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IN THE DISTRICT COURT IN AND FOR TULSA COUNTY

IN RE THE MARRIAGE OF [REDACTED] DISTRICT COURT OF OKLAHOMA

FILED
MAR 26 2015

[REDACTED]

Petitioner,

and

[REDACTED]

Respondent.

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

Case No. [REDACTED]

ATTORNEYS LIEN CLAIMED

RESPONSE TO PETITIONER'S APPLICATION FOR TEMPORARY ORDER

Comes now the Respondent, [REDACTED] by and through his attorneys of record James W. Feamster, III and Adam P. Carroll with the law firm Feamster & Carroll, PLLC., and for his Response and Counter-Application For Temporary Order he states as follows:

1. Respondent admits that the following paragraphs of Petitioner's Application for Temporary Order are true: Paragraphs 1-A, 1-B, 1-C, 1-D, 3 and 5.
2. Respondent denies the allegations in paragraphs 2-A, 2-B, 2-C, 4, and 6 of Petitioner's Application for Temporary Order and demands strict proof thereof.
3. For further response to Petitioner's Application for Temporary Orders, reference is made to the allegations hereinafter set forth in Respondent's Counter-Application For Temporary Order all of which are incorporated herein by reference.

COUNTER-APPLICATION FOR TEMPORARY ORDER

For his Counter-Application for Temporary Order, Respondent states as follows:

APPLICATION FOR TEMPORARY ORDER

Comes now [REDACTED] Respondent by and through his attorneys James W. Feamster, III and Adam P. Carroll, of the law firm of Feamster and Carroll, PLLC and for his Application for Temporary Order he states as follows:

1. **AUTOMATIC TEMPORARY INJUNCTION ORDERS.** The orders contained within the Automatic Temporary Injunction Notice herein should all remain in full force and effect, to wit: Both parties should continue to be restrained, enjoined and prohibited from:

- A. Molesting or disturbing the peace of the other party or the children of the marriage.

2015 MAR 26 AM 9:42

- B. Disrupting or withdrawing the children of this marriage from an educational facility, program, or day-care where the children historically have been enrolled.
- C. Hiding or secreting the children of this marriage from the other party.
- D. Removing any children of this marriage beyond the jurisdiction of the State of Oklahoma, acting directly or in concert with others, except for vacations of two (2) weeks or less duration, without the prior written consent of the other party, which shall not be unreasonably withheld.
- E. Selling, mortgaging, encumbering, transferring, loaning, giving away, concealing or in any way disposing of, without the written consent of the other party or an order of the Court, any marital property, except:
 - (1) in the usual course of operating a business;
 - (2) for the purpose of retaining an attorney for the case; or
 - (3) for the necessities of life.

Each party shall notify the other party of any proposed other expenditures, and shall account to the court for all such expenditures made after this injunction went into effect.

- F. Intentionally or knowingly damaging or destroying the tangible property of the parties, or either of them, including, but not limited to, any document that represents or embodies anything of value.
- G. Making a withdrawal for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan or employee savings plan or from any individual retirement account or Keogh account.
- H. Withdrawing or borrowing in any manner all or any part of the cash surrender value of life insurance policies on either party or their children.
- I. Changing or in any manner altering the beneficiary designation on any life insurance policies of either party or any policy of their children.
- J. Canceling, altering, or in any manner affecting any casualty, automobile, homeowners', or health insurance policies insuring the parties' property or persons.
- K. Opening or diverting mail addressed to the other party.

- L. Signing or endorsing the other party's name on any negotiable instrument, check, or draft, such as tax refunds, insurance payments, and dividends, or attempting to negotiate any negotiable instruments payable to either party without the personal signature of the other party.
- M. Regarding insurance, both parties are ordered to maintain and keep in force all presently existing health, property, vehicle, homeowners', life and other insurance which you are presently carrying on any member of this family unit, or property or vehicle, and to cooperate as necessary in the filing and processing of claims. Any employer provided health insurance currently in existence shall remain in full force and effect for all family members.

2. **ADDITIONAL TEMPORARY ORDERS REQUESTED.** In addition to the aforesaid Automatic Temporary Injunction Orders, Petitioner requests entry of the following temporary orders, to wit:

3. Temporary custody of the minor children shall be awarded to the Respondent or in the alternative to the Petitioner and Respondent jointly.

4. Both parties should be ordered to provide financial support for the minor children and child support should be set in accordance with Oklahoma's Child Support Guidelines, 43 O.S. §118 and §119. Health care expenses, including all reasonable and necessary medical, dental, orthodontic, optometric, psychological, or any other physical or mental health expenses of the children incurred by either parent and not reimbursed by insurance, and all work or school related child care expenses concerning said minor children should be divided between the parties proportionately in the parental income ratios established by Oklahoma's Child Support Guidelines.

5. Each party should be restrained and prohibited from disposing of or encumbering any interest in property during the pendency of this action, whether such disposition be by sale, gift, encumbrance or otherwise, unless expressly agreed to by the parties or unless expressly ordered by the Court.

6. Petitioner should be awarded possession and use of the marital residence and the property located therein and thereon, except the items of property which are specifically awarded to Respondent's possession. Each party should be awarded all his or her clothing and personal effects.

7. That the marital debt of the marriage should be split equitably between the parties.

8. That separate debt of the parties should be paid by the party who incurred same.

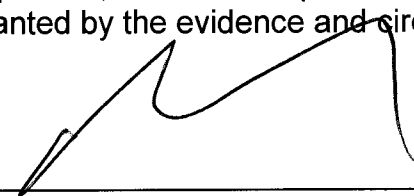
9. That the Petitioner should be awarded sole possession and use of the vehicle in her possession subject to any and all indebtedness thereon.

10. That the Respondent should be awarded sole possession and use of the vehicle in his possession subject to any and all indebtedness thereon

11. Other than as is otherwise stated herein, each party should be awarded possession and use of the personal property in his or her present respective possession

12. Petitioner should be ordered to pay Respondent's reasonable and necessary attorney fees, suit monies, costs and litigation expenses herein.

Wherefore, Respondent requests that the Court issue its Order Setting Hearing setting hearing upon said application; that, upon such hearing being conducted, the Court issue the temporary orders above requested; and that Respondent be granted all further ancillary and proper relief as is warranted by the evidence and circumstances presented.



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Fax (918) 712-9222
Attorney for Respondent

Verification


State of Oklahoma, County of Tulsa, ss:

[REDACTED] of lawful age and being first duly sworn upon oath, states: I am Respondent above named. I have read the foregoing instrument and state that all statements contained therein are true and correct.

[REDACTED]

Subscribed and sworn to before me on March 25, 2015, by Terill Dean Ford, III Respondent above named.

My Commission Expires:

 **TRACY BLAKNEY**
Commission # [REDACTED] Notary Public
State of Oklahoma
Commission # 09007944 Expires 09/18/17

Nancy Blakney
Notary Public

Certificate of Delivery

On March 26, 2015, I mailed, postage prepaid, by First Class U.S. Mail, a true copy of the foregoing instrument to:

Thomas H. Landrum
The Firm on Baltimore
1811 S. Baltimore Ave.
Tulsa, OK 74119

[Signature]
James W. Feamster, III
Adam P. Carroll