

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

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In the Matter of an Article 8 Family Offense Proceeding

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

Petitioner,

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

-against-

**AFFIDAVIT IN REPLY
TO OPPOSITION**

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

Respondent.

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**REPLY AFFIDAVIT TO OPPOSITION IN FURTHER SUPPORT OF MOTION TO DISMISS
PRELIMINARY STATEMENT**

Respondent submits this Reply Affidavit in further support of his motion to dismiss the Family Offense Petition pursuant to CPLR 3211(a)(2), (a)(4), and (a)(7), and Family Court Act § 812, and in reply to Petitioner’s opposition papers served on September 29, 2025. This motion presents a purely legal question that does not require factual findings. Even accepting all allegations as true and drawing every favorable inference in Petitioner’s favor, the Petition fails to allege any conduct that constitutes an enumerated family offense under FCA § 812. Instead, it recycles ongoing parenting disputes that fall squarely within the jurisdiction of the Supreme Court, which previously consolidated these issues and currently oversees them through a court appointed Parenting Coordinator. The opposition does not cure these pleading defects. Rather, it misstates the record and improperly attempts to introduce new allegations that cannot amend a facially insufficient Petition. As established in *Matter of Montanez v. Tompkinson*, 199 A.D.3d 1059 (2d Dept 2021), matters previously adjudicated in Supreme Court may not be re-litigated in Family Court. Accordingly, dismissal is warranted as a matter of law.

I. LEGAL STANDARD

1. Petitioner fails to address Respondent's argument that the Petition is subject to dismissal under CPLR 3211(a)(2) for lack of subject matter jurisdiction. In the Second Department, branches of a motion that are not specifically opposed may be deemed abandoned or conceded. (See *Elam v Ryder Sys., Inc.*, 176 AD3d 675, 676 [2d Dept 2019] [claims "deemed abandoned by the plaintiff's failure to oppose"]; *Pita v Roosevelt Union Free Sch. Dist.*, 156 AD3d 833, 835 [2d Dept 2017]; *Kronick v L.P. Thebault Co.*, 70 AD3d 648, 649 [2d Dept 2010]; *Genovese v Gambino*, 309 AD2d 832, 833 [2d Dept 2003].)
2. Petitioner's reliance on CPLR 3211(a)(7) is misplaced. Respondent's motion is not based solely on alleged pleading deficiencies, but rather on the fact that the claims at issue were previously litigated in the Richmond County Family Court in 2022 (see *Exhibit G* to the Initial Motion to Dismiss), subsequently consolidated into the Supreme Court divorce proceeding by order dated September 11, 2023 (see *Exhibit I*), and resolved by the Final Judgment of Divorce entered on January 18, 2024 (see *Exhibit J*). Pursuant to the doctrine of res judicata, these claims may not be re-litigated in Family Court. See *Matter of Montanez v. Tompkinson*, 199 A.D.3d 1059 (2d Dept 2021). Despite the Family Court's concurrent jurisdiction over specific narrowed matters, it lacks jurisdiction over issues that have already been adjudicated and are now under the continuing jurisdiction of the Supreme Court, which expressly retained such jurisdiction and appointed a Parenting Coordinator to manage ongoing parental disputes.
3. Petitioner is a licensed attorney and is represented by counsel. As such, she is not entitled to the leniency sometimes afforded to self-represented litigants. (See *Montgomery v. NYS Div. of Human Rights*, 193 A.D.3d 1114 [3d Dept 2021]; *Proctor v. Mathews*, 124 A.D.3d 1265 [4th Dept 2015] [pro se litigants may receive "some leeway," but must still meet procedural and substantive requirements].) The Petition must satisfy CPLR 3013 and Family Court Act § 821, yet fails to allege any specific, statutorily defined family offense. After filing, Petitioner began signing correspondence as "Rima Attar, Esq.," reinforcing that she is not a layperson and cannot claim inexperience. Courts consistently hold attorney-litigants to full compliance with procedural rules, particularly where legal knowledge may be used to bypass or disrupt established custody arrangements. In this context, the conclusory pleading filed during a summer parenting dispute and four months after the alleged March 30 incident appears more tactical than protective.
4. Petitioner and her counsel argue that Respondent "attempts to downplay his actions," but conclusory rhetoric cannot cure the Petition's underlying legal deficiencies. The pleading merely lists multiple family offenses without connecting specific facts to the statutory elements of any particular offense. This leaves Respondent to guess at the legal grounds he must defend against, in violation of fundamental notice requirements. In *C.F. v. J.D.*, 202 AD3d 1066 (2d Dept 2022), the court dismissed a petition that failed to set forth facts sufficient to establish a family offense. These deficiencies cannot be cured by new allegations raised in opposition. (See *Rovello v Orofino Realty Co.*, 40 NY2d 633, 635 [1976].)

5. Petitioner’s failure to plead a specific enumerated family offense is a fatal pleading defect that cannot be cured by opposition papers. As in *C.F. v. J.D.*, 202 AD3d 1066 (2d Dept 2022), the Petition here sets out general grievances but fails to identify any particular offense under Article 8 of the Family Court Act beyond conclusory box checking. This failure does not, for argument’s sake, deprive the Court of subject matter jurisdiction under CPLR 3211(a)(2), but it does render the pleading legally insufficient under CPLR 3211(a)(7), warranting dismissal. The Family Court Act is “the key to the door,” and FCA § 821 requires that a family offense petition allege specific conduct that constitutes a statutorily enumerated offense under FCA § 812. Petitioner’s claim that opposition papers can supply what the pleading lacks misstates the law. While affidavits may clarify an inartfully drawn petition, they cannot add essential allegations or introduce a new theory of the case. (See *Miller v. Schreyer*, 257 AD2d 358, 361 [1st Dept 1999].)

II. OPPOSITION FAILS TO ADDRESS CORE GROUNDS FOR DISMISSAL

6. The opposition does not engage with the “four corners” standard that governs dismissal under CPLR 3211(a)(7), does not explain how the factual allegations, even if taken as true, satisfy the elements of any enumerated family offense under Family Court Act § 812, and does not confront the basis for dismissal under CPLR 3211(a)(4), despite the fact that the Supreme Court has already consolidated these issues and appointed a Parenting Coordinator as the operative remedy. The lack of response to these points further supports dismissal. At most, Petitioner alleges past parenting disputes, which do not satisfy the statutory elements of any family offense enumerated in Family Court Act § 812.
7. Courts routinely dismiss family offense petitions that rest solely on conclusory claims of fear or on allegations of ordinary parenting conflicts, rather than specific conduct constituting a family offense under Family Court Act § 812. (See *Matter of Lashley v Lashley*, 210 AD3d 1031 [2d Dept 2022]; *Matter of P.B. v C.C.*, 223 AD3d 889 [2d Dept 2024].)
8. Notably, Petitioner’s original Family Offense Petition does not allege that she feared Respondent, felt unsafe, or believed she was in danger, either expressly or implicitly. The absence of any allegation of fear or apprehension is fatal to certain claims under Family Court Act § 812, including menacing and stalking, which require that the respondent’s conduct caused the petitioner to experience a reasonable fear of harm. Petitioner’s recent statement that she “does not feel safe,” made for the first time in a sworn affirmation submitted with her opposition, cannot retroactively supply what the original pleading lacked. This is precisely the type of defect that cannot be cured by subsequent papers. (See *Rovello v. Orofino Realty Co.*, 40 NY2d 633, 635–36 [1976]; *C.F. v. J.D.*, 202 AD3d 1066 [2d Dept 2022].)

III. IMPROPER RELIANCE ON OPPOSITION AFFIDAVITS

9. Petitioner cites *Cron v Hargro Fabrics* and *Rabos v R & R Bagels* to suggest that opposition affidavits may “remedy defects” in a pleading. However, those cases merely allow clarification or amplification of allegations already pleaded. They do not authorize the addition of essential new

facts or a shift in the legal theory. (*Cron v Hargro Fabrics, Inc.*, 91 NY2d 362, 366–67 [1998]; *Rabos v R & R Bagels, Inc.*, 100 AD3d 849, 850 [2d Dept 2012].)

10. **Here, Petitioner attempts to amend the Petition through her opposition papers by:** (i) introducing a brand new “tracking” theory that appears nowhere in her 2022 Richmond petition or her July 2025 Petition; (ii) recasting the March 30 incident from “struck my hand and my phone fell” to “aggressively approaching to strike”; (iii) asserting fear for her safety for the first time in opposition; and (iv) newly alleging that Respondent made threats on Facebook, despite the Petition merely stating that he “posted comments about our case.” Such new matter is legally improper and should be disregarded. (*See Rovello v Orofino Realty Co.*, 40 NY2d 633, 635–36 [1976]; *Miller v Schreyer*, 257 AD2d 358, 361 [1st Dept 1999]; *Franklin v Winard*, 199 AD2d 220, 221 [1st Dept 1993].)

IV. DUPLICATIVE LITIGATION: SUPREME COURT ORDERS GOVERN THE REMEDY

11. On June 15, 2023, after reviewing substantially the same allegations, Judge Prus appointed a Parenting Coordinator and remarked that the parties’ disputes were “wasting the Court’s time” (*see Exhibit K*, Tr. at 4–5, June 15, 2023).
12. Petitioner argues that dismissal is unwarranted because there is no currently “pending” Supreme Court action. However, Respondent’s position does not rely on whether the divorce proceeding remains open, but rather on the fact that the underlying issues were already adjudicated and finalized. The conduct alleged in this Petition was previously raised in a 2022 Family Offense Petition filed in Richmond County (*see Exhibit G* to the Motion to Dismiss), consolidated into the divorce action by Supreme Court order dated September 11, 2023 (*see Exhibit I*), and addressed in the Judgment of Divorce entered January 18, 2024 (*see Exhibit J*). While Family Court has concurrent jurisdiction over family offense matters, the Supreme Court had already exercised jurisdiction over these issues, and retained authority over their enforcement and modification. This new Family Court Petition seeks to relitigate previously resolved disputes and is duplicative within the meaning of CPLR 3211(a)(4).
13. Courts dismiss duplicative petitions to avoid inconsistent rulings and to conserve judicial resources. (*See Matter of Mirelle F. v Renol F.*, 209 AD3d 698 [2d Dept 2022]; *Matter of Jodi S. v Jason T.*, 201 AD3d 671 [2d Dept 2022].) This case exemplifies why dismissal under CPLR 3211(a)(4), or at least discretionary abstention, is warranted. The same parties and parenting disputes are already being actively managed in Supreme Court, with ongoing judicial supervision and a So-Ordered Parenting Coordinator process that has been reaffirmed on multiple occasions. Allowing this matter to proceed separately in Family Court would risk conflicting rulings and undermine the Supreme Court’s retained jurisdiction. Dismissal here would align with Second Department precedent and serve judicial economy.

V. PETITIONER’S OPPOSITION MISSTATES THE RECORD AND APPLICABLE LAW

Several assertions in the opposition mischaracterize the record and should be corrected to ensure the Court relies on an accurate procedural history:

14. **Richmond Proceedings and Litigation History.** Counsel’s claim that Respondent suggested a “pending” Richmond Family Court proceeding is incorrect. Petitioner filed in Richmond County on August 29th, 2022 (*see* Exhibit G to the Motion to Dismiss). By order dated September 11, 2023, Justice Prus consolidated that matter into the parties’ matrimonial action (*See* Exhibit I). Respondent’s motion cited this history to show duplication, not pendency. This also defeats Petitioner’s assertion that these allegations were “never litigated.”
15. **Stipulation and Enforcement.** Counsel misstates the record. The parties signed the stipulation on June 30, 2022, but it was not so-ordered until October 31, 2022. The distinction is material because, until October 31, the stipulation was not a court order and was not enforceable. During that period, Petitioner pursued the Richmond proceeding to obtain control of custody and denied Respondent parenting time until the stipulation was so-ordered clearly showing her underlying motive.
16. **Summer Parenting Time and OSC Filings.** Counsel’s Point 10 is misguided Respondent filed an Order to Show Cause in Supreme Court on July 18, 2025, before he was served with the Family Offense Petition. This timeline was confirmed at the July 21, 2025 proceeding in front of this Honorable Court and is supported by Respondent’s email to Supreme Court chambers on the same day (*see* Exhibit L). On July 25, 2025, Justice Prus declined to sign the OSC and reaffirmed that parenting disputes must first be addressed through the Parenting Coordinator. He made no violation finding against Respondent, instead applying a neutral rule requiring both parties to use the Parenting Coordinator before returning to court. The Family Offense Petition includes no allegations about summer parenting time, despite clear evidence that the dispute over summer scheduling prompted its filing, as shown in Petitioner’s July 17, 2025 email (*see* Exhibit A to the Motion to Dismiss). It was Respondent, not the Petitioner, who raised summer access in Supreme Court. Counsel’s attempt to now tie this Petition to that issue confirms the underlying dispute is custody and scheduling, not a statutorily defined family offense under FCA § 812.
17. **March 30.** Counsel’s new characterizations of the March 30 video are incorrect. The same video was presented ex parte, and on August 18, 2025, this Honorable Court described it as “tension between the parties” and removed the subject child from the temporary order of protection. This reply simply corrects the record.
18. **Tracking.** In opposition, Petitioner newly claims that she was “led to believe” her vehicle had been tagged with a tracking device. This allegation appears nowhere in the July 18, 2025 Petition. It is well settled that new matter raised for the first time in opposition papers cannot cure a facially deficient pleading on a CPLR 3211(a)(7) motion. (*See Rovello v Orofino Realty Co.*, 40 NY2d 633, 635–36 [1976]; *Miller v Schreyer*, 257 AD2d 358, 361 [1st Dept 1999].)
19. **Judicial Intervention.** Petitioner claims she “had no choice” but to seek judicial intervention due to Respondent’s “continuous actions,” but the only development preceding the July 18 filing was Respondent’s exercise of his court ordered summer parenting time. On July 17, just one day before filing, Petitioner threatened to seek a writ of habeas corpus and an OSC if Respondent did

not immediately surrender the child (*See Exhibit A to the Motion to Dismiss*). This sequence confirms that the Petition arises not from any new misconduct but from an ongoing visitation dispute that belongs in Supreme Court and is already subject to the Parenting Coordinator process. Family Court is not the proper forum for relitigating custody compliance, and this filing improperly attempts to bypass both the Supreme Court's retained jurisdiction and the agreed upon dispute resolution mechanism.

20. **Facebook.** In opposition to this motion, Petitioner introduces a new allegation that Respondent "threatened her on social media." However, this claim does not appear in the original Family Offense Petition, which merely alleges that "Respondent posted comments about our case on Facebook." It is well established that new allegations first raised in opposition papers cannot cure a deficient pleading on a CPLR 3211(a)(7) motion. As the Appellate Division has held, "a party cannot defeat a motion to dismiss by submitting evidence that adds new allegations not contained in the complaint." (*Franklin v Winard*, 199 AD2d 220, 221 [1st Dept 1993]; *see also Leder v Spiegel*, 31 AD3d 266 [1st Dept 2006], *affd* 9 NY3d 836 [2007]).

VI. PROVEN SUCCESS OF THE PARENTING COORDINATOR

21. The Parenting Coordinator has already resolved disputes that otherwise would have escalated, including summer access (which was the actual trigger for the filing of the Family Offense Petition) and scheduling of I.S.M. (Child) birthday. This confirms that the Parenting Coordinator process is functioning and remains the appropriate remedy for these matters. However, by invoking a Temporary Order of Protection in response to a parenting disagreement, Petitioner is using the TOP as a sword rather than a shield. This tactic interferes with the Parenting Coordinator's ability to perform her role effectively and undermines the cooperative framework that the Supreme Court established.
22. As Judge Prus stated during the June 15, 2023 conference:

"You need a third party to get back to me and tell me what the real story is... I will be awarding significant attorney's fees for wasting my time here" (*see Exhibit K*, Tr. at 4, June 15, 2023).

VII. IMPROPER USE OF THE CHILD IN LITIGATION

23. Both Respondent and Petitioner share a duty to protect the subject child from physical and emotional harm. The so-ordered stipulation dated October 31, 2022, expressly prohibits exposing the child to adult conflict (*see Exhibit H to the Motion to Dismiss*, Article XI, Legal Custody and Parental Access, Stipulation of Settlement). By inserting the child into affidavits, Petitioner has allowed litigation strategy to override both her parental obligations and the stipulation's clear directive. On August 18, 2025, this Honorable Court removed the subject child from the temporary order of protection, recognizing that she should not be a protected party in this Family Offense proceeding. The Court should therefore disregard such references.

24. Continued family offense litigation predictably entangles the child in adult conflict and disrupts her routine, particularly during her formative Kindergarten years. This risk is not speculative; it is a foreseeable consequence of exposing a five year old to adversarial proceedings and lawyer driven narratives. Allowing this Petition to proceed invites the very type of irreparable harm, including emotional distress and loyalty conflicts, that the Court sought to avoid when it narrowed relief on August 18, 2025.

VIII. RELIEF REQUEST CONFIRMS IMPROPER PURPOSE

25. The WHEREFORE clause of the Petition requests only general relief under Family Court Act § 842, without identifying any specific conditions or protections. This lack of specificity reinforces that the Petition is not a genuine attempt to seek protective relief, but rather an effort to disrupt the parties' existing custody and parenting schedule, as established in their Supreme Court Stipulation of Settlement. Any modification to that arrangement must be sought through a proper custody modification proceeding in Supreme Court. Using a family offense petition to achieve the same result is procedurally improper and legally insufficient. (See *Matter of James v. James*, 88 A.D.3d 1103 [2d Dept 2011]; *Matter of Charmaine D. v. James D.*, 272 A.D.2d 433 [2d Dept 2000]).
26. Since the issuance of the Temporary Order of Protection, Petitioner has attempted to prevent Respondent from attending school events and participating in shared custodial responsibilities by asserting that "the TOP supersedes the Stipulation." This misuse of the protective order illustrates that the Petition is being used as a tool to circumvent the Supreme Court's custody framework, rather than to address any enumerated family offense under Family Court Act § 812. Such conduct not only interferes with Respondent's parental rights but also undermines the Parenting Coordinator process and contradicts the cooperative structure set forth in the parties' So-Ordered Stipulation and jointly signed retainer.

IX. RESPONDENT USED THE AGREED REMEDY

27. Before these allegations surfaced, Respondent invoked the Parenting Coordinator as required by the Stipulation, including serving a notice of default (*see* Exhibit C to Motion to Dismiss). Petitioner declined to participate on multiple occasions. Her refusal escalated tension and was followed by this filing, which is a misuse of Family Court to avoid the agreed process and Supreme Court oversight.

X. EVEN IF SUFFICIENT, THE COURT SHOULD DECLINE TO PROCEED AS A MATTER OF DISCRETION

28. If the Court were to deem the Petition legally sufficient, Respondent respectfully urges the Court to exercise its discretion and decline to entertain further Article 8 litigation. The issues raised are already consolidated and actively managed in Supreme Court through a Parenting Coordinator, pursuant to a So-Ordered Stipulation and a jointly executed retainer dated July 25, 2025 (*see* Exhibit M). Continuing parallel proceedings in Family Court risks inconsistent rulings, duplication of judicial effort, and unnecessary entanglement of the parties' five year old child in

protracted adult conflict. Dismissal on discretionary grounds would mitigate foreseeable harm and promote judicial efficiency. See *Matter of Joseph O. v. Danielle B.*, 192 A.D.3d 1043 (2d Dept 2021); *Matter of Jodi S. v. Jason T.*, 201 A.D.3d 671 (2d Dept 2022); *Matter of Charmaine D. v. James D.*, 272 A.D.2d 433 (2d Dept 2000).

XI. CONCLUSION

29. The Petition fails as a matter of law because it does not allege conduct that constitutes any enumerated family offense under Family Court Act § 812 and instead seeks to revive issues already resolved in Supreme Court. Petitioner's opposition misstates the record, introduces new allegations not found in the original Petition, and cannot cure a legally insufficient pleading.
30. Dismissal also serves the best interests of the parties' minor child, I.S.M., by preventing unnecessary re-involvement in prolonged adult conflict. The Court acknowledged that risk in its August 18, 2025 Order, which amended the Temporary Order of Protection to exclude I.S.M. (Child) and permit Parenting Coordinator engagement. Continued litigation of parenting issues through duplicative Article 8 filings risks emotional harm to the child and undermines judicial efficiency.
31. For all the reasons set forth above, the Petition should be dismissed in its entirety, with prejudice, pursuant to CPLR 3211(a)(2), (a)(4), and (a)(7). Respondent respectfully requests such other and further relief as the Court may deem just and proper.
32. Should the Court deny this motion in whole or in part, Respondent respectfully reserves the right to submit a Verified Answer pursuant to CPLR 3018(a). Respondent does not waive any defenses or objections not addressed in this motion and expressly preserves all rights to respond to any surviving claims, if necessary.

I, Samir Jihad Moukdad, affirm under the penalties of perjury that the foregoing statements are true and correct to the best of my knowledge.

Dated: Brooklyn, New York
October 10, 2025



SAMIR J. MOUKDAD

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

Sworn to before me this

10 day of October, 2025



Notary Public

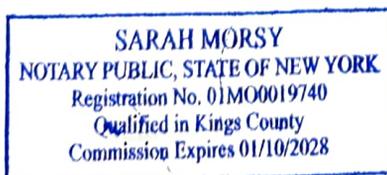


EXHIBIT I

Consolidation Order

Dated: September 11, 2023

Order of Hon. Eric I. Prus, J.S.C., consolidating the Richmond County Family Court matter (Dkt. No. O-03156-22; File No. 44815) into the matrimonial action and directing transfer of the Family Court papers; matter adjourned to October 25, 2023.

Relevance: Confirms Supreme Court as the forum for custody/visitation issues and avoids duplicative Family Court litigation

Referenced in support of Respondent's Motion to Dismiss and Reply Papers

At a Matrimonial Part 5A of the Supreme Court of the State of New York, County of Kings, at the Courthouse located at 360 Adams Street, Brooklyn, New York on the 11th day of September, 2023.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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RIMA MOHAMED ATTAR, Index No.: 551289/2021
Plaintiff, **CONSOLIDATION ORDER**

-against-

SAMIR JIHAD MOUKDAD,
Defendant.

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UPON motion of the Defendant dated March 21, 2023, it is hereby

ORDERED, that the Family Court action presently pending in the County of Richmond, Captioned RIMA ATTAR v. SAMIR JIHAD MOUKDAD, under Docket No.: O-03156-22; File No. 44815 is hereby consolidated with the above captioned action; and it is further

ORDERED, that the attorney for the Defendant shall serve a copy of this order upon the Clerk of the Family Court, Richmond County; and it is further

ORDERED, that the Clerk of the Family Court, shall transfer the papers on file under Docket No. O-03156-22, File No. 44815, to the Clerk of this Court upon service of a copy of this Order, and it is further

ORDERED, that this matter is adjourned to October 25, 2023.

This shall constitute the decision and order of the Court.

ENTERED :

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

EXHIBIT J

Judgment of Divorce

Dated: July 18, 2024

Referenced in support of Respondent's Motion to Dismiss and Reply
Papers

At the Matrimonial/TAS Part 57 of the New York Supreme Court at the Courthouse, Kings County, on the 18th day of *January*, 2024

JAN 18 2024

Present: HON. Eric I. Prus, J.S.C.

Hon. *ERIC I. PRUS* Justice

-----X Index No. 551289/21
Calendar No.

RIMA MOHAMED ATTAR,

Plaintiff,

JUDGMENT OF DIVORCE

-against-

SAMIR JIHAD MOUKDAD,

Defendant.

-----X

EACH PARTY HAS THE RIGHT TO SEEK A MODIFICATION OF THE CHILD SUPPORT ORDER UPON A SHOWING OF (I) A SUBSTANTIAL CHANGE IN CIRCUMSTANCES, OR (II) THAT THREE YEARS HAVE PASSED SINCE THE ORDER WAS ENTERED, LAST MODIFIED OR ADJUSTED, OR (III) THERE HAS BEEN A CHANGE IN EITHER PARTY'S GROSS INCOME BY FIFTEEN PERCENT OR MORE SINCE THE ORDER WAS ENTERED, LAST MODIFIED OR ADJUSTED; HOWEVER, IF THE PARTIES HAVE SPECIFICALLY OPTED OUT OF SUBPARAGRAPHS (II) OR (III) OF THIS PARAGRAPH IN A VALIDLY EXECUTED AGREEMENT OR STIPULATION, THEN THAT BASIS TO SEEK MODIFICATION DOES NOT APPLY. THE PARTIES HAVE NOT ELECTED TO OPTED OUT OF SUBPARAGRAPHS (II) OR (III).

This action was submitted to the referee/this Court for consideration on the *18th* day of *January*, 2024

The Defendant was served personally inside of the State of New York.

The Plaintiff presented a Verified Complaint and Affidavit of Plaintiff constituting the facts of the matter.

submitted a verified answer.

The Defendant has appeared and ~~waived his right to answer.~~

The Court accepted oral proof of non-military service.

ORDERED AND ADJUDGED that there are no court orders with regard to custody, visitation or maintenance to be continued; and it is further

~~ORDERED AND ADJUDGED that maintenance shall be paid by the Defendant to the Plaintiff in the sum of \$2,083.33 for a period of 36 months commencing on July, 2022, and it is further~~

ORDERED AND ADJUDGED that neither party shall pay child support to the other pursuant to the written Stipulation of Settlement dated June 30, 2022. Said Stipulation of Settlement is in compliance with DRL Sec. 240(1-b)(h) because:

The parties have been advised of the provisions of DRL Sec. 240(1-b); the unrepresented party, if any, has received a copy of the Child Support Standards Chart promulgated by the Commissioner of Social Services pursuant to Social Services Law Section 111-i; the basic child support obligation, as defined in DRL Sec. 240(1-b), presumptively results in the correct amount of child support to be awarded; the agreed upon amount substantially conforms to the basic child support obligation attributable to the non-custodial parent; and the amount awarded is neither unjust nor inappropriate, and the Court has approved such award through the Findings of Fact and Conclusions of Law;

and it is further

ORDERED AND ADJUDGED that the relative legally responsible to supply health insurance benefits is the Defendant, and it is further

ORDERED AND ADJUDGED that the relative legally responsible to supply health insurance benefits is eligible under the following group health insurance plan or plans:

Group Health Plan: 1199 SEIU
Address: 330 West 42nd Street, New York New York
Identification Number: 9800632694
Plan Administrator:
Type of Coverage:

The Plaintiff has no other group health plans.

And the relative legally responsible to supply health insurance benefits shall provide health insurance coverage to the children until the age of 21 years, and it is further

ORDERED AND ADJUDGED that the Stipulation of Settlement entered into between the parties on June 30, 2022, [x] an original OR [] a transcript of which is on file with this Court and incorporated herein by reference, shall survive and not be merged in this Judgment, and the parties hereby are directed to comply with all legally enforceable terms and conditions of said Stipulation of Settlement as if such terms and conditions were set forth in their entirety herein; and it is further

ORDERED AND ADJUDGED that the Supreme Court shall retain jurisdiction of this matter to hear any applications to enforce the provisions of said Stipulation of Settlement or to enforce or modify the provisions of this Judgment, provided the Court retains jurisdiction of the matter concurrently with the Family Court for the purpose of specifically enforcing such of the provisions of said Stipulation of Settlement as are capable of specific enforcement, to the extent permitted by law, and of modifying such Judgment with regard to maintenance, child support, custody and/or visitation to the extent permitted by law, or both, and it is further

ORDERED AND ADJUDGED that any applications brought in the Supreme Court to enforce the provisions of said Stipulation of Settlement or to enforce or modify the provisions of this Judgment shall be brought in a county wherein one of the parties resides, provided that if there are minor children of the marriage, such application shall be brought in a county wherein one of the parties or the child or children reside, except, in the discretion of the judge, for good cause. Good cause applications shall be made by motion or order to show cause. Where the address of either party and any child or children is unknown and not a matter of public record, or is the subject of an existing confidentiality order pursuant to DRL Sec. 254 or FCA Sec. 154-b, such applications may be brought in the county where this Judgment was entered; and it is further

ORDERED AND ADJUDGED that providing for the transfer of title to the marital residence is Not Applicable in this case, and it is further

ORDERED AND ADJUDGED that the Family Court shall be granted concurrent jurisdiction with this Supreme Court with respect to the issues of maintenance, child support, custody and visitation, and it is further

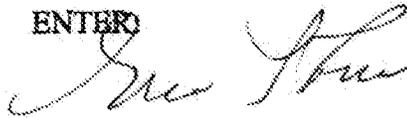
ORDERED AND ADJUDGED that the Plaintiff may resume use of the prior surname, Attar, and it is further

ORDERED AND ADJUDGED that the Defendant shall be served with a copy of this Judgment, with notice of entry, by the Plaintiff within 20 days of such entry.

Dated: JAN 18 2024

1/18/24

ENTER



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

J.S.C./Referee



CLERK

WAIVER OF NOTICE OF SETTLEMENT AND
CONSENTED TO AS TO FORM AND SUBSTANCE:

ELLIOT GREEN, ESQ.
Attorney for Plaintiff
32 Court Street, Suite 404
Brooklyn, New York 11201
(718) 260-8688

THE LAW FIRM OF BENJAMIN D. MOORE, P.C.
Attorneys for Defendant
101 Avenue of the Americas, Suite 831
New York, New York 10013
(212) 203-8060

BY: 
ELLIOT GREEN, ESQ.

BY: 
BENJAMIN D. MOORE, ESQ.

FILED

2024 JAN 18 PM 4:23

KINGS COUNTY CLERK

FEE _____

5A

At the Matrimonial/IAS Part 57 of the New York State Supreme Court, held in and for the County of Kings, at the Courthouse thereof, 360 Adams Street, Brooklyn, New York, on the 13 day of December, 2024.

P R E S E N T :

HON. ERIC I. PRUS,
Justice.

-----X

RIMA ATTAR,
Plaintiff,

Index No. 551289/2021

- against -

**ORDER AMENDING
JUDGMENT OF DIVORCE**

SAMIR MOUKDAD,
Defendant.

-----X

WHEREAS, Plaintiff commenced the instant matrimonial action, Index Number 551289/2021, *Rima Attar v. Samir Moukdad*, via Summons with Notice on March 30, 2021; and

WHEREAS, Plaintiff and Defendant executed a Stipulation of Settlement (“Stipulation of Settlement”) (Exhibit 1 hereto) on June 30, 2022; and

WHEREAS, the Stipulation of Settlement was so-Ordered by this Honorable Court on November 2, 2022; and

WHEREAS, this Honorable Court signed a Judgment of Divorce relating to this Matrimonial Action (the “Judgment of Divorce”) (Exhibit 2 hereto) on January 18, 2024; and

WHEREAS, the Judgment of Divorce was entered by the Clerk of the County of Kings, State of New York, on January 18, 2024; and

WHEREAS, the Judgment of Divorce contained certain provisions that are inconsistent with the Stipulation of Settlement and conflict therewith;

NOW, ON CONSENT, IT IS ORDERED AND ADJUDGED that the Judgment of Divorce is hereby amended as follows:

The provision on page one (1) of the Judgment of Divorce, which states:

EACH PARTY HAS THE RIGHT TO SEEK A MODIFICATION OF THE CHILD SUPPORT ORDER UPON A SHOWING OF (I) A SUBSTANTIAL CHANGE IN CIRCUMSTANCES, OR (II) THAT THREE YEARS HAVE PASSED SINCE THE ORDER WAS ENTERED, LAST MODIFIED OR ADJUSTED, OR (III) THERE HAS BEEN A CHANGE IN EITHER PARTY'S GROSS INCOME BY FIFTEEN PERCENT OR MORE SINCE THE ORDER WAS ENTERED, LAST MODIFIED OR ADJUSTED; HOWEVER, IF THE PARTIES HAVE SPECIFICALLY OPTED OUT OF SUBPARAGRAPHS (II) OR (III) OF THIS PARAGRAPH IN A VALIDLY EXECUTED AGREEMENT OR STIPULATION, THEN THAT BASIS TO SEEK MODIFICATION DOES NOT APPLY. THE PARTIES HAVE NOT ELECTED TO OPTED OUT OF SUBPARAGRAPHS (II) OR (III).

Shall now and hereafter state:

EACH PARTY HAS THE RIGHT TO SEEK A MODIFICATION OF THE CHILD SUPPORT ORDER UPON A SHOWING OF (I) A SUBSTANTIAL CHANGE IN CIRCUMSTANCES, OR (II) THAT THREE YEARS HAVE PASSED SINCE THE ORDER WAS ENTERED, LAST MODIFIED OR ADJUSTED, OR (III) THERE HAS BEEN A CHANGE IN EITHER PARTY'S GROSS INCOME BY FIFTEEN PERCENT OR MORE SINCE THE ORDER WAS ENTERED, LAST MODIFIED OR ADJUSTED; HOWEVER, IF THE PARTIES HAVE SPECIFICALLY OPTED OUT OF SUBPARAGRAPHS (II) OR (III) OF THIS PARAGRAPH IN A VALIDLY EXECUTED AGREEMENT OR STIPULATION, THEN THAT BASIS TO SEEK MODIFICATION DOES NOT APPLY. THE PARTIES HAVE ELECTED TO OPT OUT OF SUBPARAGRAPHS (II) & (III), AS MEMORIALIZED IN ARTICLE XII, PARAGRAPH M OF THE STIPULATION OF SETTLEMENT (PP. 36-37).

And it is further **ORDERED AND ADJUDGED** that the Judgment of Divorce is hereby amended as follows:

The provision on page three (4) which states:

ORDERED AND ADJUDGED that the relative legally responsible to supply health insurance benefits is the Defendant[.]

Shall now and hereafter state:

ORDERED AND ADJUDGED that, subject to Article XII, Paragraph O (p. 38) of the parties' Stipulation of Settlement, the relative legally responsible to supply health insurance benefits for the child is the Defendant. So long as the child can have health insurance coverage provided for through his employer, the Defendant shall continue to maintain health insurance coverage. In the event that changes in the future, the parties shall confer to determine the best means of providing insurance coverage for the child and the parties shall equally (50/50) pay for the cost of premiums[.]

And it is further **ORDERED AND ADJUDGED** that the Plaintiff, through her counsel, shall be served with a copy of this Order, with notice of entry, by counsel for the Defendant within 20 days of such entry.

Dated: December 13, 2024

ENTER:

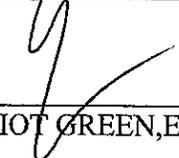
Eric I. Prus
HON. ERIC I. PRUS, J.S.C.

CLERK

*WAIVER OF NOTICE OF SETTLEMENT AND
CONSENTED TO AS TO FORM AND SUBSTANCE:*

ELLIOT GREEN, ESQ.
Attorney for Plaintiff
32 Court Street, Suite 404
Brooklyn, New York 11201
(718) 260-8668
elliott@elliottgreenlaw.com

THE LAW FIRM OF BENJAMIN D. MOORE, P.C.
Attorneys for Defendant
101 Avenue of the Americas, 9th Floor
New York, New York 10013
(212) 203-8060
ben@benmoorelaw.com

BY: 
ELLIOT GREEN, ESQ.

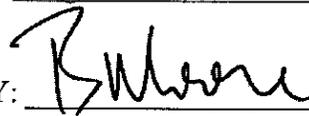
BY: 
BENJAMIN D. MOORE, ESQ.

EXHIBIT K

Transcript of Proceedings

June 15, 2023 (Index No. 551289/2021)

Transcript reflects appointment of a Parenting Coordinator; directive to consolidate the Staten Island Family Court matter into the matrimonial action and that continued motion practice is “wasting the Court’s time,” with a neutral third party to report back

Relevance: Confirms Supreme Court forum and Parenting-Coordinator remedy

Referenced in support of Respondent’s Motion to Dismiss and Reply Papers

1 SUPREME COURT OF THE STATE OF NEW YORK
2 COUNTY OF KINGS: CIVIL TERM: PART 5A

3 -----X

4 RIMA MOHAMED ATTAR,

5 Plaintiff,

6 - against -

7 SAMIR JIHAD MOUKDAD,

8 Defendant.

9 -----X

Supreme Court
Via Microsoft Teams videoconference
June 15, 2023

B E F O R E :

HONORABLE ERIC I. PRUS,
Justice of the Supreme Court

A P P E A R A N C E S :

Elliot Green, ESQ.
Attorney for the Plaintiff
32 Court Street - #404
Brooklyn, New York 11201

THE EDELSTEINS, FAEGENBURG & BROWN, LLC
Attorneys for the Defendant
26 Broadway - Suite 901
New York, New York 10004
BY: PAUL J. EDELSTEIN, ESQ.

LAURIE DEBIASI
SENIOR COURT REPORTER

1 COURT CLERK: Index 551289 of 2021, Mohamed Attar
2 versus Moukdad.

3 Counsel, appearances for the record, please.

4 MR. EDELSTEIN: (Via telephone) Adam J.
5 Edelstein; Edelsteins, Faegenberg & Brown; 26 Broadway,
6 Suite 901, New York, New York, 10004; and I represent Samir
7 Jihad Moukdad.

8 Good morning to everyone.

9 THE COURT: Thank you.

10 Mr. Green.

11 MR. GREEN: Elliot Green; 32 Court Street,
12 Brooklyn, New York; for Ms. Attar.

13 THE COURT: Okay, thank you. I have had the
14 opportunity to review the various motion practice between
15 the attorneys. There are some -- I believe there is a
16 reply that would be due at this point. Certainly, the
17 attorneys can work out their schedule as far as any further
18 opposition or reply. I will let the attorneys work that
19 out. Obviously, I have had --

20 MR. GREEN: Sorry about that --

21 THE COURT: Obviously, unfortunately, I am
22 familiar with the case based upon the underlying case and
23 the way it began, and certainly, the parties brought it out
24 of control and, perhaps, they are going back to that
25 situation here, which is unfortunate for your child.

1 I read through the various affidavits and
2 affirmations, and again, this is just part and parcel of
3 the parties' behavior. So what I am going to order today
4 is I am going to order a parenting coordinator. Please
5 counselors, make sure that -- who is the plaintiff here?
6 Mr. Green, you represent the plaintiff? Who represents the
7 plaintiff here?

8 MR. EDELSTEIN: Mr. Green does.

9 THE COURT: Mr. Green, I am going to -- Mr. Green,
10 can you hear me, sir?

11 MR. GREEN: (Nods head.)

12 THE COURT: I will prepare a short form order. I
13 am appointing Kara Diamond (phonetic) for the purposes of
14 parenting coordinator.

15 Gentlemen, do you remember the split at the last
16 round as to --

17 MR. EDELSTEIN: I do think it was 50/50 subject to
18 allocation --

19 THE COURT: 50/50 -- okay, fine. So please
20 explain to your clients that if the parenting coordinator
21 is appointed, and because any party didn't pay his or her
22 fee, I am going to change the custody arrangement pendente
23 lite, while this postjudgment works its way through the
24 system.

25 So your clients have to understand that they need

1 to have their parenting coordinator on board as soon as
2 possible. Again, if there is a delay, I will change the
3 parenting schedule, so I don't need a parenting
4 coordinator. It's as simple as that.

5 Frankly, at this point, these parties are wasting
6 my time, and I certainly am going to be awarding attorney's
7 fees at the end of this case, because the two parties need
8 to grow up. It's simple as that.

9 I need a neutral third party to report back to me.
10 There is allegations of motorcycles, speeding, et cetera.
11 We could go through all of that again, but at the end of
12 the day, Family Wizard is not enough for the two of you.
13 You need a third party to get back to me and tell me what
14 the real story is between the two of you. That's why I
15 will be awarding significant attorney's fees for wasting my
16 time here. You need to grow up. It's as simple as that.

17 So prepare a short form order that the Family
18 Court proceedings in Staten Island are going to be
19 consolidated into this matter. We are going to issue --
20 you will provide a copy of the order of protection that's
21 in effect. I am going to issue it under the same terms and
22 conditions in New York.

23 Certainly, the parenting time is going to
24 continue. Again, if any party does not meet his or her
25 responsibility or obligation as far as paying the parent

1 coordinator, I am going to be changing the schedule to
2 reflect that. So counsels, impress upon your clients that
3 they need to comply with my orders; otherwise, there will
4 be ramifications. Also explain what I am going to be doing
5 with attorney's fees at the end of this case, because
6 frankly, it's a waste of my time here.

7 So I am putting this on, again, you will work out
8 your papers. I am going to keep -- of exception as far as
9 I previously ordered as far as pickup and drop off. It's
10 not a violation of any order of protection, and I am going
11 to put this on in person. I am not going to do this
12 virtually. Your clients have to appear in court, and,
13 hopefully, by then the parenting coordinator will have some
14 sense of normalcy returned here.

15 Excuse me, October 25, 11:00 a.m. in person, so
16 make sure your clients understand everything that I have
17 put on the record here today. Counselors, anything you
18 want to address before I let you go?

19 MR. EDELSTEIN: On behalf of the father, no. And
20 thank you very much, Judge.

21 THE COURT: Okay, we dropped Mr. Green, but that's
22 okay. Ma'am, you understand what I am doing here, today,
23 Ms. Attar?

24 THE PLAINTIFF: Yes, I do, your Honor.

25 THE COURT: Mr. Moukdad, do you understand what I

1 am doing here today?

2 THE DEFENDANT: (Nods head.)

3 MR. EDELSTEIN: Was there an answer by Mr. Moukdad
4 that I didn't hear.

5 THE COURT: He is shaking his head "yes."

6 MR. EDELSTEIN: Thank you, Judge.

7 THE COURT: I am putting you both on notice, this
8 is going to cost you, aside from attorney's fees, one of
9 you is going to pay more attorney's fees, because I am
10 awarding attorney's fees here. And you need to grow up,
11 and you need to provide a stable environment to your child.

12 Coming back to court and fighting sends me a
13 tremendous message, the fact that you are here so quickly
14 after this is held in this case. So you need to grow up.
15 I will hear it all from the parenting coordinator. I have
16 no problem changing the schedule, so understand that. You
17 are playing with fire here as well. Let's understand that
18 as well. I am letting you go.

19 * * * * *

20 The foregoing is hereby certified to be a true and
21 accurate transcript of the proceedings as transcribed from
22 the stenographic notes.

23
24
25

Laurie DeBiasi

LAURIE DEBIASI
SENIOR COURT REPORTER

EXHIBIT L

Email to Supreme Court Chambers re: Emergency
OSC

Dated: July 18, 2025

Email from Respondent to Justice Prus's chambers requesting
emergency signature of a proposed OSC enforcing summer parenting
time under the 10/31/2022 So-Ordered Stipulation

Referenced in support of Respondent's Motion to Dismiss and Reply
Papers



Samir Moukdad <sjmoukdad@gmail.com>

Emergency Request – OSC (Index No. 551289/2021)

2 messages

Sam Moukdad <sjmoukdad@gmail.com>

Fri, Jul 18, 2025 at 7:36 PM

To: ekpruschambers@nycourts.gov

Dear Chambers of Hon. Eric I. Prus,

I hope this message finds you well. I am the Defendant, Samir Moukdad, in the above-referenced matrimonial matter. I write to respectfully request emergency judicial review of a proposed Order to Show Cause seeking enforcement of my summer parenting time under the parties' Stipulation of Settlement.

I am currently proceeding **pro se** and have not yet been granted NYSCEF access to file electronically. The motion papers are finalized and ready, and I intend to file first thing Monday morning in Room 283. However, due to recent events, I am requesting emergency attention to avoid irreparable disruption of my scheduled summer access, which is already underway.

Please find the full motion packet attached for judicial review and consideration.

Respectfully,

Samir Moukdad, R.T.(R)(ARRT)

Index No. 551289/2021

sjmoukdad@gmail.com | 1(347)-236-0460

 **Moukdad_Final_Motion_Packet.pdf**
10449K

Samir Moukdad <sjmoukdad@gmail.com>

Sun, Jul 20, 2025 at 11:45 PM

To: ekpruschambers@nycourts.gov

URGENT: New Family Court Petition Filed After Emergency OSC – Re-Requesting Judicial Review

EXHIBIT M

Parent Coordinator Retainer

Dated: July 25, 2025

Transcript reflects appointment of a Parenting Coordinator; directive to consolidate the Staten Island Family Court matter into the matrimonial action and that continued motion practice is “wasting the Court’s time,” with a neutral third party to report back

Relevance: Confirms the PC framework is active and in effect pursuant to Supreme Court direction; supports dismissal as duplicative and confirms parenting disputes belong with the PC/Supreme Court

Referenced in support of Respondent’s Motion to Dismiss and Reply Papers

Steven J. Mandel
Hon. Jane Pearl (Ret.)
Marilyn T. Sugarman
Tania Loghmani
Sara Jane Bullard
James Nemia

Counsel
Joshua Perlman



ONE GRAND CENTRAL PLACE
60 East 42nd Street - Suite 810
New York, New York 10165
Tel: 212.697.7383
Fax: +1.212.681.6157

July 25, 2025

VIA EMAIL

Samir Moukdad
224 94th St.
Brooklyn, NY 11209
sjmoukdad@gmail.com

Rima Attar
300A Cortelyou Ave.
Staten Island, NY 10312
rimaa363@gmail.com

This will confirm our understanding in which *I have agreed to serve* as a Parent Coordinator (“PC”), as set forth in, and in accordance with the Retainer Agreement (the “Agreement”). This letter, when countersigned by both of you, in the space provided below, will constitute our retainer agreement.

A. The Role of the PC

The primary role of the PC is to assist the two of you to negotiate and/or implement parenting decisions in a way that minimizes conflict and is in your daughter’s, [REDACTED] I.S.M. [REDACTED], best interests, including with respect to major decisions relating to the child(ren), parental access schedules, holidays, and school breaks, and such other and further issues as deemed appropriate by the PC, consistent with her experience as a PC. In the event of an unresolved parenting issue, either party may contact the PC. When parents cannot resolve their own parenting problems, one or both can contact the PC for assistance. The role of the PC is distinct and draws upon the skills of many professions. Despite the PC’s formal training both as an attorney licensed in New York State, and a psychologist, the PC will **not** provide legal or mental health treatment services. The PC is **not** a substitute for having independent legal or mental health services.

After one or both parents initiate contact, the PC will engage in a variety of activities with the parents and relevant others to help the parents resolve their conflicts in the best interests of the child(ren). These activities include, but are not limited to:

- a. Educating the parties about communication, child development, the impact of divorce and conflict on children, and so on.
- b. Maintaining communication among the parties, and if necessary, acting as a conduit for information.
- c. Recommending how particular elements of a parenting plan or parenting schedule should be implemented, e.g. scheduling issues.
- d. Speaking with involved professionals, e.g., child therapist, pediatrician, etc.

- e. Referring parents to appropriate programs, e.g., parent education, anger management/emotional dysregulation, substance use, domestic violence intervention and/or survivor services.
- f. Recommending effective communication with the child(ren)'s medical providers (e.g. pediatrician, therapist, dentist, etc.), including, but not limited to, scheduling of appointments, course of care, treatment modifications, record keeping and the like.
- g. Any other parenting-related issues.

In order to assist the parents, the PC may need to determine the necessary protocols (i.e., in person, telephone, joint, individual) and scheduling for all interviews and sessions, including who should attend meetings.

The PC may need to consult with professionals, family members, and others who have relevant information, e.g., pediatricians/adolescent doctors, therapists, forensic evaluators, and school teachers and guidance counselors. Towards this end, the parents agree to promptly execute any written authorization requested by the PC to obtain information.

Parents always retain the right to go to court. However, it is agreed that this action will be taken as a last resort because the goal of working with a PC is to reduce and mitigate parental conflict.

B. Compensation and Billing

You have agreed to pay my office a retainer of **\$10,000**. Each parent is responsible for 50% of the retainer, i.e. \$5,000. You understand that my engagement is a commitment of time on my part. This fee is based on the anticipated responsibility and expertise involved in assisting you, as well as the importance of your family matter. This retainer payment does not necessarily represent the total fee you may incur by virtue of my services. The amount of my eventual fee will be based upon the hourly billing rates, together with any out-of-pocket disbursements incurred on your behalf. Please note the retainer fee is not a flat fee and you will be billed hourly for all work done on your matter. The Mother shall be responsible for and shall be billed for 50% of the PC's fees, and the Father shall be responsible for and shall be billed for 50% of the PC's fees, subject to reallocation by an order of the court or by agreement of the parents. The foregoing notwithstanding, however, if either party meets with the PC individually, that party shall be held responsible for 100% of the PC's fees for such session.

Time is recorded in increments of tenths of an hour. The current hourly rate for Jane Pearl is \$800 per hour. Administrative assistants, who may also assist with this matter, will be billed at a rate between \$250 - \$350 per hour. *In this case, Hon. Pearl (Ret.)'s rate will be billed at the discounted rate of \$700 per hour.*

You will be billed for the time involved in retrieving your file, review and analysis of the appropriate documentation, as well as the actual parenting coordination services performed.

In the event your retainer is exhausted, or nearly exhausted, and your matter is ongoing, you will be required to replenish the retainer in an amount to be determined by The Mandel Law Firm based upon the status of your PC matter. Payment for the replenishment of your retainer is payable upon receipt of our written request.

If there is a credit balance remaining on your initial Retainer at the end of my service as your Parent Coordinator, it will be returned to you. A processing fee of 3.5% will be deducted from any portion of the initial Retainer refunded to you that was paid by credit/debit card or PayPal.

You further understand that the hourly rates apply to all time expended relative to your case, including but not limited to, meetings and conferences, telephone calls, emails and conferences with service providers, either placed by or placed to you, or otherwise made or had on your behalf or related to your case; preparation, review and revision of correspondence, or any other documents, memoranda, or papers relative to your case; travel time; and any other time expended on behalf of or in connection with your case.

I will not increase my rate relative to your matter for eighteen months from the date herein. If this matter is not concluded within this period of time, you understand and agree that there will be an automatic increase of 3% in my hourly rate per year. You will receive at least thirty (30) days' advance notice of any increase.

You will generally be billed each month, but in no event, less frequently than every two months. You have authorized my office to render our bills by email to the email addresses noted above. At any time, upon your written request (email to suffice), we will change the billing address. You agree at all times to provide us with a current email and residential address. If you do not pay the sums of retainers, fees or disbursements to my office as contemplated by this agreement within ten (10) days after our request to you, then my office will treat your failure to do so as your decision to terminate my services for you, and I may withdraw as your PC either upon written notice to you by mail at your above address without relieving you of any outstanding obligations for my services and disbursements to the time of withdrawal as PC. In addition, the PC's services may be terminated upon written agreement of both the parents. Absent mutual agreement, the PC may not be terminated by a single party.

Our bills include a summary explanation of the date and nature of the services rendered, by whom they were rendered, and a computation of the hourly time charges and disbursements incurred in connection with your matter. You are expected to review the bill upon its receipt and promptly bring to our attention any questions or objections you may have to the bill. While we strive to keep accurate time records, we recognize the possibility of human error and we shall be glad to discuss with you, without charge, any objections you may raise to a bill. Objections must be raised within fourteen (14) days after receipt of a bill so that any problem with the bill can be dealt with promptly while the time period involved is still fresh in our minds. If you fail to raise your objections within the time period provided, any such objection will be deemed waived to the extent permitted by law.

My office will accommodate requests by you to pay your initial Retainer Fee by credit/debit card or PayPal, at no additional cost to you. However, all subsequent payments made by credit/debit card or PayPal will be subject to a service fee of 3.5%.

All out-of-pocket expenses paid by you, by credit/debit card or PayPal, will be subject to a service fee of 3.5%.

C. Appointments and Communications

Each parent shall make a good faith effort to be available for appointments when requested by the PC.

The PC shall arrange with each parent a time and place to meet either together or individually, and either in person or virtually, for at least two meetings within the first month of the signing of this Agreement and payment of the Retainer. Each parent shall attend or shall notify the PC of any scheduling difficulties.

During subsequent meetings, the PC may meet with the parents jointly or separately, in person or virtually, and the PC may meet with the child(ren) and/or the child(ren)'s therapist(s) (or any other person the PC deems appropriate), in person or virtually. The PC shall determine whether appointments will be joint, separate, by telephone, zoom, otherwise virtually, or in person. Either parent may contact the PC if meeting together in person or virtually with the other parent is uncomfortable. The PC has the discretion to decide if subsequent meetings will be held together or separately.

It is the responsibility of each parent to contact the PC to request to schedule meetings, and also to attend meetings when scheduled by the PC.

The PC may have *ex-parte* communications with the parents, the child(ren)'s therapist(s) (if any), and other professionals involved in the case. This applies to both written and oral communication. The PC may speak with the child(ren)'s attorney(s) (if any) outside the presence of either party or his/her respective counsel.

In specific circumstances, the PC may request and notify the parties and /or their attorneys that communications with the PC not be *ex-parte*. The PC may also request that all communication be by email and not by telephone.

The parties and/or their attorneys shall cooperate with the PC and agree to follow the terms specified herein. The parties shall further cooperate with the PC by providing any documents, papers or information requested, including the execution of releases, and /or papers or information requested, including the execution of HIPAA releases and /or authorizations permitting the PC to speak with, or receive information from any mental health professionals, social services workers or agencies, physicians, schools and other facilities or individuals who may have information regarding the parties or the child(ren).

The PC will make every attempt to return telephone calls or email messages from parents within twenty-four (24) hours. Telephone messages will usually be returned by the next business day.

Assistance provided by the PC is not intended however to be a "crisis service." Thus, whenever possible, the PC should be contacted during normal working hours. Generally, the Parenting Coordinator should be contacted within normative working hours, Monday through Friday, 9 a.m. to 6 p.m.

The PC should **not** be expected to be able to intervene and make decisions over the telephone in "crisis like" conflicts, e.g., a parent fails to show up for a scheduled visit, or a parent doesn't want to take a child to an extracurricular activity. This is because the PC may be unable to obtain necessary information to fairly and reasonably assist the parents in such situations. Instead, the problems may require further discussion with the parents in order to prevent future conflicts.

D. Confidentiality

Communications between the parents and the PC are not confidential. Absent a court order to the contrary, the PC may communicate with others who have relevant information, e.g., attorneys for the parties or for the child(ren), forensic evaluators, psychiatrists, psychotherapists, clinicians, teachers, and guidance counselors. In doing so, aspects of the case may need to be shared with such individuals, but care will be taken to be discreet in terms of what information is shared.

During such communications, the parties authorize and direct the PC to use at the PC's discretion information learned while working with the parties.

The PC may find it necessary to report child and domestic abuse, and threats of abuse against another person. In such cases, the PC and legal counsel for the parties shall address safety concerns.

E. Neutrality + Legal Representation.

Although the PC is an attorney, you understand that the PC does not represent the interests of either of you individually, and is not acting as an attorney, or tax, or other advisor for either or both of you.

F. Good Faith Discussions.

The PC will attempt to facilitate resolution of any outstanding issues among you, as long as you both engage in the process of parenting coordination in good faith. Each of you must be willing and able to participate in the PC process, discussing the relevant issues in an open, honest manner with each other and the PC.

G. Full Sharing of Information.

You recognize that full sharing and disclosure of all relevant information is essential to a successful, informed resolution of the issues you seek to address in parenting coordination. You agree to share with each other and the PC all information and documentation available to you relating to the parameters of this parenting coordination.

H. Privilege.

Given that PC is assisting you in a neutral capacity, you agree that there shall be no attorney-client privilege between Jane Pearl of The Mandel Law Firm and either one of you in a way that excludes the other, and there shall be no substantive conversations between Jane Pearl of The Mandel Law Firm and either one of you in a way that excludes the other.

I. Responsibility for Fees.

You understand and agree that, as between each of you and the PC, each of you is individually responsible for your respective share of the PC's fees to be paid to The Mandel Law Firm.

J. Scope of Agreement.

This Agreement shall be signed and acknowledged by both parties as well as the PC and shall constitute the full and complete Agreement between the parties and the PC.

K. Waiver of Liability.

The parties and the attorneys agree that the PC shall be immune from suit by either of the parties, their attorneys, the children or other participants in this case because of or based upon the PC's activities in this matter. The parties agree to indemnify and hold the PC harmless and to be responsible for any costs or expenses incurred by the PC, including reasonable legal fees, if any dispute arises out of this Agreement. The PC shall not be liable to the parties, children or counsel for any acts or omissions in his or her deliberations and recommendations. The parties and counsel agree that the PC, and any documents held by the PC shall not be subject to subpoena for trial, depositions or other purpose. Notwithstanding the foregoing, the parties agree that any recommendations made by the PC may be referred to and/or used in court and the PC shall be permitted to speak with any court-appointed forensic and/or mental health

examiner. The recommendations made by the PC are made to help the parties settle their parenting disputes. Accordingly, anything said by the attorneys, PC, attorney for the child(ren), or parties in and during the course of the PC services may not be used for trial, deposition or any other purpose.

L. Grievance Procedures.

Any grievance from either parent regarding the performance or actions of the PC shall be dealt with in the following manner.

A person with a grievance shall discuss the matter with the PC in person before pursuing it in any other manner. If after meeting with the PC the parent decides to pursue a complaint, the parent must then submit a written letter detailing the complaint to the PC, to the other parent, and to the attorneys representing the parties or the child(ren). The PC shall provide a written response to the parent and attorneys within 30 days.

The PC shall then meet with the complaining parent and his or her attorney, if any, to discuss the matter. As noted above, the PC retains the right to withdraw or decline service for any reason upon written notification to all parties, and the PC is immune from suit by the parties, the child(ren) and the attorneys in the case.

You understand that I cannot make and have not made any promises or guarantees concerning outcomes; nor can I predict the course that your case may take or the amount of time that may be necessary. In any event, rest assured that I will assist you to the very best of my ability. I am privileged by the confidence you have expressed by selecting me, Jane Pearl, Special Counsel, The Mandel Law Firm to assist you. I look forward to a trusting and successful working relationship.

Very truly yours,

THE MANDEL LAW FIRM

By: Jane Pearl
HON. JANE PEARL (RET.)

AGREED TO AND UNDERSTOOD:

SAMIR MOUKDAD

RimaAttar

RIMA ATTAR

