

STATE OF NORTH CAROLINA
COUNTY OF WAKE

THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
24 CV009376-910

LAURA GITMAN,
Plaintiff,

vs.

DAVID GITMAN,
Defendant.

MOTION FOR CONTEMPT

DEFENDANT moves the Court, pursuant to N.C.G.S. §5A-11 *et seq.*, for an Order for Contempt against Plaintiff, for her failure to comply with the Consent Order on Temporary Child Custody, entered in this matter on July 9, 2024 and for an award of attorney's fees pursuant to N.C.G.S. §50-13.6. In support of his Motion, Defendant respectfully shows the Court:

1. A Consent Order on Temporary Child Custody (hereinafter "Order") was entered on in this matter on July 9, 2024. A copy of the Order is attached hereto as Exhibit A and incorporated herein by reference. Pursuant to the Order, Plaintiff was required, inter alia, to do the following:

- a. Decretal Paragraph 1: "the parties shall discuss and attempt to agree regarding any major decision for the minor child".
- b. Decretal Paragraph 2b: "the parties shall share custody of the minor child on an alternating week basis, with exchanges to occur on Sundays at 8:00 p.m.
- c. Decretal Paragraph 4f: "Each party shall inform the other party as soon as the information is readily available of all travel plans, contact information and other relevant information with respect to any vacation that either party intends on taking with the child."
- d. Decretal Paragraph 4h: "Plaintiff and Defendant shall at all times attempt to foster with the child sincere respect, love and admiration for the other."
- e. Decretal Paragraph 4j: "The parties shall offer the right of first refusal to the other party if he or she is unable to care for the child overnight."

2. Plaintiff has violated the above-mentioned Order in that she has taken the following actions and/or omissions on the following dates:

- a. On October 29, 2025, Plaintiff admitted that she was in San Francisco while having left the minor child home alone.

Defendant only discovered this because the parties' dog in the care of the minor child died and the veterinarian contacted Defendant. Plaintiff failed to offer the right of first refusal and did not inform Defendant that she was across the country and had left the minor child home. Upon information and belief, this has happened on many occasions as Plaintiff travels extensively for work, and has neither reported when she is out of town, nor offered the right of first refusal.

- b. The parties deviated from the week on week off schedule based on Defendant's location per the order. Plaintiff has attempted to be flexible, however, Plaintiff has undermined and subverted the order and refused to abide by the terms of the week on week off schedule despite formal demands to return to the terms of the order.
- c. In March of 2026, Plaintiff had knowledge of a Spring Break trip with the minor child's friend during Defendant's vacation time and made efforts to keep this from Defendant and assist the child in going with her friend rather than spending time with Defendant.
- d. Plaintiff has refused to provide information about the minor child when asked directly by Defendant. An example is that the minor child experienced a mental health episode at school. Although she was out of town, rather than contacting Defendant, she arranged for someone else to pick up the minor child and would not tell Defendant the identity of that person.
- e. Plaintiff schedules and attends medical appointments and does not inform Defendant until afterwards, effectively cutting him out from meaningful participation in addressing the minor child's medical needs. Most recently this occurred in April of 2026.
- f. Plaintiff has refused to discuss information regarding the child's mental health despite Defendant's request. This includes multiple times when the child has come home early or has missed school altogether. Defendant only learns the child has been absent when notified by the school. This has occurred on multiple occasions, most recently in March of 2026.
- g. Plaintiff has not provided timely or information required when traveling with the child.

4. Plaintiff has at all times been fully aware of the contents of the Order, and has full knowledge and understanding of the requirements of the Order.

5. Plaintiff has refused to comply with this Order. Plaintiff's conduct with regards to his refusal to comply with the Order is willful, wanton and in direct

disobedience of the Court's Order, and constitutes civil and criminal contempt of Court.

6. Defendant has filed this Motion for Contempt in good faith, with the belief that it should be granted.

7. Defendant has incurred attorneys' fees as a result of the preparation and filing of this Motion for Contempt, which would not have been necessary had Plaintiff complied with the Order of this Court. Defendant is entitled to an award of all attorneys' fees she has incurred and will incur as a result of having to file this Motion.

WHEREFORE, Plaintiff prays the Court to:

1. Take this verified Motion as an affidavit in support of Defendant;
2. Find Plaintiff in civil contempt and/or criminal contempt and punish her as allowed by law;
3. Order Plaintiff to pay Defendant's attorney's fees incurred in the filing of this Motion;
4. Award Defendant such and other and further relief to which she is entitled.

This, the 13 day of April, 2026.

HOWARD, MCCOY & BOLTON, L.L.P.



Robert E. Howard, Jr.
NC Bar #31593
(919) 833-2422
Attorneys for Defendant
Post Office Box 10305
Raleigh, North Carolina 27605

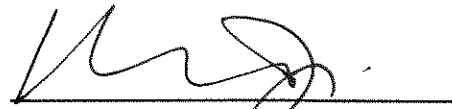
CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that a copy of the foregoing ***MOTION FOR CONTEMPT*** was served on the following parties to this action by efile to Plaintiff's attorney of record as set forth below, and by email.

Evan Horwitz
ehorwitz@tharringtonsmith.com

This the 13 day of April, 2026.

HOWARD, McCOY & BOLTON, L.L.P.



Robert E. Howard, Jr.
Post Office Box 10305
Raleigh, North Carolina 27605
Telephone: 919/833-2422
Attorneys for Defendant

NORTH CAROLINA

WAKE COUNTY

VERIFICATION

DAVID GITMAN, first being duly sworn, deposes and says that he is the DEFENDANT in the above-entitled action; that he has read the foregoing **MOTION FOR CONTEMPT** and knows the contents therein and that the same is true to his own knowledge, except as to those matters and things therein stated upon information and belief, and as to those, he believes them to be true.



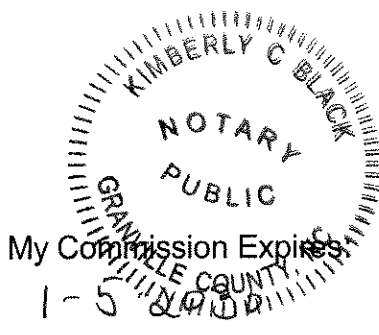
DAVID GITMAN

NORTH CAROLINA

WAKE COUNTY

I, a Notary Public of Wake County, North Carolina, hereby certify that DAVID GITMAN personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal this 10 day of April, 2026.



Notary Public



(Printed name of Notary Public)

FILED
DATE: July 9, 2024
TIME: 1:13:10 PM
WAKE COUNTY
DISTRICT COURT JUDGES OFFICE
NORTH CAROLINA BY: V. Sanders IN THE GENERAL COURT OF JUSTICE
WAKE COUNTY DISTRICT COURT DIVISION
24 CVD 009376-910

LAURA GITMAN,

Plaintiff,

**CONSENT ORDER ON TEMPORARY
CHILD CUSTODY**

v.

DAVID GITMAN,

Defendant.

THIS CAUSE coming on to be heard and being heard on the date set forth below before the undersigned judge presiding over Wake County District Court, Domestic Division, upon the Plaintiff's claim for temporary child custody, and it appearing to the court that Plaintiff is represented by Evan B. Horwitz and Defendant is represented by Robert Howard, Jr.;

And it further appearing to the court from the signatures of both parties that the parties have reached an agreement, the specifics of which are set out below, concerning all matters in controversy existing between them with regard to temporary child custody, and that they have compromised, settled and resolved all matters related thereto; that they have consented to the entry of said Order without recitation of all underlying facts; and with the consent of the parties hereto, and the court having heard the requisite evidence, the court hereby makes the following:

STIPULATIONS AND FINDINGS OF FACT

1. Plaintiff is a resident of Wake County, North Carolina, and has been a resident of North Carolina for more than six (6) months preceding the institution of this action.
2. Defendant is a resident of Wake County, North Carolina.
3. Plaintiff and Defendant were married to each other on March 9, 2008 and separated on or about November 20, 2023.

4. There was one (1) child born of the parties' marriage, namely, Shira Gitman, born May 20, 2010.

5. Both parties are fit and proper persons to be awarded joint legal custody of the minor child with custodial provisions as outlined herein.

6. The parties further stipulate and agree that the provisions of the Decree set forth below are fair and equitable and are in the best interests of the minor child.

7. The Plaintiff and Defendant voluntarily enter into this Consent Order.

8. The parties hereby waive additional findings of fact.

CONCLUSIONS OF LAW

1. This Court has jurisdiction over the parties and over the subject matter of this action.

2. Both parties are fit and proper persons to be awarded joint legal custody of the minor child with custody provisions as outlined herein.

3. Any findings of fact that are more appropriately deemed conclusions of law are incorporated herein by reference.

4. The Plaintiff and Defendant voluntarily enter into this Consent Order.

5. The parties hereby waive additional conclusions of law.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. Legal Custody. The parties shall share joint legal custody of the minor child, meaning that the parties shall discuss and attempt to agree regarding any major decisions for the minor child, including, but not limited to, decisions affecting the minor child's health, welfare, education, and religion. The parties shall follow the advice of the child's treating pediatrician regarding any medical issue upon which they cannot agree.

2. Physical Custody. Unless the parties otherwise mutually agree, the parties shall share temporary physical custody of the minor child as follows:

- a. Summer 2024. Then minor child will be at sleepaway camp from June 27 until July 28. Plaintiff shall take the child to camp. Both parties shall be entitled to visit during visiting day on July 14th. Plaintiff shall plan to visit during the 10:00 a.m. to 1:00 p.m. time, and Defendant shall visit during the 1:00 p.m. to 4:00 p.m. time. Defendant shall pick the child up from camp on July 28th, and shall have custodial time until July 31st at 9:00 a.m. Plaintiff shall have from July 31st until Friday August 2nd at 9:00 a.m. Defendant shall have from Friday at 9:00 a.m. until Sunday August 4th at 8:00 p.m. At that time the parties shall start the regular schedule.
- b. Regular Custodial Schedule after Summer 2024. Beginning with the Plaintiff on Sunday August 4th, 2024, the parties shall share custody of the minor child on an alternating week basis, with exchanges to occur on Sundays at 8:00 p.m. The party whose custodial time is ending shall drop off the child at the other party's residence.

3. Holiday Visitation. All custodial time shall be suspended for holidays and special events each year. Holidays shall be shared equally, with the particular schedule to be mutually agreed upon by the parties. The regular weekly custodial schedule shall resume at the end of the holiday visitation schedule. In the event of a disagreement, the following schedule shall apply:

- a. Thanksgiving. In all odd-numbered years, Plaintiff shall have custody of the minor child during the Thanksgiving holiday beginning on Wednesday before Thanksgiving until school resumes. In all even-numbered years, Defendant

shall have custody of the minor child during the Thanksgiving holiday beginning on Wednesday before Thanksgiving until school resumes.

- b. Winter Break. In all even-numbered years, Plaintiff shall have custody of the minor child from the recess of school until school resumes. This schedule shall alternate in odd-numbered years. The parties shall divide time equally during Hanukkah to the extent it does not fall during the Winter Break as set forth above with the same party entitled to the beginning/end of the break as set forth above for Winter Break.
- c. Mother's Day and Father's Day. The child shall always spend Mother's Day and Father's Day with the honored parent beginning Friday before the holiday at 6:00 p.m. until Monday when school resumes, or 9:00 a.m. if school is not in session.
- d. Rosh Hashanah. In all even-numbered years, Plaintiff shall have custodial time with the minor child for the Rosh Hashanah holiday beginning at 4:00 p.m. the day before the first day of Rosh Hashanah until 9:00 a.m. on the second day of Rosh Hashanah (or when school resumes), at which time the regular custodial schedule shall resume. The child shall be with Defendant during all odd-numbered years.
- e. Yom Kippur. In all odd-numbered years, Plaintiff shall have custodial time with the minor child for the Yom Kippur holiday beginning at 4:00 p.m. on the night that Yom Kippur begins until 9:00 a.m. on the day after Yom Kippur ends (or when school resumes), at which time the regular custodial schedule shall resume. The child shall be with Defendant during all even-numbered years.

- f. Passover. In all even-numbered years, Plaintiff shall have custody of the minor child for the Passover holiday beginning at the time school recesses, or 3:00 p.m. if school is not in session, on the day Passover begins until 7:00 p.m. on the second day of Passover, at which time the regular custodial schedule shall resume. The child shall be with Defendant during all odd-numbered years.

4. General Provisions.

- a. The parties agree to jointly confer and discuss all significant issues affecting the welfare of the child. These decisions would be those involving education, health, religion, and welfare that represent any significant change of importance for the child.
- b. Each party shall always provide to the other party a telephone number at which he or she can be reached in the event of an emergency and for contacting the child.
- c. Each party shall inform the other party of any change in his or her address, telephone number, and other relevant contact information within 24 hours of the change.
- d. Each party shall notify the other as soon as it is possible to do so for any emergency involving the child.
- e. Both parties may authorize emergency medical treatment if needed, have access to medical records and information and may consult with physicians and other health care providers.
- f. Each party shall inform the other party as soon as the information is readily available of all travel plans, contact information and other relevant information with respect to any vacation that either party intends on taking with the child.
- g. Both parties shall have equal access to all the minor child's records and professional providers, including but not limited to school records and information relative to the minor child's scholastic performance, the ability to attend school conferences/activities and to consult with teachers and other educational providers, medical records and information relative to the minor child's mental, physical and emotional health, the ability to attend any and all medical appointments and to consult with medical providers and other health and medical professionals. Both parties shall be designated as the child's

emergency contact with her school. The party who receives school report cards, schedules of events, and important notices will promptly share them with the other party.

- h. Neither party shall make disparaging remarks about the other in the presence of or in the hearing of the minor child nor shall they permit such remarks to be made about the other party by friends, family members or other acquaintances in the presence or hearing of the minor child. Furthermore, Plaintiff and Defendant shall at all times attempt to foster with the child sincere respect, love and admiration for the other.
- i. The custodial parent shall be responsible for making day-to-day decisions with regard to the minor child.
- j. The parties shall offer the right of first refusal to the other party if he or she is unable to care for the child overnight. The offering party shall make a written offer as soon as he or she is unaware that he or she cannot care for the child overnight, and the non-custodial party shall respond in writing within 24 hours thereafter. If the noncustodial party is unable to care for the child, it shall be the responsibility of the custodial parent to arrange care for the child.

5. Each party shall be responsible for his or her own attorneys' fees associated with the claims resolved herein.

6. Each party shall follow the advice of his and her respective doctors, counselors and mental health professionals. Each party may speak freely with the child's mental health professionals.

7. In the event Defendant attends an out of state mental health outpatient program during the pendency of this order, his custodial time shall be every other weekend until such time as the program has concluded so long as he is available to care for the minor child every other weekend in North Carolina.

8. This matter is retained for further orders of this Court as may be appropriate.

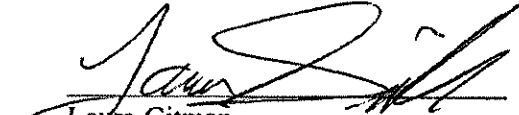
SO ORDERED, this the 8th day of July, 2024.

7/8/2024 11:28:41 PM



District Court Judge Presiding

AS EVIDENCED BY OUR SIGNATURES HERETO, WE HEREBY CONSENT,
STIPULATE, AND AGREE TO THE FOREGOING FINDINGS OF FACT, AND
CONCLUSIONS OF LAW AND TO THE ENTRY OF THIS CONSENT ORDER.



Laura Gitman
Plaintiff



David Gitman
Defendant

[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

ACKNOWLEDGMENT

New Jersey
STATE OF ~~NORTH CAROLINA~~

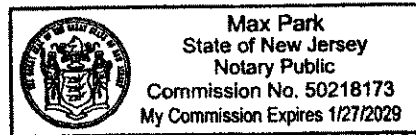
Bergen
COUNTY OF ~~WAKE~~

I, Max Park, a Notary Public in and for said county and state, do hereby certify that **LAURA GITMAN** personally appeared before me this day and acknowledged the due execution of the foregoing **CONSENT ORDER ON TEMPORARY CHILD CUSTODY**.

Sworn to and subscribed before me this the
27th day of June, 2024.

Max Park, Notary Public

My Commission Expires: 01/27/2029



ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Kimberly C Black, a Notary Public in and for said county and state, do hereby certify that **DAVID GITMAN** personally appeared before me this day and acknowledged the due execution of the foregoing **CONSENT ORDER ON TEMPORARY CHILD CUSTODY**.

Sworn to and subscribed before me this the
26 day of June, 2024.

Kimberly C Black, Notary Public

My Commission Expires: 1-5-2025

