



IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

In re the Marriage of

[Redacted]

Petitioner,

and

[Redacted]

Respondent.

DISTRICT COURT
FILED

MAR 05 2015

Case No.:

[Redacted]

FD DOCKET

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

ATTORNEY'S LIEN CLAIMED

**PETITION FOR DISSOLUTION OF MARRIAGE DECREE AND
AUTOMATIC TEMPORARY INJUNCTION NOTICE**

COMES NOW the Petitioner, [Redacted] by and through her attorney of record,
Thomas H. Landrum, of The Firm on Baltimore, PLLC, and for her cause of action against the
Respondent, [Redacted] alleges and states that:

1. Petitioner is now and has been for more than six (6) months immediately preceding the filing of the Petition herein an actual resident, in good faith, of the State of Oklahoma, and a resident of Tulsa County, for thirty (30) days at the time this Petition was filed.
2. The parties were married on May 1, 2007 in Tulsa, Oklahoma, and have been since that time and are at the present time husband and wife.
3. Of this marriage there are two (2) minor children, namely: Hayden Lee Ford, born March 13, 2007 and Tynleigh Elizabeth Ford, born January 27, 2014.
4. Attached and made a part of by this reference is Petitioner's Affidavit in compliance with the requirements of the Uniform Child Custody Jurisdiction and Enforcement Act 43 O.S. § 551-101 *et seq.*
5. As grounds for dissolution of the marriage, the Petitioner alleges that a state of complete and irreconcilable incompatibility has arisen between the parties which has completely destroyed the

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legitimate aims of the marriage of the parties and rendered its continuation impossible, by reason of which the Petitioner and Respondent are entitled to a decree of dissolution of the marriage from each other.

6. The Petitioner is a fit and proper person to be awarded sole custody of the minor children.

The Respondent should be awarded reasonable visitation with the minor children.

7. Child support should be ordered in accordance with the Oklahoma Child Support Guidelines.

8. The parties have acquired certain property, which the Petitioner asks be fairly and equitably divided between the parties.

9. During the marriage, the parties have acquired certain debts which the Petitioner asks be fairly and equitably divided between the parties.

10. Petitioner has a need arising of the marriage for, and Respondent has the ability to pay, a reasonable amount of spousal support.

11. The Petitioner has recently applied for government assistance, however the parties have not received any payments from DHS as of the filing of this Petition.

12. The issue of attorney's fees should be reserved.

13. By separate application Petitioner seeks from this Court both temporary and emergency relief including, but not limited to, suit money.

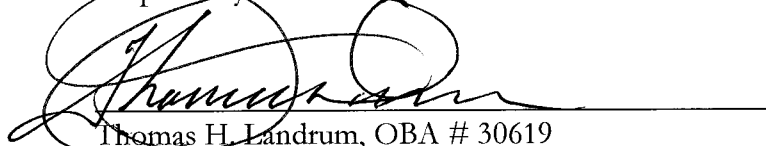
14. Respondent has intentionally dissipated assets of the marriage and his behavior should be considered by the Court when equitably dividing the marital estate.

WHEREFORE, premises considered, the Petitioner prays that upon hearing this cause the Court grant and award to the Petitioner:

1. A decree of dissolution of the marriage;

2. Sole custody and visitation of the minor children;
3. Child Support pursuant to the Oklahoma Child Support Guidelines;
4. A fair and equitable portion of the marital debt;
5. A fair and equitable portion of the marital property;
6. Spousal support; and
7. Such other and further relief to which Petitioner may be entitled.

Respectfully Submitted



Thomas H. Landrum, OBA # 30619

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Attorney for the Petitioner

AUTOMATIC TEMPORARY INJUNCTION NOTICE

All parties are hereby notified that an automatic Temporary Injunction is a restraining order as follows:

1. Restraining the parties from transferring, encumbering, 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 in the usual course of business, for the purpose of retaining an attorney for the case or for the necessities of life and requiring each party to notify the other party of any proposed extraordinary expenditures and to account to the court for all extraordinary expenditures made after the injunction is in effect,

2. Restraining the parties from:

2.1. Intentionally or knowingly damaging or destroying the tangible property of the parties, or of either of them, including, but not limited to, any document that represents or embodies anything of value,

2.2. Making any 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,

2.3. Withdrawing or borrowing in any manner all or any part of the cash surrender value of any life insurance policies on either party or their children,

2.4. Changing or in any manner altering the beneficiary designation on any life insurance policies on the life of either party or any of their children,

2.5. Canceling, altering, or in any manner affecting any casualty, automobile, or health insurance policies insuring the parties' property or persons,

2.6. Opening or diverting mail addressed to the other party, and

2.7. 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,

3. Requiring the parties to maintain all presently existing health, property, life and other insurance which he or she is presently carrying on any member of this family unit, 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,

4. Enjoining both parties from molesting or disturbing the peace of the other party or of the children to the marriage,

5. Restraining both parties from disrupting or withdrawing their children from an educational facility and programs where the children historically have been enrolled, or day care,

6. Restraining both parties from hiding or secreting their children from the other party, and

7. Restraining both parties from removing the minor children of the parties, if any, 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.

By Order of the Court pursuant to 43 O.S. Section 110 this Automatic Temporary Injunction shall be effective unless the both parties have waived the injunction or within three (3) days of service on the party files an objection to the injunction and requests a hearing.

The parties may waive the Automatic Temporary Injunction by checking the box below and will NOT be waived unless both parties sign their own name in the waiver attached below.

8. I have prepared this *Verification* in compliance with 43 O.S. § 511-209 and understand that I have a continuing duty to inform the Court of any proceeding in this or any other state that could affect the current proceeding.

VERIFICATION OF DOCUMENTS

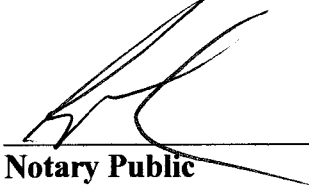
STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

I, [REDACTED] of lawful age, being duly sworn on oath, states:

That I am the Applicant herein; that I have read the above and foregoing Document, know the contents thereof, and that the matters and things therein stated are true and correct to the best of my knowledge, information and belief.

[REDACTED]

SUBSCRIBED AND SWORN to before me this 5th day of March, 2015.



Notary Public

(SEAL)

