COUNTY OF NASSAUX		Filed with Nassau County Clerk on May , 2010	
MARY JONES,	Plaintiff,	Plaintiff designates Nassau County as the place of trial based upon residence of the plaintiff.	
- against -		SUMMONS WITH NOTICE	
JOHN JONES,	Defendant.	<u>Plaintiff resides at:</u> 9876 Grove Avenue Mineola Nassau County New York	

ACTION FOR A DIVORCE

To the above named Defendant:

You are hereby summoned to serve a notice of appearance on the plaintiff's attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear, judgment will be taken against you by default for the relief demanded in the notice set forth below.

NOTICE: The nature of this action is to dissolve the marriage between the parties, on the ground of irreconcilable differences.

The relief sought is: judgment of absolute divorce in favor of the plaintiff dissolving the marriage between the parties in this action.

The nature of any ancillary relief is: custody of the infant children of the parties, child support, maintenance, medical and life insurance, equitable distribution of marital property, exclusive possession of the marital residence and its contents, counsel and experts' fees and expenses, and related relief.

<u>PLEASE TAKE FURTHER NOTICE:</u> That pursuant to Domestic Relations Law Section 236 Part B, Section 2:

THE FOLLOWING AUTOMATIC RESTRAINING ORDERS HAVE BEEN ENTERED AGAINST YOU AND YOUR SPOUSE AND ARE NOW IN EFFECT; THEY MUST BE OBSERVED BY YOU AND YOUR SPOUSE.

ANY FAILURE TO COMPLY WITH THESE ORDERS MAY BE DEEMED A CONTEMPT OF COURT.

IT IS HEREBY ORDERED THAT:

- (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 account, 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, Keogh 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, except that any party who is already in pay status may continue to receive payments thereunder.

- (3) Neither party shall incur unreasonable debts hereafter, including, but no limited to further borrowing against any credit line secured by the family residence, further encumbrancing 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.
- (6) These orders shall remain in full force and effect during the pendency of this action unless terminated, modified or amended by further order of the court or upon a written agreement signed by the parties and acknowledged by them before a notary public.
- (7) The failure to obey these automatic orders may be deemed a contempt of court.

PLEASE TAKE FURTHER NOTICE that pursuant to Domestic Relations Law §255, upon entry of a judgment in this action, each party may or may not be eligible to be covered under the other party's health insurance plan, depending upon the terms of the plan.

<u>PLEASE TAKE FURTHER NOTICE</u> that service of papers by telefax or electronic transmission is not authorized, and any papers so served shall be treated as a nullity.

Dated:	Garden	City,	New	York
	May	20	0	

DaSILVA, HILOWITZ & McEVILY LLP

by:

Willard H. DaSilva Attorneys for Plaintiff Office and Post Office Address 585 Stewart Avenue Garden City, New York 11530 Telephone (516) 222-0700