

**PRESENT: HON. J. TIMOTHY BREEN, Acting Supreme Court Justice**

STATE OF NEW YORK  
SUPREME COURT                      COUNTY OF WARREN

---

VIJAYASREE VOORA, a/k/a  
ARTHA VIJAYASREE CHANDRAN,

Plaintiff,

-against-

**ORDER**  
Index No. 44511

V. RAVI CHANDRAN,

Defendant.

**NOTICE: YOUR WILLFUL FAILURE TO OBEY THIS ORDER MAY RESULT IN INCARCERATION FOR CRIMINAL NON-SUPPORT OR CONTEMPT.YOUR FAILURE TO OBEY THIS ORDER MAY RESULT IN SUSPENSION OF YOUR DRIVER'S LICENSE, STATE-ISSUED PROFESSIONAL, TRADE, BUSINESS AND OCCUPATIONAL LICENSES AND RECREATIONAL AND SPORTING LICENSES AND PERMITS; AND IMPOSITION OF REAL OR PERSONAL PROPERTY LIENS.**

The above matrimonial matter having come on before me for trial on March 2, 2005 on the issues of grounds for divorce and custody, and the Plaintiff having appeared in person and by and through her attorneys, Gordon, Tepper & DeCoursey, LLP, Lawrence M. Gordon, Esq. and Jennifer Powers Rutkey, Esq., of counsel, and the Defendant having appeared in person, and by and through his attorneys, Bartlett, Pontiff, Stewart & Rhodes, P.C., Mark E. Cerasano, Esq., of counsel, and Mark A. Kassner, Esq. having appeared as the Law Guardian, and parties having reached a Stipulation concerning the issues of the grounds for the divorce and custody, and the law guardian having approved the custody provisions, and the Court having accepted the terms thereof.

**NOW**, on motion of Gordon, Tepper & DeCoursey, LLP, it is hereby

**ORDERED**, that the Plaintiff shall file a Second Amended Complaint on the grounds of the constructive abandonment of the Plaintiff by the Defendant and the Defendant will not

answer the Complaint and permit the Plaintiff to proceed with a divorce on the grounds of constructive abandonment on an uncontested basis, which divorce will incorporate the terms of the Stipulation concerning custody, a copy of which is attached hereto; and it is further

**ORDERED**, that the Plaintiff and Defendant shall have joint legal custody of their son, Aditya, born July 1, 2002, and the Plaintiff shall have primary physical custody of the child; and it is further

**ORDERED**, that the Defendant shall have parenting time with the child on alternate weeks from Thursday at 5:00 p.m. until Monday at 5:00 p.m.; and it is further

**ORDERED**, that the parties will go to a mutually agreeable clinic or hospital with the child as soon as can be arranged between the parties to obtain a report regarding the medical condition of the child; and it is further

**ORDERED**, that the parties shall provide a copy of the medical report to the Law Guardian and to the child's pediatrician. Both parties shall follow the reasonable medical recommendations of the report and the child's pediatrician; and it is further

**ORDERED**, that the Defendant shall pay for the cost, including transportation, of the medical evaluation, and that transportation cost shall include the child and the Plaintiff; and it is further

**ORDERED**, that in the event the parties are unable to mutually agree upon a clinic to take the child to, that they will ask the Court to select the clinic and they will provide to the Court a list of their recommendations with the reasons why they believe their selection is appropriate; and it is further

**ORDERED**, that on July 1, 2005, the alternate week parenting time for the Defendant shall change so that the Defendant has parenting time during the first alternate week from

- k) The Defendant shall have Labor Day each and every year;
- l) The Plaintiff shall have Halloween each and every year;
- m) The Defendant shall have Veteran's Day each and every year;
- n) The Plaintiff shall have the following Hindu holidays each and every year:

Telugu New Year's, Deepavali, Ganesh Chaturti, and Pongal; and it is further

**ORDERED**, that with regard to all holiday periods of visitation, except for Thanksgiving and Christmas, the time shall be from 8:00 a.m. until 6:00 p.m; and it is further

**ORDERED**, that the each of the parties shall have three weeks vacation time with the child each year, which may be taken either consecutively or nonconsecutively, and each party shall provide the other with thirty (30) days either written or e-mail notice of their proposed vacation periods; and it is further

**ORDERED**, that in the event of a conflict in which each parent selects the same vacation period, in odd years the Plaintiff's selection shall prevail, and in even years the Defendant's selection shall prevail; and it is further

**ORDERED**, that the Plaintiff shall take part or all of her three weeks of vacation in the month of April 2005 and she will be traveling with the child to India. The Plaintiff shall provide the Defendant with the specifics of her vacation; and it is further

**ORDERED**, that the Plaintiff shall take all or part of her three week vacation with the child during the Pongal holiday; and it is further

**ORDERED**, that starting in 2006, the parties will alternate the spring and winter breaks which shall be defined as the Friday of the commencement of the break through the second Sunday ending the break; and it is further

**ORDERED**, that the winter and spring breaks shall take precedence over the holiday schedule that is previously set forth; and it is further

**ORDERED**, that the parties shall attempt to share the day of the child's birthday so that each party has parenting time with the child on his birthday; and it is further

**ORDERED**, that the Plaintiff shall be entitled to have parenting time with the child on her birthday and the Defendant shall be entitled to have parenting time with the child on his birthday; and it is further

**ORDERED**, that the previous restrictions in the temporary Order regarding removing the child from New York State are hereby rescinded and either party may take the child out of New York State during his or her custodial period upon e-mail or written notice to the other, and that parent shall provide the other with a phone number and address where the child is so as to facilitate communication between the child and the other parent; and it is further

**ORDERED**, that each party shall sign and deliver to the other whatever written authorization may be necessary for travel with the child within the Continental United States or abroad; and it is further

**ORDERED**, that either parent may take the child to India as part of his or her vacation time with the child; and it is further

**ORDERED**, that the parties agree that the Defendant shall have such other and further parenting time with the child as the parties can agree in writing or e-mail; and it is further

**ORDERED**, that the when the child is sick, each party shall promptly notify the other party and seek appropriate medical attention for the child and obtain and administer any appropriate medications as recommended by the child's health care provider; and it is further

**ORDERED**, that each party shall also provide the other with any necessary medications for the child for his or her custodial period; and it is further

**ORDERED**, that each party shall keep the other reasonably and timely informed of the whereabouts of their son and agree that if either of them has any knowledge of any illness or accident or other circumstances affecting the child's health or general welfare, prompt notice thereof will be given to the other of such circumstances; and it is further

**ORDERED**, that both parties shall be entitled to complete detailed information from any school and other educational institution both secular and religious, any pediatrician, general physician, dentist, psychologist, consultant, specialist, health care professional or health insurance company attending their son, and at their own cost, to be furnished with copies of any reports, records and other documentation in connection therewith; and it is further

**ORDERED**, that both parties agree to execute and timely deliver any authorization required for release of such records and information; and it is further

**ORDERED**, that the parties shall be entitled to advanced notice of any and all school events both secular and religious, parent/teacher conferences, and extracurricular activities in which the child may participate, and each party shall be entitled to attend such school events, conferences and extracurricular activities; and it is further

**ORDERED**, that each party shall have reasonable telephone and e-mail access to the child and the child to the parties at all reasonable times, which access shall not be hampered by either party, by third parties or by answering machines and similar devices designed or intended to restrict, limit or impair telephone or e-mail access; and it is further

**ORDERED**, that the parties agree that except for day care while each party is working, prior to either party arranging for any other caregiver for the child for a period of six hours or

more, each party shall first afford the other party with the opportunity to have the child during such period, giving the other party as much advance notice as is possible under the circumstances; and it is further

**ORDERED**, that each party shall exert their best efforts to maintain free access and unhampered contact between their son and the other party and to foster a feeling of affection between their son and the other party; and it is further

**ORDERED**, that neither party shall say or do anything which may estrange their son from the other party or injure his opinion as to the other party or which may hamper the free and natural development of their son's love and respect for the other party; and it is further

**ORDERED**, that the parties unequivocally agree to consult and use their best efforts to agree with each other with respect to their child's education, selection of physician, dentist and other professional, illnesses and operations, health, welfare, morals and other matters of similar importance affecting the child whose well-being at all times shall be the paramount consideration of the parties; and it is further

**ORDERED**, that each parent shall have the ability to make the day-to-day decisions regarding the care and control of their child during the time that they are caring for the child. This shall include any emergency decisions affecting the health or safety of the child, and this shall be subject to the previous provisions of notification and regarding medical attention for the child; and it is further

**ORDERED**, that the neither parent shall relocate outside his or her immediate vicinity without the prior written permission of the parent or an order of the Court; and it is further

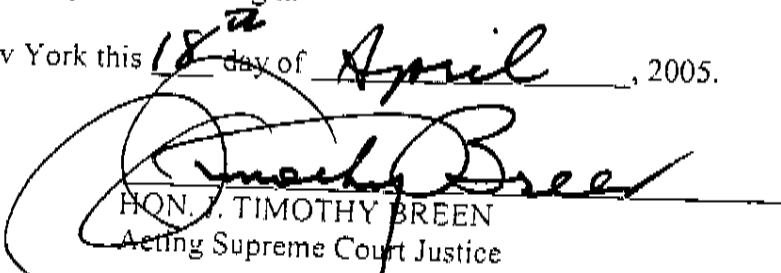
**ORDERED**, that the parties agree that they shall share in the transportation for exchanging the child during all parenting periods, and they shall comply with the "fetch order" set forth in the Court's previous temporary Order; and it is further

**ORDERED**, that should the Defendant elect to exercise his visitation outside of New York State, the Plaintiff's obligation to share in the transportation shall extend to transferring the child at his current residence in Bolton Landing, New York or at such location closer to the Plaintiff's residence; and it is further

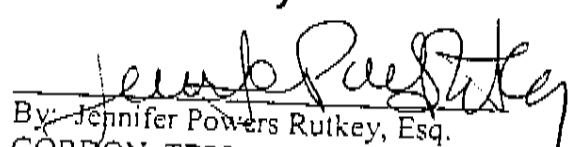
**ORDERED**, that the parties acknowledge that the child either has been or will be evaluated by Early Intervention, and the parties agree that each of them shall have the opportunity to participate in that evaluation and to be given copies of any reports generated by the evaluation of the child, and that the parties shall follow any reasonable medical recommendation from the early intervention evaluation regarding the child; and it is further

**ORDERED**, that the entire written transcript from the Court proceeding on March 8, 2005, a copy of which is attached hereto, is hereby incorporated by reference as though each and every paragraph was set forth specifically herein at length.

Signed at Lake George, New York this 18<sup>th</sup> day of April, 2005.

  
HON. J. TIMOTHY BREEN  
Acting Supreme Court Justice

ENTER:

  
By: Jennifer Powers Rutkey, Esq.  
GORDON, TEPPER & DeCOURSEY, LLP  
Attorneys for Plaintiff  
Socha Plaza South  
113 Saratoga Road  
Glenville, New York 12302  
(518) 399-5400

Thursday at 5:00 p.m. until Monday at 5:00 p.m., and during the next alternate week from Wednesday at 5:00 p.m. until Monday at 5:00 p.m.; and it is further

**ORDERED**, that in the event the Plaintiff presents competent medical proof relating to the child that establishes that the child's medical condition has worsened as a direct and proximate result of the Defendant's care, the Plaintiff may petition the court for modification of the then current parenting schedule; and it is further

**ORDERED**, that superseding the foregoing and in addition thereto, the Plaintiff shall retain physical custody and the parties shall have parenting time with the child as follows:

- a) The Plaintiff shall have parenting time with the child each and every year on Mother's Day;
- b) The Defendant shall have parenting time with the child each and every year on Father's Day;
- c) The parties shall alternate the Thanksgiving holiday annually, which shall be defined as Thanksgiving Day and the Friday thereafter;
- d) The Defendant shall have the child each and every year on Christmas Eve through Christmas Day;
- e) The parties shall alternate New Year's Eve on an annual basis;
- f) The Plaintiff shall have New Year's Day each and every year;
- g) The Defendant shall have Martin Luther King Jr. day and President's Day each and every year;
- h) The Plaintiff shall have Easter day each and every year;
- i) The Defendant shall have Memorial Day each and every year;
- j) The Plaintiff shall have the 4<sup>th</sup> of July each and every year;