

SUPREME COURT
STATE OF NEW YORK, COUNTY OF KINGS

Index No. 52896

Year. 2009

RUBEN SAFIR,

Plaintiff,

-against-

ELLEN SAFIR,

Defendant.

JUDGMENT OF DIVORCE WITH NOTICE OF ENTRY

ROBERT A. UGELOW, P.C.

Attorney(s) for Plaintiff

Office and Post Office Address, Telephone

26 Court Street
BROOKLYN, N.Y. 11242
(718) 852-8641

To

Signature (Rule 130-1.1-a)

Print name beneath

ROBERT A. UGELOW

Service of a copy of the within is hereby admitted.

Dated: _____

Attorney(s) for

PLEASE TAKE NOTICE:

☒ NOTICE OF ENTRY

that the within is a true copy of a JUDGMENT OF DIVORCE
duly entered in the office of the clerk of the within named court on June 9, 2016

☐ NOTICE OF SETTLEMENT

that an order
will be presented for settlement to the HON.
within named Court, at
on _____ at _____ M.

Dated, June 27, 2016

of which the within is a true copy
one of the judges of the

Yours, etc.

ROBERT A. UGELOW, P.C.

Certification

STATE OF NEW YORK, COUNTY OF KINGS, SS:

I, Nancy T. Sunshine, County Clerk and Clerk of Supreme Court Kings County,

do hereby certify that on June 23, 2016 I have compared

the document attached hereto,

52896/2009 Judgment of divorce filed 6/9/2016 page(s) 90-98

with the originals filed in my office and the same is a correct transcript

therefrom and of the whole of such original in witness

whereeto I have affixed my signature and seal.

Nancy T. Sunshine

NANCY T. SUNSHINE
KINGS COUNTY CLERK

KINGS COUNTY CLERK
RECEIVED
2016 JUN 28 PM 12:09

At a Matrimonial Part ST of the
Supreme Court of the State of New
York, held in and for the County
of Kings at the Courthouse,
located at 360 Adams Street,
Brooklyn, New York on the 27th day
of May, 2016

P R E S E N T: HON. DELORES J. THOMAS
Justice **HON. DELORES J. THOMAS J.S.C.**

-----X Index No.: 52896/09

RUBEN SAFIR,
Plaintiff,

JUDGMENT OF DIVORCE

-against-

ELLEN SAFIR,
Defendant.

CONTESTED

-----X

The plaintiff, by his attorney, ROBERT A. UGELOW, P.C. having brought this action for a Judgment of Divorce by reason of abandonment, adultery and cruel and inhuman treatment of the plaintiff by the defendant and a Summons bearing the endorsement "ACTION FOR A DIVORCE" and a statement of any ancillary relief demanded having been duly served upon the defendant personally within the state and the defendant having appeared Pro Se and plaintiff having served a Verified Complaint upon the defendant and the matter having been set down for a trial of the grounds for divorce on April 21, 2010 and plaintiff, RUBEN SAFIR, ROBERT A.

UGELOW, ESQ. of ROBERT A. UGELOW, P.C., attorney for plaintiff and defendant Pro Se, ELLEN SAFIR, all having appeared to decide the issues of the grounds for divorce and the parties having agreed that the plaintiff would obtain a divorce after Inquest on the grounds of constructive abandonment and the plaintiff having presented written and oral proof at an Inquest in support of the essential allegations of his claim for divorce based upon constructive abandonment after withdrawing the other grounds for divorce and such proof having been heard and considered by me, the divorce having been granted to the plaintiff but upon consent of the parties, held in abeyance until all of the other issues of case are decided and CINDY MENDELSON, ESQ. having appeared for the defendant to represent her for determination of the custody issues on September 24, 2010 and REBECCA FORT, ESQ. having been appointed as attorney for the children on January 11, 2011 and said attorney having thereafter been discharged and the parties having signed a written Stipulation of Settlement dated March 10, 2016 which is on file with the Court which resolved all of the outstanding issues of the divorce action and the plaintiff, having applied to this Court on due notice to defendant to appear before the Court for allocation upon the Stipulation of Settlement and plaintiff, RUBEN SAFIR, ROBERT A. UGELOW, ESQ. of ROBERT A. UGELOW, P.C., attorney for plaintiff, defendant Pro Se, ELLEN SAFIR and CINDY MENDELSON, ESQ., having appeared before the Court on April 12, 2016 and the

parties having been allocuted about the terms and execution of the Stipulation of Settlement, I decide and find in the separate FINDINGS OF FACT AND CONCLUSIONS OF LAW of even date herewith,

NOW, on motion of ROBERT A. UGELOW, P.C., attorney for the plaintiff, it is

ORDERED, ADJUDGED AND DECREED that pursuant to Stipulation, RUBIN SAFIR, plaintiff, shall be granted a divorce as against ELLEN SAFIR, defendant, by reason of the constructive abandonment of the plaintiff by the defendant pursuant to D.R.L. Section 170(2); and it is further

ORDERED AND ADJUDGED, that pursuant to Stipulation, since all of the children are emancipated neither parent shall be obligated to pay support or maintain medical insurance for the benefit of the children or be entitled to an award of custody or access time to be spent with the children; and it is further

ORDERED AND ADJUDGED pursuant to Stipulation, that both parties waive maintenance and neither party shall be obligated to pay maintenance to the other party; and it is further

ORDERED AND ADJUDGED, that pursuant to Stipulation, Domestic Relations Law, Section 255 statement: After the divorce agreement is entered, each party acknowledges that if they are covered under their respective spouses' health insurance plan then they may no longer be covered under their respective spouses' health insurance plan. The non-covered party

may be entitled to purchase health insurance on their own through a COBRA option; and it is further

ORDERED AND ADJUDGED Pursuant to Stipulation, each party shall pay their own counsel fees; and it is further

ORDERED AND ADJUDGED, that pursuant to Stipulation, neither party is required to maintain life insurance for the children; and it is further

ORDERED AND ADJUDGED, pursuant to Stipulation, that each party shall maintain their own health insurance and each party shall pay their own un-reimbursed medical expenses; and it is further

ORDERED AND ADJUDGED, pursuant to Stipulation,

1. The parties acknowledge that the Wife has a claim for temporary child support arrears and for reimbursement of other expenses arising in the past from temporary ORDERS issued in this divorce action and they have agreed to settle those claims as well as any other obligations arising from those ORDERS by the payment by the husband to the wife of \$ 20,000.00 as a lump sum settlement which shall occur within thirty (30) days from the signing of the settlement agreement.

2. Said payment shall satisfy all past, present and future obligations relating to financial payments due to the wife from temporary Orders issued in this divorce case and upon the payment of the settlement monies after this agreement is signed,

the requirements to pay child support and other expenses past, present and future, pursuant to the temporary Orders shall end.

3. The parties also acknowledge that the only marital assets that were in dispute for equitable distribution purposes in this divorce action were the division of pension/retirement benefits which were maintained by each party during the marriage.

4. Each party agrees as part of this settlement that they each waive any claims that they may have as against the other party's pensions and/or retirement benefits and the husband specifically waives any interest or claim that he may have in the retirement/pension benefits which the Wife may have as a result of her employment during the marriage at the SLOAN KETTERING INSTITUTE.

5. The parties further acknowledge that their other property real and personal, which has been determined to be marital property by agreement of the parties, has be disposed of equitably pursuant to D.R.L. Section 236B(5) as set forth by the terms of the parties' Stipulation of Settlement dated March 10, 2016.

6. The parties further acknowledge that, except as is set forth by the terms of there Stipulation, they have divided all of their separate and marital property between them and they each waive any and all other claims and rights that she or he

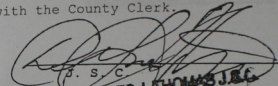
may now or hereafter have, against the other for equitable distribution; and it is further

ORDERED AND ADJUDGED, that the provisions of the ORAL STIPULATION placed upon the record on April 21, 2010 and the written STIPULATION OF SETTLEMENT signed by the parties on March 10, 2016, which is also on file with the Court, are incorporated by reference in this JUDGMENT, but that the terms of the STIPULATIONS shall survive and shall not be merged in this JUDGMENT, and the parties are hereby directed to comply with every legally enforceable term and provisions of that AGREEMENT, and this court retains jurisdiction of this matter concurrently with the Family Court, for the purpose of specifically enforcing such of the provisions of the AGREEMENT which are capable of specific enforcement to the extent permitted by law, and of making such further JUDGMENTS or ORDERS with respect to support and equitable distribution as it finds appropriate under the circumstances existing at the time that application for that purpose is made to it, or both; and it is further

ORDERED AND ADJUDGED, that plaintiff is authorized to resume the use of her maiden name or other former surname, to wit: "ELLEN BOEHLKE"; and it is further

ORDERED AND ADJUDGED, that the plaintiff is directed to serve a copy of this JUDGMENT with Notice of Entry upon the defendant (or attorney) within twenty (20) days hereof, and file an affidavit of said service with the County Clerk.

MAY 27 2018


J. S. C.
HON. DELORES J. THOMAS J.C.

Nancy T. Sunshine

NANCY T. SUNSHINE
Clerk

KINGS COUNTY CLERK
FILED
2018 JUN -9 PM 12:32

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

RUBEN SAFIR,

Plaintiff,

-against-

ELLEN SAFIR,

Defendant.

STATE OF NEW YORK)
COUNTY OF KINGS)

ss.:

ROBERT A. UGELOW, ESQ. affirms as follows under the penalties
of perjury:

I am not a party of the action, I am over 18 years of age, I am
an attorney licensed to practice law in the State of New York and
have offices in Brooklyn, New York.

On May 16, 2016, I served the within JUDGMENT OF DIVORCE WITH
NOTICE OF SETTLEMENT, by first class mail by depositing a true copy
thereof, in a postage paid envelope deposited with the U.S. Postal
Service mailed to:

ELLEN SAFIR
4591 State Route 224
Montour Falls, New York 14865-9791

On the May 16, 2016, a copy of the JUDGMENT OF DIVORCE WITH
NOTICE OF SETTLEMENT was also hand delivered to the law office of:

CINDY MENDELSON, ESQ.
26 Court Street, Suite 1905
Brooklyn, New York 11242

Affirmed on: May 16, 2016

Index No.: 52896/09

AFFIRMATION OF SERVICE

Robert A. Ugelow
ROBERT A. UGELOW

RUBEN I. SAFIR,

Plaintiff,

-against-

ELLEN A. SAFIR,

Defendant.

JUDGMENT OF DIVORCE

ROBERT A. UGELOW, P.C.

Attorney(s) for plaintiff

Office and Post Office Address, Telephone

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BROOKLYN, N.Y. 11242
(718) 852-8641

FILED
KINGS COUNTY CLERK
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To

Signature (Rule 130-1.1-a)

Print name beneath

ROBERT A. UGELOW

Service of a copy of the within is hereby admitted.

Attorney(s) for

Dated:

PLEASE TAKE NOTICE:

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

☒ NOTICE OF SETTLEMENT

that a Judgment of Divorce of which the within is a true copy
will be presented for settlement to the HON. DELORES J. THOMAS one of the judges of the
within named Court, at 360 Adams Street, Brooklyn, New York
on May 27, 2016 at 9:30 A.M.
Dated, May 6, 2016

Yours, etc.

ROBERT A. UGELOW, P.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

RUBEN SAFIR,

Index No.: 52896/09

Plaintiff,

AFFIRMATION OF SERVICE

-against-

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STATE OF NEW YORK)

ss.:

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Affirmed on: June 27, 2016

Robert A. Ugelow
ROBERT A. UGELOW

