



IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

IN RE THE MARRIAGE OF

[Redacted Name]

Petitioner,

vs.

[Redacted Name]

Respondent.

DISTRICT COURT
FILED
OCT 07 2016
SALLY HOWE SMITH, COURT CLERK
STATE OF OKLAHOMA, TULSA COUNTY

2016 OCT -7 PM 2:27
SALLY HOWE SMITH
COURT CLERK
STATE OF OKLAHOMA, TULSA COUNTY

RESPONDENT'S ANSWER AND COUNTER-PETITION

Answer

Respondent, [Redacted Name] for his Answer to the *Petition for Dissolution of Marriage* filed in this case on September 14, 2016 ("Petition") denies, generally and specifically, all allegations made in the Petition, except as are hereafter admitted or qualified. For further answer, Respondent states:

1. Respondent admits the allegations contained in paragraphs 1, 2, 3 and 9 of the Petition, and denies the allegations contained in paragraphs 8 and 10 of the Petition.
2. Respondent admits that part of paragraph 4 which alleges that the parties are incompatible, but denies that Respondent has practiced any conduct which has destroyed the legitimate aims of the marriage.
3. Respondent admits that part of paragraph 5 which alleges that the parties entered into a Prenuptial Agreement dated March 4, 2014, and denies the remaining allegations in that paragraph.

4. Respondent admits that part of paragraph 6 which alleges that the parties accumulated joint property during their marriage, and that the parties have divided certain of that property, and denies the remaining allegations contained in paragraph 6.

5. Respondent admits that part of paragraph 7 which alleges that the parties should be restored in their separate property, but denies that any such determination should be made pursuant to the referenced Prenuptial Agreement.

Affirmative Defenses

6. The Prenuptial Agreement is void and/or unenforceable, as against public policy, for among other reasons the Prenuptial Agreement encourages divorce and/or profiteering from divorce.

7. The Prenuptial Agreement is void and/or unenforceable because there was not full disclosure, or full knowledge, and understanding, of the nature, value and extent of the parties' respective property;

8. The Prenuptial Agreement should be set aside due to mutual mistake.

9. The Prenuptial Agreement is unconscionable and should therefore be set aside.

10. Further performance of Respondent under the terms of the Prenuptial Agreement has been made impracticable, without fault of the Respondent, due to the occurrence of events and/or the non-occurrence of events, which were basic assumptions upon the Prenuptial Agreement was made.

11. The parties have modified the Prenuptial Agreement.

12. Respondent has discharged all, or a portion of any obligations he owes Petitioner under the Prenuptial Agreement.

13. Respondent has received all, or a portion of what is due her under the terms of the Prenuptial Agreement.

Counter-Petition

For this, his Counter-Petition, Respondent realleges and incorporates all of the allegations contained in his Answer and Affirmative Defenses as if fully set forth herein, and further alleges and states as follows:

1. A state of complete and irreconcilable incompatibility has arisen between the parties hereto which has completely destroyed the legitimate aims of the marriage of the parties and rendered its continuation impossible by reason of which the Respondent is entitled to a Decree of Dissolution.

2. The parties have acquired no marital property and have incurred no marital debts during their marriage.


3. The parties each own separate real and personal property which should be confirmed and restored into their separate name and possession.

WHEREFORE, premises considered, Respondent prays that upon hearing this cause, the Court deny the relief prayed for in the *Petition for Dissolution of Marriage*; that Respondent be granted a decree of dissolution from the Petitioner; an order confirming and restoring the parties' separate property; and, for such other and further relief to which the Respondent may be entitled and which may be deemed just and proper by the Court.

Respectfully submitted,

JAMES, POTTS & WULFERS, INC.

By: _____



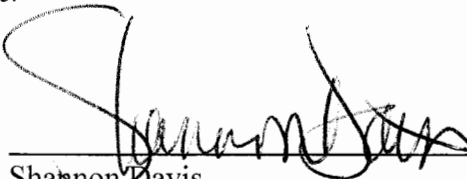
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Attorney for Respondent [REDACTED]

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 7th day of October, 2016, a true and correct copy of the above and foregoing **RESPONDENT'S ANSWER AND COUNTER-PETITION** was mailed to the following with sufficient postage thereon prepaid:

James R. Gotwals, Esq.
Mary L. Gutierrez, Esq.
Benjamin Aycock, Esq.
JAMES R. GOTWALS & ASSOCIATES, INC.
525 S. Main Street, Suite 1130
Tulsa, Oklahoma 74103-4512
Attorneys for Petitioner



Shannon Davis

VERIFICATION

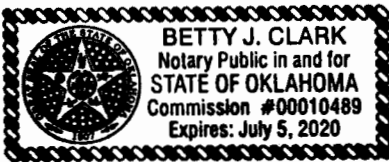
STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

I, [REDACTED] being first duly sworn, on oath, state:

THAT I am the Respondent above-named; that I have read the above and foregoing instrument, know the contents thereof, and the same are true and correct to the best of my knowledge and belief.

[REDACTED]

Subscribed and sworn to before me this 14 day of October, 2016.



Betty J. Clark
NOTARY PUBLIC

My commission expires:

My commission number:
