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June 1, 2011

**VIA HAND DELIVERY**

Family Division Clerk

Mercer County Courthouse

175 South Broad Street

P.O. Box 8068

Trenton, NJ 08650-0068

**Re: Margaret Wallace v. Derek Syphrett**  
**Docket No. FM-11-97-11K**

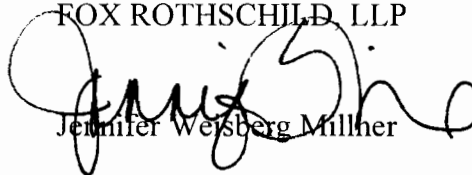
Dear Clerk:

This firm represents the Plaintiff, Margaret Wallace, in the above-referenced matter. Enclosed please find the following:

1. **Reply Certification of Jennifer Weisberg Millner, Esq., in Opposition to Defendant's Application for Order to Show Cause; and**
2. **Certification of Service.**

Please charge our firm's account, No. 31965, for the required filing fees. Kindly file the original and return a "filed" copy in the enclosed self addressed, stamped envelope.

Very truly yours,  
FOX ROTHSCHILD LLP



Jennifer Weisberg Millner

JWM/jmv  
Enclosures

cc: Honorable Catherine Fitzpatrick, P.J.F.P. (w/encl.) – *Via Hand Delivery*  
Derek Syphrett, Pro Se (w/encl.) – *Via Email & Regular Mail*  
Margaret Wallace (w/encl.) – *Via Email & Regular Mail*

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**FOX ROTHSCHILD LLP**  
Jennifer Weisberg Millner, Esquire  
*Attorneys for Plaintiff*  
997 Lenox Drive, Bldng. 3  
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609-895-6712

**MARGARET WALLACE,**

Plaintiff

vs.

**DEREK SYPHRETT,**

Defendant.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION: FAMILY PART  
MERCER COUNTY

*Docket No.*  
FM-11-97-11k

*Civil Action*

**CERTIFICATION OF JENNIFER WEISBERG  
MILLNER**

JENNIFER WEISBERG MILLNER, Esquire, hereby certifies as follows:

1. I am an attorney-at-law in the State of New Jersey and am a partner of the law firm of Fox Rothschild LLP, Attorneys for Defendant and have personal knowledge of the facts contained in this Certification. I make this certification in opposition to defendant's application for an Order to Show Cause.

2. Defendant's request is a prayer for monetary relief. Thus, as the gravamen of Defendant's application is monetary, any harm to him – which is entirely absent - cannot be considered emergent. Crowe v. DeGioia, 90 N.J. 126 (1982), Moreover, Defendant has failed to demonstrate the requisite elements for the issuance of temporary restraints, having failed to file a brief setting forth the basis under which this "extraordinary equitable remedy" should be granted. Zon. Bs. Od Adj. v. Service Elec. Cable T.V., 198 N.J.Super. 370 (App. Div. 1997). As such, Defendant has grossly failed

to comply with R. 4:52-1, governing the filing of Orders to Show Cause. His request should therefore be denied.

3. The above notwithstanding, defendant has suggested that I have refused to provide him an accounting of funds which were disbursed from my firm's trust account. This is incorrect. In fact, the Plaintiff's certification dated April 27, 2011, specifically paragraph 16 contained a precise accounting of the disbursements (**EXHIBIT A**). Furthermore, at oral argument on May 13, 2011, I called the defendant and the court's attention to the certification and stated that the certification had been prepared by me and that it was accurate.

4. That having been said, I provide for the court's review a more updated accounting:

**Original Amount: \$34,417.22 paid into the Trust Account of Jef Henniger, Esq.**

Payment Amount	Payment date	To Whom	Source	Balance
\$6,768.00		Aditya Pabuwal of Magic Lamp	11/17/10 Order	\$27,649.22
\$600		Derek Syphrett	11/17/10 Order	\$27,049.22
\$5,000		Fox Rothschild	11/17/10 Order	\$22,049.22
\$5,000		Jef Henniger	11/17/10 Order	\$17,049.22
<u>Balance of \$17,049.22 Transferred to Fox Rothschild Trust Account when Jef Henniger, Esq. ceased representation of defendant</u>				
\$569.47	2/8/11	Meg Wallace	1/20/11 Order	\$16,479.75
\$12,600 (Child support -	4/6/11	Meg Wallace	3/14/11 Order	\$3,879.75

6/25/10-4/1/11)				
\$1260	5/17/11	Margaret Wallace	3/14/11 Order	\$2619.75
\$1,200	5/18/11	Dr. Cooper	5/16/11 Order	\$1419.75
+ \$1260		5/17/11 check to Margaret Wallace not cashed and returned to Fox Rothschild, LLP		\$2679.75

I have attached a Client Trust Detail sheet for the Court's review as **EXHIBIT B**.

5. The Court's Order of November 19, 2010 (**EXHIBIT C**) provided for support payments to the plaintiff in the amount of \$1,260 per month effective September, 2011. The Court's order of March 9, 2011 (**EXHIBIT D**) provided that arrears could be paid from the trust account (§ 6) and that further prospective payments could be made on a monthly basis. (§ 7)

5. On or about May 18, 2011, I realized that I had made an error in the calculations when I made payment to the plaintiff. Specifically, I had issued a payment for an arrears of ten(10) months when it should have been eight(8). I immediately advised defendant and the Court by letter dated May 19, 2011 (**EXHIBIT E**).

6. As set forth in the letter, as of May, 2011, I overpaid the plaintiff from the trust account in an amount equal to 2 months. As it is now June, we did not pay the plaintiff from the trust account, and thus the overpayment is \$1260, or an amount equal to one month. I suggest that it is equitable to withhold payment again for the month of July. Alternatively, if the Court wishes, plaintiff has informed me that she will cause a check to be sent to my office in the amount of \$1260.

7. I suggest that it is the defendant's actions that are belligerent and distressing. As the court is aware, the defendant has on many, many occasions characterized decisions of the court as well as behavior of the plaintiff as well as myself as illegal and has seemingly threatened lawsuits against all who have come in contact with this matter including his former counsel, Dr. Rosenbaum who was previously appointed to conduct the risk assessment, the court, several attorneys at Fox Rothschild and certain of his neighbors. I would note that despite receiving my correspondence which specifically noted the error in child support payments, the defendant, on Friday, May 29, 2011 attempted to file criminal charges against me for theft. It is my further understanding that when defendant was told that there did not be any intent to commit a crime, he insisted on filing a citizen's complaint. It is obvious that the defendant's motivation is nothing more than to paralyze my client financially and to attempt to place her in a position that her attorneys will ask to be relieved from representation.

8. As to the issue of the car, the defendant mischaracterizes my statements to him. The Court entered an order for the surrender of the vehicle in its Order of May 19, 2011 (**EXHIBIT F**). This was based in part on the statements of the defendant that he wished to surrender the vehicle due to the condition and necessity for repairs. In fact, he called me as he stated. However, to the best of my recollection, when he called, I told him that my client's position had previously been set forth in her certifications in connection with the vehicle. This included the statements in paragraphs 32 and 33 her certification dated April 27, 2011. (**EXHIBIT A**) However, I informed him that I had to contact my client to determine whether she was willing to allow him to retain the vehicle in light of the Court's order. In fact, I did contact Plaintiff and she advised that she

wished the order to be complied with. I then contacted defendant and informed him of this.

9. Defendant's statements as to the motivation behind any of the aforementioned actions are incorrect. Rather, Defendant's *emergent* application seeking relief with regard to the Nissan Maxima and trust account is improper, at best, for several reasons. First, upon review of Defendant's request for an Order to Show cause, it cannot be more clear that Defendant is using this application as a means to request reconsideration of the Court's May 19, 2011 Order. This change of heart is particularly troubling in that that Defendant has expressed his clear intent to transport the parties' children in a vehicle which was deemed not to be road safe. Additionally, defendant has yet to complete his risk assessment with Dr. Cooper, and has in fact, admitted to the fact that he has canceled his second appointment in order to draft the within application.

10. Defendant will receive \$1,127.16 if the car is turned over, paid directly to him. This amount should be more than sufficient for the Defendant to purchase a alternate mode of transportation in his own name and to secure his own insurance. He has now had twelve (12) days since the entry of the Court's order to secure same, but seemingly has not done so. At the same time, plaintiff has had to be responsible for the insurance on the vehicle and continues to be concerned with the defendant's use of a vehicle that is registered in her name. I would note that the statements of the defendant that he would take responsibility of payments past May 27 are suspicious given his history of not paying any of his obligations in this matter and given the fact that he appears to have no source of funds.

11. It is respectfully submitted that his application is nothing more than the latest in the defendant's long line of efforts to delay this matter and cause plaintiff to incur expenses and counsel fees. In light of the Appellate Division's recent decision in the case of *Miller v. Tafaro*, (EXHIBIT G) I suggest that Mr. Syphrett should not be permitted to litigate this issue any further.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



JENNIFER WEISBERG MILLNER

Dated: June 1, 2011

# **EXHIBIT “A”**



**FOX ROTHSCHILD LLP**  
Jennifer Weisberg Millner, Esquire  
*Attorneys for Plaintiff*  
997 Lenox Drive, Bldng. 3  
Lawrenceville, New Jersey 08648  
609-895-6712

**MARGARET WALLACE,**  
  
Plaintiff  
  
vs.  
  
**DEREK SYPHRETT,**  
  
Defendant.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION: FAMILY PART  
MERCER COUNTY

*Docket No.*  
FM-11-97-11k

*Civil Action*

**REPLY CERTIFICATION IN OPPOSITION TO  
DEFENDANT'S NOTICE OF MOTION AND IN  
SUPPORT OF CROSS-MOTION**

I, MARGARET WALLACE, being of full age, certifies as follows:

1. I am the Plaintiff in the within action and have personal knowledge of the facts contained in this Certification which is submitted in opposition to Defendant's Notice of Motion and in support of my Cross-Motion for multiple relief.

2. Defendant's Certification is replete with a vast array of factual inaccuracies, misrepresentations, misstatements, half-truths and untruths. To the extent that I do not respond to each and every allegation in Defendant's Certification does not constitute an admission on my part, but rather an attempt to stick to the relevant issues and page limitations.

3. Most noteworthy in Defendant's Notice of Motion, and specifically in reply to Paragraph 2, is that he has seemingly not requested anything that has not already been adjudicated by this Court nor has he advanced any new information so as to justify

reconsideration of any of the Court's prior rulings. Quite frankly, I can only assume that this latest application filed by the Defendant is yet another act on his part specifically calculated to further cause me anguish and to rack up my attorney's fees. Thus, while the Defendant seems intent on "documenting his effort to regain his parental rights" his statements reflect his continued misconception that words speak louder than actions.

4. This is especially distressing in light of the fact that the Defendant has used each Court event, including our multiple municipal court appearances, as a forum to stand on a soapbox and play the innocent bystander, all the while failing to take any steps to rectify his situation – namely, he has failed to make any direct payments towards child support; he has not set forth any basis to have this court believe that he has made any real efforts to seek and secure employment; until just recently he had failed to visit the children for over two (2) months; he has not taken any steps towards disposing of the former marital residence; he has not repaired his vehicle; and he has not abided by the Court's scheduling order, thereby stymieing the resolution of this case which he purports to want. More importantly, he has failed to move forward in a cooperative and productive fashion with regard to the parenting of the children in shirking his obligation to undergo a risk assessment, despite having been the recipient of unemployment income for the past several months. He has also continued to conduct his phone calls to the children in a harassing and unpredictable fashion. I have been left alone to raise two (2) children, work, and clean up Defendant's myriad of financial disasters with regard to the Nissan Maxima and the marital home. This has included almost daily phone calls to the mortgage company and USAA Insurance to ascertain our rights and to prevent me from complete financial ruin – which I would note, is becoming more imminent with each passing day that there is no Court Order in place directing the Defendant to cooperate in this regard. Therefore, as set forth further below, I request that the Court deny the Defendant's Motion and grant my Cross-Motion in its entirety.

5. In reply to Paragraph 3 and 4 (generally), notwithstanding Defendant's "disappointment", the fact cannot be overlooked that each one of the Court's decisions were crafted to address the Defendant's own actions. While he now laments the fact that those actions have occasioned consequences, he fails to recognize that same does not render the Court's rulings unjust, nor does it establish a basis for relief to the Defendant. Similarly, Defendant has engaged in some very serious and concerning behaviors, all directed towards me, my family, my attorneys, Dr. Rosenbaum, the Court and others that he perceives to be against him – all in an effort to right some unascertainable wrong that has been done to him. Defendant fails to recognize however, that there has only been one common thread here – and that is *him*.

#### PARKING VIOLATIONS

6. In response to Paragraph 6, as the Court may recall, during the time the Defendant was spending in excess of \$4,000 in Manhattan bars and strip clubs, he received numerous parking violations (\$674.00 comprising \$622 to the City of New York and \$52 to Hamilton Township) which had gone unpaid by the Defendant, who claimed that he simply did not have the money to pay his fines *he* incurred. I therefore was forced to advance the money to pay on my credit cards after I received multiple notices that my license would be suspended and a judgment would be entered against me in the event the tickets went unpaid as the vehicle is registered in my name. On March 14, 2011, the Court entered an Order entering a judgment for the amount of the parking tickets incurred against the Defendant, \$674.00. **Exhibit A.** While at oral argument the Court implied that the parking tickets would be paid from the trust account established by the Court on November 17, 2010, this was not reflected in the March 14<sup>th</sup> Order, and therefore, no funds were disbursed for that purpose. Nor have I received the reimbursements of which Defendant speaks. While the Defendant now inexplicably requests that amounts be reimbursed to him on the basis of an email from the New York Parking Authority, quite frankly, I am unsure what standing the Defendant has to receive reimbursements when he has not

satisfied that payment to me to begin with. I therefore ask the Court to deny this request in its entirety.

7. I additionally ask that to the extent the Court's March 14, 2011 Order did not direct Defendant's fines that I paid on my credit cards to be satisfied from the trust account, when same was clearly the intent at Oral Argument on February 18, 2011, the Court direct that \$674 be disbursed from the account within ten (10) days of any order. In the event I receive any reimbursements of which Defendant speaks, I will certainly repay those amounts to the trust account, rather than to the Defendant who has failed to satisfy those amounts to date.

### CUSTODY

8. In reply to Paragraph 7 and its subparts, while I do not wish to lend credence to any of Defendant's false accusations, I note that the history of events are clear from the Department of Families and Children ("DCF") reports and the Connecticut application for a restraining order. Parenthetically, but not inconsequentially, I would note that per DCF's letter to the Defendant attached to his Certification as Exhibit F, Defendant's DCF claims went unsubstantiated and therefore the records were not to be disclosed without my written consent. I never offered any written consent to Defendant releasing these records. Despite that fact, Defendant proffered them as a part of a public record. I would also note that Defendant has cherry-picked only certain pages of the DCF report to include, thereby making the document unreliable, as the Court will be unable to review it as a whole. I therefore request that the Court remove Defendant's Exhibit F from his Certification and consideration of this Court, or in the alternative, seal that record from public view.

9. In the event the Court does consider the records, however, a review of same reveals in no uncertain terms that Defendant had called on earlier occasions only generally stating that he wanted to see the children. Never did he provide me with any specific time and date that he wished to appear, nor did we have any agreement to that effect. Thus, my statements

that he appeared unannounced on August 17, 2010 were true when I spoke them and remain true to this day despite Defendant's present attempts to twist them. I would also point out, that despite the fact that the Defendant arrived without warning, the records are similarly clear that I allowed Benjamin and Vanessa to see the Defendant and even invited him into the house to visit with the children. Only did my mother and I interfere when Defendant attempted to force Benjamin into the taxicab.

10. More concerning, however, is the fact that throughout the papers, which I had not seen until they were improperly attached to Defendant's Certification, is the fact that Defendant freely admits that he had in fact "decided to take Benjamin back to NJ since he learned that mother wasn't planning to return them..." As the Court can imagine, this is certainly concerning especially considering the Defendant presently is allotted five-hours of unsupervised parenting time with the children each Saturday wherein he is permitted to drive the children in his vehicle, unsupervised. As his behavior has been so erratic and troubling to date, I obviously fear that he will justify in his mind the need to take the children back to New Jersey yet again. Moreover, he has yet to undergo the risk assessment, and I sincerely believe that he is a threat to the children's safety and well-being. I therefore renew my request that his visitation be suspended until such time the risk assessment is completed. While I understand that relief of this nature is only granted in the most extreme circumstances, I believe these new facts— that Defendant *admitted* that he intentionally and deliberately attempted to abscond with Benjamin to New Jersey – coupled with the multitude of Defendant's other concerning behaviors clearly justify the imposition of such relief.

11. As to Defendant's alleged physical injuries, I disagree that the photo submitted by the Defendant evidences a "disfigured" ear or any other serious injury, as the Defendant would have this Court believe. That having been said, as the Court can see from my mother's description of events in the DCF report, the situation Defendant created in his attempts

to abscond with Benjamin was certainly panicked and harried. It involved a distraught grandmother observing her grandson being vaulted into a taxicab, causing her to thrust herself into the taxi after him and engage in herculean efforts to remove Benjamin to safety. Indeed, the letter from the State Police Department states “...you sustained a very minor scratch to your ear from a seventy year old female who was attempting to protect her grandchild as she was not sure of your intentions.” **Exhibit B.** Thus, Defendant’s melodramatic statements that he had “endured a brutal attack” are not only false, but also miss the obvious point that my parents have been nothing more than doting grandparents to my children, having taken all of us into their home with open arms when Defendant began his downward spiral toward complete mental instability. They have provided a roof over our children’s heads, and provided financial support to the children when the Defendant would not. I submit that the Defendant has not set forth any basis to modify the current custody arrangement to provide him with more time, and in fact his statements evidence a worsening mental state such that a curtailing of his existing parenting time is certainly in order.

### **RISK ASSESSMENT**

12. Quite frankly, I am unsure what to respond to Defendant’s statements in Paragraph 8 that there are two (2) orders for risk assessments currently in place. Clearly this is not the case as Dr. Rosenbaum requested that he be relieved of his duty to conduct a risk assessment in this case. The Court granted Dr. Rosenbaum’s request on February 4, 2011, thereby effectively vacating the Order appointing Dr. Rosenbaum to do the risk assessment. **Exhibit C.** Defendant spins issues out of thin air, when in fact none exist – for no other reason than to be contrary. As Defendant’s statements defy logic, I can only assume he has advanced this argument in an effort to absolve himself of responsibility for his failure to pay the retainer of Dr. Cooper and to set up an appointment.

13. As to the substance of Defendant's claims, that the Court was remiss in ordering that Dr. Rosenbaum be relieved of his duties, same are irrelevant in light of the fact that the order was entered on February 4, 2011, and Defendant never requested reconsideration of same within twenty (20) days thereafter. I therefore will not respond to same..

14. In response to Paragraph 9, the Defendant need look no father than his own actions in order to ascertain the reason that the Court ordered a risk assessment done. These behaviors have included, but were by no means limited to threats against Dr. Rosenbaum, disrespectful actions towards the bench through letters and Court appearances, conflicting statements within the same Certifications, paranoid allegations and statements, as well as countless complaints to the Hamilton Police Department, Princeton Police Department, Ledyard, Connecticut Police Department, and the Department of Children and Families in Connecticut. In addition, Defendant has seemingly developed a penchant for filing criminal complaints against all those with whom I have contact. It should be noted that these behaviors are in addition to the daily struggles I face including numerous emails, telephone calls, erratic behaviors, continuous bad faith with regard to our finances, complete inaction with respect to the marital home and the car, among many, many other things. While Defendant claims that no local authorities have determined that he poses a threat, it goes without saying that these people are not trained professionals specifically retained to safeguard the best interests of the children. His claims should be disregarded in their entirety as a result.

15. Defendant's behaviors are especially ironic in light of the fact that he has claimed that the children are of utmost importance to him. If Defendant's proclamations were true, however, one would have thought that he would have set aside the funds necessary from his unemployment income (which I understand he has been receiving for several months) for Dr. Cooper's \$1,200 retainer (not \$3,000 as Defendant claimed in prayer for relief number 2). He has not done so, however, instead opting to play the victim, lamenting the injustices to him.

Little does he think about the injustice he has created for me and the children as a result of his continuous and bad faith actions, many of which he does not even attempt to deny. To the contrary, he proudly admits, and even validates his behaviors with claims that there is some higher goal at play. As detailed throughout my previous Certifications, Defendant's mental state has seemingly deteriorated before my very eyes. He is no longer the person I married. I submit that Defendant's behaviors prior to, and since the initiation of this litigation have more than justified the Order of a risk assessment which was designed to protect the children. This fact should not be lost in the marsh of Defendant's allegations.

16. The funds remaining in my attorney's account are as follows:

**Original Amount: \$34,417.22**

Payment Amount	To Whom	Source	Balance
\$6,768.00	Aditya Pabuwal of Magic Lamp	11/17/10 Order	\$27,649.22
\$600	Derek Syphrett	11/17/10 Order	\$27,049.22
\$5,000	Fox Rothschild	11/17/10 Order	\$22,049.22
\$5,000	Jef Henninger	11/17/10 Order	\$17,049.22
<u>Transferred to Fox Rothschild Trust Account</u>			
\$569.47	Meg Wallace	1/20/11 Order	\$16,479.75
\$12,600 (Child support - 6/25/10-4/1/11)	Meg Wallace	3/14/11 Order	<u>\$3,879.75</u>

17. As the Court can see, there is currently only \$3,879.75 remaining in the trust account from which support can be taken. This constitutes only three (3) months of support for the children while this matter is pending. Notwithstanding this, my attorney has recently written to this Court with a form of order in which she advises that I consent to the \$1,200 retainer being paid to Dr. Cooper in order to move this matter.



18. Moreover, as a result of his failure to undergo a risk assessment, and as I, my attorney and this Court have told the Defendant on numerous occasions in the past, any request that he expand his parenting time (prayers for relief 14 and 15) must be denied pending the outcome of same. He has set forth no basis to rule otherwise, and in fact, has only exhibited worsening behaviors that I believe would justify the suspension of his parenting time altogether. Indeed, during the weekend of April 23, the Defendant again failed to appear for his parenting time. He asked if he could have time on Monday, April 25, 2011, which I consented to. He contacted me that he was running approximately 1-1½ hours late. We arranged for him to have the children returned at 7:00 pm. I texted him at 7:15 pm asking where he was with no response from him. At 7:30 pm, I emailed him as well. At 7:45 pm, while I was on the phone with the police, frightened, he texted me that they were at a local Applebee's, but that I should feel free to call the police. This behavior on the part of the Defendant is yet another example of his abject refusal to abide by anyone's rules but his own and his failure to cooperate in any fashion. I am unsure why I have to expend substantial fees explaining to the Defendant what has already been clearly said, in addition to defending against baseless motions and municipal charges. This should be taken into consideration as to my request for attorney's fees.

### **PROPERTY**

19. In response to Paragraph 10, I would note that the property that Defendant references in his Certification was not taken following the Court's November 21, 2010 Pendente Lite Order, but rather was removed when I made my maiden trip to Connecticut when Defendant and I first separated in or around June of 2010. No order prohibiting me from doing so was in effect at that time and I only took items which I anticipated needing while in Connecticut. I therefore ask that Defendant's request be denied in this regard.

20. Relatedly, and on the subject of personal property, I would note that Defendant has time and time again refused my good faith requests to enter the marital home and

take my own personalty. To be clear, these items I seek do not include any furniture subject to equitable distribution or the like. Rather, I simply wished to retrieve items such as jackets for myself and the children, winter gear, some of my clothing, shoes, makeup and other items that are needed by me on a day to day basis. As a result of Defendant's obstinance, however, the children and I have had to live without the comforts of our daily lives, while the Defendant lives rent-free in a fully furnished house, with all his belongings, all the while holding my personal items hostage – just because he can. I request that the Court enter an order allowing me to enter the marital home and take my items of a personal nature. I will agree to be accompanied by the Hamilton Township Police Department and not retrieve any items that may be subject to equitable distribution.

#### OTHER

21. In addition to those requests Defendant has made which are substantiated by statements in his Certification, he has also seemingly requested various items which have gone wholly unaddressed therein, claiming that he “ran out of time.” I request that the Court disregard these requests in their entirety, as he has literally set forth no basis for relief. However, in the event there claims are not precluded from consideration, I will address them below.

22. I ask that the Court deny Defendant's request in prayer for relief number 4, wherein Defendant requests “makeup” parenting time with the children from February through April. Essentially, what Defendant's request boils down to is him sitting on his rights to have parenting time with the children, only to later attempt *modify* the terms of our Consent Order to provide him more time by way of weekly makeup time, when same was specifically crafted to limit his parenting time to once per week as a result of mounting safety concerns. As will be detailed below, I submit that if Defendant had truly prioritized the children's visits, he could have found a way to travel to Connecticut – using a borrowed car or public transportation if he had to. Instead, he voluntarily canceled his visitation, week after week, citing reasons such as

preparing for Court, or the like, in addition to the reason he presently cites. He now wishes to cluster to his parenting time in a back-handed effort to gain more time with the children, when same was specifically curtailed pending the completion of a risk assessment. I therefore ask that the Court deny this request in its entirety.

23. Defendant requested, in prayer for relief number 7, that he be permitted to reduce the support obligations that were set in the Court's November 21, 2010 pendente lite Order. Not only have no circumstances changed as to his financial condition since the time the Order was entered, but Defendant has set forth nothing to suggest that he has attempted to mitigate the dire financial situation of his own making. He has not set forth any efforts to secure employment, to address the sale of the marital home or to support the children otherwise. In fact, he has not directly paid any support to me since the inception of this matter. Moreover, if anything, the Defendant's financial picture has improved since the Court's order. He currently live rent-free in the spacious marital home and takes advantage of all its amenities, he drives a vehicle that he does not pay for, and he receives unemployment income on a weekly basis. Defendant is having parties in the marital home (**Exhibit D**), while I am left to work and care for two (2) children on a full-time basis, living in my parents' home because I simply have nowhere else to go. Clearly, his attempts to shirk his responsibilities know no bounds, and I therefore ask that his request to reduce his support obligations be denied.

24. Defendant has similarly set forth no basis for relief with regard to his request that I initiate a job search in New Jersey so that I can relocate to New Jersey in prayer for relief number 10. While I have addressed this issue on multiple occasions in the past, it bears repeating that in or around June 2010, I spoke to Defendant we agreed that I would move with the children to my parents' house in Connecticut. This was done with the consent and blessing of the Defendant who even helped us pack. In fact, in an email dated August 2, 2010, attached hereto as **Exhibit E**, Defendant admits that he even asked my mother to take us in to her home in

order to get extricate me from our volatile relationship. Moreover, Defendant stated that he saw our leaving as an opportunity to focus on bringing a lawsuit against his former employer. While Defendant now unsurprisingly takes the contrary position, the fact cannot be overlooked that he not only professed his consent informally in an email, but he also, while represented by counsel, freely and voluntarily entered into a Consent Order in Connecticut on September 1, 2010, agreeing to me and the children remaining in Connecticut. Indeed, none of the documents submitted by the Defendant to the Court indicate otherwise.

25. More concerning, however, is the fact that Defendant advocates for our return, while simultaneously attempting to reduce his support obligations – which he has to date, not paid directly, instead relying on the last remaining dimes in the trust account to satisfy his obligations. How does Defendant expect us to support ourselves in New Jersey? Where does he expect us to live? Does he expect the children's only employed parent to leave a secure job in Connecticut to satisfy his whimsical demands? The fact should not be lost on the Defendant that he has engaged in no efforts to justify our return to New Jersey, including, but not limited to engaging in positive and cooperative communications, increasing his earning potential so that he may support the children, or even undergoing the risk assessment.

26. In prayer for relief number 11, Defendant is seemingly alerting the Court to the fact that he has failed to comply with the Court's Order of March 14, 2011 in several urgent respects. Specifically, he has not traveled to Connecticut to provide an inventory of items in the storage unit, he has not propounded discovery upon my attorneys in a timely manner, nor has he performed a job search audit or provided a new Case Information Statement within thirty (30) days of the Order. He has not provided any justification for these requests, other than his moans about the state of the justice system generally and the fact that he has no access to a vehicle. I suggest that if Defendant were serious about the Court's orders, he may take a train, a bus, rent a car or even borrow a car from one of his many friends and acquaintances who have

been seen and heard mulling around our home in Hamilton in order to secure compliance with regard to the storage facility – or even to come see his children. He has not done so, however. Nor has he even attempted to provide any valid excuse as to the discovery requests or the CIS and job audit. I submit that these behaviors are indicative of Defendant's overall attitude towards this litigation; he believes the rules simply do not apply to him and he is immune from taking any proactive actions to resolve this matter. I request that the Defendant be sanctioned accordingly and to comply with the disregarded mandates he referenced within ten (10) days of any order of this Court.

27. On a related note, since the Court's January 2011 correspondence with regard to a resolution of the Connecticut storage facility, **Exhibit F**, which was then only a matter of hours away from being foreclosed upon, I have received no verification that the Defendant has kept these payments are current. Defendant's shoddy history of living up to his financial responsibility have led me to fear that he may have once again let these payments lapse. I ask that the Defendant immediately provide an update with regard to the storage facility, including his payment history and his dates of access. I further request that in the event he is behind on his payments in excess of one (1) month, that I be permitted to remove all the items currently in the storage facility, and to store them in my parent's home until same is equitably distributed. As the Court knows, it is my position that there was simply no basis for any marital property to be placed in storage to begin with. As Defendant admitted, he has not accessed this storage unit in months. Thus, removing the items from this needless unit to my parents' house will serve no injustice on the Defendant, and in fact, will preserve our ever-dwindling resources.

28. Nor has Defendant provided any verification to date that I remain the beneficiary on his life insurance policies or retirement assets pursuant to the Court's November 19, 2010 Order that he provide proof of same within seven (7) days. As a result, I remain uncertain if I remain the beneficiary of his life insurance policies and retirement assets. I submit

that given the Defendant's erratic behavior, and arbitrary justifications for his questionable actions, this request is especially pressing given the fact that I am now a single mother with no assets and two (2) small children to raise. I therefore ask that the Court compel the Defendant to immediately provide this information, and to sanction him accordingly in the event he fails to do so within seven (7) days of any order of this Court.

29. In prayer for relief number 12, the Defendant has suggested that I have not complied with the "Court-ordered" telephone calls to the children. First, I would note that there is no Order by the Court mandating phone calls. Despite this fact, I have made diligent efforts to have the children available to speak with the Defendant, even in the face of his constant threats and verbal harassment. Second, I can only assume that Defendant is referring to the one occasion that he called where Benjamin had gone to sleep early. **Exhibit G.** Instead of understanding that his son had a long day and fell asleep, however, he saw fit to complain about it as if I had deprived him of a phone call intentionally. As the father of two (2) young children, Defendant must understand that there are things that cannot be controlled, like when the children eat and when they sleep. In addition, when the children wish to play instead of speak with Defendant, he must recognize that this is not as a result of any "coaching." A three (3) year old and a one (1) year old simply do not have the attention span that meets with the Defendant's expectations and are certainly not capable of participating in the detailed conversations that he tries to engage them in. I therefore request that Defendant's prayer for relief be denied.

30. In reply to prayer for relief number 16, I suggest that Defendant's request to take depositions is simply yet another means through which he proposes to harass me. This is especially so in light of the fact that he has, to date, failed to propound less invasive means of discovery upon me, including a notice to produce or interrogatories. Moreover, I do not believe there is any equitable principal which would justify that I be required to advance funds for the costs associated with same. If anything, given the fact that the Defendant's admitted bad faith

indifference towards the Court's scheduling Orders with regard to discovery, he should be required to pay for my attorney's fees in the event he is permitted to take my deposition.

31. As to Defendant's repetitive request in prayer for relief number 17 that I undergo a risk assessment, this is now the fourth time the Defendant has made such a request. I will repeat that never have I undertaken any action which would justify such an Order from the Court. I have continued to attempt to live my life honorably, to work and to insulate my two (2) children from this litigation – all in the face of Defendant's disgraceful behavior. I have done nothing to raise any red flags for the Court. Defendant, on the other hand, has used this divorce action as an opportunity to further his misguided and sometime paranoid belief, even if it means damaging the children in the process.

#### CAR

32. In the Court's Order of March 14, 2011 as to my Motion for Enforcement, the Court reserved judgment as to my request that the Defendant turn over the Nissan Maxima, which he totaled in a head on collision on or around February 10, 2011, until documentation is provided as to the extent of the damage, among other things. I have secured such documentation and attach it hereto as **Exhibit H**. In light of this documentation, I have attempted a resolution with the Defendant through counsel, to no avail. After months of attempting to secure Defendant's cooperation with the recommendation of USAA Insurance Company that car be turned over immediately for a settlement amount of over \$3,000, see Exhibit H, Defendant has been steadfast in his wish to keep the vehicle. This despite the correspondence from USAA Insurance Company wherein a salvage amount offered in the event the Nissan Maxima is retained to \$366.44. **Exhibit I**. There is still no resolution as to the Nissan Maxima and I am receiving weekly telephone calls from the insurance company requesting an update. I am also currently paying monthly towards the car loan, which is solely in my name, and also pay monthly towards the insurance on the vehicle as well. Unfortunately, Defendant has not been

able to cooperate for long enough to come to bring this matter to a sensible conclusion. Instead, he has chosen to continue to take the opposing position to mine even when it is not in his or anyone else's best interests. More concerning, however is the fact that to this day, the Defendant still inexplicably continues to drive despite it being declared non-road safe by the insurance company and he has put forth his intention to transport the children in this vehicle, even without airbags. **Exhibit J.**

33. In light of the above, I must request that the Court interfere and Order the Defendant to forfeit the vehicle in exchange for the settlement amount, which will be paid to a seller after the Defendant secures an appropriate and road safe replacement vehicle. In the event this is not a feasible solution as a result of the Defendant's delay tactics, and because the Defendant seems intent on continuing his pattern of financial irresponsibility to my detriment, using every means in order to accomplish my complete financial ruin, I request that the car he drives that is registered in my name be turned over to me on an immediate basis. I request that in the event the Court permits the Defendant to retain the vehicle, he be precluded from transporting the children therein. At this point, the vehicle has been declared non-road safe by the insurance company. It has no airbags and has significant body and mechanical damage. I therefore request that the court intervene.

#### MARITAL HOME

34. In addition to reserving judgment on the car, the Court similarly reserved judgment with regard to the disposition of the martial home until such time documentation was procured stating (1) that the bank will accept a deed in lieu of foreclosure; and/or (2) that the bank will agree to a short sale; and/or (3) that the home must be on the market for ninety (90) days before the bank will accept the deed in lieu of foreclosure. Since the Court's Order in this regard, I have made diligent efforts to secure such documentation from Bank of America. This has included almost daily phone calls to different departments within the bank to request that the



above information be put in writing and sent to my attorneys. Unfortunately, because the department is so inundated with requests of this nature in the present economic climate, the bank has been unable to send me any documentation in that regard to date.

35. However, I certify herein to the fact that I received the same information from the bank as I had received at the time I filed my last enforcement motion – namely, that in order to effect a deed in lieu of foreclosure and/or short sale with the bank, first the house must be put on the market for ninety (90) days. During that time, if we are able to find a buyer, the house can be short sold. If not, the bank will entertain a deed in lieu of foreclosure.

36. My attorneys and I have since attempted to secure this information in writing, forwarding a letter to Bank of America's legal department requesting same. **Exhibit K.** However, to date, they too have received no response.

37. Even if no short sale or deed in lieu of foreclosure were possible, it is clear that the home must be listed for sale to dispose of this quickly depreciating marital asset. Defendant has already admitted that he has no interest in resolving this issue, as he lives a rent-free lifestyle which allows him to allocate his funds elsewhere instead of towards the maintenance of the home. Thus, while Defendant has been ignoring his obligations, I have been working diligently in order to salvage the shreds of good credit I have left. The burden has fallen squarely on my shoulders and I am attempting to paddle upstream, while the Defendant resists all my efforts. In addition, while the Defendant makes a request that he be appointed attorney in fact for the marital home, he does not provide any information as to his intentions and this is just another example of his ramblings and his dogged intent to prevent me from being able to rehabilitate my credit and the financial ruin that the Defendant has created in any way.

38. The longer this issue goes unresolved, the worse my credit becomes, along with any prospects of my ever securing a car, a home of my own, or borrowing for my children's college educations if it becomes necessary. I submit that Defendant's actions in attempt to bring

about my complete financial ruin should not be further countenanced by this Court. If the Defendant wants to be a financial cripple for the rest of his life, that is his prerogative. However, he should not be further permitted to drag me down with him. I am therefore begging the Court to allow me to list the home for sale on an immediate basis so that I may begin moving towards improving my financial situation.

39. I also believe it important that I make my position very clear in light of the Defendant's various comments and veiled threats as to bankruptcy and the devastating effect it will have on my finances going forward.

40. The Defendant has indicated repeatedly that he wishes to stay in the house until it is foreclosed upon, then file a Chapter 7 Bankruptcy in order to discharge all of his debts, without any obligation to pay back anything. I, on the other hand, want to list the marital home for sale, and try to negotiate with the first and second mortgage holders for a short sale. If we are unable to negotiate with the lenders, and owe them some amount, I anticipate the possibility of having to file a Chapter 13 Bankruptcy in which some or all creditors would be paid.

41. The effect of filing a Chapter 13 versus a Chapter 7 is significant and will impact my ability to move forward with my life financially. I have been advised that typically, an individual cannot obtain credit for a minimum of seven (7) years after filing a Chapter 7 Bankruptcy. On the other hand, when a Chapter 13 is filed, and potential creditors see a good faith attempt to pay back debts, credit may be granted. This is important to me that the Court implement an Order which gives me the best possible chance to recover from the Defendant's actions.

#### **REQUEST FOR OUT OF STATE VACATION**

42. As the Court may recall, last summer after I requested to take a family vacation with the children to Nags Head, North Carolina, Defendant categorically refused same without basis. **Exhibit L.** As a result, my family was forced to cancel their vacation. In

Defendant's Certification in opposition to my Motion, Defendant explained that he feared that doing so would be akin to providing his consent for me to remain in Connecticut with the children. I attach as **Exhibit M** the relevant portion of Defendant's Certification, however, I do not adopt it as my own. Then, when asked about his refusal at Oral Argument on October 22, 2010, the return date of my Motion for Pendente Lite relief, Defendant matter of factly exclaimed that he did so because there would be "dangerous luggage" around. It is clear that the Defendant feels the uncontrollable urge to control my comings and goings, as he attempted to do during the marriage. In anticipation of my family's upcoming vacation during the Summer of 2011, I request the Court grant me permission to take the children to Nags Head, North Carolina between July 5<sup>th</sup> and July 11<sup>th</sup>, 2011. Without an Order of the Court to this effect, I believe the Defendant will unnecessarily deprive the children of this experience yet again.

#### COUNSEL FEES

43. I am asking that this Court order Defendant to pay all my counsel fees and costs incurred in responding to this application. It is simply unfair that I must continually incur counsel fees to get the Defendant to do that which he has already been ordered to do and to address issues of the Defendant's own creation. He not only filed a multitude of bogus criminal actions against me, on which I have expended tremendous fees to defend against his unreasonable tactics, but now he has taken to the Family Part to request that which has already been adjudicated. Not only that, I continue to be billed for the numerous emails Defendant has sent to my attorney, and have incurred additional fees for my attorney to respond to Defendant's constant correspondence with the Court over seemingly inappropriate issues. Defendant is still belligerently refusing to undergo the risk assessment that was ordered by the Court, address the disposition of the marital home, and, by his own doing, has created issues with regard to the Nissan Maxima. This has all been because of Defendant's irresponsibility and perhaps his

unaddressed mental issues. This is unfair and inequitable. A clear message must be sent to the Defendant that his actions do not go without consequence.

**ORAL ARGUMENT**

44. In Paragraph 11 of his Certification, the Defendant suggests that he will submit additional information at oral argument. I request that he not be permitted to do so. While the Defendant is representing himself, he is still obligated to follow the Court Rules. It is inherently unfair to me if I am unable to know what he is alleging prior to oral argument

**CERTIFICATION**

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statement made be me are willfully false, I am subject to punishment.

  
MARGARET WALLACE

Dated: April 27, 2011

**CERTIFICATION PURSUANT TO R. 1:4-4**

I, Jennifer Weisberg Millner, the attorney offering the Certification of Margaret Wallace, certify that she has acknowledged the genuineness of the above signature and that a copy with an original signature will be filed if requested by the Court or a party.

4/27/11





CLERK OF SUPERIOR COURT  
SUPERIOR COURT OF N.J.  
MERCER COUNTY  
**RECEIVED**

**PREPARED BY THE COURT**

MAR 09 2011

<p><b>Margaret Wallace,</b></p> <p style="text-align: right;"><b>Plaintff,</b></p> <p><b>v.</b></p> <p><b>Derek Syphrett,</b></p> <p style="text-align: right;"><b>Defendant.</b></p>	<p><b>SUPERIOR COURT OF NEW JERSEY</b>  <b>CHANCERY DIVISION</b>  <b>FAMILY PART</b>  <b>MERCER COUNTY</b></p> <p><b>DOCKET NO. FM-11-97-11 K</b></p> <p><b>CIVIL ACTION</b></p> <p><b><u>PENDENTE LITE ORDER &amp;</u></b>  <b><u>CASE MANAGEMENT ORDER (R.5:5-6)</u></b></p>
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*Ann K. Ryan*  
**SUPERIOR COURT OF NEW JERSEY**  
**CHANCERY DIVISION**  
**FAMILY PART**  
**MERCER COUNTY**

**DOCKET NO. FM-11-97-11 K**

**CIVIL ACTION**

**PENDENTE LITE ORDER &**  
**CASE MANAGEMENT ORDER (R.5:5-6)**

**THIS MATTER** having been opened to the Court on February 18, 2011, the Honorable Catherine Fitzpatrick, P.J.F.P. presiding, by the Plaintiff, Margaret Wallace, represented by Jennifer Welsberg Millner, Esq., requesting an Order granting relief as stated in the Notice of Motion; and the Defendant, Derek Syphrett, a self-represented litigant, having filed written opposition and a Cross Motion requesting an Order granting relief as stated in the Notice of Cross Motion; and the Court having considered the certifications in support and opposition thereto; and the Court having heard oral argument; and for good cause shown:

IT IS on this 11<sup>th</sup> day of March 2011:

- 1) **ORDERED** that the Plaintiff's motion to request uphold its November 21, 2010 Order appointing Dr. Rosenbaum to conduct a risk assessment on the Defendant is moot, as the Court has appointed Dr. Cooper to perform the risk assessment in the February 4, 2011 Order; and it is

- 2) **FURTHER ORDERED** that the Plaintiff's motion to suspend the Defendant's unsupervised parenting time until such time as the risk assessment is completed is **denied without prejudice**; and it is
- 3) **FURTHER ORDERED** that the Plaintiff's motion to appoint the Plaintiff as attorney in fact for the Defendant so she may be able to take any and all steps necessary on behalf of Defendant to short sell and/or effect a deed in lieu of foreclosure on the marital home located at 8 Florister Drive, Hamilton, NJ, including but not limited to executing all documents on the Defendant's behalf is **reserved pending additional documentation from the Plaintiff to include verification from the mortgage company that they will 1) accept a deed in lieu of foreclosure and/or 2) agree to a short sale and 3) that the marital residence must be listed for sale for 90 days before the mortgage company will accept a deed in lieu of foreclosure or agree to a short sale. Following receipt of that documentation, the Court will make a determination**; and it is
- 4) **FURTHER ORDERED** that the Plaintiff's motion to allow the Plaintiff to list the marital home located at 8 Florister Drive, Hamilton, NJ for sale immediately for a period of at least ninety (90) days with a realtor is **reserved pending receipt of the above documentation**; and it is
- 5) **FURTHER ORDERED** that the Plaintiff's motion to, at the close of ninety (90) days allow the Plaintiff to take whatever steps necessary to effectuate a short sale and/or deed in lieu of foreclosure with Bank of America, or any



predecessor or successor institution holding the mortgage on the marital home is reserved pending receipt of the above documentation; and it is

- 6) **FURTHER ORDERED** that the Plaintiff's motion to find the Defendant in violation of litigant's rights for his failure to pay *pendente lite* support is **granted** and authorizing the release of funds to the Plaintiff from the trust account established pursuant to the Court's November 17, 2010 Order in the amount of \$5,040, or whatever arrears are due and owing as of February 18, 2011 is **granted by consent**; and it is
- 7) **FURTHER ORDERED** that the Plaintiff's motion to authorize the release of funds to the Plaintiff from the trust account in the amount of \$1,260 per month for *pendente lite* support, payable on the first day of each month following the Order of this Court is **granted by consent**; and it is
- 8) **FURTHER ORDERED** that the Plaintiff's motion to compel the Defendant to provide the Plaintiff's attorney, Jennifer Welsberg Millner, Esq. with an inventory of all items of furniture contained in the Connecticut storage unit within five (5) days of the date of this Order is **granted**; and it is
- 9) **FURTHER ORDERED** that the Plaintiff's motion to find that any and all debt associated with the storage unit shall be the sole and exclusive responsibility of the Defendant, including the amount of arrears for non-payment as well as any loss in the event that the storage unit is foreclosed upon and the items are sold at auction is **granted**; and it is
- 10) **FURTHER ORDERED** that the Plaintiff's motion to appoint the Plaintiff as attorney in fact for the Defendant so she may be able to take any and all

steps necessary on behalf of the Defendant to fill out the necessary documents to give the Plaintiff equal rights to the storage unit, including, but not limited to, allowing the Plaintiff access to the Connecticut storage unit is denied without prejudice. However, by consent, the Defendant will sign an authorization to be prepared by the Plaintiff's attorney to permit the Plaintiff, accompanied by a Groton police officer, to view the contents of the storage unit for the purpose of a one-time inventory; and it is

- 11) **FURTHER ORDERED** that the Plaintiff's motion to compel the Defendant to turn over the Nissan Maxima to the Plaintiff, in addition to any and all current insurance cards, copies of keys, current registration cards, and title of the vehicle, within five (5) days of the date of this Order is reserved, pending receipt by the Court and by the Defendant, of additional information from the Plaintiff about the state of the car damage from the insurance company; and it is
- 12) **FURTHER ORDERED** that the Plaintiff's motion to enter Judgment and ordering reimbursement in the amount of \$674.00 against the Defendant for parking tickets incurred by the Defendant and paid by the Plaintiff is granted by consent; and it is
- 13) **FURTHER ORDERED** that the Plaintiff's motion to appoint the Plaintiff as attorney in fact for the Defendant to execute any and all authorizations on Defendant's behalf, for the release of records from Capital One Bank and Bank of America is granted . As to Plaintiff's request that same to apply , as

well as to authorizations with regard to the parties' marital finances going forward is denied without prejudice; and it is

14) **FURTHER ORDERED** that the Plaintiff's motion to enter default against the Defendant and setting the matter down for a final hearing is denied as moot; and it is

15) **FURTHER ORDERED** that the Plaintiff's alternative motion to immediately set a Case Management Conference and setting specific scheduling deadlines is granted. The parties are to meet the following discovery deadlines, outlined below:


- i. The Plaintiff will timely reply to the Defendant's answer and counterclaim;
- ii. The Defendant will send his Interrogatories to the Plaintiff's attorney by March 18, 2011, unless the parties submit a Consent Order agreeing to extend this deadline or the Defendant files a motion requesting same;
- iii. So long as the Defendant's interrogatories are reasonable in terms of the number and nature of the questions, the Plaintiff will attempt to answer same on an expedited basis, or thirty days. If the Plaintiff finds that any of the questions are not relevant to the divorce action, the Plaintiff is permitted to respond "not applicable," or "objectionable." If the Defendant believes that those questions are applicable to the divorce action, he may file a Motion to demand an answer to same;
- iv. Both parties do not intend to take depositions;
- v. The Defendant will sign an authorization prepared by the Plaintiff's attorney, Ms. Millner, to release copies of the parties' credit card statements for the past three years, including the Defendant's Bank of America and Capital One Credit Cards. The authorization shall direct that the companies release copies of the records for the past three years to both of the parties and that the Plaintiff shall be responsible for all costs incurred with respect to same; and it is

- 16) **FURTHER ORDERED** that the Plaintiff's motion for counsel fees and costs of this application to Plaintiff is **denied without prejudice and subject to reconsideration at the time of trial** ; and it is
- 17) **FURTHER ORDERED** that the Defendant's cross motion to vacate the Order appointing Dr. Rosenbaum to conduct a risk assessment and/or to appoint a new doctor to perform the risk assessment is **moot as discussed in paragraph 1 above**; and it is
- 18) **FURTHER ORDERED** that the Defendant's cross motion to direct the Plaintiff to be responsible for paying the cost of the risk assessment is **denied**; and it is
- 19) **FURTHER ORDERED** that the Defendant's cross motion to compel the Plaintiff to reimburse him for \$5,000 that was paid to the Plaintiff's attorney out of the trust account is **denied**; and it is
- 20) **FURTHER ORDERED** that the Defendant's cross motion to pay the remaining \$5,100 liability to Magic Lamp LLC due to the Plaintiff's alleged interference is **denied without prejudice**; and it is
- 21) **FURTHER ORDERED** that the Defendant's cross motion for increased parenting time, sole custody, and/or a new parenting time schedule is **denied without prejudice, and will be addressed as soon as the risk assessment is completed**; and it is
- 22) **FURTHER ORDERED** that the Defendant's cross motion to permit the Defendant's *pendente lite* support obligation to be paid out of the trust account is **granted by consent**; and it is

- 23) **FURTHER ORDERED** that the Defendant's cross motion to reduce his *pendente lite* support amount based upon the Defendant's current income/unemployment benefits is **denied without prejudice**; and it is
- 24) **FURTHER ORDERED** that the Defendant's cross motion to compel the Plaintiff to undergo a risk assessment is **denied without prejudice**; and it is
- 25) **FURTHER ORDERED** that the Defendant's cross motion to direct that funds be released from the trust account to cover the Defendant's monthly expenses is **denied in part and reserved in part, with respect to the medical and/or psychological care, pending receipt of the following: (1) an updated and fully completed Case Information Statement; (2) proof of his efforts to obtain employment; and (3) information regarding his insurance policy, including the deductible and coverage as to mental health care. Defendant to provide proof of same within 30 days of the date of this order; and it is**
- 26) **FURTHER ORDERED** that the Defendant's cross motion to "disband" the current divorce proceeding **denied**; and it is
- 27) **FURTHER ORDERED** that the Defendant's cross motion for the Honorable Catherine Fitzpatrick to recuse herself is **denied**.

The reasons for this  
Order have been set  
forth on the record by  
the Court.

February 18, 2011



CATHERINE FITZPATRICK, P.J.F.P.

# **EXHIBIT “B”**



Lieutenant William D. Kewer  
Commanding Officer

# State of Connecticut



## Connecticut State Police Troop E Montville



Master Sergeant Richard Crooks  
Executive Officer

December 8, 2010

Mr. Derek Syphrett  
8 Florister Drive  
Hamilton, NJ 08690

Dear Mr. Syphrett:

This letter is in response to your October 15, 2010 email complaint regarding your involvement in a child custody dispute back on August 17, 2010 in the Town of Ledyard. You allege several issues of misconduct by Ledyard Sergeant Olsen, Sergeant Peterson and Resident Trooper Sergeant Todd Harbeck, to include that your child custody rights were violated and that the police used racially biased discretion during their handling of the August 17, 2010 incident.

This inquiry has established that on August 17, 2010 at 7:24 pm the Ledyard Police responded to 59 Eagle Ridge Road in Ledyard for a custody dispute. The inquiry established that your estranged wife and two children had been living with her parents for months while you were residing in New Jersey. The inquiry further established that you parked your car in Stonington and took a cab to the residence. Once at the residence you attempted to leave in the cab with your 3-year old son. As a result of your actions and without advising anyone of your intent, the grandparents attempted to stop you and prevent the cab from leaving. As a result, you sustained a very minor scratch to your ear from a seventy year old female who was attempting to protect her grandchild as she was not sure of your intentions. Sgt. Olsen established from both sides, that there were no child custody court orders from the state of New Jersey or Connecticut granting custody of the children to either party.

Based on all the facts and circumstances at the time of this incident, the Ledyard Officers made the decision to allow the children to stay with their biological mother in a known stable environment that they had been staying. This decision was reasonable and prudent. Additionally, you were advised by Sgt Olsen that you needed to apply for a court order in regards to the custody of your children.

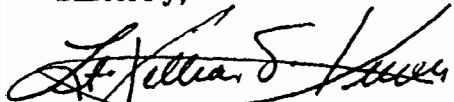
P.O. Box 306  
Uncasville, Connecticut 06382  
Phone (860) 848-6500  
Fax (860) 848-6550

Approximately one week after the incident Resident Trooper Sergeant and supervisor of the Ledyard Police, Sergeant Todd Harbeck set up a meeting with you to discuss the incident. You did not attend the scheduled meeting, nor did you call to inform Sgt. Harbeck that you would not be able to attend. Approximately two weeks later you called Sgt. Harbeck who explained to you the course of action taken by Sgt. Olsen and why. Furthermore, Sgt. Harbeck informed you that your child custody issues needed to be handled by the family court judge on your upcoming hearing date.

As a result of your concerns, I have conducted a thorough inquiry to include a written report from the Ledyard Police into this incident. As a result, I find that that the actions of the Ledyard Officers and Sgt. Harbeck were justified and that they acted appropriately and in accordance with the agencies policies and procedures. Your allegations of your child custody rights being violated and the allegation that the Ledyard Officers utilized racial bias is simply not true and have no merit.

Child custody issues can be very emotional and complex particularly in cases with no custody orders are in place. These issues are remedied through the family court. It is unfortunate that you had an unpleasant experience with the Ledyard and State Police and it is my hope that any future interaction with our agency is more positive in nature. I want to thank you for bringing your concerns to my attention and affording me the opportunity to respond.

Sincerely,



Lieutenant William D. Kewer  
COMMANDING OFFICER  
Troop E Montville

cc: Major Griffin; EDHQ  
Lt. Sticca C10-268



# **EXHIBIT “C”**

ATTORNEY GENERAL'S OFFICE  
RECEIVED

PREPARED BY THE COURT

FEB 04 2011

**Margaret Wallace,**  
  
**Plaintiff,**  
  
v.  
  
**Derek Syphrett,**  
  
**Defendant.**

**SUPERIOR COURT OF NEW JERSEY**  
**CHANCERY DIVISION**  
**FAMILY PART**  
**MERCER COUNTY**

**DOCKET NO. FM-11-97-11 K**

**CIVIL ACTION**

**ORDER**


**THIS MATTER** having been opened to the Court, the Honorable Catherine Fitzpatrick, P.J.F.P. presiding, on November 19, 2010, by the Plaintiff, Margaret Wallace, represented by Jennifer Weisberg Millner, Esq., requesting an Order granting relief as stated in the Notice of Motion; and the Defendant, Derek Syphrett, initially represented by Jef Henninger, Esq., but thereafter the Defendant representing himself, having opposed the Defendant's Motion and on Cross Motion requesting an Order granting relief as stated in the Notice of Cross Motion; and the Court having issued an Order dated November 19, 2010; and the Court thereafter receiving a letter from Dr. Robert Rosenbaum declining to perform a risk assessment as the Defendant had been directed to undergo as per the November 19 Order; and for good cause shown:

**IT IS** on this 4<sup>th</sup> day of February, 2011:

- 1) **ORDERED** that the Defendant is to undergo a risk assessment with Dr. Joseph Cooper, located at 860 Lower Ferry Road, Ewing, NJ. The Defendant is to contact Dr. Cooper's office within five (5) days of the date of this Order at

215-208-4194. The cost of the risk assessment is to be paid by the Defendant; and it is

- 2) **FURTHER ORDERED** that the balance of the November 19, 2010 Order remain in full force and effect.



CATHERINE FITZPATRICK, P.J.F.P.

# **EXHIBIT “D”**

Chat (12)



opers · Careers · Privacy · Terms · Hel

# **EXHIBIT “E”**

**From:** Derek Syphrett (dsyphrett@gmail.com)  
**To:** isabellmw@yahoo.com;  
**Date:** Mon, August 2, 2010 2:45:19 PM  
**Cc:** jjinwallace142003@yahoo.com;  
**Subject:** RE: Final comments My Mental Health

FYI - I don't have to tell you this but I will. My Doctor agreed that my actions have been rationale and he is no longer concerned with there being an underlying bi-polar condition.

He believes I acted rationally when I asked your mother to take you-in at home and to get you out of our house. He also felt it was rational for me to pursue legal issues with my former employer given the documented transgressions. He and I both agree it would have been more desirable to have had another job already lined up but we both know that I can't control everything or everyone elses irrational actions.

If not for the uncertain financial situation related to our divorce I'd be more proactive on the job front but the prudent thing for me to do is to learn what the consequences of my actions will be before acting - so that is what I am going to do.

# **EXHIBIT “F”**



A True Copy  
*Sue Regan*

CLERK OF SUPERIOR COURT  
SUPERIOR COURT OF N.J.  
MERCER COUNTY  
RECEIVED AND FILED

PREPARED BY THE COURT

**SUE REGAN**  
Deputy Clerk of Superior Court

JAN 20 2011

Margaret Wallace,

Plaintiff,

v.

Derek Syphrett,

Defendant.

*Sue Regan*  
SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
FAMILY PART  
MERCER COUNTY  
SUE REGAN  
Deputy Clerk of Superior Court

DOCKET NO. FM-11-97-11 K

CIVIL ACTION

ORDER

**THIS MATTER** having been opened to the Court, the Honorable Catherine Fitzpatrick, P.J.F.P., presiding, in a telephone conference with the Defendant, Derek Syphrett, a self-represented litigant and Jennifer Weisberg Millner, Esq. on behalf of the Plaintiff, Margaret Wallace; and the parties having reached an agreement; and good cause existing for the entry of this Order:

**IT IS** on this 20<sup>th</sup> day of January, 2011:

- 1) **ORDERED** that, by consent, the Plaintiff will use her credit card to pay the amount that is due and owing to the Extra Space Storage company (located in Groton, Connecticut), on the account opened by Derek Syphrett (unit number 576 and account number 3864515), without prejudice to Plaintiff; and it is
- 2) **FURTHER ORDERED** that the Plaintiff shall be reimbursed immediately for same from the funds held in the Fox Rothschild escrow account; and it is
- 3) **FURTHER ORDERED** that the Defendant is solely responsible for this debt which was incurred post-complaint, and said amount will be deducted from his share of the parties' equitable distribution.

A handwritten signature in black ink, appearing to read 'Catherine Fitzpatrick', written in a cursive style. The signature is positioned above the printed name.

CATHERINE FITZPATRICK, P.J.F.P.

A large, stylized handwritten flourish or signature element, consisting of a large loop and a horizontal line extending to the right, positioned below the printed name.

# **EXHIBIT “G”**

**Baer, Eliana T.**

---

**From:** Meg Wallace [isabellmw@yahoo.com]  
**Sent:** Saturday, March 26, 2011 7:53 PM  
**To:** Baer, Eliana T.  
**Subject:** Fw: Called and been was sleeping a 6:42

---

**From:** dsyphrett@gmail.com <dsyphrett@gmail.com>;  
**To:** Meg Wallace <isabellmw@yahoo.com>;  
**Subject:** Called and been was sleeping a 6:42  
**Sent:** Sat, Mar 26, 2011 10:46:16 PM

Hi Meg,

I called per the court ordered custody agreement during the hour we agreed to and Ben was sleeping.

If you are going to put him to sleep early please call me prior to putting him to sleep.

I'd like to at least be able to talk to the children everyday so that they have two parents in their lives everyday.

Do you have a problem making the children available or insuring that Ben gets time with me?

I hope that we are able to resume cooperative parenting at some point soon and it appears your making a minimal effort, which only hurts the children, myself, and our relationship in the long run.

Derek  
Sent from my Verizon Wireless BlackBerry

# **EXHIBIT “H”**



9800 Fredericksburg Road  
San Antonio, Texas 78288

MARGARET J WALLACE  
59 EAGLE RIDGE DR  
GALES FERRY CT 06335-1906

February 22, 2011

Reference: Settlement Figure  
Dear Ms. Wallace,

This letter confirms our conversation on February 22, 2011 notifying you that your vehicle referenced below is a total loss.

Claim #: 10557119-7102-8-9008  
Date of loss: February 10, 2011  
VIN: JN1CA21D6ST000628

The settlement figure of \$3,101.24 is represented as follows:

• Vehicle's actual cash value	\$ 3,282.00
• Plus state sales tax	\$ 229.74
• Plus transfer fee	\$ 85.00
• Plus	\$ 4.50
• Less your deductible	\$ 500.00

A check for \$3,101.24 will be sent separately.

If you have questions, please call 1-800-531-8722. I, or one of my coworkers, can assist you.

Sincerely,

A handwritten signature in black ink that reads "Ashley N Hatch".

Ashley N Hatch  
Shared Services Total loss  
USAA Casualty Insurance Company

# **EXHIBIT “I”**



9800 Fredericksburg Road  
San Antonio, Texas 78288

MARGARET J WALLACE  
59 EAGLE RIDGE DR  
GALES FERRY CT 06335-1906

March 23, 2011

Reference: MARGARET WALLACE 1995 NISSAN MAXIMA

Dear Ms. Wallace,

Per our conversation, listed below is the total loss settlement breakdown for Owner Retention of your vehicle: ACV \$3,282.00 SALVAGE VALUE \$400.00 SALVAGE VALUE SOURCE SEAN GIBSON SALES TAX \$229.74 TAX RATE 0.000% SALVAGE CERTIFICATE \$85.00 SUBTOTAL \$3,196.74 DEDUCTIBLE \$500.00 TOTAL \$2,696.74 WE INTEND TO PAY USAA FEDERAL SAVINGS BANK ON YOUR BEHALF TO PAY OFF THE LOAN FOR YOUR VEHICLE IN THE AMOUNT OF \$2,330.30. THIS WILL LEAVE A BALANCE DUE YOU OF \$366.44.

I am writing regarding the claim referenced below.

Policyholder:	Margaret J. Wallace
Reference #:	10557119-7102-8-9002
Date of loss:	February 10, 2011
Loss location:	Hamilton, New Jersey

You may submit correspondence or questions to me. My contact information is:

Address:	ATTN: Salvage Recovery P.O. Box 659474 San Antonio, TX 78265 For overnight, use address above to ATTN: Salvage Recovery
Fax:	800-531-8669
Phone:	1-800-531-8722, ext. 6-1295

Sincerely,

A handwritten signature in cursive script that reads "Robert E. Mulherin".

Robert E Mulherin  
Claims-Total Loss/Salvage  
USAA Casualty Insurance Company



# **EXHIBIT “J”**



**Fox Rothschild** LLP  
ATTORNEYS AT LAW

Mail: P.O. Box 5231, Princeton, NJ 08543-5231  
Princeton Pike Corporate Center  
997 Lenox Drive, Building 3  
Lawrenceville, NJ 08648-2311  
Tel 609.896.3600 Fax 609.896.1469  
www.foxrothschild.com

Jennifer Weisberg Millner  
Direct Dial: (609) 895-6712  
Email Address: jmillner@foxrothschild.com

April 12, 2011

**VIA CERTIFIED MAIL, R.R.R**

Bank of America  
56 Main Street  
Flemington, NJ 08822  
**Attn: Legal Department**

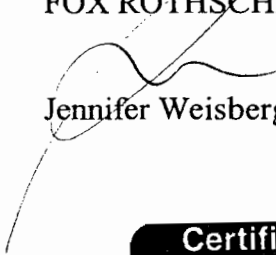
**Re: Margaret Wallace v. Derek Syphrett**  
**Docket No. FM-11-97-11K**

To Whom It May Concern:

Enclosed herewith please find an original authorization executed by the Plaintiff in the above referenced matter, Margaret Wallace. Please be advised that the within authorization permits both me and my associate, Eliana T. Baer, Esquire, to speak with and obtain personal information from Bank of America as to any accounts associated with the property located at 8 Florister Drive, Hamilton, NJ, including, but not limited to, Account No. 164375737 and Account No. 164375729.

Should you have any questions, please contact me directly at (609) 895-6712.

Very truly yours,  
FOX ROTHSCHILD, LLP

  
Jennifer Weisberg Millner

Enclosure

cc: Margaret Wallace  
Derek Syphrett, *Pro Se* (via electronic mail)

**Certified Article Number**

**7160 3901 9848 0926 6465**

**SENDERS RECORD**

LV1 1286062v1 04/12/11

A Pennsylvania Limited Liability Partnership

Margaret J. Wallace  
59 Eagle Ridge Dr.  
Gales Ferry, CT 06335

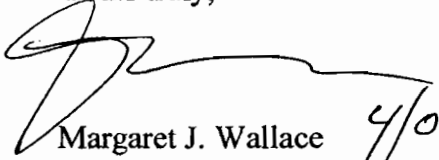
April 7, 2011

Bank of America home loan lender,

I Margaret J. Wallace give authorization to release any information related to the property  
8 Florister Drive Hamilton, NJ 08690 Account No.: 164375737 and No.: 164375729 on  
an immediate basis to Fox Rothschild Attorneys at Law, Eliana Baer and Jennifer  
Weisberg Milner.

Fox Rothschild LLP  
Attorneys at Law  
P.O. Box 5231  
Princeton, NJ 08540-5231  
609-895-3344 Direct  
609-896-1469 Fax

Yours truly,

  
Margaret J. Wallace 4/07/11

Subscribed and Sworn to before me, a Notary  
Public, in and for County of New London  
and State of Connecticut, this 7 day of  
April, 2011  
Shelli Chedelwood  
Notary Public  
My Commission Expires Nov 30, 2011



Fox Rothschild LLP  
ATTORNEYS AT LAW

Mail: P.O. Box 5231, Princeton, NJ 08543-5231  
Princeton Pike Corporate Center  
997 Lenox Drive, Building 3  
Lawrenceville, NJ 08648-2311  
Tel 609.896.3600 Fax 609.896.1469  
[www.foxrothschild.com](http://www.foxrothschild.com)  
Jennifer Weisberg Millner  
Direct Dial: (609) 895-6712  
Email Address: [jmillner@foxrothschild.com](mailto:jmillner@foxrothschild.com)

Matthew H. Lubart, Esq.  
Office Managing Partner

April 15, 2011

**VIA OVERNIGHT FEDERAL EXPRESS**

Bank of America – Legal Order Processing  
5701 Horatio Street  
Utica, NY 13502

**Re: Margaret Wallace v. Derek Syphrett**  
**Docket No. FM-11-97-11K**

To Whom It May Concern:

Please be advised, that I represent the Plaintiff, Margaret Wallace, in the above-referenced matter. By Order of the Honorable Catherine Fitzpatrick, dated March 14, 2011, enclosed, the New Jersey Superior Court, Chancery Division, Family Part, directed Ms. Wallace to procure information from Bank of America with regard to the status of their home loan, as well as the options for disposition of the parties marital property.

Despite Ms. Wallace's diligent efforts, she has been unable to secure said documentation. This documentation is urgently needed in order to resolve matters in the Family Part with regard to the immediate disposition of the parties' marital home. I therefore request, on behalf of Ms. Wallace, that Bank of America immediately provide correspondence to my office (authorization enclosed) with the following information: (1) that the bank will accept a deed in lieu of foreclosure; and/or (2) that the bank will agree to a short sale; and/or (3) that the home must be on the market for ninety (90) days before the bank will accept the deed in lieu of foreclosure.

I appreciate your prompt attention to this matter.

Very truly yours,  
FOX ROTHSCHILD, LLP

  
Jennifer Weisberg Millner

JWM/etb  
Enclosure

cc: Derek Syphrett, *Pro Se* (via email and regular mail)  
Margaret Wallace

Margaret J. Wallace  
59 Eagle Ridge Dr.  
Gales Ferry, CT 06335

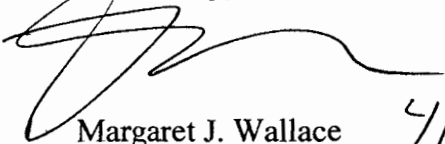
April 7, 2011

Bank of America home loan lender,

I Margaret J. Wallace give authorization to release any information related to the property 8 Florister Drive Hamilton, NJ 08690 Account No.: 164375737 and No.: 164375729 on an immediate basis to Fox Rothschild Attorneys at Law, Eliana Baer and Jennifer Weisberg Milner.

Fox Rothschild LLP  
Attorneys at Law  
P.O. Box 5231  
Princeton, NJ 08540-5231  
609-895-3344 Direct  
609-896-1469 Fax

Yours truly,

  
Margaret J. Wallace 4/07/11

Subscribed and Sworn to before me, a Notary  
Public, in and for County of New London  
and State of Connecticut, this 7 day of  
April, 20 11  
Sherril Underwood  
Notary Public  
My Commission Expires Nov 30, 20 11

**CLERK OF SUPERIOR COURT  
SUPERIOR COURT OF N.J.  
MERCER COUNTY  
RECEIVED FILED**

**PREPARED BY THE COURT**

**MAR 09 2011**

<p><b>Margaret Wallace,</b></p> <p style="text-align: right;"><b>Plaintiff,</b></p> <p><b>v.</b></p> <p><b>Derek Syphrett,</b></p> <p style="text-align: right;"><b>Defendant.</b></p>
--

*Deborah K. Ryan*  
**SUPERIOR COURT OF NEW JERSEY  
 CHANCERY DIVISION  
 FAMILY PART  
 DEPUTY CLERK OF SUPERIOR COURT  
 MERCER COUNTY**

**DOCKET NO. FM-11-97-11 K**

**CIVIL ACTION**

**PENDENTE LITE ORDER &  
CASE MANAGEMENT ORDER (R.5:5-6)**

**THIS MATTER** having been opened to the Court on February 18, 2011, the Honorable Catherine Fitzpatrick, P.J.F.P. presiding, by the Plaintiff, Margaret Wallace, represented by Jennifer Welaberg Millner, Esq., requesting an Order granting relief as stated in the Notice of Motion; and the Defendant, Derek Syphrett, a self-represented litigant, having filed written opposition and a Cross Motion requesting an Order granting relief as stated in the Notice of Cross Motion; and the Court having considered the certifications in support and opposition thereto; and the Court having heard oral argument; and for good cause shown:

**IT IS** on this 11<sup>th</sup> day of March 2011:

- 1) **ORDERED** that the Plaintiff's motion to request uphold its November 21, 2010 Order appointing Dr. Rosenbaum to conduct a risk assessment on the Defendant is moot, as the Court has appointed Dr. Cooper to perform the risk assessment in the February 4, 2011 Order; and it is

- 2) **FURTHER ORDERED** that the Plaintiff's motion to suspend the Defendant's unsupervised parenting time until such time as the risk assessment is completed is **denied without prejudice**; and it is
- 3) **FURTHER ORDERED** that the Plaintiff's motion to appoint the Plaintiff as attorney in fact for the Defendant so she may be able to take any and all steps necessary on behalf of Defendant to short sell and/or effect a deed in lieu of foreclosure on the marital home located at 8 Florister Drive, Hamilton, NJ, including but not limited to executing all documents on the Defendant's behalf is **reserved pending additional documentation from the Plaintiff to include verification from the mortgage company that they will 1) accept a deed in lieu of foreclosure and/or 2) agree to a short sale and 3) that the marital residence must be listed for sale for 90 days before the mortgage company will accept a deed in lieu of foreclosure or agree to a short sale. Following receipt of that documentation, the Court will make a determination**; and it is
- 4) **FURTHER ORDERED** that the Plaintiff's motion to allow the Plaintiff to list the marital home located at 8 Florister Drive, Hamilton, NJ for sale immediately for a period of at least ninety (90) days with a realtor is **reserved pending receipt of the above documentation**; and it is
- 5) **FURTHER ORDERED** that the Plaintiff's motion to, at the close of ninety (90) days allow the Plaintiff to take whatever steps necessary to effectuate a short sale and/or deed in lieu of foreclosure with Bank of America, or any

- predecessor or successor institution holding the mortgage on the marital home is reserved pending receipt of the above documentation; and it is
- 6) **FURTHER ORDERED** that the Plaintiff's motion to find the Defendant in violation of litigant's rights for his failure to pay *pendente lite* support is **granted** and authorizing the release of funds to the Plaintiff from the trust account established pursuant to the Court's November 17, 2010 Order in the amount of \$5,040, or whatever arrears are due and owing as of February 18, 2011 is **granted by consent**; and it is
  - 7) **FURTHER ORDERED** that the Plaintiff's motion to authorize the release of funds to the Plaintiff from the trust account in the amount of \$1,260 per month for *pendente lite* support, payable on the first day of each month following the Order of this Court is **granted by consent**; and it is
  - 8) **FURTHER ORDERED** that the Plaintiff's motion to compel the Defendant to provide the Plaintiff's attorney, Jennifer Weisberg Millner, Esq. with an inventory of all items of furniture contained in the Connecticut storage unit within five (5) days of the date of this Order is **granted**; and it is
  - 9) **FURTHER ORDERED** that the Plaintiff's motion to find that any and all debt associated with the storage unit shall be the sole and exclusive responsibility of the Defendant, including the amount of arrears for non-payment as well as any loss in the event that the storage unit is foreclosed upon and the items are sold at auction is **granted**; and it is
  - 10) **FURTHER ORDERED** that the Plaintiff's motion to appoint the Plaintiff as attorney in fact for the Defendant so she may be able to take any and all



steps necessary on behalf of the Defendant to fill out the necessary documents to give the Plaintiff equal rights to the storage unit, including, but not limited to, allowing the Plaintiff access to the Connecticut storage unit is denied without prejudice. However, by consent, the Defendant will sign an authorization to be prepared by the Plaintiff's attorney to permit the Plaintiff, accompanied by a Groton police officer, to view the contents of the storage unit for the purpose of a one-time inventory; and it is

- 11) **FURTHER ORDERED** that the Plaintiff's motion to compel the Defendant to turn over the Nissan Maxima to the Plaintiff, in addition to any and all current insurance cards, copies of keys, current registration cards, and title of the vehicle, within five (5) days of the date of this Order is reserved, pending receipt by the Court and by the Defendant, of additional information from the Plaintiff about the state of the car damage from the insurance company; and it is
- 12) **FURTHER ORDERED** that the Plaintiff's motion to enter judgment and ordering reimbursement in the amount of \$674.00 against the Defendant for parking tickets incurred by the Defendant and paid by the Plaintiff is granted by consent; and it is
- 13) **FURTHER ORDERED** that the Plaintiff's motion to appoint the Plaintiff as attorney in fact for the Defendant to execute any and all authorizations on Defendant's behalf, for the release of records from Capital One Bank and Bank of America is granted. As to Plaintiff's request that same to apply, as

well as to authorizations with regard to the parties' marital finances going forward is denied without prejudice; and it is

14) **FURTHER ORDERED** that the Plaintiff's motion to enter default against the Defendant and setting the matter down for a final hearing is denied as moot; and it is

15) **FURTHER ORDERED** that the Plaintiff's alternative motion to immediately set a Case Management Conference and setting specific scheduling deadlines is granted. The parties are to meet the following discovery deadlines, outlined below:

- i. The Plaintiff will timely reply to the Defendant's answer and counterclaim;
- ii. The Defendant will send his interrogatories to the Plaintiff's attorney by March 18, 2011, unless the parties submit a Consent Order agreeing to extend this deadline or the Defendant files a motion requesting same;
- iii. So long as the Defendant's interrogatories are reasonable in terms of the number and nature of the questions, the Plaintiff will attempt to answer same on an expedited basis, or thirty days. If the Plaintiff finds that any of the questions are not relevant to the divorce action, the Plaintiff is permitted to respond "not applicable," or "objectionable." If the Defendant believes that those questions are applicable to the divorce action, he may file a Motion to demand an answer to same;
- iv. Both parties do not intend to take depositions;
- v. The Defendant will sign an authorization prepared by the Plaintiff's attorney, Ms. Millner, to release copies of the parties' credit card statements for the past three years, including the Defendant's Bank of America and Capital One Credit Cards. The authorization shall direct that the companies release copies of the records for the past three years to both of the parties and that the Plaintiff shall be responsible for all costs incurred with respect to same; and it is

- 16) **FURTHER ORDERED** that the Plaintiff's motion for counsel fees and costs of this application to Plaintiff is **denied without prejudice and subject to reconsideration at the time of trial** ; and it is
- 17) **FURTHER ORDERED** that the Defendant's cross motion to vacate the Order appointing Dr. Rosenbaum to conduct a risk assessment and/or to appoint a new doctor to perform the risk assessment is **moot as discussed in paragraph 1 above**; and it is
- 18) **FURTHER ORDERED** that the Defendant's cross motion to direct the Plaintiff to be responsible for paying the cost of the risk assessment is **denied**; and it is
- 19) **FURTHER ORDERED** that the Defendant's cross motion to compel the Plaintiff to reimburse him for \$5,000 that was paid to the Plaintiff's attorney out of the trust account is **denied**; and it is
- 20) **FURTHER ORDERED** that the Defendant's cross motion to pay the remaining \$5,100 liability to Magic Lamp LLC due to the Plaintiff's alleged interference is **denied without prejudice**; and it is
- 21) **FURTHER ORDERED** that the Defendant's cross motion for increased parenting time, sole custody, and/or a new parenting time schedule is **denied without prejudice, and will be addressed as soon as the risk assessment is completed**; and it is
- 22) **FURTHER ORDERED** that the Defendant's cross motion to permit the Defendant's *pendente lite* support obligation to be paid out of the trust account is **granted by consent**; and it is

- 23) **FURTHER ORDERED** that the Defendant's cross motion to reduce his *pendente lite* support amount based upon the Defendant's current income/unemployment benefits is **denied without prejudice**; and it is
- 24) **FURTHER ORDERED** that the Defendant's cross motion to compel the Plaintiff to undergo a risk assessment is **denied without prejudice**; and it is
- 25) **FURTHER ORDERED** that the Defendant's cross motion to direct that funds be released from the trust account to cover the Defendant's monthly expenses is **denied in part and reserved in part**, with respect to the **medical and/or psychological care, pending receipt of the following: (1) an updated and fully completed Case Information Statement; (2) proof of his efforts to obtain employment; and (3) information regarding his insurance policy, including the deductible and coverage as to mental health care. Defendant to provide proof of same within 30 days of the date of this order**; and it is
- 26) **FURTHER ORDERED** that the Defendant's cross motion to "disband" the current divorce proceeding **denied**; and it is
- 27) **FURTHER ORDERED** that the Defendant's cross motion for the Honorable Catherine Fitzpatrick to recuse herself is **denied**.

The reasons for this  
Order have been set  
forth on the record by  
the Court.

February 18, 2011



CATHERINE FITZPATRICK, P.J.F.P.

*package id*

0082514

*ship date*

Fri, Apr 15 2011

*to*

Legal Order Processing

5701 Horatio St

Utica, NY 13502-

1024 US

609-895-3344

*residential address*

No

*return label*

No

*from*

Eliana T. Baer (1763)

Fox Rothschild LLP

Princeton Pike Corporate

Center

997 Lenox Drive Bldg. 3

Lawrenceville, NJ 08648

US

802-3344

*billing*

WALLACE,

MARGARET.DEREK

SYPHRETT

(087667.00001)

*operator*

Arlene Bennett

802-7953

ABennett@foxrothschild.co

m

*create time*

04/15/11, 3:48PM

*vendor*

FedEx

*tracking number*

796996887630

*service*

FedEx Standard Overnight

*packaging*

FedEx Envelope

*signature*

Indirect signature - at or

near address

*courtesy quote*

9.44

*The courtesy quote does not reflect fuel surcharge and does not necessarily reflect all accessorial charges.*

**Legal Terms and Conditions**

Tendering packages by using this system constitutes your agreement to the service conditions for the transportation of your shipments as found in the applicable FedEx Service Guide, available upon request. FedEx will not be responsible for any claim in excess of the applicable declared value, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the applicable FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of 100 USD or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is 500 USD, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see applicable FedEx Service Guide. FedEx will not be liable for loss or damage to prohibited items in any event or for your acts or omissions, including, without limitation, improper or insufficient packaging, securing, marking or addressing, or the acts or omissions of the recipient or anyone else with an interest in the package. See the applicable FedEx Service Guide for complete terms and conditions. To obtain information regarding how to file a claim or to obtain a Service Guide, please call 1-800-GO-FEDEX (1-800-463-3339).

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RECEIVED  
Fox Rothschild, LLP  
40 APR 2011

Margaret J. Wallace  
Cell: 860-460-6061  
Email: [isabellmw@yahoo.com](mailto:isabellmw@yahoo.com)

April 18, 2011

Short Sale Department  
BOA  
attn hope dept. SV-65  
450 American Street  
Simi Valley, CA 93065

To Whom It May Concern:

I request on an immediate basis documentation regarding the requirements and approval process necessary for a short sale specifically as this relates to the property located at 8 Florister Drive, Hamilton, NJ, including, Account No. 164375737 and Account No. 164375729. This information is necessary to fulfill a court order. See attached court order.

Please note, if I have not sent my request to the proper department or you should have any questions, please contact me directly at 860-460-6061 and let me know how to fulfill my request as I have tried on multiple prior occasions to fulfill this court order via phone without success.

Send documentation to:  
Margaret J. Wallace  
59 Eagle Ridge Dr.  
Gales Ferry, CT 06335

Fax Copy to:  
Jennifer Weisberg Millner  
Fax: 609-896-1469

Yours truly,



Margaret J. Wallace

4/18/11

# **EXHIBIT “K”**

-----Original Message-----

From: Derek Syphrett [<mailto:dsyphrett@gmail.com>]  
Sent: Thursday, July 01, 2010 3:31 PM  
To: Meg Wallace  
Subject: RE: Confirming Care of Children | Please stay on task instead  
Importance: High

Hi Meg,

I would actually prefer that the children NOT go to the beach because I have concerns about who and how they will be watched and concerns that the events of the past few days will be too great of a distraction for you and your mother. My concerns are rooted in the events that I've observed over the past few days.

Additionally, I was hoping that you would continue to seek treatment as you have been doing instead of interrupting that treatment. My concerns for the children will be greatly decreased (long-term) once I know that Ben and Vanessa will not be unduly influenced or hurt should they become "messy" children or should their ability to follow your instructions NOT meet your high expectations.

During the next few days I will be continuing my work on our agreed plan to restore stability to our income and our savings and my career. I can understand why you and your family would like to be at the beach while I struggle with reconstructing our financial lives, but I would have hoped that you and your family could stay focused on restoring your peace of mind.

My Request:

I would also like you and your family to stay "on task" and continue to explore your treatment plans EXCLUSIVE of my presence and ideally my impact.

As I've stated before I do not believe the years of verbal and physical abuse are solely a result of my behavior. For example most married men I speak to are allowed to take the garbage out of the kitchen, or go into

8/30/2010



cabinet drawers without begging or being harassed.

I am sorry if this email or my request causes you or your family any discontent - but these are my honest thoughts at this time given the events of this week.

Thank you so much for working so hard to try and keep our family together. I love you and I hope we can all be together again someday.

Best,

Derek Syphrett

-----Original Message-----

From: Meg Wallace [<mailto:isabellmw@yahoo.com>]  
Sent: Thursday, July 01, 2010 1:31 PM  
To: [Dsyphrett@gmail.com](mailto:Dsyphrett@gmail.com)  
Cc: Meg Wallace  
Subject: Confirming Care of Children

Derek,

I am confirming our verbal agreement that it is OK for me to have the children in CT with me and too take them on vacation to Nags Head the week of July 4th threw July 11th 2010. We will keep in touch with you.

If I don't hear otherwise from you I will take this to mean you are still in agreement with our current plan.

Thank You,

Meg

Simply want to make sure there is no misunderstanding.

CONFIDENTIALITY NOTICE: This electronic message contains information which may be legally confidential and or privileged and does not in any case represent a firm ENERGY COMMODITY bid or offer relating thereto which binds the sender without an additional express written confirmation to that effect. The information is

8/30/2010

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# **EXHIBIT “L”**

despite extreme levels of stress, false statements from my employers, and co-workers who supported my claim that I was abused.

41. With regards to the allegations contained in paragraph 15, the plaintiff failed to mention the fact that the reason I was distracted from (not neglectful of) the children that day was that the co-worker I was speaking with would be a critical witness for my wrongful termination / whistle blowing case against my former employer. His potential credibility for my legal action was unequaled because he was a relative (brother-in-law) of the founder and he was the only other assistant director of sales at the company. So, his experiences, recollections, and his treatment by our employer had significant relevance to my own legal actions. The call with Pratik wasn't trivial and it could not be rescheduled due to Pratik's concerns for privacy. Pratik Patel was very nervous about talking to me after my termination because employees had been advised not to talk to me because I had made it clear that I was going to pursue criminal and civil charges against my employer. Pratik advised me that the July 26/26, 2010 call would be his one and only call to me prior to me pursuing my lawsuit.

42. The plaintiff again bends the truth in paragraph 17, when she states that I agreed that she could move with the children to Connecticut. The exhibit they use to assert this claim is an email from me on August 2. On July 3, and again on July 17<sup>th</sup>, the Defendant made it clear that he did not wish the children to remain in New Jersey for a period of greater than 7-days without a renewal/creation of a custody agreement. The Plaintiff never replied to these emails but clearly admits reading emails from me from July - August. I am certain that I did not say to keep the children in CT without returning to New Jersey. I was ok with my wife never returning, but not my children. It's true I gave her permission to leave with the children for a very short-term visit which included a trip to North Carolina. The trip to NC was cancelled due to my safety concerns for the children and the Plaintiff's family's non-response to my attempts to verbally get assurances that other adults would watch my children in addition to my mentally ill wife. Her brother Steven Wallace hung up when I called to get assurances that he would help watch the children and David Wallace refused to offer help and said he didn't want to get involved. When I

told him that I wouldn't let the children go to NC and that his mother would likely not go if Meg was alone with the children he claimed I was threatening him. I was not, it was a consequence of his family's lack of concern that complicated their NC vacation. For the record please note that Jean Wallace did not attend the beach vacation. This supports my claim that my wife's mental condition was fragile and she could not be left alone with the children in a fully furnished, child safe home. I assert if she needed help watching the kids in a safe environment then she had no business watching the kids alone in a non-childproof home, in a house full of drunken adults, dangerous luggage and personal items left unattended and a swimming pool.

43 This therapist is not very good or my wife is very crazy. I used 6 coping mechanisms that I learned from Cynthia Freidman one day prior to being attacked by my wife. The coping mechanisms failed and I was disappointed with Cynthia's diagnosis and treatment because my wife's failed treatment almost cost me my career and the 911 call my wife made could have traumatized my children. I launched into a tirade with my wife's therapist. This same therapist had allowed my wife to hit me during the prior therapy session while I was preparing my daughter's car seat and about to put my daughter in the car seat. The therapist, Dr. Cynthia Friedman, PhD, excused my wife's abuse in a session, and frankly I lost all respect for the Cynthia Friedman. Upon returning to my wife's therapy session I drove separately to the office because I no longer felt safe from harassment or physical violence when in the company of my wife. The only reason I went to the therapy session was to let her therapist know how mentally unstable I felt my wife had become and how the 911 call she made to prevent a mess was completely insane in my opinion and it could have caused me or my wife to go to jail and potentially ruined one of our careers. The therapist told me she would only allot a small portion of the session to me so I felt rushed and I listed all of my concerns and offered to play the recordings of multiple irrational outbursts by my wife. The therapist refused to listen to the outbursts because I was not her patient. I must say I am pleased I am not her patient and I wish my wife had a better therapist.

Later my wife told me that Dr. Cynthia Freidman advised her that she thought that I had a bi-polar

# EXHIBIT “B”

Currency Code: 6/1/2011 9:23:09 AM

Transaction Type	Date	Cleared Date	Index No	Document No	Amount	Description	Balance
RECEIPT	01/03/2011	01/03/2011	162991	133	17049.22	087667.00001 DEP FLEETA (LAW OFFICES OF JEF	17049.22
DISBURS	02/08/2011	02/08/2011	164135	9899	-569.47	087667.00001 MARGARET WALLACE	16479.75
DISBURS	04/06/2011	04/06/2011	166256	9953	-12600.00	087667.00001 MARGARET WALLACE	3879.75
DISBURS	05/17/2011	05/17/2011	167566	9975	-1260.00	087667.00001 MARGARET WALLACE	2619.75
DISBURS	05/17/2011	05/17/2011	167567	9974	-1260.00	087667.00001 Reversal due to reprint of trust check.	1359.75
DISBURS	05/17/2011	05/17/2011	167568	9974	1260.00	087667.00001 Reversal due to reprint of trust check.	2619.75
DISBURS	05/18/2011	05/18/2011	167603	9976	-1200.00	087667.00001 DR. JOSEPH J. COOPER, PSYD	1419.75
DISBURS	05/26/2011	05/17/2011	167829	9975	1260.00	087667.00001 MARGARET WALLACE	2679.75
TOTAL					2679.75		

# **EXHIBIT “C”**



CLERK OF SUPERIOR COURT  
SUPERIOR COURT OF N.J.  
MERCER COUNTY  
**RECEIVED AND FILED**

NOV 19 2010

**PREPARED BY THE COURT**

<p><b>Margaret Wallace,</b></p> <p style="text-align: right;"><b>Plaintiff,</b></p> <p>v.</p> <p><b>Derek Syphrett,</b></p> <p style="text-align: right;"><b>Defendant.</b></p>
---

*[Signature]*

**SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION - COURT  
FAMILY PART  
MERCER COUNTY**

**DOCKET NO. FM-11-97-11 K**

**CIVIL ACTION**

**ORDER**

**THIS MATTER** having been opened to the Court by the Plaintiff, Margaret Wallace, represented by Jennifer Weisberg Millner, Esq., requesting an Order granting relief as stated in the Notice of Motion; and the Defendant, Derek Syphrett, initially represented by Robert G. Swan, Esq. but thereafter represented by Jef Henninger, Esq., having opposed the Defendant's Motion and on Cross Motion requesting an Order granting relief as stated in the Notice of Cross Motion; and the Court having considered the certifications in support and in opposition thereto; and the Court having heard oral argument; and for good cause shown:

**IT IS** on this 19<sup>th</sup> day of November, 2010:

- 1) **ORDERED** that the Plaintiff's request to implement the Connecticut Consent Agreement regarding custody and parenting time, dated September 1, 2010, and designating the Plaintiff as the parent of primary residence, is **granted without prejudice to the Defendant to expand his parenting time should a risk assessment reveal no issues causing the Court to continue to limit his parenting time; and it is**

- 2) **FURTHER ORDERED** that the Plaintiff's request to restrain the Defendant from coming to the Plaintiff's current residence except for the period between 2:00 pm and 7:00 pm on Saturdays, during the Defendant's parenting time, is **granted without prejudice to the Defendant to expand his parenting time should a risk assessment reveal no issues causing the Court to continue to limit his parenting time; and it is**
- 3) **FURTHER ORDERED** that the Plaintiff's request that the Defendant be responsible for curbside pickup and drop-off is **granted; and it is**
- 4) **FURTHER ORDERED** that the Plaintiff's request to appoint a physician to conduct a psychiatric evaluation of Defendant and compelling Defendant to release all records of his psychiatric treatment to said physician is **denied, without prejudice**. However the Court will order the Defendant to undergo a risk assessment with Dr. Robert Rosenbaum, of Bunker Hill Consultation Center. Defendant to contact Dr. Rosenbaum's office within five (5) days of the date of this order, at telephone number 908-874-5115. The cost of the risk assessment to be paid by the Defendant; and it is
- 5) **FURTHER ORDERED** that the Plaintiff's motion to compel the Defendant to pay the *pendente lite*, non-taxable support in the amount of \$1,972.00 per month, to be paid by the first of each month through the Probation Department, retroactive to June 25, 2010, with arrears to be paid immediately is **denied, without prejudice**. Defendant to pay unallocated support in the amount of \$1,260.00 per month effective September 28, 2010 the date the

Plaintiff filed her certification Arrears shall be repaid at the rate of \$100.00 per week for a total of \$1,690.00 per month; and it is

- 6) **FURTHER ORDERED** that the Plaintiff's request to require that the Defendant be solely responsible for, and/or make current all expenses related to the marital residence, without prejudice *pendente lite*, and that all bills be transferred exclusively into the Defendant's name within ten (10) days of the date of the Order is **granted in part and denied in part**. First and foremost "all the bills" cannot be transferred into Defendant's name as the mortgage is both parties' names. All utilities shall be placed in Defendant's name. In addition, the Defendant shall pay the all utilities (he may discontinue cable or reduce same) and maintain the home in the form of repairs and maintenance. In light of the fact that the mortgage is two months behind and the parties agree the house should be sold at a "short sale" since they have begun receiving foreclosure notices. While the Court does not order same, the parties should make arrangement as soon as possible with their mortgage company for a short sale (if agreeable with the mortgage company) and thereafter list the home for sale immediately; and it is
- 7) **FURTHER ORDERED** that the Plaintiff's request to require the Defendant to reimburse the Plaintiff for the cost of medical insurance through her employer in the amount of \$587.16 is **denied without prejudice subject to reallocation at the time of trial**; and it is
- 8) **FURTHER ORDERED** that the Plaintiff's request to require the Defendant to be responsible for any and all unreimbursed medical, hospital, dental,

orthodontic, psychological, prescription drug and ophthalmologic expenses incurred on behalf of the Plaintiff and children [ and to reimburse Plaintiff] within five (5) days for any monies that Plaintiff advances for these expenses is denied, without prejudice. Defendant shall contribute two-thirds and the Plaintiff shall contribute one-third towards unreimbursed expenses for the children only. The parties shall be responsible for their own unreimbursed health expenses, without prejudice; and it is

- 9) **FURTHER ORDERED** that the Plaintiff's request to restrain and enjoin the Defendant from selling, transferring, dissipating or further hypothecating any assets which are in his name or in the parties' joint names is granted and shall be mutual. Plaintiff's request requiring the Defendant to reimburse the Plaintiff \$116.82 which represents one-half (1/2) of the balance of the parties' joint Bank of America account that were already dissipated by the Defendant within seven (7) days of this Order is denied without prejudice and subject to reallocation at the time of trial; and it is
- 10) **FURTHER ORDERED** that the Plaintiff's request to restrain the Defendant from further removing, selling, damaging or otherwise disposing of the parties' household furniture and other items is granted; and it is
- 11) **FURTHER ORDERED** that the Plaintiff's request for permission to enter the marital home to retrieve certain items on an in-kind basis and take inventory as proof of the home's current condition and contents is granted in part and denied in part. The Plaintiff may return to the home, upon notice and consent by the Defendant to take inventory, etc. However, unless the Parties

agree upon partial or full equitable distribution of their personalty and furnishings, the Plaintiff cannot retrieve certain items on an in-kind basis; and it is

- 12) **FURTHER ORDERED** that the Plaintiff's request to require the Defendant to maintain Plaintiff as the primary beneficiary on all insurance policies and retirement assets as they existed two (2) years prior to the filing of the Complaint for Divorce, *pendente lite*, is **granted in part. Defendant shall maintain all policies and retirement assets that were in effect 90 days prior to the filing of the complaint; and it is**
- 13) **FURTHER ORDERED** that the Plaintiff's request to require the Defendant to provide proof that the Plaintiff is designated as the primary beneficiary on all insurance policies and retirement assets within seven (7) days of this Order is **granted; and it is**
- 14) **FURTHER ORDERED** that the Plaintiff's request to compel the Defendant to pay \$10,000 in prospective counsel fees to the counsel for Plaintiff is **denied without prejudice; and it is**
- 15) **FURTHER ORDERED** that the Plaintiff's request to compel the Defendant to pay counsel fees and costs in connection with this application is **denied without prejudice subject to reallocation at the time of trial; and it is**
- 16) **FURTHER ORDERED** that the Defendant's request for partial custody of the parties' two minor children is **denied as moot. The Defendant already has temporary joint legal custody by way of a Consent order; and it is**

- 17) **FURTHER ORDERED** that the Defendant's request to compel the Plaintiff to support the two minor children while in his partial custody is **denied**; and it is
- 18) **FURTHER ORDERED** that the Defendant's request to compel the Plaintiff to provide her complete medical records and to submit to a psychiatric evaluation to determine her ability to co-parent the parties' two children is **denied**; and it is
- 19) **FURTHER ORDERED** that the Defendant's request for attorney fees and costs in connection with this application is **denied**.



CATHERINE FITZPATRICK, P.J.F.P.

# **EXHIBIT “D”**

CLERK OF SUPERIOR COURT  
SUPERIOR COURT OF N.J.  
MERCER COUNTY  
RECEIVED

PREPARED BY THE COURT

MAR 09 2011

<p><b>Margaret Wallace,</b></p> <p style="text-align: right;"><b>Plaintff,</b></p> <p>v.</p> <p><b>Derek Syphrett,</b></p> <p style="text-align: right;"><b>Defendant.</b></p>
--

*Deborah...*  
 SUPERIOR COURT OF NEW JERSEY  
 CHANCERY DIVISION  
 FAMILY PART  
 MERCER COUNTY

DOCKET NO. FM-11-97-11 K

CIVIL ACTION

PENDENTE LITE ORDER & CASE MANAGEMENT ORDER (R.5:5-6)

THIS MATTER having been opened to the Court on February 18, 2011, the Honorable Catherine Fitzpatrick, P.J.F.P. presiding, by the Plaintiff, Margaret Wallace, represented by Jennifer Welsberg Millner, Esq., requesting an Order granting relief as stated in the Notice of Motion; and the Defendant, Derek Syphrett, a self-represented litigant, having filed written opposition and a Cross Motion requesting an Order granting relief as stated in the Notice of Cross Motion; and the Court having considered the certifications in support and opposition thereto; and the Court having heard oral argument; and for good cause shown:

IT IS on this 11<sup>th</sup> day of March 2011:

- 1) **ORDERED** that the Plaintiff's motion to request uphold its November 21, 2010 Order appointing Dr. Rosenbaum to conduct a risk assessment on the Defendant is moot, as the Court has appointed Dr. Cooper to perform the risk assessment in the February 4, 2011 Order; and it is



- 2) **FURTHER ORDERED** that the Plaintiff's motion to suspend the Defendant's unsupervised parenting time until such time as the risk assessment is completed is **denied without prejudice**; and it is
- 3) **FURTHER ORDERED** that the Plaintiff's motion to appoint the Plaintiff as attorney in fact for the Defendant so she may be able to take any and all steps necessary on behalf of Defendant to short sell and/or effect a deed in lieu of foreclosure on the marital home located at 8 Florister Drive, Hamilton, NJ, including but not limited to executing all documents on the Defendant's behalf is **reserved pending additional documentation from the Plaintiff to include verification from the mortgage company that they will 1) accept a deed in lieu of foreclosure and/or 2) agree to a short sale and 3) that the marital residence must be listed for sale for 90 days before the mortgage company will accept a deed in lieu of foreclosure or agree to a short sale. Following receipt of that documentation, the Court will make a determination**; and it is
- 4) **FURTHER ORDERED** that the Plaintiff's motion to allow the Plaintiff to list the marital home located at 8 Florister Drive, Hamilton, NJ for sale immediately for a period of at least ninety (90) days with a realtor is **reserved pending receipt of the above documentation**; and it is
- 5) **FURTHER ORDERED** that the Plaintiff's motion to, at the close of ninety (90) days allow the Plaintiff to take whatever steps necessary to effectuate a short sale and/or deed in lieu of foreclosure with Bank of America, or any

predecessor or successor institution holding the mortgage on the marital home is reserved pending receipt of the above documentation; and it is

- 6) **FURTHER ORDERED** that the Plaintiff's motion to find the Defendant in violation of litigant's rights for his failure to pay *pendente lite* support is **granted** and authorizing the release of funds to the Plaintiff from the trust account established pursuant to the Court's November 17, 2010 Order in the amount of \$5,040, or whatever arrears are due and owing as of February 18, 2011 is **granted by consent**; and it is
- 7) **FURTHER ORDERED** that the Plaintiff's motion to authorize the release of funds to the Plaintiff from the trust account in the amount of \$1,260 per month for *pendente lite* support, payable on the first day of each month following the Order of this Court is **granted by consent**; and it is
- 8) **FURTHER ORDERED** that the Plaintiff's motion to compel the Defendant to provide the Plaintiff's attorney, Jennifer Weisberg Millner, Esq. with an inventory of all items of furniture contained in the Connecticut storage unit within five (5) days of the date of this Order is **granted**; and it is
- 9) **FURTHER ORDERED** that the Plaintiff's motion to find that any and all debt associated with the storage unit shall be the sole and exclusive responsibility of the Defendant, including the amount of arrears for non-payment as well as any loss in the event that the storage unit is foreclosed upon and the items are sold at auction is **granted**; and it is
- 10) **FURTHER ORDERED** that the Plaintiff's motion to appoint the Plaintiff as attorney in fact for the Defendant so she may be able to take any and all

steps necessary on behalf of the Defendant to fill out the necessary documents to give the Plaintiff equal rights to the storage unit, including, but not limited to, allowing the Plaintiff access to the Connecticut storage unit is **denied without prejudice**. However, by consent, the Defendant will sign an authorization to be prepared by the Plaintiff's attorney to permit the Plaintiff, accompanied by a Groton police officer, to view the contents of the storage unit for the purpose of a one-time inventory; and it is

- 11) **FURTHER ORDERED** that the Plaintiff's motion to compel the Defendant to turn over the Nissan Maxima to the Plaintiff, in addition to any and all current insurance cards, copies of keys, current registration cards, and title of the vehicle, within five (5) days of the date of this Order is **reserved, pending receipt by the Court and by the Defendant, of additional information from the Plaintiff about the state of the car damage from the insurance company**; and it is
- 12) **FURTHER ORDERED** that the Plaintiff's motion to enter Judgment and ordering reimbursement in the amount of \$674.00 against the Defendant for parking tickets incurred by the Defendant and paid by the Plaintiff is **granted by consent**; and it is
- 13) **FURTHER ORDERED** that the Plaintiff's motion to appoint the Plaintiff as attorney in fact for the Defendant to execute any and all authorizations on Defendant's behalf, for the release of records from Capital One Bank and Bank of America is **granted**. As to Plaintiff's request that same to apply, as

well as to authorizations with regard to the parties' marital finances going forward is denied without prejudice; and it is

14) **FURTHER ORDERED** that the Plaintiff's motion to enter default against the Defendant and setting the matter down for a final hearing is denied as moot; and it is

15) **FURTHER ORDERED** that the Plaintiff's alternative motion to immediately set a Case Management Conference and setting specific scheduling deadlines is granted. The parties are to meet the following discovery deadlines, outlined below:

- i. The Plaintiff will timely reply to the Defendant's answer and counterclaim;
- ii. The Defendant will send his Interrogatories to the Plaintiff's attorney by March 18, 2011, unless the parties submit a Consent Order agreeing to extend this deadline or the Defendant files a motion requesting same;
- iii. So long as the Defendant's interrogatories are reasonable in terms of the number and nature of the questions, the Plaintiff will attempt to answer same on an expedited basis, or thirty days. If the Plaintiff finds that any of the questions are not relevant to the divorce action, the Plaintiff is permitted to respond "not applicable," or "objectionable." If the Defendant believes that those questions are applicable to the divorce action, he may file a Motion to demand an answer to same;
- iv. Both parties do not intend to take depositions;
- v. The Defendant will sign an authorization prepared by the Plaintiff's attorney, Ms. Millner, to release copies of the parties' credit card statements for the past three years, including the Defendant's Bank of America and Capital One Credit Cards. The authorization shall direct that the companies release copies of the records for the past three years to both of the parties and that the Plaintiff shall be responsible for all costs incurred with respect to same; and it is

- 16) **FURTHER ORDERED** that the Plaintiff's motion for counsel fees and costs of this application to Plaintiff is **denied without prejudice and subject to reconsideration at the time of trial** ; and it is
- 17) **FURTHER ORDERED** that the Defendant's cross motion to vacate the Order appointing Dr. Rosenbaum to conduct a risk assessment and/or to appoint a new doctor to perform the risk assessment is **moot as discussed in paragraph 1 above**; and it is
- 18) **FURTHER ORDERED** that the Defendant's cross motion to direct the Plaintiff to be responsible for paying the cost of the risk assessment is **denied**; and it is
- 19) **FURTHER ORDERED** that the Defendant's cross motion to compel the Plaintiff to reimburse him for \$5,000 that was paid to the Plaintiff's attorney out of the trust account is **denied**; and it is
- 20) **FURTHER ORDERED** that the Defendant's cross motion to pay the remaining \$5,100 liability to Magic Lamp LLC due to the Plaintiff's alleged interference is **denied without prejudice**; and it is
- 21) **FURTHER ORDERED** that the Defendant's cross motion for increased parenting time, sole custody, and/or a new parenting time schedule is **denied without prejudice, and will be addressed as soon as the risk assessment is completed**; and it is
- 22) **FURTHER ORDERED** that the Defendant's cross motion to permit the Defendant's *pendente lite* support obligation to be paid out of the trust account is **granted by consent**; and it is

- 23) **FURTHER ORDERED** that the Defendant's cross motion to reduce his *pendente lite* support amount based upon the Defendant's current income/unemployment benefits is **denied without prejudice**; and it is
- 24) **FURTHER ORDERED** that the Defendant's cross motion to compel the Plaintiff to undergo a risk assessment is **denied without prejudice**; and it is
- 25) **FURTHER ORDERED** that the Defendant's cross motion to direct that funds be released from the trust account to cover the Defendant's monthly expenses is **denied in part and reserved in part**, with respect to the **medical and/or psychological care, pending receipt of the following: (1) an updated and fully completed Case Information Statement; (2) proof of his efforts to obtain employment; and (3) information regarding his insurance policy, including the deductible and coverage as to mental health care. Defendant to provide proof of same within 30 days of the date of this order**; and it is
- 26) **FURTHER ORDERED** that the Defendant's cross motion to "disband" the current divorce proceeding **denied**; and it is
- 27) **FURTHER ORDERED** that the Defendant's cross motion for the Honorable Catherine Fitzpatrick to recuse herself is **denied**.

The reasons for this  
Order have been set  
forth on the record by  
the Court.

February 18, 2011



CATHERINE FITZPATRICK, P.J.F.P.

# **EXHIBIT “E”**



**Fox Rothschild** LLP  
ATTORNEYS AT LAW

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Jennifer Weisberg Millner  
Direct Dial: (609) 895-6712  
Email Address: jmillner@foxrothschild.com

May 19, 2011

**VIA FACSIMILE & REGULAR MAIL**

The Honorable Catherine Fitzpatrick, P.J.F.P.  
Mercer County Courthouse – Family Division  
175 South Broad Street  
P.O. Box 8068  
Trenton, NJ 08650-0068

**Re: Wallace v. Syphrett**  
**Docket No. FM-11-97-11K**

Dear Judge Fitzpatrick:

This correspondence in response to the issue of child support disbursements from the trust account presently held at Fox Rothschild, LLP, about which I understand Mr. Syphrett has had concerns.

Upon review of the child support disbursements, it seems as if arrears were mistakenly calculated retroactive to June 25, 2010, as opposed to September 28, 2010, as provided by the Court's November 21, 2010 Order. The Order listed both dates, however, and therefore the former was inadvertently used for the calculations.

As a result of the miscalculation, Ms. Wallace has been in receipt of \$12,600 for ten (10) months of child support from the trust account to date. The correct overall disbursements from September 28, 2010 to May 1, 2011 is \$10,080 (\$1,260 \* 8). In order to account for the two (2) months overpayment, I propose that my firm not make disbursements from the trust account for child support for the months of June and July. The child support payments would resume on August 1, 2011. I would respectfully ask that the Court advise in writing if this is acceptable.

LV1 1390888v1 05/19/11

A Pennsylvania Limited Liability Partnership

California Connecticut Delaware District of Columbia Florida Nevada New Jersey New York Pennsylvania





Fox Rothschild LLP  
ATTORNEYS AT LAW

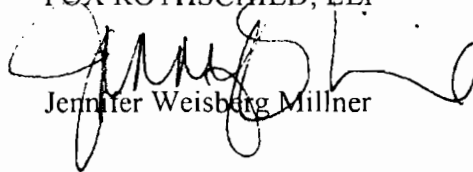
Honorable Catherine Fitzpatrick, P.J.F.P.

May 19, 2011

Page 2

I sincerely apologize for the miscalculation and assure the Court that it was nothing more than inadvertence. I would be willing to participate in a phone conference on this issue at Your Honor's convenience.

Respectfully Submitted,  
FOX ROTHSCHILD, LLP



Jennifer Weisberg Millner

JWM/etb

cc: Margaret Wallace  
Derek Syphrett, *Pro Se* (via email)

# **EXHIBIT “F”**

CLERK OF SUPERIOR COURT  
SUPERIOR COURT OF N.J.  
MERCER COUNTY  
**RECEIVED & FILED**

**PREPARED BY THE COURT**

**MAY 19 2011**

**Margaret Wallace,**  
**Plaintiff,**

**v.**

**Derek Syphrett,**  
**Defendant.**

**SUPERIOR COURT OF NEW JERSEY**  
**CHANCERY DIVISION -**  
**FAMILY PART SUE REG. 4-1**  
**MERCER COUNTY**  
DEPUTY CLERK OF SUPERIOR COURT

**DOCKET NO. FM-11-97-11 K**

**CIVIL ACTION**

**ORDER**

**THIS MATTER** having been opened to the Court on May 13, 2011, the Honorable Catherine Fitzpatrick, P.J.F.P. presiding, by the Defendant, Derek Syphrett, a self-represented litigant, requesting an Order granting relief as stated in the Notice of Motion; and the Plaintiff, Margaret Wallace, represented by Jennifer Weisberg Millner, Esq., having filed written opposition and a Cross Motion requesting an Order granting relief as stated in the Notice of Cross Motion; and the Court having considered the certifications in support and opposition thereto; and the Court having heard oral argument; and for good cause shown:

**IT IS** on this 19<sup>th</sup> day of May, 2011:

- 1) **ORDERED** that the Defendant's motion to vacate the risk assessment the Court previously Ordered for the Defendant to undergo with Dr. Rosenbaum **is denied as moot**; and it is
- 2) **FURTHER ORDERED** that the Defendant's motion to vacate the risk assessment the Court Ordered the Defendant to undergo with Dr. Cooper **is denied**; and it is

- 3) **FURTHER ORDERED** that the Defendant's motion for Fox Rothschild to release funds from the escrow account to cover the cost of the risk assessment with Dr. Cooper is **granted by consent**; and it is
- 4) **FURTHER ORDERED** that the Defendant's motion to schedule additional parenting time with the parties' children in order to make up past parenting time that the Defendant missed due to transportation issues is **denied without prejudice pending the completion and outcome of the risk assessment with Dr. Cooper**; and it is
- 5) **FURTHER ORDERED** that the Defendant's motion to compel the Plaintiff to provide monthly updates regarding the children's health and developmental milestones is **granted by consent, and shall be provided by email, to include well visit appointments and information, and vaccinations**; and it is
- 6) **FURTHER ORDERED** that the Defendant's motion to reduce his child support obligation is **denied without prejudice**; and it is
- 7) **FURTHER ORDERED** that the Defendant's motion to compel the Plaintiff to reimburse him \$130 within five (5) days of the date of this Order is **denied**; and it is
- 8) **FURTHER ORDERED** that the Defendant's motion to enjoin the Plaintiff from transferring any marital assets, namely the car, is **denied as moot**; and it is
- 9) **FURTHER ORDERED** that the Defendant's motion to appoint the Defendant as attorney-in-fact on behalf of the Plaintiff with authorization to take any necessary steps to dispose of the marital home located at 8 Florister Drive, in

Hamilton, NJ, including but not limited to executing all documents on the Plaintiff's behalf is denied. The parties are to list the home for sale with Barbara Harris at Weidel. The listing agreement is to be signed within two (2) weeks of the date of the Order and the parties must cooperate and follow the recommendations of the agent as to listing price, necessary repairs, updates to the home and reasonable offers on the home. Neither party can unreasonably withhold their consent to a fair offer on the home. By consent, the parties are to install a lockbox to permit the real estate agent to show the home. In the event that either party fails to cooperate with the listing and sale of the home, the other party may file an application with the Court which will be heard on an emergent basis; and it is

- 10) **FURTHER ORDERED** that the Defendant's motion to appoint the Defendant as attorney-in-fact on behalf of the Plaintiff with regard to the Nissan Maxima is denied; and it is
- 11) **FURTHER ORDERED** that the Defendant's motion to compel the Plaintiff to seek residence in New Jersey as soon as practicable is denied without prejudice and the issue may be raised at trial; and it is
- 12) **FURTHER ORDERED** that the Defendant's motion for residential custody of the parties' children pending the outcome of the Defendant's risk assessment and the Defendant's job search is denied without prejudice; and it is
- 13) **FURTHER ORDERED** that the Defendant's motion for additional time to file interrogatories is granted. The Defendant must provide the

**Interrogatories, Notice(s) to Produce and an updated Case Information Statement to the Plaintiff's attorney within thirty (30) days of the date of this Order; and It is**

- 14) **FURTHER ORDERED** that the Defendant's motion to restrain the Plaintiff from "coaching" the children while they are on the telephone is **denied without prejudice, as the Court was not convinced the Plaintiff was coaching the children. Neither party however should coach the children; and it is**
- 15) **FURTHER ORDERED** that the Defendant's motion to compel the Plaintiff to be responsible for transporting the children to the Defendant's residence in New Jersey, with curbside drop off, until such time as the Defendant's transportation issues are resolved, is **denied pending the outcome of the risk assessment; and it is**
- 16) **FURTHER ORDERED** that the Defendant's motion to find that the Connecticut custody agreement was signed by the Defendant under duress and to vacate same is **denied without prejudice and the issue may be raised at trial; and it is**
- 17) **FURTHER ORDERED** that the Defendant's motion for the Court to set a deadline for depositions to be conducted is granted **the Parties are permitted to take depositions, however, same must be completed within forty-five (45) days of the date of this Order; and It is**
- 18) **FURTHER ORDERED** that the Defendant's motion to set a new parenting time schedule with the Defendant to have parenting time with the parties'

children from 2 p.m. every Saturday until 12 noon on Sunday **denied without prejudice pending the outcome of the risk assessment**; and it is

- 19) **FURTHER ORDERED** that the Defendant's motion to compel the Plaintiff to undergo a risk assessment within five (5) days of the date of the Order is **denied without prejudice**; and it is
- 20) **FURTHER ORDERED** that the Defendant's motion for the Honorable Catherine Fitzpatrick, P.J.F.P., to recuse herself in the above-captioned matter is **denied**; and it is
- 21) **FURTHER ORDERED** that the Defendant's motion to compel the Plaintiff to return the property to the marital residence that she took has been **withdrawn by the Defendant**; and it is
- 22) **FURTHER ORDERED** that the Defendant's motion to punish the Plaintiff and her attorney for submitting false statements to the Court is **denied without prejudice**; and it is
- 23) **FURTHER ORDERED** that the Plaintiff's cross motion to deny the Defendant's motion in its entirety is **denied**; and it is
- 24) **FURTHER ORDERED** that the Plaintiff's cross motion to remove the Defendant's Exhibit F from consideration of the Court is **granted**; and it is
- 25) **FURTHER ORDERED** that the Plaintiff's cross motion to deny as moot the Defendant's request to have the risk assessment paid for out of the funds held in escrow by Fox Rothschild is **granted**; and it is
- 26) **FURTHER ORDERED** that the Plaintiff's cross motion to compel the Defendant to schedule the risk assessment within five (5) days of the date of

this Order and to cooperate with Dr. Cooper regarding same, including arranging and attending appointments and providing any and all requested documents is **granted**; and it is

- 27) **FURTHER ORDERED** that the Plaintiff's cross motion to discontinue the Defendant's unsupervised parenting time until the Defendant completes his risk assessment is **denied**; and it is
- 28) **FURTHER ORDERED** that the Plaintiff's cross motion to permit the Plaintiff to enter the marital home, accompanied by the Hamilton Township Police Department to recover items of a personal nature not subject to equitable distribution is **granted**; and it is
- 29) **FURTHER ORDERED** that the Plaintiff's cross motion to appoint the Plaintiff as attorney in fact for the Defendant so that she may be able to take any and all steps necessary on behalf of the Defendant to short sell and/or effectuate a deed in lieu of foreclosure on the marital home, located at 8 Florister Drive, Hamilton, New Jersey, including but not limited to executing documents on Defendant's behalf is **denied without prejudice, and the parties are directed to follow paragraph 13 above as to the listing and sale of the home**; and it is
- 30) **FURTHER ORDERED** that the Plaintiff's cross motion to permit the Plaintiff to list the marital home for sale immediately with Weidel Realtors for a period of at least ninety (90) days is **granted, as per paragraph 13 above**; and it is
- 31) **FURTHER ORDERED** that the Plaintiff's cross motion to permit the Plaintiff, at the close of ninety (90) days, to take whatever steps necessary to



effectuate a short sale and/or deed in lieu of foreclosure with the institution holding the mortgage on the marital home is granted in part. As outlined in paragraph 13 above, the parties are to follow the recommendations of the realtor as to the listing and sale of the marital home. In the event that the property is not sold after ninety (90) days, the parties are to make arrangements with the mortgage company for either accepting a Deed in lieu of Foreclosure or accepting a short sale; and it is

- 32) **FURTHER ORDERED** that the Plaintiff's cross motion to compel the Defendant to provide to the Plaintiff's attorney the following information within ten (10) days of the date of the Order: (1) an inventory of the items in the Connecticut storage unit, (2) an updated Case Information Statement, (3) efforts of the Defendant's job search, and (4) discovery is granted in part and denied in part. The Defendant is to provide an inventory of the storage unit within 10 days and the remaining information within 30 days of the date of this Order. The Plaintiff's cross motion to sanction the Defendant in the event that he fails to do so is denied without prejudice, however, his failure to timely submit these documents could negatively impact him at trial; and it is
- 33) **FURTHER ORDERED** that the Plaintiff's cross motion to compel the Defendant to provide proof of his payment history and dates of access of the storage unit within five (5) days of the date of this Order is granted; and it is
- 34) **FURTHER ORDERED** that the Plaintiff's cross motion to permit the Plaintiff to remove the items from storage and store them in her parent's home until the

items are equitably distributed, in the event that the Defendant falls behind more than one (1) month on his payments to the storage company is granted; and it is

35) **FURTHER ORDERED** that the Plaintiff's cross motion to compel the Defendant to surrender the Nissan Maxima to the insurance company within five (5) days of the date of this Order is granted. The Defendant shall contact the insurance company directly and make arrangements to surrender the vehicle. The Defendant shall be entitled to receive the proceeds from the insurance company, after the car loan is paid, and the Plaintiff shall sign over the check to him directly<sup>1</sup> if it is in her name or in joint names ; and it is

36) **FURTHER ORDERED** that the Plaintiff's cross motion to authorize the release of \$674 to the Plaintiff from the Fox Rothschild escrow account to reimburse the Plaintiff for parking tickets she paid that were incurred by the Defendant within five (5) days of the date of this Order is granted; and it is

37) **FURTHER ORDERED** that the Plaintiff's cross motion to compel the Defendant to provide proof within two (2) days of the date of the Order that the Plaintiff remains the beneficiary on the Defendant's life insurance and/or retirement assets is granted in part. The Defendant is to provide proof as to when the life insurance policy lapsed as he has certified he let the policy lapse. With respect to retirement assets, same is granted. However Defendant shall provide proof within ten (10) days of the date of this order; and it is

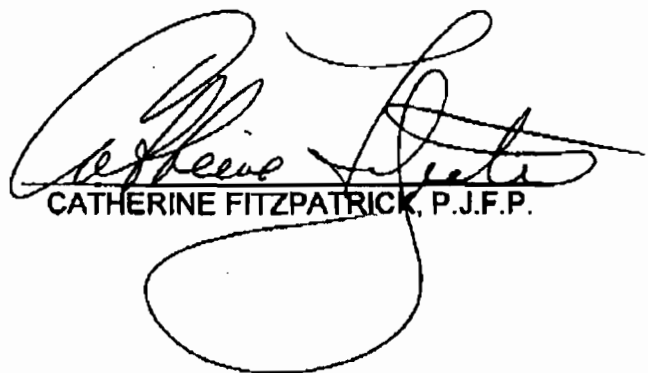
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<sup>1</sup> Which means that the check does not need to first be deposited in the Fox Rothschild escrow account.

- 38) **FURTHER ORDERED** that the Plaintiff's cross motion to permit the Plaintiff to take an out-of-state vacation with the parties' children to Nag Head, Carolina, from July 5 through July 11, 2011 is **granted**; and it is
- 39) **FURTHER ORDERED** that the Plaintiff's cross motion for counsel fees and costs incurred in connection with this application is **denied without prejudice and subject to reallocation at the time of trial**; and it is

The reasons for this Order have been set forth on the record by the Court.

May 13, 2011



CATHERINE FITZPATRICK, P.J.F.P.

# **EXHIBIT “G”**

NOT FOR PUBLICATION WITHOUT THE  
APPROVAL OF THE APPELLATE DIVISION

SUPERIOR COURT OF NEW JERSEY  
APPELLATE DIVISION  
DOCKET NOS. A-3709-09T3  
A-5461-09T3

MELANIE MILLER, f/k/a  
MELANIE TAFARO,

Plaintiff-Respondent,

v.

STEPHEN TAFARO,

Defendant-Appellant.

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Submitted April 12, 2011 - Decided May 27, 2011

Before Judges Graves, Waugh and St. John.

On appeal from Superior Court of New Jersey,  
Chancery Division, Family Part, Hunterdon  
County and Warren County, Docket No. FM-  
10-339-03.

Stephen Tafaro, appellant pro se.

Respondent has not filed a brief.

PER CURIAM

In these consolidated appeals, defendant Stephen Tafaro seeks reversal of two post-judgment matrimonial orders relating to college costs for his children. The first order was entered

on March 1, 2010, by Judge Julie M. Marino,<sup>1</sup> and the second was entered on June 23, 2010, by Judge Kimarie Rahill. We affirm.

The factual background of the parties' relationship and ongoing disputes has been outlined in four prior decisions by this court. Miller v. Tafari, Nos. A-2120-09 & A-3039-09 (January 7, 2011) (Tafari IV); Tafari v. Tafari, No. A-4469-07 (May 12, 2009) (Tafari III); Tafari v. Tafari, No. A-1189-05 (August 16, 2006) (Tafari II); Tafari v. Tafari, No. A-4402-04 (July 13, 2006) (Tafari I). Therefore, we will provide only a brief summary.

Following a seventeen-year marriage, the parties divorced on June 2, 2004. They have two children: Andrew, born in 1989, and Emily, born in 1990. The parties' property settlement agreement (PSA) provided for joint legal custody of the children and indicated that future college costs would be addressed "at the time they are incurred." It further stated that "the input of both parents" would be relevant to the children's college choice and that neither parent could "unreasonably withhold consent."

However, a Family Part order entered on November 4, 2004, granted plaintiff "final authority" regarding "major decisions

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<sup>1</sup> Defendant appeals only paragraphs nineteen and twenty of the March 1, 2010 order.

affecting [the] children," including "schooling." Defendant sought reconsideration and ultimately appealed, but we affirmed the order in Tafaro I, supra, slip op. at 15.

Several years later, plaintiff sought contribution from defendant for Andrew and Emily to attend Rutgers University and Bryn Mawr College, respectively. On March 20, 2008, the court entered an order apportioning the parties' responsibility for college costs based on their relative income. Defendant's portion was set at 75%, and plaintiff's at 25%. Defendant again appealed, and we affirmed. Tafaro III, supra, slip op. at 13.

Over the years that followed, plaintiff repeatedly sought enforcement of these two orders by the Family Part, and defendant fought to avoid payment, claiming that he retained joint legal custody and had withheld his consent for the children to attend their chosen schools. Nevertheless, the court consistently enforced the terms of the November 4, 2004, and March 20, 2008 orders. Judge Ann R. Bartlett presided over most of the proceedings.

Defendant sued Judge Bartlett in December 2009, alleging that she had violated his civil rights. Although the complaint was dismissed, Judge Bartlett recused herself, and the orders at issue were entered by Judges Marino and Rahill.

In relevant part, the March 1, 2010 order denied defendant's requests to (1) "reword" a prior order that required the Hunterdon County Probation Department "to provide Defendant with an itemized list of all child and spousal support arrears"; and (2) credit the amount of \$24,223.48 to defendant's child support account due to "excessive child support paid." The June 23, 2010 order required defendant to pay a total of \$27,913.40 for his children's Spring and Summer 2010 college costs. It also denied as moot defendant's request for Judge Bartlett to recuse herself and rejected defendant's applications for an injunction "on all monetary orders," "a full plenary hearing to justify the monetary awards," and reimbursement for costs and fees.

Defendant raises the following issues on appeal in A-3709-09:

POINT ONE

JUDGE MARINO'S DECISION VIOLATES THE PARTIES' PROPERTY SETTLEMENT AGREEMENT.

POINT TWO

JUDGE MARINO HAS FAILED TO RECOGNIZE THE PERTINENT FACTS PRESENTED BY THE DEFENDANT AND HAS BASED HER DECISION ON ILLOGICAL AND UNSUPPORTED CONCLUSIONS.

He makes these additional claims in A-5461-09:



POINT ONE

JUDGE RAHILL'S CONCLUSION THAT THE DEFENDANT DOES NOT HAVE JOINT LEGAL CUSTODY IS BASED ON ILLOGICAL CONCLUSIONS THAT OFFEND JUSTICE.

POINT TWO

JUDGE RAHILL'S CONCLUSION THAT DEFENDANT DOES NOT HAVE JOINT LEGAL CUSTODY VIOLATES THE PARTIES' PROPERTY SETTLEMENT AGREEMENT, IS BASED ON ILLOGICAL REASONING AND OFFENDS JUSTICE.

POINT THREE

JUDGE RAHILL'S CONCLUSION THAT THE DEFENDANT DOES NOT HAVE JOINT LEGAL CUSTODY VIOLATES THE DEFENDANT'S CIVIL RIGHTS, PAST JUDICIAL DECISIONS AND OFFENDS JUSTICE.

POINT FOUR

JUDGE RAHILL IGNORED THE FACT THAT SEVEN OUT OF THE TWELVE NEWBURGH FACTORS FOR EMILY TAFARO WERE NEVER ANSWERED BY PLAINTIFF.

POINT FIVE

JUDGE RAHILL'S STATEMENT OF REASONS RELIES ON NUMEROUS ERRONEOUS STATEMENTS AND OFFENDS JUSTICE.

POINT SIX

JUDGE RAHILL'S REASONING FOR THE DEFENDANT HAVING TO PAY FOR THE PLAINTIFF'S LOANS IS TOTALLY ERRONEOUS AND OFFENDS JUSTICE.

POINT SEVEN

JUDGE RAHILL'S DENIAL TO RECUSE JUDGE BARTLETT FROM HEARING THIS MATTER IS NOT A MOOT POINT; PERTINENT EVIDENCE HAS BEEN

IGNORED, THE REASONING IS BASED UPON  
ILLOGICAL CONCLUSIONS AND OFFENDS JUSTICE.

POINT EIGHT

JUDGE RAHILL'S DENIAL OF THE DEFENDANT'S  
REQUEST FOR INJUNCTIVE RELIEF IS BASED UPON  
INACCURATE AND ILLOGICAL CONCLUSIONS AND  
OFFENDS JUSTICE.

POINT NINE

JUDGE RAHILL'S DECISION TO DENY A PLENARY  
HEARING IS BASED UPON ILLOGICAL REASONING  
AND OFFENDS JUSTICE.

POINT TEN

JUDGE RAHILL IGNORED PERTINENT CASE LAW  
PRESENTED BY THE DEFENDANT.

Having reviewed these issues in light of the entire record  
and the applicable law, we conclude that they are clearly  
without merit and do not warrant extended discussion in a  
written opinion. R. 2:11-3(e)(1)(E). We add only the following  
comments.

"Law of the case" is a discretionary doctrine that  
"operates to prevent relitigation of a previously resolved  
issue." In re Estate of Stockdale, 196 N.J. 275, 311 (2008);  
see also Pressler & Verniero, Current N.J. Court Rules, comment  
4 on R. 1:36-3 (2011) (describing "law of the case" as "a non-  
binding discretionary rule intended, unless there is good cause  
not to do so, to avoid relitigation before the same court of the  
same issue in the same controversy"). Once the window to appeal

an order expires, that order becomes the law of the case. Borden v. Cadles of Grassy Meadows II, LLC, 412 N.J. Super. 567, 580 (App. Div. 2010). Furthermore, "[a]n appellate decision on the merits is final though it does not terminate the case, and it becomes the law of the case." Acuna v. Turkish, 384 N.J. Super. 395, 407 (App. Div. 2006) (citing State v. Myers, 239 N.J. Super. 158, 164 (App. Div.), certif. denied, 127 N.J. 323 (1990)), rev'd on other grounds, 192 N.J. 399 (2007).

Here, defendant essentially seeks to relitigate orders that have already been decided and affirmed. Indeed, he acknowledges that several of his arguments were raised in previous appeals. These orders and appellate decisions are the law of the case and may not be revisited absent good cause. See *ibid.* Defendant has offered no such justification.

Affirmed.

I hereby certify that the foregoing  
is a true copy of the original on  
file in my office.

  
CLERK OF THE APPELLATE DIVISION

**FOX ROTHSCHILD LLP**  
Jennifer Weisberg Millner, Esquire  
*Attorneys for Plaintiff*  
997 Lenox Drive, Bldng. 3  
Lawrenceville, New Jersey 08648  
609-895-6712

MARGARET WALLACE,  
  
Plaintiff  
  
vs.  
  
DEREK SYPHRETT,  
  
Defendant.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION: FAMILY PART  
MERCER COUNTY

*Docket No.*  
FM- 11-97-11K

*Civil Action*

**CERTIFICATION OF SERVICE**

A copy of the following has been filed with the Superior Court of New Jersey, Family Part, Chancery Division, 175 South Broad Street, Trenton New Jersey:

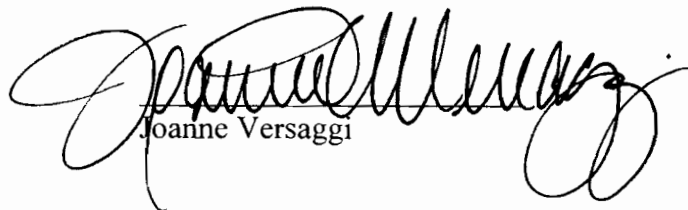
- 1. Reply Certification of Jennifer Weisberg Millner, Esq. in Opposition to Defendant's Application for Order to Show Cause;**
- 2. Certification of Service.**

A copy of the aforementioned has been served by electronic mail and regular mail on Defendant:

Derek Syphrett  
8 Florister Court  
Hamilton, NJ 08690

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: June 1, 2011

  
Joanne Versaggi