~, in the State of New York, in a religious ceremony; and

WHEREAS, there is one (1) child of said marriage, to wit:

<u>Child's Name</u>	<u>Date of Birth</u>	<u>Age</u>
ISABELLA SAMIR MOUKDAD	09/10/2020	1

and there are no expectant issue; and

WHEREAS, certain unhappy and irreconcilable differences have arisen between the parties, as a result of which they have separated, and they wish to continue to live separate and apart from each other; and

WHEREAS, there is an action for divorce pending in the Supreme Court, Kings County, as above captioned, between the parties; and

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WHEREAS, it is the intention of the parties, and it is their desire to enter into an agreement, under which their respective financial and property rights, including rights and obligations for support of each party and for the Child, and all other respective rights, remedies, privileges and obligations to each other, arising out of the marriage relation, or otherwise, and all issues that could be heard and determined by the Court in the pending divorce action, shall be fully prescribed and bounded thereby, and provision made for the ownership, division and distribution of their property; and

WHEREAS, the parties hereto have been fully, separately and independently apprised and advised of their respective legal rights, remedies, privileges and obligations, arising out of the marriage relationship or otherwise, by counsel of their own choice and selection, The Edelsteins, Faegenburg & Brown, LLP, by Adam Edelstein Esq., for the Defendant, and Elliot Green, Esq. for the Plaintiff, and each having, in addition thereto, made independent inquiry and investigation with respect to all of the same; and each having been fully informed of the other's assets, property, holdings, income and prospects, and of the marital and separate property of the parties; and

WHEREAS, the parties hereto each warrant and represent to the other that they, and each of them, fully understand all the terms, covenants, conditions, provisions and obligations incumbent upon each of them thereunder, and each believes the same to be fair, just, reasonable and not unconscionable and to their respective individual best interests; and

NOW, THEREFORE, in consideration of the premises and of the covenants and promises contained herein, the parties mutually agree as follows:

**ARTICLE I. DIVORCE ACTION**

A. In any action for divorce between the parties, including the within action, no

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relief shall be sought by either party which shall be different from or inconsistent with the provisions contained herein and the provisions of this Agreement, which Agreement, shall, subject to the approval of the Court, be incorporated, but shall not merge, in any decree or judgment granted herein by the Court and shall in all respects survive the same, being forever binding and conclusive upon the parties. The Husband, as defendant in the within action, has previously and still consents to the Wife proceeding for a divorce, by inquest or submission, and the Wife, as plaintiff agrees to so proceed. The motions made by both parties in the within action are withdrawn with prejudice.

**ARTICLE II. SEPARATE RESIDENCE**

A. Except as otherwise set forth herein, it is, and shall be, lawful for the parties hereto at all times to live separate and apart from each other and to reside from time to time at such place or places as each of such parties may see fit (with the exception of the limitations imposed upon each of them with respect to relocation as provided for in this Agreement and to contract, carry on and engage in any employment, business or trade, which either may deem fit, free from control, restraint or interference, direct or indirect, by the other in all respects as if such parties were sole and unmarried.

B. Until such time as the Child of the parties has attained an Emancipation Event as that term is defined in this Agreement, the Husband and the Wife shall continue to keep the other apprised, in writing, of their respective residence addresses and contact telephone numbers as well as any changes thereto as soon as reasonably possible.

**ARTICLE III. NO MOLESTATION**

Neither party shall in any way molest, disturb or trouble the other or the other person's employer or interfere with the peace and comfort of the other or compel or seek to compel the

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other to associate, cohabit or dwell with him or her by any action or proceeding for restoration of conjugal rights or by any means whatsoever.

**ARTICLE IV. APPLICABLE LAWS**

A. The parties each acknowledge that this Agreement is executed under, and this Agreement will be governed by and under, the Domestic Relations Law of the State of New York ("DRL") as it existed at the time of the execution of this Agreement, including, without limitation, the provisions of Section 236, Part B, of the Domestic Relations Law of the State of New York.

B. Each of the parties represents and acknowledges that he or she is aware of and understands his or her rights in the property acquired during the marriage. In light of this and in light of the law applicable to this Agreement (the so-called "Equitable Distribution Law"), the parties have entered into this Agreement.

**ARTICLE V. MODIFICATION; SUBSEQUENT RECONCILIATION**

A. No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality of this Agreement. This Agreement shall not be invalidated or otherwise affected by a temporary reconciliation between the parties hereto or a resumption of marital relations between them unless said reconciliation or said resumption be accompanied by a written statement signed by the parties with respect to said reconciliation and resumption.

B. Notwithstanding the provisions of subdivision (a) of this Article, in the event that the parties hereafter reconcile and resume cohabitation with one another under circumstances evincing an intent to abandon this Agreement; or, if the parties, subsequent to the granting of a divorce dissolving their marriage, thereafter shall remarry each other, the terms and conditions of

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this Agreement shall not be vitiated or rendered nugatory, but the terms and conditions of this Agreement shall be deemed an agreement during marriage pursuant to Domestic Relations Law, Section 236, Part B, subd. 3, and shall be in full force and effect in the event of the subsequent physical separation of the parties, or subsequent divorce or legal separation of the parties, unless the parties specify to the contrary, in a written instrument executed with the same formality as this Agreement.

**ARTICLE VI. RETIREMENT PLANS**

Each party shall retain exclusive ownership of all interests in any pension, individual retirement account (IRA), retirement-income account, annuity, deferred compensation, 401(k) plan, or employee benefit plans in his or her own name, including those maintained by his or her present or former employers, if any. Each party shall, upon demand and without cost or delay, execute whatever documents may be necessary to waive entitlement to survivorship or spousal benefits that may be available to each of them from any such plans of the other.

**ARTICLE VII. DISPOSITION OF REMAINING LIQUID AND NON-LIQUID ASSETS**

A. Except as otherwise expressly set forth herein, each party hereby remises, releases and forever discharges the other from all causes of action, rights and demands whatsoever, in law and in equity, known and unknown, past, present and future, which each party ever had, or now or hereafter may have, against the other, including (without limitation) claims arising out of the wrongful death of the other party and arising out of the marital relationship for all occurrences up to the date of this agreement and all claims with respect to all separate property and all marital property as those terms are used in Domestic Relations Law § 236 or arising out of the marital relationship.

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B. Each party shall be entitled to keep all of the jewelry, clothing and personal effects in his/her possession, and each party waives any and all claim to the same in the possession of the other party. Notwithstanding the foregoing, simultaneously with the mutual execution of this Stipulation, the Husband shall return to the Wife her personal property and jewelry currently in his custody, possession, or control, which the Wife left in the former marital residence, photographs of which is annexed hereto at Schedule A.

C. The Husband shall retain as his sole and separate property, free and clear of any claim of the Wife, the 2015 Jeep vehicle currently in his possession and the 2012 Black Yamaha R1 motorcycle currently in his possession. The Husband shall indemnify and hold the Wife harmless against any liability regarding said vehicle and motorcycle. The Husband shall be 100% responsible for the expenses in connection with the 2015 Jeep vehicle and the 2012 Black Yamaha R1 motorcycle, including but not limited to, lease or finance payments, insurance premiums, gasoline, repairs and maintenance, EZ Pass, and any other expenses associated with the vehicle and motorcycle, and the Husband hereby indemnifies and holds the Wife harmless with respect to such expenses and any related costs or expenses, including legal fees.

D. The Wife shall retain as her sole and separate property, free and clear of any claim of the Husband, the Nissan Murano vehicle currently in her possession. The Wife shall indemnify and hold the Husband harmless against any liability regarding said vehicle. The Wife shall be 100% responsible for the expenses in connection with the Nissan Murano vehicle, including but not limited to, lease or finance payments, insurance premiums, gasoline, repairs and maintenance, EZ Pass, and any other expenses associated with the vehicle, and the Wife hereby indemnifies and holds the Husband harmless with respect to such expenses and any related costs or expenses, including legal fees.

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E. Except as otherwise provided herein, all monies however held, including but not limited to savings and checking accounts, certificates of deposit, brokerage accounts, money market funds, etc. held in the Wife's name or in an account maintained for the Wife, are and shall be the sole and exclusive property of the Wife, and all securities of every nature in the Wife name, held by her or held in an account maintained for the Wife, are and shall be the sole and exclusive property of the Wife.

F. Except as otherwise provided herein, all monies however held, including but not limited to savings and checking accounts, certificates of deposit, brokerage accounts, money market funds, etc. held in the Husband's name or in an account maintained for the Husband, are and shall be the sole and exclusive property of the Husband, and all securities of every nature in the Husband's name, held by him or held in an account maintained for the Husband, are and shall be the sole and exclusive property of the Husband.

**ARTICLE VIII. FINAL DISPOSITION OF EQUITABLE DISTRIBUTION**

A. The parties intend this Agreement to constitute an agreement pursuant to Domestic Relations Law, Section 236(B). They intend this Agreement and its provisions to be in lieu of each of their respective rights, pursuant to all aspects of Domestic Relations Law, Section 236(B). Accordingly, except to the extent provided in this agreement, the parties mutually waive their rights and release each other from any claims for maintenance, distribution of marital property, distributive awards, special relief or claims regarding separate property or increase in value thereof.

B. The parties intend that their real and personal property division, as provided in this Agreement, shall be final and irrevocable. Unless the parties execute a formal amendment to this Agreement, in writing, it is their intention that the Wife's separate property shall forever

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remain hers and the Husband's separate property remain his notwithstanding (a) the reconciliation of the parties; (b) the rescission or termination of this Agreement; or (c) a remarriage of the parties to each other, in the event they are hereafter divorced.

C. Each party is convinced that he or she knows the nature, extent and value of the other's property interests. The parties have been advised by their respective attorneys of their right to compel discovery and inspection of the other's books and records, business and personal; and of their right to have accountants, appraisers or others investigate, appraise or evaluate the other's business and property. Each party is satisfied with the discovery that has already been exchanged between them, and waives their rights and have instructed their respective attorneys not to take any further steps, themselves or through others, in connection with discovery, inspection, investigation, appraisal or evaluation of the other's business or property.

D. The parties agree that the provisions contained herein are fair and 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 both parties;
- (c) The need of a custodial parent to occupy or own the marital residence and to use or own its household effects;
- (d) The loss of inheritance and pension rights upon dissolution of the marriage as of the date of dissolution;
- (e) The need, if any, for maintenance and child support;
- (f) 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, parent, wage earner and homemaker, and to the career or career potential of the other party;

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- (g) The liquid or non-liquid character of all marital property;
- (h) The probable future financial circumstances of each party;
- (i) The impossibility or difficulty of evaluating any component or any interest in a business, corporation or profession and the economic desirability of retaining such asset or interest intact and free from any claim or interference by the other party;
- (j) The tax consequences to each party;
- (k) The wasteful dissipation of assets by either party;
- (l) Any transfer or encumbrance made in contemplation of a matrimonial action without fair consideration; and
- (m) In addition, the parties have considered every other factor they deem relevant.

**ARTICLE IX. SPOUSAL MAINTENANCE**

A. The parties were married on March 8, 2015, and the instant action was commenced on March 30, 2021. The length of the marriage is 6 years and 22 days (72 months). Defendant forever waives any potential claim to temporary spousal maintenance and post-divorce spousal maintenance. Plaintiff forever waives any potential claim to temporary spousal maintenance and post-divorce spousal maintenance.

B. Factors for Temporary and Post-Divorce Maintenance: Each party acknowledges that he or she is aware of the guidelines for an award of temporary and post-divorce maintenance pursuant to Domestic Relations Law Section 236(B)(6), as amended. In reaching an agreement as is set forth in this Article, the parties acknowledge that they have considered the below factors in connection with temporary maintenance (specifically factors numbered 1-12 and 15) and in connection with post-divorce maintenance (specifically factors numbered 1-15):

- (1) The age and health of the parties;
- (2) The present or future earning capacity of the parties, including a history of limited participation in the workforce;

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- (3) The need of one party to incur education or training expenses;
- (4) The termination of a child support award before the termination of the maintenance award when the calculation of maintenance was based upon child support being awarded which resulted in a maintenance award lower than it would have been had child support not been awarded;
- (5) The wasteful dissipation of marital property, including transfers or encumbrances made in contemplation of a matrimonial action without fair consideration;
- (6) The existence and duration of a pre-marital joint household or a pre-divorce separate household;
- (7) Acts by one party against another that have inhibited or continue to inhibit a party's earning capacity or ability to obtain meaningful employment. Such acts include but are not limited to acts of domestic violence as provided in section four hundred fifty-nine-a of the social services law;
- (8) The availability and cost of medical insurance for the parties;
- (9) The care of children or stepchildren, disabled adult children or stepchildren, elderly parents or in-laws provided during the marriage that inhibits a party's earning capacity;
- (10) The tax consequences to each party;
- (11) The standard of living of the parties established during the marriage;
- (12) The reduced or lost earning capacity of the payee as a result of having foregone or delayed education, training, employment, or career opportunities during the marriage;

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(13) The equitable distribution of marital property and the income or imputed income on the assets so distributed;

(14) The contributions and services of the payee as a spouse, parent, wage earner and homemaker, and to the career or career potential of the other party; and

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

C. Temporary and Post-Divorce Maintenance Calculations: The parties also have been advised of the provisions of DRL § 236 Part B (5-a) and DRL § 236 Part B (6) with respect to temporary and post-divorce maintenance, and that the calculations pursuant to those sections would presumptively result in the correct amount of temporary maintenance and post-divorce maintenance.

D. 2021 Income:

Plaintiff: \$73,333.26, less Social Security taxes of \$4,546.66, Medicare taxes of \$1,063.33 and NYC taxes of \$2,595.12 = applicable adjusted gross income of \$65,128.15

Defendant: \$75,306.00; less Social Security Tax of \$4,044.32, Medicare Tax of \$945.85, and New York City taxes of \$2,293.00 = applicable adjusted gross income of \$68,022.83.

B. Calculations:

Calculation A: (\$7,381.22): 30% of payor's income, (\$68,022.83 x 30%=\$20,406.85) minus 20% of payee's income (\$65,128.15 x 20%=\$13,025.63) or \$7,381.22.

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Calculation B: (- \$13,067.76): 40% of combined income (\$68,022.83 + \$65,128.15 = \$130,150.98) or \$52,060.39 minus payee's income (\$65,128.15) or - \$13,067.76.

E. The guideline amount is the lesser of Calculation A and Calculation B or zero if Calculation B is less than or equal to zero.

F. Guideline amount: \$0.00 per year.

G. The payee spouse is entitled to the lower of the above two resulting figures, absent any finding that the presumptive amount would be unjust or inappropriate based on the Court's consideration of the 17 factors set forth in DRL§236 (B).

H. Durational Guidelines: For the purpose of complying with the provisions of DRL § 236 Part B (6)(f), the parties acknowledge that the court may determine the duration of post-divorce maintenance in accordance with the following advisory schedule: For marriages that are 0 up to and including 15 years in duration, maintenance will be payable for 15% - 30% of the length of the marriage. In determining the duration of post-divorce maintenance, whether or not the court utilizes the advisory schedule, the Court would have had to consider the factors listed in Paragraph B of this Article, above and would have set forth, in a written decision or on the record, the factors it considered. Such a decision shall not be waived by either party or counsel. Nothing in the statutory guidelines would have prevented the court from awarding non-durational maintenance in an appropriate case. The parties were married for seventy two (72) months. Pursuant to the advisory durational guidelines for post-divorce maintenance, maintenance should be paid for a period of 10.8 months to 21.6 months.

I. Based upon the foregoing, the guideline amount of temporary or post-judgment maintenance is \$0.00 per year or \$0.00 per month.

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J. The Husband hereby represents and warrants unto the Wife that he is in good health, gainfully employed, and is possessed of sufficient income and assets to be fully self-supporting at all times hereafter. Accordingly, the Husband hereby waives and relinquishes, and releases the Wife of and from any and all obligations that exist or that might otherwise arise or exist for the support and maintenance of the Husband, temporary, durational and permanent, now and forever.

K. The Wife hereby represents and warrants unto the Husband, that she is in good health, and is possessed of sufficient income and assets to be fully self-supporting at all times hereafter. Accordingly, the Wife hereby waives and relinquishes, and releases the Husband of and from any and all obligations that exist or might otherwise arise or exist for the support and maintenance of the Wife, temporary, durational and permanent, now and forever.

L. In agreeing to the above provision regarding maintenance, the parties have considered factors including without limitation the following: the age and health of the parties; the present or future earning capacity of the parties, including a history of limited participation in the workforce; the need of one party to incur education or training expenses; the termination of a child support award before the termination of the maintenance award when the calculation of maintenance was based upon child support being awarded which resulted in a maintenance award lower than it would have been had child support not been awarded; the wasteful dissipation of marital property, including transfers or encumbrances made in contemplation of a matrimonial action without fair consideration; the existence and duration of a pre-marital joint household or a pre-divorce separate household; 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

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section four hundred fifty-nine-a of the social services law; the availability and cost of medical insurance for the parties; the care of children or stepchildren, disabled adult children or stepchildren, elderly parents or in-laws provided during the marriage that inhibits a party's earning capacity; the tax consequences to each party; the standard of living of the parties established during the marriage; the reduced or lost earning capacity of the payee as a result of having forgone or delayed education, training, employment or career opportunities during the marriage; the equitable distribution of marital property and the income or imputed income on the assets so distributed; and the contributions and services of the payee as a spouse, parent, wage earner and homemaker and to the career or career potential of the other party.

M. Each party acknowledges to the other party that based upon their personal circumstances and as a result of the provisions of this Agreement, each party will be self-sustaining and capable of supporting himself or herself commensurate with his or her respective needs. Each party further acknowledges that the provisions in this Agreement are fair, adequate and reasonable, and in his or her respective best interests and are not unconscionable. Accordingly, such provisions are fully satisfactory to both parties and, except as specifically set forth in this Article, each accepts the same in lieu of, and in full and final settlement, release and satisfaction of, any and all claims and rights that each may now or forever hereafter have against the other for spousal support, alimony and/or maintenance, including any claim under DRL §236(B)(9)(b).

N. The parties acknowledges that the provisions of this Agreement for support and maintenance are fair, adequate and satisfactory to each of them, and except as provided herein, the parties shall not seek to obtain any spousal support or maintenance from each other. Except as provided in this Article, each party waives any entitlement, in light of their ages, health,

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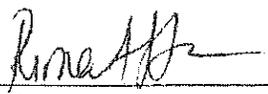
education, work experience, income and assets, as well as the other terms and conditions of this Agreement, to spousal support, maintenance or alimony (temporary or permanent), necessities, special relief in matrimonial actions or any other forms of spousal support under the laws of this or any other jurisdiction, or any relief inconsistent with this Agreement.

ARTICLE X. HEALTH INSURANCE AND MEDICAL EXPENSES

A. The parties have been advised that New York Domestic Relations Law § 255, subdivision 2 provides that if the parties have entered into a stipulation of settlement or agreement resolving all of the issues between the parties, the stipulation of settlement or agreement must contain a provision relating to the health care coverage of each party. The provision must either: (1) provide for the future coverage of each party, or (2) state that each party is aware that he or she will no longer be covered by the other party's health insurance plan and that each party shall be responsible for his or her own health insurance coverage, and may be entitled to purchase health insurance on his or her on through a COBRA options if available.

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

Each party is aware that he or she will no longer be covered by the other party's health insurance plan and that each party shall be responsible for his or her own health insurance coverage, and may be entitled to purchase health insurance on his or her own through a COBRA option, if available, following the entry of the judgment of divorce. Until the entry of the judgment of divorce, the Husband shall continue coverage for the Wife under the health insurance plan provided to him through his employment.

  
RIMA MOHAMED ATTAR 06/29/22

  
SAMIR JIHAD MOUKDAD 06/30/22

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**ARTICLE XI. LEGAL CUSTODY AND PARENTAL ACCESS**

A. The parties wish to make provision for the custody of the Child in a manner that takes cognizance of the paramount importance of the Child's welfare and well-being, that will be consistent with the recognition by each parent that each of them has unique contributions to make to the Child and that will be consistent with their mutual rights to preserve filial love, affection, and respect by the Child for each of them.

B. The Mother and Father shall do everything to maintain and foster and promote a feeling of affection between the Child and both of her parents. Neither parent shall do anything that may estrange the Child from either parent or that may hamper the free and natural development of the Child's love and respect for both of her parents. Neither parent shall directly or indirectly make verbal statements derogatory of the other, the other's family in the presence or carshot of the Child.

C. The parties agree to cooperate and shall cooperate with respect to the Child so as, in a maximum degree, to advance the Child's health, emotional, and physical well-being, and to give and afford the Child the affection of both parents and a sense of security. Neither parent, directly or indirectly, shall influence the Child so as to prejudice her against the other parent.

D. The Mother and the Father shall not do anything, directly or indirectly, which may estrange the Child from the other parent or from any other person that has an intimate relationship with the other parent, or injure the Child's opinion as to the other parent or any other person who has an intimate relationship with the other parent, which may prevent the free and natural development of the Child's love and respect for the other parent, and which may prevent the free and natural development of the Child's relationship with the person having an intimate relationship with the other parent. Neither party shall make derogatory comments about friends,

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family members, significant others or the other parent in the presence or hearing of, or to the Child, or make disparaging comments concerning the other parent's choices or parenting skills, whether in person, or on the telephone or by any means, and neither parent shall prevent the Child from being in the presence of any other reasonable person or persons, while the Child is in the custody of the other parent.

**LEGAL CUSTODY**

E. The Mother and Father shall have joint legal and physical custody of the Child.

F. The parties shall advise and consult with each other in good faith and without delay in a meaningful way and endeavor to reach an agreement upon all major issues affecting the Child, including, but not limited to, areas of education, non-emergency health care, dental care/orthodonture, extra-curricular activities and general welfare, including, but not limited to, choice or change of school, college, religious training and observance, medical, dental, psychological or psychiatric treatment and counseling, doctors and surgeons, extracurricular activities, camp or comparable summer activity, etc. The parties acknowledge that joint legal custody requires them to commit themselves to having civilized, productive, open and meaningful communications. The parties shall utilize e-mail or texts as the preferred method of communication or whatever method of communication is most appropriate under the circumstances. The parties agree that, when making a decision concerning the Child, they shall give due consideration to the importance of maintaining stability and consistency in the Child's life. The Child's best interests shall at all times be the paramount and overriding consideration.

G. The parties recognize that from time-to-time they may not agree on non-financial decisions regarding the Child. In the event of a disagreement regarding a major issue affecting the Child, after the parties have made a timely, meaningful and reasonable good faith

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attempt (as set forth above) to reach an agreement, they shall consult with a mutually agreed upon Parenting Coordinator, who the Parties agree shall be Jane Pearl, of The Mandel Law Firm, 370 Lexington Avenue, Suite 505, New York, New York 10017 in order to assist them in reaching a mutual resolution. If Jane Pearl is unavailable, the Parties shall use a Parenting Coordinator who is recommended by Jane Pearl, or another Parenting Coordinator who they mutually agree upon. If the parents still do not have an agreement after meeting with a Parenting Coordinator and making a good faith effort to reach a mutual resolution, either party shall have the right to make an appropriate application to a court of competent jurisdiction.

H. In the event of an emergency affecting the Child's health or welfare, which does not permit the prior consultation between the Mother and Father, the parent who is with the Child at the time shall (i) immediately do whatever is reasonably necessary and appropriate under the circumstances to ensure the safety, comfort and well-being of the Child (if possible, in consultation with a medical or mental health care professional), and (ii) immediately, contact and provide the other parent with a complete summary of the location of the Child, and of the emergency and any treatment given or to be given to the Child in connection with the emergency. At any time the Child is hospitalized, both parents are entitled to unrestricted access to the Child while the Child is hospitalized, subject to the instructions of the Child's treating physician.

**PARENTAL ACCESS**

I. The parties agree that it is in the Child's best interest to spend meaningful time with both parents and that the parental access provisions set forth herein are deemed to be in the Child's best interests unless otherwise mutually agreed by the parties.

**Regular Access Schedule**

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J. The parenting time access schedule shall be as follows:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Mother	Mother	Mother	Father  (with the Father's parenting time to commence at 2:00 pm, pick up from school / camp or if no school or camp, from the Mother's residence curbside)	Father	Father	Father
Week 2	Father	Mother  (with the Mother's parenting time to commence at 6:30 pm, pick up curbside from the Father's residence)	Mother	Father  (with the Father's parenting time to commence at 2:00 pm, pick up from school / camp or if no school or camp, from the Mother's residence curbside)	Mother  (with the Mother's parenting time to commence at 6:30 pm, pick up curbside from the Father's residence)	Mother	Mother

K. In addition to the above Regular Access Schedule in this Article XI, Paragraph J, above, both the Mother and the Father shall be entitled to additional parenting time with the Child, upon giving reasonable advance notice to the other, during hours that the parent who is regularly scheduled to have parenting time is working and the Child is not in school (for example, if the Mother is working from school dismissal time to 5:00 pm on a Tuesday, and provided that the Father is not working during those hours, the Father shall be entitled to

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parenting time with the Child during those hours provided he gives reasonable advance notice to the Mother. Similarly, provided that the Father is working on a Monday that he is regularly scheduled to have parenting time between school dismissal time to 6:30 pm, and provided that the Mother is not working during those hours, the Mother shall be entitled to parenting time with the Child during those hours provided she gives reasonable advance notice to the Father).

L. **Holiday and Recess Schedule:** Civil holidays and school holidays are respectively defined as the period from the close of the regular session of school to the morning of the recommencement of the next regular session of school. Religious holiday periods shall take precedence over any other scheduled parental access period as provided in this Stipulation. Civil holiday periods and school recess periods shall take precedence over any other regularly scheduled parental access period as provided in this Stipulation, and the following conditions shall apply:

Holiday	Mother	Father
Thanksgiving	Even years from Wednesday at 3:00 pm (or after school) to Thanksgiving Day at 5:00 pm  Odd years from Thanksgiving Day at 5:00 pm to Friday morning at 10:00 am	Even years from Thanksgiving Day at <b>5:00 pm</b> to Friday morning at <b>10:00 am</b>  Odd years from Wednesday at 3:00 pm (or after school) to Thanksgiving Day at 5:00 pm
Eid al-Fitr (the parties agree that the Child shall be permitted to miss school during Eid al-Fitr)	Even years beginning the morning of the first day of the holiday at 9:00 am to the second day of the holiday at 10:00 am (or drop off to school if there is school)  In odd years, provided that the Father is off from work on the first day of Eid al-Fitr, the Mother shall have Eid al-Fitr parenting time from 10:00 am on the second day of the holiday (or after school	In even years from <b>10:00 am</b> on the second day of the holiday (or after school if there is school) to <b>10:00 am</b> on the following morning (or drop off to school if there is school)  In odd years, provided that the Father is off from work on the first day of Eid al-Fitr, he shall have the first day of the holiday in odd years beginning the morning of the first day of the holiday at <b>9:00 am</b> to the second day of the holiday at <b>10:00 am</b> (or drop off to school if there is school). In the

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	<p>if there is school) to 10:00 am on the following morning (or drop off to school if there is school). In the event that it is an odd year and the Father is working on the first day of Eid al-Fitr, the Mother shall have the first day of the holiday beginning in the morning of the first day of the holiday at 9:00 am to the second day of the holiday at 10:00 am (or drop off to school if there is school)</p>	<p>event that it is an odd year and the Father is working on the first day of Eid al-Fitr, he shall have the second day of the holiday <b>10:00 am</b> on the second day of the holiday (or after school if there is school) to <b>10:00 am</b> on the following morning (or drop off to school if there is school).</p>
<p>Eid al-Adha (the parties agree that the Child shall be permitted to miss school during Eid al-Adha)</p>	<p>Odd years beginning the morning of the first day of the holiday at 9:00 am to the second day of the holiday at 10:00 am (or drop off to school if there is school)</p> <p>In even years, provided that the Father is off from work on the first day of Eid al-Adha, the Mother shall have Eid al-Adha parenting time from 10:00 am on the second day of the holiday (or after school if there is school) to 10:00 am on the following morning (or drop off to school if there is school). In the event that it is an even year and the Father is working on the first day of Eid al-Adha, the Mother shall have the first day of the holiday beginning in the morning of the first day of the holiday at 9:00 am to the second day of the holiday at 10:00 am (or drop off to school if there is school)</p>	<p>In odd years from <b>10:00 am</b> on the second day of the holiday (or after school if there is school) to <b>10:00 am</b> on the following morning (or drop off to school if there is school)</p> <p>In even years, provided that the Father is off from work on the first day of Eid al-Adha, he shall have the first day of the holiday in even years beginning the morning of the first day of the holiday at <b>9:00 am</b> to the second day of the holiday at <b>10:00 Am</b> (or drop off to school if there is school). In the event that it is an even year and the Father is working on the first day of Eid al-Adha, he shall have the second day of the holiday <b>10:00 am</b> on the second day of the holiday (or after school if there is school) to <b>10:00 am</b> on the following morning (or drop off to school if there is school).</p>

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Mother

Father

<p>Winter Break (once Isabella is in school) (with Winter Break beginning with pick up from school on the last day of school before the break and concluding at 10:00 am on December 31)</p>	<p>Odd years beginning with pick up from school on the last day of school before the break through the midway point of the break at 10:00 am (and if there are an uneven number of nights in the break, the additional night of parenting time during the break shall be exercised by the parent who has the first half of the break)</p> <p>Even years beginning at 10:00 am on the morning of the midway point of the break through 10:00 am on New Year's Eve (12/31)</p>	<p>Even years beginning with pick up from school on the last day of school before the break through the midway point of the break at <b>10:00 am</b> (and if there are an uneven number of nights in the break, the additional night of parenting time during the break shall be exercised by the parent who has the first half of the break)</p> <p>Odd years beginning at <b>10:00 am</b> on the morning of the midway point of the break through <b>10:00 am</b> on New Year's Eve (12/31)</p>
<p>New Year's Eve and New Year's Day (through return to school)</p>	<p>The parties shall alternate New Year's Eve and New Year's Day such that the Mother has New Year's Eve in even years, from December 31 at 10:00 am through New Year's Day (1/1) at 10:00 am</p> <p>The Mother shall have parenting time in odd years beginning on New Year's Day (1/1) at 10:00 am through return to school following New Year's Day</p>	<p>The parties shall alternate New Year's Eve and New Year's Day such that the Father has New Year's Eve in odd years, from December 31 at <b>10:00 am</b> through New Year's Day (1/1) at <b>10:00 am</b></p> <p>The Father shall have parenting time in even years beginning on New Year's Day (1/1) at <b>10:00 am</b> through return to school following New Year's Day</p>
<p>February Break (once Isabella is in school) (with February Break beginning with pick up from school on the last day of school before the break and concluding on return to school on the first day of school following the break)</p>	<p>The parties shall share the February Break equally, with the Mother having the first half of the break from pick up after school through the mid-point in even years and the second half of the break beginning with the mid-point through return to school in odd years. If there are an uneven number of nights in the break, the additional night of parenting time during the</p>	<p>The parties shall share the February Break equally, with the Father having the first half of the break from pick up after school through the mid-point in odd years and the second half of the break beginning with the mid-point through return to school in even years. If there are an uneven number of nights in the break, the additional night of parenting time during the break shall be exercised by the parent who has the first half of the break.</p>

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	<p>break shall be exercised by the parent who has the first half of the break.</p> <p>However, in the event that the Mother's birthday falls during the Father's half of February Break, the parties will switch their February Break parenting time such that the Mother has the half of February Break that includes her birthday.</p> <p>Additionally, in the event that the Mother wishes to exercise <i>either</i> the entire February Break <i>or</i> the entire Spring Break in an even year, she shall be permitted to exercise that option, and she must provide notice of her election no later than October 1 of the immediately preceding odd year. In that case, the Father shall have parenting time in the even year during the entire school break that the Mother did not elect.</p>	<p>However, in the event that the Mother's birthday falls during the Father's half of February Break, the parties will switch their February Break parenting time such that the Mother has the half of February Break that includes her birthday.</p> <p>Additionally, in the event that the Father wishes to exercise <i>either</i> the entire February Break <i>or</i> the entire Spring Break in an odd year, he shall be permitted to exercise that option, and he must provide notice of his election no later than October 1 of the immediately preceding even year. In that case, the Mother shall have parenting time in the odd year during the entire school break that the Father did not elect. Notwithstanding same, the Father shall not elect to exercise the entire February Break if it conflicts with the Mother's birthday, unless the parties agree otherwise.</p>
<p>Spring Break (once Isabella is in school) (with Spring Break beginning with pick up from school on the last day of school before the break and concluding on return to school on the first day of school following the break)</p>	<p>The parties shall share the Spring Break equally, with the Mother having the first half of the break from pick up after school through the mid-point in odd years and the second half of the break beginning with the mid-point through return to school in even years. If there are an uneven number of nights in the break, the additional night of parenting time during the break shall be exercised by the parent who has the first half of the break.</p>	<p>The parties shall share the Spring Break equally, with the Father having the first half of the break from pick up after school through the mid-point in even years and the second half of the break beginning with the mid-point through return to school in odd years. If there are an uneven number of nights in the break, the additional night of parenting time during the break shall be exercised by the parent who has the first half of the break.</p> <p>Additionally, in the event that the Father wishes to exercise <i>either</i> the entire February Break <i>or</i> the entire Spring Break in an odd year, he shall</p>

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	<p>Additionally, in the event that the Mother wishes to exercise <i>either</i> the entire February Break <i>or</i> the entire Spring Break in an even year, she shall be permitted to exercise that option, and she must provide notice of her election no later than October 1 of the immediately preceding odd year. In that case, the Father shall have parenting time in the even year during the entire school break that the Mother did not elect.</p>	<p>be permitted to exercise that option, and he must provide notice of his election no later than October 1 of the immediately preceding even year. In that case, the Mother shall have parenting time in the odd year during the entire school break that the Father did not elect</p>
<p>MLK, Jr. Day, Memorial Day, Juneteenth, Labor Day, Indigenous Peoples' Day, and Veterans Day</p>	<p>Except as otherwise provided in this Article, Paragraph K(i) below, the Regular Access schedule shall apply on these days</p>	
<p>July 4th</p>	<p>The Regular Access schedule shall apply provided that July 4th falls on a day where <u>both</u> parents have parenting time. In the event that July 4th falls on a day where only one parent has parenting time, the parties shall share the day with the parent who has regular access that day deciding whether he or she will have the first half of the day (<b>Until 5pm</b>) or the second half of the day (defined as <b>5pm</b> on July 4th through 9am on July 5th)</p>	
<p>Isabella's Birthday (9/10)</p>	<p>The parties shall use their best efforts to coordinate their schedules so that they can jointly spend time with Isabella on her birthday. However, in the event that the parties cannot agree, the parent who does not otherwise have parenting time on her birthday will have parenting time from 3:30 pm – 6:30 pm on her birthday if her birthday falls on a school day (Monday - Friday); or if her birthday falls on a weekend, the parent who does not otherwise have parenting time on her birthday will have parenting time from 10:00 am – 3:00 pm on her birthday.</p>	
<p>Mother's Birthday (2/16)</p>	<p>Every year from 2/16 at 10:00 am (or after pick up after school if a school day) through 2/17 at 10:00 am (or return to school if a school day) However, if the Mother's birthday falls during February break in an even year, the Mother shall be entitled to the entire February break and the</p>	

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	Father shall be entitled to the entire Spring break in that even year.	
Father's Birthday (10/07)		Every year from 10/07 at 10:00 am (or after pick up after school if a school day) through 10/08 at 10:00 am (or return to school if a school day)
Mother's Day	Every year from 10:00 am on Sunday to 10:00 am on Monday (or return to school if a school day)	
Father's Day		Every year from 10:00 am on Sunday to 10:00 am on Monday (or return to school if a school day)
Halloween	Both parents shall be entitled to exercise two (2) hours of parenting time on Halloween. If Halloween falls on a weekend (Friday – Sunday), the parent who has regularly scheduled parenting time that weekend shall select a two (2) hour period of time for the other parent to have parenting time (between the hours of 12:00 pm and 7:00 pm). If Halloween falls on a weekday (Monday – Thursday), the parent who has regularly scheduled parenting time that weekday shall select a two (2) hours period of time for the other parent to have parenting time, which shall be either from school dismissal and for a period of two (2) hours thereafter, or from two (2) hours after school dismissal and for a period of two (2) hours thereafter. If Halloween falls on a Monday or Thursday that the Father has parenting time until 6:30 pm, then the Father shall have Halloween parenting time from school dismissal and for a period of two (2) hours thereafter and the Mother shall have Halloween parenting time beginning two (2) hours after school dismissal.	

i. Monday Holidays: Except as otherwise provided herein, in years where the Mother has parenting time on the weekend preceding the Monday Holiday, she shall have parenting time through 3:00 pm on the Monday Holiday and the Father shall have parenting time from 3:00 pm through return to school the following morning. In years where the Father has parenting time on the weekend preceding the Monday Holiday, provided that is he not working on the Monday holiday, he shall have parenting time through 3:00 pm on the Monday Holiday and the Mother shall have parenting time from 3:00 pm through return to school the following

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morning. In the event that the Father is working on the Monday holiday and he has parenting time on the weekend preceding the Monday Holiday, the Mother shall have parenting time beginning at 9:00 am on the Monday Holiday through 3:00 pm, and the Father shall have parenting time from 3:00 pm through return to school the following morning.

ii. Summer Access Schedule: In the summer of 2023 and 2024, each parent shall be entitled to two (2) non-consecutive weeks of uninterrupted parenting time with the Child. Beginning in the summer of 2025 and each summer thereafter, each parent shall be entitled to their choice of either two (2) consecutive or two (2) non-consecutive weeks of uninterrupted parenting time with the Child. In odd years, the Mother shall give the Father notice of her choice of two (2) weeks no later than March 1 and the Father will give the Mother notice of his two (2) weeks no later than April 1. In even years the Father shall give the Mother notice of his choice of two (2) weeks no later than March 1 and the Mother shall give the Father notice of her choice of two (2) weeks no later than April 1.

iii. Unless otherwise stated or agreed, the Father will pick up the Child curbside from the Mother's residence at the beginning of his parenting time (or from school or camp, once the Child is in school / camp) and the Mother shall pick up the Child curbside from the Father's residence at the beginning of her parenting time.

iv. Unless otherwise agreed, neither party shall have the Child for more than two (2) weekends in a row. In the event that the regular access schedule and/or the holiday and vacation schedule would result in one party having the Child for more than two (2) weekends in a row (not including situations where a party is with the Child for two or more consecutive weekends as a result of the triggering of the Right of First Refusal as set forth in Paragraph O, below), the parent who would have three (3) weekends in a row shall select one of the weekends

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to swap with the other parent.

v. The parties agree that the Child shall be permitted to miss school for religious observance of Eid al-Fitr and Eid al-Adha.

vi. In addition to the parenting time as provided for in the Regular Access Schedule and Holiday and Recess Schedule above, the parties shall be entitled to see the Child during the other parent's parenting time as the parties mutually agree.

M. Each parent shall disclose the location of the Child during his or her own parenting time upon the other parent's reasonable request.

N. The parties shall affirmatively urge and encourage the Child to be with the other parent during their periods of access, and that neither parent shall schedule any activities for the Child during the other parent's parenting time without the other parent's written consent (text or e-mail will suffice).

O. The parties agree that the Child's health, social and school needs are primary concerns of both of them, and they agree that changes in access to the Child pursuant to this Agreement or as otherwise discussed between the parties should be scheduled accordingly, and agreed to by the parties, in writing (text or e-mail to suffice).

P. Right of First Refusal: In the event that one parent is unavailable to exercise his or her parenting time for a period in excess of five (5) hours during his or her regular non-work hours, the other parent has the right of first refusal to care for the Child during such time. If the right of first refusal is exercised by a parent, the other parent who was unavailable to exercise his or her access shall not be entitled to make up time. Except under emergency circumstances, notice of unavailability shall be provided to the other parent no less than 36 hours beforehand. If either parent must work on a Federal holiday, the Child will be with the non-working parent (if

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one parent is not working) only during the hours that the other parent is working, and the non-working parent shall be responsible for pick up and drop off of the Child from the working parent's residence.

Q. Relocation: Absent a written agreement of the parties or an Order of a Court of competent jurisdiction, neither party shall be permitted to relocate outside of Kings County or outside of Richmond County, however, notwithstanding same, neither party shall be permitted to relocate to an address that is west of the Mother's current residence (i.e., relocation within Staten Island must be to a location that is closer or equal distance to the Verrazzano Bridge compared to the Mother's current residence).

**Travel With The Child**

R. Whenever either parent travels with the Child overnight away from his or her residence, he or she shall provide the other with an itinerary including flight or travel information, if applicable, dates and places of travel, the place or hotel where they shall be staying and a telephone number at which the Child can be reached or at which a message can be left as soon as practicable but in no event less than two (2) weeks prior to departure. The parties agree that international travel with the Child requires their mutual consent, consent not to be unreasonably withheld.

**Child's Items In Each Household**

S. Both parents agree to maintain clothing and toiletries for the Child in their own residence and shall cooperate with each other in providing and returning equipment and other necessary items, such as medications, school materials, recreational equipment, additional clothing and the like. In the event that one parent needs an item from the other parent's residence during their parenting time, the requesting parent must provide the other with at least twenty four

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(24) hours' notice in advance of the start of their parenting time, via text message and/or email, advising the other parent of the item that they need. So long as said request is reasonable, the parent who is notified of such request shall not unreasonably withhold consent. Unless otherwise agreed, that item must be returned to the other parent at the end of the requesting parent's parenting time.

**Communication With The Child**

T. On the days that a parent is not already scheduled to have parenting time, he or she shall be permitted reasonable Facetime communication with the Child, regardless of whether the Child is in New York or elsewhere. The designated time for Facetime communication between the Child and the other parent shall be 5:30 p.m. unless both parties agree otherwise. Facetime communication shall be for a reasonable period of time and the Child should be in a quiet and private location during the calls. Notwithstanding same, neither parent shall do anything which would prohibit or interfere with the Child's ability to access or contact the other parent. The parties agree that the Child shall not be prevented from contacting or communicating at any time with the other parent with whom they are not with at the time of such communication.

U. The parties agree that the Child shall not be used as an intermediary to resolve issues between the parents or exchange information that should be properly exchanged between the parents. This includes but is not limited to the parties not using the Child to request changes or additional time with respect to the parenting time schedule. In the event that one parent would like to modify or add time to the parenting time schedule, that parent must make a written request to the other parent via text and/or email, requesting said change or additional parenting time.

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**Illness And Injury**

V. The Father and Mother shall forthwith inform each other of any illness, accident or hospitalization of the Child. In the event that any such illness or accident causes the Child to be confined to bed or home for a period in excess of 24 hours, the other parent shall be entitled to visit with the Child at reasonable times and for reasonable periods during such period of illness.

W. The Father and Mother shall at all times inform each other of the optimum method to use to contact him or her in the event of an emergency. In addition, each parent shall inform the other where and how to reach the Child when she is in his or her care and must provide a "land-line" telephone number, if available, and, in any event, a cell phone number and e-mail address.

**Medical Conferences And Reports**

X. Each parent shall be advised of any and all professional treatment given to the Child and shall be entitled to direct contact with and complete, detailed information directly from any health care provider, including, but not limited to, any pediatrician, general physician, dentist, therapist, consultant, specialist, etc., attending to the Child for any reason whatsoever, and to be furnished with copies of any and all reports given by them to the other parent, upon request.

**School Conferences, Activities and Reports**

Y. Each parent shall be entitled to attend any conference, activity or the like, with and receive complete detailed information from any teacher, school or tutor giving instruction to the Child or supervising organized activities with the Child, and to be furnished with copies of all reports and notices given by them to the other parent.

**Child's Participation In Special Events**

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Z. The parents agree that they shall each be informed of and invited to attend any public event or school event in which the Child is participating.

AA. The Mother and Father shall each be entitled to attend all organized special events in which the Child participates, defined as all extracurricular activities, including, but not limited to, drama and/or musical performances, intramural or league sports matches, competitions, parent-teacher conferences, field days, graduations, ceremonies, religious ceremonies, birthday parties with friends and comparable occasions ("Special Events") irrespective of whether such events occur on the other parent's access time. The Mother and Father shall use reasonable efforts to arrange at the beginning of each academic school year, for the Child's school(s), if possible, to send notices of such events to both parties, with each parent making such request on their own behalf.

BB. When any Special Event occurs during one party's regularly scheduled time with the Child, it shall be the responsibility of that party to RSVP for the Child and to provide for his transportation to and from the event. In the event that one parent receives (either by mail or email) an invitation for a Special Event for the Child that will take place during the other parent's access time, notice shall immediately be provided to the other parent so that he or she can RSVP in a timely fashion.

**Listing As Parents**

CC. Both parties shall be listed as the Child's parents on any application, registration, or filing which may be filed by or on their behalf in reference to education, hospitalization, and/or any other institutionalized activity.

**Change of Address**

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DD. If either parent intends to move from that parent's respective current residence (as specified on page 1 of this Stipulation), then that parent shall provide the other parent no less than forty five (45) days advance notice (or as soon as the parent knows his or her new address if less than forty five (45) days), and advise the other parent of the new address.

**Accommodation of Scheduled Changes And Notice Of Request For A Change**

EE. The parties anticipate that the schedule pursuant to which each is with the Child shall be adjusted from time to time in a flexible manner in order to accommodate the Child's needs and the parties' professional and personal requirements. The parties agree to consider each other's reasonable requests to adjust the access schedules as set forth in this Stipulation and to make the best interests of the Child their overriding and paramount consideration in weighing such requests. If the parties cannot agree, the access schedules set forth herein shall govern. Any agreement by the parties to alter the access schedules shall be confirmed in writing (text or e-mail sufficing).

FF. Each party shall notify the other party as soon as practicable if he or she needs to request a change in the access schedule, whether a change in the date or time of his or her access.

GG. The Father shall provide the Mother with a copy of the Child's birth certificate and social security card.

**ARTICLE XII. CHILD SUPPORT**

A. CSSA LANGUAGE: The parties have been advised of the provisions of the CSSA (Chapter 567 of the 1989 Laws of the State of New York, as presently codified *inter alia* in DRL §240 (1-b), and/or as may be amended from time to time, and hereinafter sometimes referred to as "Guidelines"). Each of the parties acknowledges that his or her attorney(s) have fully explained the provisions of the Guidelines and that he or she fully understands the possible

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applicability of its provisions to issues of custody and/or child support which are otherwise determined by the provisions of this Agreement.

B. To the extent permitted by law, each of the parties waives any rights he or she may have pursuant to the Guidelines, as it presently exists or may be amended in the future, and instead agrees to be bound by the terms and conditions of this Agreement. As such, the parties intend that this Article be deemed to be a waiver as contemplated by DRL §240(1-b)(h).

C. In accordance therewith, the parties have also been advised that the basic child support obligation provided in DRL §240 (1-b) and FCA §413 (1)(b) would presumptively result in the correct amount of child support to be awarded unless a court were to find such amount to be unjust or inappropriate and therefore must award child support in the numerical sum of the basic child support obligation that is computed from the application of a formula set forth therein unless such award would be unjust or inappropriate.

D. To the extent that the support in this Agreement deviates from any calculation of the basic child support obligation as defined in the Guidelines, the parties waive the application of the Guidelines, mindful as the parties are that New York State statutes require this Agreement to specify the amount of such basic child support obligation pursuant to the Guidelines, as well as the reason or reasons why this Agreement does not provide for payment of that amount. The parties understand that such provision may not be waived by either party or counsel and understand that this Article is inserted into this Agreement for that reason.

E. The Guidelines further provide that nothing contained in DRL §240(1-b)(b)(h) and FCA §413(1)(h) shall be construed to alter the rights of the parties to enter into validly executed agreements or stipulations which deviate from the Basic Child Support Obligation provided such agreements or stipulations comply with the provisions of DRL §240(1-b)(h) and

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FCA §413(1)(b)(h). The purpose of this Article is solely to comply with the foregoing provisions of the Guidelines.

F. The presumptive figure of child support set forth in this Article does not contain "attributed" or "imputed income," nor does any calculation based upon "combined parental income" in excess of \$163,000 because only a court of competent jurisdiction can determine whether or not to attribute or impute income or to apply the applicable child support percentage, as defined by statute, to combined parental income in excess of \$163,000. The applicable "child support percentage" as set forth in the Guidelines is 17%, as the parties hereto have one (1) unemancipated Child to whom the formula set forth in the Guidelines might apply.

G. The parties acknowledge that they have been advised by their respective attorneys of the provisions of the Domestic Relations Law § 240 (1-b) and Family Court Act § 413 (1) known as the Child Support Standards Act (the "CSSA") which set forth statutory standards for determining the appropriate amount to be paid by either or both parties for child support, child care, health care expenses not covered by insurance and, in the court's discretion, educational expenses. The parties further acknowledge that they have reviewed and understand the provisions of the Act, have had a full opportunity to obtain legal advice with respect thereto and have given due consideration to the provisions and requirements thereof.

H. The parties understand that in the event the child support provisions of this Agreement deviate from such basic child support obligation, the Act requires that there be specified in this Agreement the amount that such basic child support obligation would have been and the reason or reasons that this Agreement does not provide for payment by the non-custodial parent of his or her pro rata share of such amount.

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I. The calculation of the basic child support obligation in accordance with the statute would be as follows: The Mother represents that her 2021 gross income was \$73,333.26, less Social Security taxes of \$4,546.66, Medicare taxes of \$1,063.33 and NYC taxes of \$2,595.12, for an adjusted gross income of \$65,128.15. The Father represents that his 2021 gross income was \$75,306.00; less Social Security Tax of \$4,044.32, Medicare Tax of \$945.85, and New York City taxes of \$2,293.00, for an adjusted gross income of \$68,022.83. The combined parental income for CSSA purposes is \$130,150.98. The Father's proportionate share of the combined income is 50%; The Mother's proportionate share of the combined income is 50%. The applicable child support percentage is 17%; the basic child support on the combined CSSA incomes of the parties is \$22,125.67. The Father's child support obligation is 50% of \$22,125.67 per year or \$11,062.84 per year. The Mother's child support obligation is 50% of \$22,125.67 per year or \$11,062.84.

J. If the Guidelines were applied, the presumptive amount of the Father's basic child support obligation, as the Mother has primary residential custody, would be \$11,062.84 per year. The parties have agreed that the Father will pay to the Mother Zero (\$0.00) Dollars per month and Zero (\$0.00) Dollars per year in basic monthly child support, which is a downward deviation from the presumptive amount of support pursuant to the Child Support Standards Act.

K. Notwithstanding the foregoing, the Mother is agreeing to waive her right to receive basic child support pursuant to the Child Support Standards Act and instead agrees to a downward deviation from the presumptive amount of support and that the Father shall pay to her the sum of Zero (\$0.00) Dollars per month in basic child support. The parties also agree to deviate from the presumptive amount of the allocation of all statutory add on expenses, which shall be as enumerated herein, and the parties agree that the child support obligations of the

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parties shall be governed by the terms of this Agreement. The parties acknowledge that this Agreement provides for a fair and reasonable amount of basic child support and a fair allocation between them of all statutory add on expenses, albeit in amounts and percentages which deviate from the Child Support Standards Act. The parties have agreed to deviate from the provisions of the Act because the parenting schedule is nearly a 50-50 time share, and the parties have agreed to equally (50/50) share the add-on expenses for the Child including reasonable expenses for educational expenses, summer camp, unreimbursed medical expenses, extracurricular activities, and college costs up to a SUNY cap. The parties agreed that the provisions of this Agreement with respect to child support and other expenses for the Child, among other things, assure that the Child's reasonable needs will be met and will permit them to maintain the standard of living they would have enjoyed had the marriage or household not been dissolved.

L. The Mother acknowledges that she has been duly informed of her right to apply for Support Collection Unit Services from her local Department of Social Services pursuant to Social Services Law ("SSL") §111-g, and of her right to elect that child support payments be made through the Support Collection Unit and by means of an Income Deduction Order pursuant to DRL §240 against the Father's current employer. The Mother hereby waives her right to have any and all child support payments made in the above manner and elects to have all child support payments made by the Father for the Child's add-on expenses paid directly to her.

M. In accordance with the provisions of Domestic Relations Law §236[B](9)(b)(2)(ii) and Family Court Act §451(2)(b) the parties to this Stipulation have specifically opted out of the provisions of Domestic Relations Law §236[B](9)(b)(2)(ii) and Family Court Act §451(2)(b) which provide that "the court may modify an order of child support where: (A) three years have passed since the order was entered, last modified or adjusted; or (B)

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there has been a change in either party's gross income by fifteen percent or more since the order was entered, last modified, or adjusted."

N. Support Related Items: The parties shall each be Fifty (50%) Percent responsible for the following expenses for the Child until Emancipation:

(1) the reasonable expenses attendant with the Child's enrollment and attendance at any agreed upon summer camp; Each party shall pay his or her portion directly to the camp in a timely fashion.

(2) all reasonable and necessary unreimbursed or uncovered health related expenses for the Child, to include among other things, medical, dental, orthodontics, surgical, ophthalmologic and prescription medications, said reimbursement to be made within ten (10) days after proof of the payment of the health related expense with the invoice or receipt. The parties shall only utilize in-network medical providers for the Child and neither party shall be responsible for any out of network medical expenses unless he or she agrees to said expense in writing or unless they were incurred due to the need for emergency medical treatment. Neither party shall be required to pay for elective procedures incurred on behalf of any of the Child absent prior agreement, not to be unreasonably withheld;

(3) agreed upon extracurricular activities for the Child, such as lessons, sports leagues, tutoring, and the like, said reimbursement to be made within ten (10) days after proof of the payment of the related expense with the invoice or receipt;

(4) the expenses attendant with the Child's private school tuition (provided that the parties agree to the Child attending private school), which shall include but not be limited to tuition, registration, lunch, activity and security fees. The parties agree to

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cooperate with one another to complete any paperwork/documentation required to apply for any financial assistance possible. Each party shall pay his or her portion directly to the school in a timely fashion.

O. Health Insurance Premiums: The parties acknowledge that the Child is now covered under a health insurance plan provided to the Husband through his employer. So long as the Child can have health insurance coverage provided for through the Father's employer, the Father shall continue to maintain health insurance coverage for the Child. In the event that changes in the future, the parties shall confer to determine the best means of providing health insurance coverage for the Child and the parties shall equally (50/50) pay for the cost of premiums.

P. Child Care Costs: Each party shall be responsible for their own respective childcare and/or babysitting expenses incurred during his or her own parenting time (with the exception of agreed upon daycare, preschool and/or afterschool childcare expenses which shall be paid for the parties equally (50/50)).

Q. Future College Costs: The Mother and Father further agree that college education costs shall include tuition, room and board, school supplies, textbooks and computers required for courses, laboratory and similar fees and expenses billed by the school, application fees for enrollment in undergraduate school, and reasonable transportation expenses of the Child between a Child's residence and the school for a total of six round trips per school year. If the Child should reside "off campus", the parties shall equally pay a reasonable rent allowance directly to the Child or landlord as the case may be, and reasonable allowance for food and other day to day expenses. Neither the Father nor Mother shall be obligated to contribute more than 50% of the cost of SUNY Albany, after a Child has utilized available grants, financial aid, and scholarships.

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The Father and Mother will consult with each other as to the choice of college for the Child. In the event that the Child shall not elect to attend a college within the State University of New York System ("SUNY"), then in any such event, each parties' respective obligation shall not exceed 50% of the cost of SUNY Albany. A Child shall not be precluded from attending a school outside the SUNY System. To the extent there is a room, board and /or meal plan expense, and in the event that at the time the Child attends college there is a basic monthly child support obligation that is being paid by one parent to the other, the parent who is paying child support at the time shall be entitled to a Rohrs v Rohrs "dollar for dollar credit" for the amount so paid, against his or her child support obligation.

R. Voluntary Payments: Any payments voluntarily made by either party for the support, maintenance and education of the Child in excess of the sums hereinabove specified, shall not alter either's legal obligations hereunder nor create any precedent for the future. Such excess payments shall not be construed as proof or indication of that parent's ability to make payments nor of the other's need thereof nor of the necessity for increased support and maintenance of the Child.

S. The parties agree that simultaneously with the mutual execution of this Stipulation, the Father will pay to the Mother the sum of Three Thousand Six Hundred (\$3,600.00), and that with said payment, as of the date of the mutual execution of this Stipulation there are \$0.00 of child support arrears due and owing to the Mother.

**ARTICLE XIII. NONDISCHARGEABILITY OF SUPPORT OBLIGATIONS**

A. The parties have consented to the terms of this agreement upon their reliance on the express representations made to each other that all of its terms, particularly those with respect to the child support, payments of debts, property division, and distributive award, or any other

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transfers or payments to implement equitable distribution, shall be fully paid and completed in accordance with such terms and provisions.

B. It is the intention of the parties that the obligations for child support, payment of debts, property division, or any other transfers or payments to implement equitable distribution, which are to be made pursuant to the terms and provisions of this Agreement, shall not be discharged, canceled, terminated, diminished or in any way affected by the filing of a petition in bankruptcy, or by the making of an assignment for the benefit of creditors. 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, along with counsel fees and costs incurred by the non-petitioning party to preserve said parties' rights under this agreement.

**ARTICLE XIV. EMANCIPATION EVENT**

A. With respect to the Child, an Emancipation Event shall occur or be deemed to have occurred upon the earliest happening of any of the following:

1. Attainment by the Child of the age of twenty-one (21) years, unless the Child is a full-time College undergraduate student, in which case the Emancipation Event shall be deferred until a Child's graduation or a Child reaching the age of Twenty Two (22) years old, whichever occurs first;
2. Marriage (even though such a marriage may be void or voidable and despite any annulment of it);
3. Permanent residence away from the residence of the Mother such that she no longer has at least 50% of access time with the Child. A residence at boarding school, camp, or college is not to be deemed a residence away from the residence of the Mother and/or the Father, and, hence, such a residence at boarding school, camp, or college is not an Emancipation

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Event, however, in the event that a Child is residing at boarding school or college, to the extent there is a room, board and /or meal plan expense, the parent who is paying child support shall be entitled to a "dollar for dollar credit" for the amount so paid, against his or her child support obligation;

4. Death of a child;

5. Entry into the armed forces of the United States (provided that the Emancipation Event shall be deemed terminated and nullified upon discharge from such forces, and, thereafter, the period shall be the applicable period as if such an Emancipation Event by reason of the entry had not occurred);

6. Engaging in full-time employment upon and after the attaining by a child of 18 years of age, except and provided that (1) engaging by a child in partial employment shall not be deemed an Emancipation Event; and (2) engaging by a child in full-time employment during vacation and summer periods shall not be deemed an Emancipation Event. Such an Emancipation Event shall be deemed terminated and nullified upon cessation by a child for any reason from full-time employment, and the period, if any, from such a termination until the soonest of any other Emancipation Event shall, for all purposes under this Stipulation, be deemed a period prior to the occurrence of an Emancipation Event;

**ARTICLE XV. INCOME TAX RETURNS**

A. Except as is more fully set forth herein, the Parties represent and warrant to each other that to the best of his or her knowledge, all Federal, State and local income taxes on all joint returns heretofore filed by the Parties, if any, have been paid; that no interest or penalties are due with respect thereto; that no tax deficiency proceedings are pending or threatened against them and that no audit is pending with respect to any such return.

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B. Each Party hereby indemnifies the other and holds the other harmless from and against any deficiency, assessment or tax lien arising out of any joint return heretofore or hereafter filed by the Parties, as well as any damages and expenses, including reasonable counsel fees, whatsoever in connection therewith, attributable to any income or deduction not properly reported on such returns, which sum, together with interest and penalties thereon, shall be the obligation of the party who is responsible for the deficiency, assessment, tax lien, or other disallowance of a deduction. Either Party shall have the full and complete right to defend against and contest any such proposed or actual assessment and to conduct all negotiations and audits through attorneys of his or her own selection and at his or her expense. The other Party shall execute all documents reasonably required and otherwise cooperate in connection therewith. Each Party shall immediately send the other party any notices or other correspondence issued by the taxing authorities concerning the parties' joint income tax returns. Any party receiving any notice of any kind from any taxing authority relative to any joint income tax returns heretofore filed by the parties jointly, if any, shall forthwith tender a complete copy thereof to the other party.

C. The parties shall alternate utilizing the child tax credit/dependency exemption on an even/odd year basis, with the Wife taking the credit/exemption in odd numbered years and the Husband taking the credit/exemption in even years. Notwithstanding same, for the tax years of 2022 and 2023, the Wife shall be entitled to take the credit/exemption in both tax years, and the Husband shall take the credit/exemption beginning in 2024 and in all even years thereafter. Each party agrees to furnish promptly and without charge to the other upon request, such forms and papers which may be reasonably required in order that each party may claim the income tax dependency exemption for the Child pursuant to this Agreement.

D. Neither party shall assert any position upon their separate income tax returns

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inconsistent with the terms of this undertaking, and either party will be liable to the other for damages, including legal fees and court costs, occasioned by breach of this covenant.

**ARTICLE XVI. MATRIMONIAL DECREE**

This agreement shall be offered in evidence in the divorce action, and if acceptable to the Court, shall be incorporated by reference or otherwise in the decree that may be granted therein. Notwithstanding such incorporation, this agreement shall not be merged in the decree, but shall survive the same and shall be binding and conclusive on the parties at all times. Neither party shall request any relief in said action which is contrary to the terms of this Agreement.

**ARTICLE XVII. RETENTION OF SEPARATE PROPERTY**

A. Except as otherwise provided by the terms of this Agreement, the Wife shall hereafter retain as her sole and separate property, free from any claim of the Husband, all personal property owned by her, either legally or beneficially, or now in her possession and/or control, including but not limited to her personal jewelry.

B. Except as otherwise provided by the terms of this Agreement, the Husband shall hereafter retain as his sole and separate property, free from any claim of the Wife, all personal property owned by him, either legally or beneficially, or now in his possession and/or control, including but not limited to his personal jewelry.

**ARTICLE XVIII. LEGAL REPRESENTATION**

A. The parties represent to each other that the Husband has been represented by THE EDELSTEINS, FAEGENBURG & BROWN, LLP with offices located at 26 Broadway, Suite 901, New York, New York 10004, and that the Wife has been represented by ELLIOT GREEN, ESQ., with offices locate at 32 Court Street, Suite 404, Brooklyn, New York 11201.

B. Each party agrees to pay the compensation of his and her own counsel, forensic

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accountant and other expert and/or agent in connection with the pending matrimonial action. Each party represents and warrants to the other that they have not dealt with any other attorney, accountant or other representative in this action for which services the other party is or may become liable, and each agrees to keep the other free, harmless and indemnified on account of any liability therefore.

C. Nothing herein contained shall be deemed or construed as a denial or waiver of the right of either party to secure payment of counsel fees and expenses, as provided by law, for any breach by the other party of the terms of this agreement.

D. If either party by any action, proceeding, defense, counterclaim or otherwise, seeks to vacate or set aside this agreement or declare any of its terms and conditions as invalid, void or against public policy, by any reason including but not limited to fraud, duress, incompetency, overreaching, or unconscionability, said party shall reimburse the other party and be liable for any and all such party's reasonable attorney's fees and expenses, provided and to the extent that such action, proceeding, counterclaim or defense results in a decision, judgment, decree or order dismissing or rejecting said claims.

E. In the event that either party defaults with respect to any obligation under this agreement and said default is not remedied within ten (10) days after the sending of a written notice to the defaulting party by overnight delivery, to the address listed herein or to a new address provided by such party, specifying such default, such defaulting party shall and hereby does indemnify the other party against, or shall reimburse him or her for, reasonable attorney's fees, disbursements and court costs incurred by the non-defaulting party in bringing suit or other proceeding to enforce any of the terms, covenants or conditions of this agreement to be performed or complied with by the other, provided such suit or other proceeding results in a

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judgment, decree or order in favor of him or her. For the purpose of this Agreement, it is understood and agreed that in the event either party shall institute an action or other proceeding against the other to enforce any of the terms, covenants and conditions of this Agreement, and after the institution of such action or proceeding and before judgment is or can be entered, the defaulting party shall finally comply with such terms, covenant or condition, then and in that event, the action or proceeding shall be deemed to result in a judgment, decree or order in favor of the non-defaulting party. In the event that the party bringing the application with regard to an alleged default is not reasonably successful, then the other party shall be entitled to reasonable attorneys' fees, disbursements and court costs.

**ARTICLE XIX. RELEASES**

A. Except for the obligations, promises and agreements set forth herein, the Wife agrees to release, and hereby does release any and all claims of the Wife to or upon the property of the Husband, 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 the Wife and so that his estate and all income 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 the Wife had died during the lifetime of the Husband and, without in any manner limiting the foregoing, the Wife expressly relinquishes any and all right of election to take any share of the estate of the Husband, as in intestacy, including, without limiting the foregoing, any right of election pursuant to the provisions of Section 5.1.1(a) 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 amended, and any and all other right and interest in any real or

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personal property of which the Husband may die seized or possessed, and the Wife renounces, and covenants to renounce, any right of administration upon the estate of the Husband if and as required, or permitted by the laws or practice of any jurisdiction whatsoever.

B. Except for the obligations, promises and agreements set forth herein, the Husband agrees to release, and does hereby release any and all claims of the Husband to or upon the property of the Wife, whether real or personal and whether now or hereafter acquired, to the end that she shall have free and unrestricted right to dispose of his property now owned or hereafter acquired, free from any claim or demand of the Husband and so that her estate and all income 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 the Husband had died during the lifetime of the Wife and, without in any manner limiting the foregoing, the Husband expressly relinquishes any and all right of election to take any share of the estate of the Wife, as in intestacy, including, without limiting the foregoing any right of election pursuant to the provisions of Section 5.1.1(a) 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 be amended, and any and all other right and interest in any real or personal property of which the Wife may die seized or possessed, and the Husband renounces, and covenants to renounce, any right of administration upon the estate of the Wife if and as required, or permitted by the laws or practice of any jurisdiction whatsoever.

C. Each party hereby expressly renounces and refuses to accept any gift, legacy or bequest provided by the Last Will and Testament of the other party executed prior to the date of this Agreement. Moreover, each party further expressly renounces and refuses to accept any benefit or payment payable upon the death of the other party by reason of the parties' pension or

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profit sharing plan, annuity, life insurance or other asset, except as may otherwise be provided in the preceding Articles of this Agreement.

D. Except for the obligations, promises and agreements herein set forth and to be performed by the parties hereto, which are hereby expressly reserved, and except as to any ground for divorce that either party may have against the other, each of the parties hereto hereby, for himself and herself and for his or her legal representatives, forever releases and discharges the other of them and his or her legal representatives from any and all debts, sums of money, accounts, contracts, claims, cause or causes of action, suits, dues, reckonings, 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, nor has or hereafter can, shall or may have by reason of any manner from the beginning of the world to the execution of this Agreement.

**ARTICLE XX. DEBTS**

A. Except as otherwise provided in this Agreement, the Wife covenants and represents that she has not heretofore incurred or contracted, nor will she at any time in the future incur or contract any debt, charge or liability whatsoever for which the Husband, his legal representatives or his property or estate is now or may become liable, and the Wife further covenants at all times to keep the Husband free, harmless and indemnified of and from any and all debts, charges, liabilities heretofore or hereafter contracted by her.

B. Except as otherwise provided in this Agreement, the Husband covenants and represents that he has not heretofore incurred or contracted, nor will he at any time in the future incur or contract any debt, charge or liability whatsoever for which the Wife, her legal representatives or her property or estate is now or may become liable, and the Husband further

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covenants at all times to keep the Wife free, harmless and indemnified of and from any and all debts, charges and liabilities heretofore or hereafter contracted by him.

**ARTICLE XXI. RELIGIOUS DIVORCE**

A. The parties agree that the Husband shall take all steps solely within his power to remove any barriers to the Wife's remarriage. The parties agree that the Wife shall take all steps solely within her power to remove any barriers to the Husband's remarriage. Simultaneously with the execution of this Stipulation, each party shall sign a **SWORN STATEMENT OF REMOVAL OF BARRIERS TO REMARRIAGE**, as annexed hereto.

B. Within two (2) days of the mutual execution of this Stipulation, the Husband agrees to provide to the Wife, and the Wife agrees to accept from the Husband, a Talaq.

**ARTICLE XXII. GENERAL PROVISIONS**

A. This Agreement and all the obligations and covenants hereunder shall bind the parties hereto, their heirs, executors, administrators, legal representatives and assigns and shall inure to the benefit of their respective heirs, executors, administrators, legal representatives or assigns.

B. No modification, rescission or amendment to this Agreement shall be effective unless in writing, signed by the parties hereto.

C. This Agreement and its provisions merge any prior agreements, if any, of the parties and is the complete and entire agreement of the parties.

D. This Agreement shall be governed by the laws of the State of New York.

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

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and effect to the provisions of this Agreement.

F. The parties acknowledge that they are entering into this Agreement freely and voluntarily; that they have ascertained and weighed all the facts and circumstances likely to influence their judgment herein; that they have sought and obtained legal advice independently of each other; that they have been duly apprised of their respective legal rights; that all provisions hereof, as well as all questions pertaining thereto, have been fully and satisfactorily explained to them; that they have given due consideration to such provisions and questions, and that they clearly understand and assent to all the provisions thereof.

G. No representations or warranties have been made by either party to the other, or by anyone else, except as expressly set forth in this Agreement, and this Agreement is not being executed in reliance upon any representation or warranty not expressly set forth herein.

H. Each of the parties has read this Agreement prior to the signing thereof.

I. In the event that any term, provision, paragraph or Article of this Agreement is or is declared illegal, void or unenforceable, the same shall not affect or impair the other terms, provisions, paragraphs or Articles of this Agreement. The doctrine of severability shall be applied. The parties do not intend by this statement to imply the illegality, voidness or unenforceability of any term, provision, paragraph or Article of this Agreement.

J. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms of this Agreement on the other party's part to be performed, or to exercise any option to make any election herein contained or provided for, shall not be construed as a waiver or relinquishment for the future of any such term, option or election, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless in writing duly signed by such party.

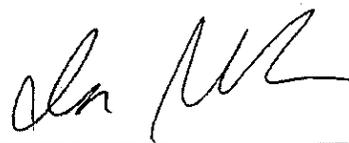
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K. This Agreement has been executed in original and four (4) duplicate original counterparts, each of which is deemed by the parties to be an original.

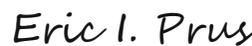
L. The descriptive Article headings contained herein are for convenience only and are not intended to include or conclusively define all of the subject matter in the Articles accompanying such headings and, accordingly, such headings should not be resorted to for interpretation of this agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above mentioned.

  
RIMA MOHAMED ATTAR

  
SAMIR JIHAD MOUKDAD

SO ORDERED:



HON. ERIC I. PRUS

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF Que )

On this 29 day of June, 2022, before me, the undersigned, personally appeared RIMA MOHAMED ATTAR, 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 this instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

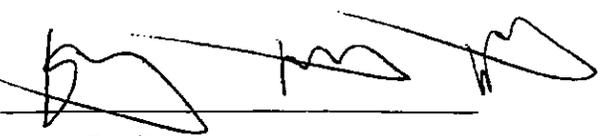
ELLIOT GREEN  
Notary Public State of New York  
No. 026240183  
Qualified in Kings County  
Commission Expires 05-02-20 23

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

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF Kings )

On this 30 day of JUNE, 2022, before me, the undersigned, personally appeared SAMIR JIHAD MOUKDAD, 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 this instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



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

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SCHEDULE A



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# **NYSCEF Confirmation Notice**

## **Kings County Supreme Court**

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The NYSCEF website has received an electronic filing on 06/30/2022 08:27 PM. Please keep this notice as a confirmation of this filing.

**551289/2021**

**Rima Mohamed Attar v. Samir Jihad Moukdad**

**Assigned Judge: Eric Prus**

### **Documents Received on 06/30/2022 08:27 PM**

<b>Doc #</b>	<b>Document Type</b>
82	STIPULATION - SETTLEMENT (POST RJI)

### **Filing User**

Adam Jason Edelstein | adam@efbfamilylaw.com  
26 Broadway Ste 901, New York, NY 10004

### **E-mail Notifications**

An email regarding this filing has been sent to the following on 06/30/2022 08:27 PM:

**ADAM J. EDELSTEIN - adam@efbfamilylaw.com**

**ELLIOT GREEN - elliotgreen@netzero.com**

**WALTER J. ROESCH IV - WRoesch@nycattorney.biz**

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**Hon. Nancy T. Sunshine, Kings County Clerk and Clerk of the Supreme Court - kcco-efile@nycourts.gov**

Phone: 347-404-9766 or 347-404-9762 Website: <https://www.nycourts.gov/courts/2jd/kingsclerk/index.shtml>

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