

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

IN RE THE MARRIAGE OF:

██████████

CASE NO. ██████████

PETITIONER, DISTRICT COURT

F I L E D

AND

AUG 07 2013

██████████

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

RESPONDENT.

DECREE OF DISSOLUTION OF MARRIAGE

ON this 10th day of July 2013, this matter comes on before this Court for decision by the Court following the trial on the merits of this action heard on November 19, 2012, November 26, 2012, and February 15, 2013. Neither party, nor his or her respective counsel of record, William F. Raynolds, II, of HOOD & RAYNOLDS, P.C. for the Petitioner, and James R. Gotwals of JAMES R. GOTWALS AND ASSOCIATES, INC. for the Respondent, appear as this Court announces its decision by filing the *Court's Findings of Fact and Conclusion of Law*, in this action on July 10, 2013, which are expressly incorporated by reference herein. The Court, having reviewed the file herein, having listened to the testimony of witnesses sworn and examined in open court, and having examined the demeanor of each, having reviewed the exhibits duly admitted into evidence, having heard and considered the arguments of counsel, having reviewed the proposed findings

of fact and conclusions of law submitted by counsel for the parties, and being otherwise fully advised in the premises, makes the following findings, orders and adjudications:

1. That it has jurisdiction over the parties and the subject matter of this action, and that Petitioner was an actual resident in good faith of the State of Oklahoma for the six months immediately preceding the filing of the Petition in this action and a resident of Tulsa County for more than thirty (30) days immediately preceding the filing of the Petition.

2. That the Petitioner and Respondent were legally married on January 14, 2009, in Benton County, Arkansas, and have since been and are now husband and wife.

3. That no children have been born of said marriage and the Respondent is not now pregnant.

4. That a state of irreconcilable incompatibility has arisen between the parties hereto which has completely destroyed the legitimate aims of the marriage and rendered its continuation impossible; by reason of which each party is entitled to a dissolution of marriage from the other on the grounds of incompatibility.

5. That the Petitioner should be awarded the following jointly acquired real and personal property, free and clear of any and all claims of the Respondent, except as specifically set forth herein, which comprises an equitable division of the

parties' jointly acquired property subject to division by the Court, subject to the parties' stipulations made at trial¹:

- a. The sum of **\$12,276.27**, which is one-half ($\frac{1}{2}$) of the net sales proceeds received by the parties from the sale of their jointly owned Marion Avenue house in March 2010 (included in the division of joint income set forth in paragraph 5(f) hereinafter), already in Petitioner's possession;
- b. The sum of **\$1,117.16**, which is one-half ($\frac{1}{2}$) of the individual contributions made by the Respondent from joint funds to her roll-over IRA account during the parties' marriage, credited below;
- c. Petitioner's Land Rover vehicle which has previously been sold;
- d. Petitioner's comic book collection and all personal property in his possession;
- e. 100% of the parties' joint interest in [REDACTED] Writing Program, Inc.;
- f. The sum of **\$59,709.82**, which is one-half ($\frac{1}{2}$) of Petitioner's income from various sources including but not limited to book sales, trust distributions, fees from serving on the [REDACTED] Oil Corporation board, and the writing program, deposited by the Petitioner into a separate account prior to the filing of his Petition for Dissolution of Marriage, determined to be joint income by the Court², already in Petitioner's possession;
- g. The sum of **\$318.75**, which is one-half ($\frac{1}{2}$) of 25%, of the July 27, 2010, royalty payment for *Capitol Offense*, already in Petitioner's possession;

¹ See paragraphs 9, 19 and 30, of the Court's *Findings of Fact and Conclusion of Law*, filed in this action on July 10, 2013, which are expressly incorporated by reference herein.

² See paragraph 32, of the Court's *Findings of Fact and Conclusions of Law*, filed in this action on July 10, 2013, which are expressly incorporated by reference herein.

- h. The sum of **\$9,960.94**, which is one-half (½) of 75%, of the April 15, 2011, contract payment for *Capitol Betrayal*, already in Petitioner's possession;
- i. One-half (½) of 25%, of all future royalties for *Capitol Offense*;
- j. One-half (½) of 75%, of all future royalties for *Capitol Betrayal*;
- k. One-half (½) of 75%, of all future royalties for *The Idea Man*;
- l. Any and all bank accounts presently held in the Petitioner's separate name, plus all interest, accretions and accruals thereon;
- m. All IRA, pension or retirement accounts presently held in the name of the Petitioner, if any, plus all interest, accretions, losses, and accruals thereon; and
- n. All life insurance including cash values, disability insurance, or other such insurance securing Petitioner's life or health, if any.

6. That Hawk Publishing Company is Petitioner's separate property and he is restored to same.

7. That any further distributions from the [REDACTED] Family Children's Trust are Petitioner's separate property. Any stock held by Petitioner or the Trust is not marital property.

8. That any future income from Petitioner's service on the board of [REDACTED] Oil Company is Petitioner's separate income.

9. That the Petitioner is obligated to pay the following debts and shall indemnify, save and hold the Respondent free and harmless therefrom:

- a. The compensating judgment for property division alimony in the amount of **\$61,356.35**, as more expressly set forth in paragraph 14, hereinafter;
- b. One-half ($\frac{1}{2}$) of the parties' joint tax liability, (in the total amount of \$20,000.00), for the year 2009;
- c. The balance due and unpaid on the Judgment in favor of Respondent and against the Petitioner in the amount of \$5,500.00 for suit money, plus interest thereon, entered October 11, 2011 and filed October 14th, 2011 herein;
- d. Any and all debts, if any, secured by or encumbering any of the assets awarded to Petitioner herein; and
- e. Any and all debts, including credit cards, incurred by Petitioner in his name, whether incurred during the marriage or since the parties' date of separation, (April 14, 2010).

10. That the Respondent should be awarded the following jointly acquired real and personal property, free and clear of any and all claims of the Petitioner, except as specifically set forth herein, which comprises an equitable division of the parties' jointly acquired property subject to division by the Court, subject to the parties' stipulations made at trial³:

- a. The sum of **\$12,276.27**, which is one-half ($\frac{1}{2}$) of the net sales proceeds received by the parties from the sale of their jointly owned Marion Avenue house in March 2010 (included in the division of joint income set forth in paragraph 10(d) hereinafter and the judgment in paragraph 10.p. below);
- b. Respondent's 2003 Chrysler vehicle (her separate property);
- c. All personal property in Respondent's possession;

³ Court's *Findings of Fact and Conclusion of Law*, supra note 1.

- d. The sum of **\$59,709.82**, which is one-half ($\frac{1}{2}$) of Petitioner's income from various sources including but not limited to book sales, trust distributions, fees from serving on the [REDACTED] Oil Corporation board, and the writing program, deposited by the Petitioner into a separate account prior to the filing of his Petition for Dissolution of Marriage, determined to be joint income by the Court⁴;
- e. The sum of **\$318.75**, which is one-half ($\frac{1}{2}$) of 25%, of the July 27, 2010, royalty payment for *Capitol Offense*;
- f. The sum of **\$9,960.94**, which is one-half ($\frac{1}{2}$) of 75%, of the April 15, 2011, contract payment for *Capitol Betrayal*;
- g. One-half ($\frac{1}{2}$) of 25%, of all future royalties for *Capitol Offense*;
- h. One-half ($\frac{1}{2}$) of 75%, of all future royalties for *Capitol Betrayal*;
- i. One-half ($\frac{1}{2}$) of 75%, of all future royalties for *The Idea Man*;
- j. Reimbursement from the Petitioner in the amount of **\$2,484.00**, for medical insurance premiums paid by the Respondent post-separation for the Petitioner and his minor children;
- k. The balance due and unpaid on the Judgment in favor of Respondent and against the Petitioner in the amount of \$5,500.00 for suit money, plus interest thereon, entered October 11, 2011 and filed October 14th, 2011 herein;
- l. Any and all bank accounts held in the Respondent's separate name, plus all interest, accretions and accruals thereon;
- m. All IRA, pension or retirement accounts held in the name of the Respondent, if any, plus all interest, accretions and accruals thereon;

⁴ Court's *Findings of Fact and Conclusion of Law*, supra note 2.

- n. All life insurance including cash values, disability insurance, or other such insurance securing Respondent's life or health, if any; and
- o. A compensating judgment for property division alimony in the amount of **\$61,356.35**, as more expressly set forth in paragraph 14, hereinafter;

11. That the house located at 2333 S. Florence Ave., Tulsa, OK, is Respondent's separate property and she is restored to same.

12. Except for the sum of \$1,117.16, awarded to the Petitioner in paragraph 5(b) hereinabove, which represents one-half ($\frac{1}{2}$) of the individual contributions made by the Respondent from joint funds to her roll-over IRA during the parties' marriage, the Respondent is otherwise restored to 100% of her roll-over IRA and 403(b) retirement plan through TU, which are her separate property.

13. That Respondent is obligated to pay the following debts, and shall indemnify and hold the Petitioner harmless therefrom:

- a. One-half ($\frac{1}{2}$) of the parties' joint tax liability, (in the total amount of \$20,000.00), for the year 2009;
- b. Any and all debts, if any, secured by or encumbering any of the assets awarded to Respondent herein; and
- c. Any and all debts, including credit cards, incurred by Respondent in her name, whether incurred during the marriage or since the parties' date of separation, (April 14, 2010).

14. That the Court finds that based on the above and foregoing division of marital assets and debts, allocated pursuant to its *Findings of Facts and*

Conclusions of Law, the Respondent is awarded a compensating judgment for property division alimony, against the Petitioner, in the amount of **\$61,356.35**:

One-Half of the Income set forth in paragraph 32, of Court's FOFCOL determined to be joint income (includes Respondent's 1/2 of the Marion House sales proceeds)	\$59,709.82
Less One-Half of Respondent's IRA contributions made during the marriage from joint funds	(\$1,117.16)
One-Half of 25% of 7/27/10 Royalty Payment for <i>Capitol Offense</i>	\$318.75
One-Half of 75% of 4/15/11 Contract Payment for <i>Capitol Betrayal</i>	\$9,960.94
Reimbursement for medical insurance premiums paid post separation by Respondent for Petitioner and his minor children	\$2,484.00
Less Respondent's One-Half of Parties' 2009 Joint Tax Liability	(\$10,000.00)
	\$61,356.35

Petitioner shall pay this judgment to the Respondent within sixty (60) days of the issuance of the Court's *Findings of Facts and Conclusions of Law*

15. That neither party requested support alimony and none is awarded.

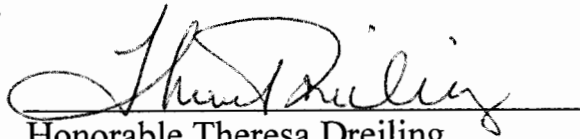
16. That the Respondent is restored to her former name Marcia L. McPhail.

17. That each party is further ordered and directed to execute and deliver to the other such assignments, bills of sale, deeds or conveyances of record that may be necessary to carry out the terms of the division of property into effect, and in the event either of the parties fail to do so within ten (10) days from the date this Decree is filed, or as otherwise specified herein, the Decree shall operate as such a conveyance.

18. That the issue of attorney's fees is reserved to be addressed by separate application pursuant to 12 O.S. § 696.4.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that each party, be and they are hereby, granted a full, final and complete dissolution from each other on the grounds of incompatibility and the bonds of matrimony heretofore existing between the Petitioner and Respondent are set aside and held for naught; that both parties are prohibited from marrying anyone in Oklahoma except for one another for a period of six (6) months from the date hereof.

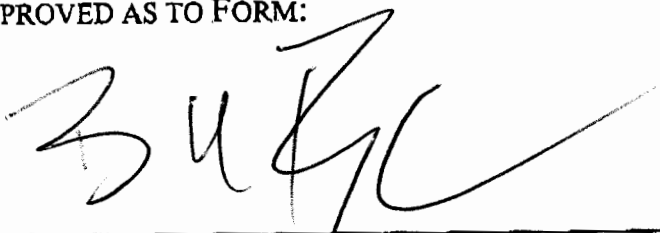
IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the above and foregoing findings numbered one (1) through eighteen (18) inclusive, are hereby **ORDERED, ADJUDGED AND DECREED** as if hereinafter set out at length, and judgment is entered accordingly.


Honorable Theresa Dreiling
JUDGE OF THE DISTRICT COURT
DATED THIS 7th DAY OF Aug, 2013

PREPARED BY:

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APPROVED AS TO FORM:



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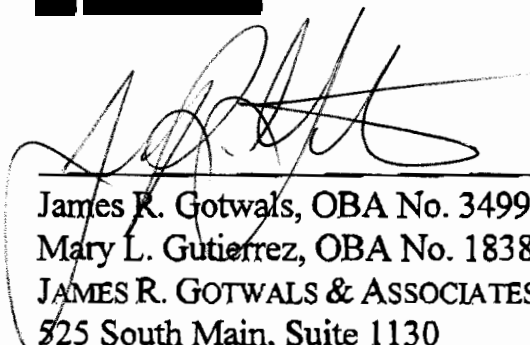
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8/7/2013

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