

At a term of the Family Court of the State of New York held in and for the County of Ulster at 2 Development Court, Kingston, New York, on the 3rd day of October 2025. *and September 10, 2025.*

JACQUELINE ZECIANI
Present: HON. SARAH RAKOV, J.F.C.
FAMILY COURT OF THE STATE OF NEW YORK
COUNTY OF ULSTER

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HELEN R. GARBER,

Petitioner,

-against-

PAUL D. GILLIS,

Respondent.

YL
**AMENDED TEMPORARY ORDER OF
CUSTODY AND VISITATION**

File No.: 35828

Docket Nos.: V-01542-25/25A

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NOTICE: YOUR WILLFUL FAILURE TO OBEY THIS ORDER MAY, AFTER A COURT HEARING, RESULT IN YOUR COMMITMENT TO JAIL FOR A TERM NOT TO EXCEED SIX (6) MONTHS FOR CONTEMPT OF COURT.

A petition for Enforcement of An Order of Another Court regarding a prior order entered October 31, 2024, having been filed by HELEN R. GARBER on July 29, 2025, under Article 6 of the Family Court Act in this Court concerning the parties' minor child, EVELYN GILLIS, born July 18, 2015; and

The Petitioner, HELEN R. GARBER, or "Mother", having appeared in person with her attorney Caroline Davis, Esq, and Supervising Attorney Figarelli of the Legal Services of the Hudson Valley and the Respondent, PAUL D. GILLIS, or "Father", having appeared in person, with his attorney, Elizabeth Faulkner, Esq. (who appeared virtually), and Heather D. Harp, Esq., *on October 3, 2025;* having appeared as Attorney for the Minor Child; and *September 10, 2025 and*

The matter having duly come on to be heard before this Court on October 3, 2025, and the Court having directed Attorney for the Minor Child, Heather D. Harp, Esq. to submit the herein

SR ~~Amended~~ Temporary Order of Custody and Visitation to include all provisions of the Temporary Order of Custody and Visitation *discussed in court on* dated September 10, 2025 and include the new directives issued by this Court to be effective immediately as of October 3, 2025; and

The Court having searched the statewide registry of orders of protection, the sex offender registry and the Family Court's child protective records, and having notified the attorneys for the parties and the child of the results of these searches; and

NOW, with due deliberation having been had thereon, it is hereby

ORDERED, that the parties shall continue to share joint legal custody of the minor child, EVELYN A. GILLIS, born July 18, 2015, pursuant to the Order signed by Hon. David Gandin and entered by the Office of the Ulster County Clerk on October 31, 2024 which was incorporated, not merged, with the parties Judgment of Divorce signed by Hon. David Gandin on March 31, 2025 and entered on March 31, 2025. Additionally, the parties shall enjoy custodial time with the minor child as outlined in said Order entered on October 31, 2024 which is reiterated herein in the second decretal paragraph; and it is further

ORDERED, that each and every week the Mother shall have custodial time with the minor child from Sunday at 5PM through Monday at 3PM, or school dismissal time if school is in session. Each and every week, the Father shall have custodial time with the minor child from Monday at 3PM, or school dismissal time if school is in session, through Thursday at 3PM, or school dismissal time if school is in session. Each and every week, the Mother shall have custodial time with the minor child from Thursday at 3PM, or school dismissal time if school is in session, through Friday 3PM, or school dismissal time or if school is in session. The parties shall alternate the weekends with the minor child with the term "weekend" being defined as Friday at 3PM, or school dismissal time if school is in session, through Sunday at 5PM. The

Mother's first alternate custodial weekend with the child shall be the weekend of August 30, 2024, and the Father's first alternate custodial weekend with the child shall be the weekend of September 6, 2024. The parties shall continue to alternate the weekends henceforth pursuant to this schedule; and it is further

ORDERED, that as stipulated on the record on August 30, 2024 in Ulster County Supreme Court, the Mother shall be entitled to take Evelyn on vacation out of the country from November 16, 2024 through November 25, 2024 with the understanding that the Mother shall provide the Father with a detailed itinerary prior to the Mother's departure as to where the child will be staying overnight, including any address, flight numbers, flight times and specifics of that nature. The Mother shall arrange to take with her all of the child's schoolwork the child will miss while the child is away on this trip and the Mother shall ensure the schoolwork is completed prior to the child returning to school; and it is further

ORDERED, that all custodial exchanges scheduled to take place on days school is in session shall take place at the child's school, or by having the child take the bus to the parent's home who is commencing their custodial time on that day. All other custodial exchanges shall take place at the Town of Esopus Library located at 128 Canal Street, Port Ewen, New York 12466, or such other public location as the parties may be able to agree and arrange; and it is further

ORDERED, that the parties shall continue to utilize the OurFamilyWizard application for all non-emergent communications regarding the child. The parties shall communicate only in writing and exclusively through the OurFamilyWizard application for all matters involving the subject child. There shall be no in-person or verbal communication between the parties while both parties are within earshot of the child. In the event of a *bona fide* emergency involving the

child, the parties may communicate by any means necessary to ensure timely and effective communication. Both parties are required to check the OurFamilyWizard application at least once every twenty-four (24) hours, and they are required to respond substantively to any message sent by the other parent which requires a response within twenty-four (24) hours of having viewed that message; and it is further

ORDERED, that the parties shall not discuss the litigation in the presence of the child or within earshot of the child nor allow any third parties to do so; and it is further

ORDERED, that neither party shall discuss any litigation between the parties with the child or within earshot of the child nor will either party discuss the visitation arrangements or future living arrangements with the child nor will they allow any third party to do so with the exception of the child's attorney; and it is further

ORDERED, that both parties are required to provide advance notice to the other party through OurFamilyWizard of their intention to take the child out of the local area (Ulster County) overnight or for vacation purposes during their respective custodial time. Said notification must include basic itinerary information including where the child will be staying overnight, including any address, flight numbers, flight times and other specific pertinent travel information. Said information must be provided through OurFamilyWizard at least ten (10) days prior to departure; and it is further

ORDERED, that both parties shall be entitled to attend the child's medical appointments, extracurricular activities, school events, or similar activities without requiring permission or consent of the other parent. The parties shall behave civilly at all of the child's medical, school, and/or extracurricular activities where they may both be present. Both parties shall be

responsible to keep themselves informed of all of the child's school and/or extracurricular activities by contacting the child's school, coaches, or other individuals who may be involved in those activities relative to dates, times, and places of those events. In the event one parent becomes aware of an activity for the child that is not known to the other parent by other means, the parent receiving that notification shall have an affirmative obligation to make the other parent aware of it through Our Family Wizard, and that notice shall be sent promptly upon learning of that activity or event; and it is further

ORDERED, that both parties shall be entitled to equal and separate access to all of the child's medical and educational records and providers of service, and upon presentation of a copy of this Order shall be entitled to speak with the child's physicians, dentists, other medical providers, and school personnel regarding the child and the services provided to the child without requiring any consent in writing or otherwise from the other parent; and it is further

ORDERED, that neither party shall disparage the other in the presence of, or within earshot of the child, nor shall either party allow third parties to do so; and it is further

ORDERED, that both parties shall be entitled to have a once nightly telephone and/or Facetime call or other electronic communication with the child when she is staying overnight in the residence of the other parent. Said communications shall be peaceful, private, and uninterrupted and shall be limited to 15 minutes in duration. Each parent shall initiate a call with the child between the hours of 5 PM and 7:30 PM. If that call is not answered, the parent initiating that call will simply leave a message and not place additional calls. The parent having physical custody of the child on that night shall ensure that the child returns the call to the other

parent that night before the child goes to bed. The child shall not be limited as to when she is permitted to initiate telephone or other communication with either parent so long as her initiating communication does not unreasonably interfere in school or at unreasonable times of the day; and it is further

ORDERED, that both parties shall be required to make their own daycare and/or childcare arrangements for the child during their respective custodial time with the child. In the event either party will be unavailable to be with the child for a period of eight (8) hours and/or overnight, prior to making alternative childcare arrangements for the child, they shall first offer said custodial time to the other parent. Both parties shall be obligated to inform the other parent of the names and contact information of any person, babysitter, or entity who will be providing daycare and/or childcare for the child prior to said care being rendered; and it is further

ORDERED, that both parties shall ensure the child is sent to school with necessary school supplies, lunch/lunch money, snack, and homework completed (if applicable) during their respective custodial time; and it is further

ORDERED, that both parties shall be obligated to notify each other through OurFamilyWizard of any medical, dental, vision, therapy or other health related appointments for the child within twenty-four (24) hours of having scheduled the same. The parent who scheduled the appointment shall provide the date, time, place, provider's name, and purpose of said appointment in the notice sent through OurFamilyWizard. Neither party shall be empowered to make any unilateral decisions related to the child's health and/or education without consent having first been received from the other parent in writing through OurFamilyWizard. The parties have agreed that they shall change the child's pediatrician to the Optum Medical Group which has multiple offices, but anticipate using the office located in Lake Katrine, New York.

Either parent shall be empowered to get the child's records from her current medical provider and have the records transferred to Optum Medical Group on notice to the other parent. Any future changes in the child's medical, dental or other providers must be on written consent of both parents or by Order of a Court of competent jurisdiction; and it is further

ORDERED, that neither party shall cancel or reschedule appointments for the child made by the other party without the prior written consent through OurFamilyWizard from the parent who scheduled the appointment. Neither parent shall schedule any appointments for the child during the other parent's custodial time without the prior written consent through OurFamilyWizard from the parent whose custodial time the appointment would fall during; and it is further

ORDERED, that both parties shall refrain from making physical contact with the other, blocking, or otherwise preventing the other parties' movements or from otherwise harassing or committing any offense against the other party; and it is further

ORDERED, that the parties shall not speak or otherwise communicate with each other in person while attending any appointments or school events or activities for the child. Neither party shall have any direct communication with the other verbally in person while attending any such events including while waiting in the waiting room and/or treatment room; and it is further

ORDERED, that both parties shall be required to utilize providers who are "in network" with the child's insurance plan(s) and shall only utilize the services of an out of network provider (i) in the event of a bonified emergency where the parties may not have a choice of which provider renders services and/or (ii) in the event both parties agree in advance in writing to utilize the services of an out of network provider for the child; and it is further

ORDERED, that the child shall remain enrolled in therapy unless and until she is either successfully discharged in writing, or the parties mutually agree through OurFamilyWizard that the child no longer needs or requires therapeutic services; and it is further

ORDERED, that the child shall not be questioned by either parent as to what takes place in the other parent's household nor shall the child be asked by either parent to discuss what takes place during her individual therapy session; and it is further

ORDERED, that upon conclusion of the upcoming school year, June of 2025, if the parties do not agree as to the child's continued attendance in the Kingston City School District, either party has the right at that point to seek a review of the child's schooling arrangements in an appropriate court of competent jurisdiction. That for purposes of the child's school attendance, so long as at least one party remains in the Kingston City School District, the child shall continue to attend her current elementary school, Robert Graves Elementary School. If either party relocates more than thirty (30) miles outside of the Kingston City School District geographic territory that would constitute a substantial change in circumstances rendering the current custodial schedule impracticable allowing either party to seek modification of the custodial provisions as outlined herein; and it is further

ORDERED, that both parties shall be responsible for scheduling their own parent/teacher conferences with the child's teachers, although, if they choose to attend together they may do so on mutual consent through OurFamilyWizard; and it is further

ORDERED, that both parties shall ensure that they are enrolled and signed up for any of the electronic apps for purposes of school communications, camp communications, or extra-curricular communications; and it is further

ORDERED, that in the event either party has a special family event or activity for which the child's attendance is important, such as a family wedding or another event for which scheduling is outside of their control, both parties agree that they have the right to request to swap custodial time such that the child would be able to participate in those activities with consent not to be unreasonably withheld. An equal amount of compensatory time would be given to the parent who would be forgoing time so the child can attend said event; and it is further

ORDERED, that the parties shall be entitled to the following holiday and vacation time with the child as follows:

CHRISTMAS: The Father shall be entitled to exercise holiday custodial time with Evelyn each and every year from December 24th at 9:00 AM through December 26th at 9:00 AM.

HANUKKAH: The Mother shall be entitled to exercise holiday custodial time with Evelyn each and every year for Hanukkah from 9:00 AM the day before the first day of Hanukkah through the second day of Hanukkah at 9:00 AM.

EASTER: The Father shall have the child each and every year from Easter Sunday at 9:00 AM through the following day at 9:00 AM.

PASSOVER: The Mother shall be entitled to exercise holiday custodial time with Evelyn each and every year from 9:00 AM the day before Passover through 9:00 AM the day after the first day of Passover.

FATHER'S DAY: The Father shall be entitled to exercise holiday custodial time with Evelyn each and every year from 9:00 AM on Father's Day through 9:00 AM

the following day, if school is in session. If school is not in session, then the exchange time would be at 3:00 PM.

MOTHER'S DAY: The Mother would be entitled to exercise holiday custodial time with Evelyn each and every year from 9:00 AM on Mother's Day through 9:00 AM the following day, if school is in session. If school is not in session, then the exchange time would be at 3:00 PM.

HALLOWEEN: In odd numbered years the Mother shall be entitled to exercise holiday custodial time with Evelyn from school dismissal if school is in session, or from 4:00 PM if school is not in session through 7:00 PM. In even numbered years the Father shall be entitled to exercise holiday custodial time with Evelyn from school dismissal if school is in session, or from 4:00 PM if school is not in session through 7:00 PM.

THANKSGIVING: In odd numbered years the Father shall be entitled to exercise holiday custodial time with Evelyn from school dismissal time, or 9:00 AM if no school on the Wednesday before Thanksgiving, through Friday morning, Black Friday, at 9:00 AM. In even numbered years the schedule would be reverse with the Mother having that same period of custodial time.

NEW YEAR'S EVE: In odd numbered years the Mother shall be entitled to exercise holiday custodial time with Evelyn from 9:00 AM on December 31st through New Year's Day at 9:00 AM. In even numbered years the Father shall be entitled to exercise holiday custodial time with Evelyn from 9:00 AM on December 31st through New Year's Day at 9:00 AM.

NEW YEAR'S DAY: In odd numbered years the Father shall be entitled to exercise holiday custodial time with Evelyn from January 1st at 9:00 AM through January 2nd at 9:00 AM. In even numbered years the Mother shall be entitled to exercise holiday custodial time with Evelyn from January 1st at 9:00 AM through January 2nd at 9:00 AM.

VACATIONS: Both parties shall be entitled to two (2) non-consecutive or consecutive weeks of vacation with the child each year, with a week being defined as seven (7) consecutive days. The Mother shall have first choice of vacation weeks in even numbered years and the Father shall have his first choice of weeks in odd numbered years. The vacation weeks shall not interfere with the child's attendance in school, with the exception being the Mother's vacation with the child set forth above from November 16, 2024 through November 25, 2024 which has been consented to by the Father, unless both parties mutually agree through OurFamilyWizard; and it is further

ORDERED, that the parent with the first choice of vacation weeks in a specific year must notify the other parent of their chosen weeks of vacation by March 1st of that year, and the other parent must notify the other parent of their desired weeks by March 15th of that year. The parties must exchange itinerary information prior to departure, which shall include: 1) flight times, 2) flight numbers, 3) travel itineraries, 4) names and addresses of hotels, residences, vacation rentals or other lodging accommodations where the child will be sleeping overnight; and it is further

ORDERED, that the parties shall freely exchange the child's passport to allow the child to travel internationally, and in the event the child needs to obtain a replacement or renewed passport in the future, the parties shall cooperate to participate in getting that passport. Both

parties shall promptly complete any forms that might be required for that purpose, and they shall share the cost equally in obtaining any passports in the future; and it is further

ORDERED, that neither parent shall discuss any anticipated or desired special events, activities, and/or travel plans with the child that may interfere with the school or the other parent's custodial time with the child, unless it has been agreed upon in advance with the other parent first through OurFamilyWizard; and it is further

ORDERED, that neither parent shall schedule activities or events for the parties' child that fall during the other parent's custodial time, unless the parent whose custodial time would be impacted consents in advance to the same through OurFamilyWizard; and it is further

ORDERED, that the parties mutually agree that Evelyn is permitted to participate in at least one sport or extracurricular activity per season with the parties having agreed in advance as to what activity that will be prior to signing Evelyn up for any of those activities. Consent shall not be unreasonably withheld and the wishes of the child shall be taken into consideration and the costs associated with the activities shall be shared equally between the parents. The parent having custody of the child during the agreed upon activity shall be responsible to ensure that the child attends on time and prepared to participate with her uniform, if applicable, and other appropriate equipment; and it is further

ORDERED, that if either party wishes to sign the child up for an activity that falls exclusively during their own custodial time and does not interfere in the other parent's time, they have the right to do so on notice to the other parent, so long as they are willing to bear all the financial costs of that activity that falls exclusively during their custodial time; and it is further

ORDERED, that neither party shall engage in any acts of domestic violence in the presence of Evelyn or within earshot of Evelyn nor allow third parties to do so; and it is further

ORDERED, that neither party shall consume alcohol, drugs, or other intoxicants including prescription medications to the point of intoxication, nor shall they take prescribed medication in any manner other than as prescribed, while being the primary caregiver for the child. Any substance, medications, drugs, and/or intoxicants that may be in either party's residence shall be kept in child safe either containers or lockbox and shall be kept outside of reach of the child; and it is further

ORDERED, that both parties are responsible for disciplining Evelyn during their respective custodial time, and if any significant discipline problems arise warranting additional intervention, the parent who was first made aware or became aware of the discipline issue shall contact the other parent through OurFamilyWizard to address the issue and agree upon a necessary course of action. In the event the child is being grounded or disciplined such that any electronic device that she uses to communicate with the parent might be taken away for punishment, the parent that may not be aware of that should be informed so that there is some other means of communication if the child's phone or tablet is taken away in the form of punishment: and it is further

ORDERED, that neither parent shall cause, encourage or permit the designations "Father" "Dad" and/or "Mother", "Mom" or their equivalents to be used by the child with reference to a person other than the parents; and it is further

ORDERED, effective as of October 3, 2025, that neither party, both of whom are represented currently by counsel, shall communicate directly with the Court and all

communication to the Court shall be sent by either the attorneys for the parties or the Attorney for the Child; and it is further

ORDERED, effective as of October 3, 2025, that all communication regarding this matter from the parties shall be communicated by and between the parties' respective attorneys and and/or the Attorney for the Child. Neither party is permitted to contact the Attorney for the Child or the attorney for the opposing party directly and no third party(ies) on behalf of either party is/are permitted to contact the respective attorneys for the parties or the Attorney for the Child regarding this matter either on behalf of the parties or at their direction. The scheduling of appointments for the minor child to meet with the Attorney for the Child shall be scheduled through the parties' respective counsel; and it is further

ORDERED, effective as of October 3, 2025, neither party shall publicly disseminate any court related information or documents; and it is further

ORDERED, effective as of October 3, 2025, neither party shall provide court related information or documents to third parties without specific permission from the Court; and it is further

ORDERED, effective as of October 3, 2025, neither party shall publicly disseminate in any way, including on social media, any identifying information relating to the minor child, including photographs, health and school information, addresses, date of birth or any other information relative to the minor child; and it is further

ORDERED, effective as of October 3, 2025, neither party shall publicly disseminate in any way, including on social media, any identifying information related to the attorneys in this matter or that of any attorneys' family members; and it is further

ORDERED, effective as of October 3, 2025, that neither party shall go the child's school to remove the child from school unless the day in question falls during that parent's designated custodial time; and it is further

ORDERED, effective as of October 3, 2025, that neither party, both of whom are represented currently by counsel, shall communicate directly with the Court and all communication to the Court shall be sent by either the attorneys for the parties or the Attorney for the Child; and it is further

ORDERED, effective as of October 3, 2025, David W. Weigel is prohibited from attending any future court appearances before this Court involving these parties; and it is further

ORDERED, that the residence of the parties and the child shall not be removed from the State of New York pending further Order of this Court.

ORDERED, that all provisions of the parties Judgment of Divorce entered by the office of the Ulster County Clerk on March 31, 2025, with respect to the parties' financial obligations and equitable distribution remain in full force and effect until modified by a court of competent jurisdiction,

and it is further Ordered that all terms of this temporary order are effective as of September 10, 2025, unless expressly stated to be effective as of October 3, 2025. JR

Dated: November 19, 2025
Kingston, New York

NOTICE OF ENTRY

PLEASE TAKE NOTICE that the within is a true copy of an order entered in the office of the clerk of the Family Court of the State of New York in the County of Ulster on

November 21, 2025

Clerk of the Court

ENTER,

[Signature]
HON. JACQUELINE RICCIANI, J.F.C.

PURSUANT TO SECTION 1113 OF THE FAMILY COURT ACT, AN APPEAL FROM THIS ORDER MUST BE TAKEN WITHIN 30 DAYS OF RECEIPT OF THE ORDER BY APPELLANT IN COURT, 35 DAYS FROM THE DATE OF MAILING OF THE ORDER TO APPELLANT BY THE CLERK OF THE COURT, OR 30 DAYS AFTER SERVICE BY A PARTY OR THE ATTORNEY FOR THE CHILD/CHILDREN UPON THE APPELLANT, WHICHEVER IS EARLIEST.

Mailed on 11/21/2025 to:
Elizabeth Faulkner, ESQ - email
Heather Harp, ESQ - email
Caroline Davis, ESQ - email
Helen Garber
Paul Gillis