

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF _____

-----X

Index No.

_____,

Plaintiff,

NOTICE OF AUTOMATIC
RESTRAINING ORDERS

-against-

_____,

Defendant.

-----X

PLEASE TAKE NOTICE that pursuant to Domestic Relations Law § 236 (B) (2) (b), you are hereby served with the following automatic restraining orders, simultaneous with the service of the summons. These automatic orders are binding upon the plaintiff upon the commencement of the action by the filing of the summons or summons and complaint. They are binding upon the defendant upon service of the Summons. These automatic orders shall remain in full force and effect during the pendency of the action, unless terminated, modified or amended by further order of the court, upon motion of either of the parties, or upon written agreement between the parties duly executed and acknowledged.

The automatic orders are as follows:

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

(2) Neither party shall transfer, encumber, assign, remove, withdraw or in any way dispose of any tax deferred funds, stocks or other assets held in any individual retirement accounts, 401K accounts, profit sharing plans, Keough accounts, or any other pension or retirement account, and the parties shall further refrain from applying for or requesting the payment of retirement benefits or annuity payments of any kind, without the consent of the other party in writing, or upon further order of the court.

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

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

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

PLEASE TAKE FURTHER NOTICE THAT A VIOLATION OF ANY OF THESE AUTOMATIC ORDERS MAY BE PUNISHED AS A CONTEMPT OF COURT AND THAT SUCH PUNISHMENT MAY CONSIST OF A FINE OR IMPRISONMENT, OR BOTH, ACCORDING TO LAW.

Dated: _____ 2009
_____, New York

Yours, etc
[Name]
[Attorney for]
[Office & P.O. Address]
[City, State & Zip]
[Telephone number]