

SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION,
SECOND JUDICIAL DEPARTMENT

Neimark v. Lefferts

2026 NY Slip Op 00380 (N.Y. Ct. App. 2026) · No. 2023-07103 · Decided January 28, 2026

SUMMARY

The Appellate Division, Second Department affirmed an order enforcing a divorce-settlement provision requiring the plaintiff to pay summer camp expenses for the parties' youngest child. The court held that the later settlement did not prevent the Supreme Court from deciding the issue and that the defendant's attempts to discuss the camp selection, coupled with the plaintiff's failure to respond, did not relieve him of his contractual obligation.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, Second Judicial Department
WRITING FOR THE COURT	Betsy Barros, J.P.; Barry E. Warhit, J.; Lillian Wan, J.; Phillip Hom, J.
JURISDICTION	Supreme Court of the State of New York, Appellate Division, Second Judicial Department
DECIDED	January 28, 2026
DOCKET	2023-07103
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from an order of the Supreme Court, Rockland County, granting the defendant's motion to enforce a provision of the parties' stipulation of settlement requiring the plaintiff to pay the youngest child's summer camp expenses.
PRECEDENTIAL VALUE	published
PARTIES	Marshall A. Neimark v. Joy Lefferts

TOPICS

- family law procedure
- divorce
- contract interpretation
- appellate procedure

PRACTICE AREAS

- family law
- contracts
- appellate procedure

QUESTIONS PRESENTED

1. Whether the Supreme Court improperly decided the defendant's application to enforce the summer-camp provision because the parties' 2023 stipulation allegedly required them to attempt to resolve the issue before the court ruled.
2. Whether the plaintiff was relieved of his contractual obligation to pay the youngest child's summer camp expenses because the defendant allegedly failed to adequately discuss the matter with him.

HOLDINGS

1. The Supreme Court properly decided the defendant's enforcement application because the record did not show that she withdrew it, and the 2023 stipulation expressly excluded the 2023 summer-camp issue from the matters resolved by that stipulation.
2. The plaintiff was not relieved of his contractual obligation to pay the youngest child's summer camp expenses merely because the defendant did not adequately discuss the matter with him.

KEY QUOTATIONS

“The parties agree that the . . . terms and conditions [of the 2023 stipulation] resolve the outstanding applications pending before the Court, with the exception of the 2023 Summer Camp.” ([*1])

“Under the circumstances presented here, the plaintiff was not relieved of his contractual obligation to pay for the summer camp expenses for the youngest child on the ground that the defendant did not adequately discuss the matter with him” ([*2])

FACTUAL BACKGROUND

The parties married in 2001, had three children, and were divorced by judgment entered May 16, 2014. Their 2013 stipulation required the plaintiff to pay all summer camp expenses for the children, subject to mutual discussion and agreement and, in the event of impasse, a final selection by the defendant based on specified factors. In 2023, the defendant sought enforcement of that provision as to the youngest child, and the record showed that she attempted to discuss the matter with the plaintiff, who failed to respond to those attempts but discussed it with her attorney.

PROCEDURAL HISTORY

The parties were divorced in 2014, and their 2013 stipulation of settlement was incorporated but not merged into the judgment of divorce. In 2023, both parties sought relief concerning the stipulation and judgment; the plaintiff withdrew his motion, and the parties entered into a further stipulation resolving all remaining issues except enforcement of the summer-camp provision. The Supreme Court granted the defendant's request to enforce that provision, and the plaintiff appealed.

DISPOSITION

affirmed

CASES CITED

- Matter of VanBeers v VanBeers, 129 AD3d 1095
- Matter of Parker v Parker, 74 AD3d 1076, 1077

OPINION

PER CURIAM.

Neimark v Lefferts (2026 NY Slip Op 00380) Neimark v Lefferts 2026 NY Slip Op 00380 Decided on January 28, 2026 Appellate Division, Second Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and subject to revision before publication in the Official Reports. Decided on January 28, 2026 SUPREME COURT OF THE STATE OF NEW YORK Appellate Division, Second Judicial Department BETSY BARROS, J.P.

BARRY E. WARHIT LILLIAN WAN PHILLIP HOM, JJ. 2023-07103 (Index No. 31733/23) [*1]Marshall A. Neimark, appellant, v Joy Lefferts, etc., respondent. Marshall A. Neimark, New City, NY, appellant pro se. DECISION & ORDER In a matrimonial action in which the parties were divorced by judgment entered May 16, 2014, the plaintiff appeals from an order of the Supreme Court, Rockland County (Paul I. Marx, J.), dated June 28, 2023.

The order granted that branch of the defendant's motion which was to enforce a provision of the parties' stipulation of settlement, which was incorporated but not merged into the parties' judgment of divorce, requiring the plaintiff to pay for the summer camp expenses for the parties' youngest child. ORDERED that the order is affirmed, without costs or disbursements.

The parties were married in 2001 and have three children together. They were divorced by a judgment of divorce entered May 16, 2014. A stipulation of settlement dated December 20, 2013 (hereinafter the 2013 stipulation), was incorporated but not merged into the judgment of divorce. Pursuant to the 2013 stipulation, the plaintiff was responsible for paying "all summer camp (sleep away and/or day camp) expenses incurred on behalf of the children, as mutually discussed, agreed upon and approved by the parties" and, in the event of an impasse, "the [defendant] shall make the final selection provided said decision is based upon the application of the above-factors."

In April 2023, the plaintiff moved for various relief with respect to the provisions of the 2013 stipulation and judgment of divorce, and the defendant opposed the motion. In May 2023, the defendant moved for various relief, including to enforce various provisions of the 2013 stipulation and judgment of divorce. Following numerous conferences with the Supreme Court, the plaintiff withdrew his motion, and the parties entered into a stipulation of settlement on June 22, 2023 (hereinafter the 2023 stipulation).

The 2023 stipulation resolved all remaining issues, except that branch of the defendant's motion which was to enforce the provision of the 2013 stipulation requiring the plaintiff to pay for summer camp expenses for the parties' youngest child.

In an order dated June 28, 2023, the court granted that branch of the defendant's motion (hereinafter the June 2023 order). The plaintiff appeals. The plaintiff contends that the Supreme Court should not have decided that branch of the defendant's motion which was to enforce the provision of the 2013 stipulation requiring the plaintiff to pay for the summer camp expenses for the youngest child, because the 2023 stipulation provided that the parties would attempt to resolve that issue themselves before the court would render a determination.

However, there is no indication in the record that the defendant withdrew [*2]that branch of her motion. Additionally, the 2023 stipulation states that "[t]he parties agree that the... terms and conditions [of the 2023 stipulation] resolve the outstanding applications pending before the Court, with the exception of the 2023 Summer Camp."

Thus, the Supreme Court did not err in deciding that branch of the plaintiff's motion. Contrary to the plaintiff's contention, the Supreme Court properly directed him to pay for the summer camp expenses for the youngest child.

Under the circumstances presented here, the plaintiff was not relieved of his contractual obligation to pay for the summer camp expenses for the youngest child on the ground that the defendant did not adequately discuss the matter with him, where the parties' submissions demonstrated that the defendant had made attempts to do so and that the plaintiff failed to respond to those attempts but nevertheless discussed the matter with the defendant's attorney (see Matter of VanBeers v VanBeers, 129 AD3d 1095; see also Matter of Parker v Parker, 74 AD3d 1076, 1077).

The plaintiff's remaining contentions are without merit. BARROS, J.P., WARHIT, WAN and HOM, JJ., concur. ENTER: Darrell M. Joseph Clerk of the Court