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IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

IN RE THE MARRIAGE OF
FILED
DEC 16 2016

[Redacted]
Petitioner,

and

[Redacted]
Respondent.

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY
Case No. [Redacted]
FGN: 820860001 TUE

AGREED DECREE OF DISSOLUTION OF MARRIAGE

On this 15 day of December 2016, this matter comes before this Court upon
Petitioner's *Petition for Dissolution of Marriage* and by agreement of the parties. Petitioner [Redacted]
[Redacted] is present in person and with his attorney, Christian Barnard. Respondent [Redacted]
[Redacted] and her attorney, Natalie K. Reid, having previously approved of this *Agreed
Decree of Dissolution of Marriage* as evidenced by their signatures hereon, did not appear.

The Court, having examined the files and records in this case, having fully considered the
evidence, and being fully advised in the premises and the agreements of the parties, finds and
orders as follows:

1. **THE COURT FINDS** that, as required by Rule 8.2 of the Rules for District Courts, the
following acts are either complied with or are not applicable:

- a. District Court Rule 8.2 (Memorializing Record): complied with.
- b. OKLA. STAT. tit. 43, §551-101 *et seq.* (Uniform Child Custody Jurisdiction and
Enforcement Act): complied with.
- c. 28 U.S.C. §1738 (Parental Kidnapping Prevention Act): complied with.
- d. OKLA. STAT. tit. 43, § 601-100 *et seq.* (Uniform Interstate Family Support Act):
complied with.

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COURT CLERK

- e. 28 U.S.C. §1738B (Full Faith and Credit of Child Support Orders Act): complied with.
 - f. OKLA. STAT. tit. 10, §40 *et seq.* (Oklahoma Indian Child Welfare Act): not applicable.
 - g. 25 U.S.C. §1981 *et seq.* (Indian Child Welfare Act): not applicable.
2. **THE COURT FINDS** that the parties were married on September 3, 2013, and have been since that time and are at the present time husband and wife.
3. **THE COURT FINDS** that there are (2) minor child of this marriage, [REDACTED] and [REDACTED] both born September 6, 2013. Respondent is not now pregnant.
4. **THE COURT FINDS** that Petitioner was for more than six (6) months preceding the filing of Petitioner's *Petition* herein a bona fide resident in good faith of the State of Oklahoma, and was for more than thirty (30) days prior to the filing of Petitioner's *Petition* an actual resident in good faith of Tulsa County, Oklahoma.
5. **THE COURT FINDS** that a state of irreconcilable incompatibility has arisen between the parties which destroys any legitimate aims of the marriage and renders its continuation impossible.
6. **THE COURT FINDS** that this is an agreed decree such that the parties have negotiated and agreed to its terms and provisions as evidenced by their signatures hereon, waiving all objections and rights inconsistent with the terms hereof, and have asked this Court to make their agreement the order and judgment of this Court. The Court recognizes that this is an agreed order, wherein each party, having adequate opportunity to discuss this matter with legal counsel, has knowingly, willingly, and intentionally waived such rights as they may have under the pleadings in this case, or under existing case or statutory law, specifically including the right to a hearing and trial on these issues, in order to resolve this matter in the manner hereinafter set forth. Further, to the

extent that either party has waived any statutory rights to trial and hearing, etc., the Court finds that such waiver was knowingly entered into freely and voluntarily, and that each party agrees that the entry of this agreed decree is in their best interests and what each party wants the Court to enter.

7. **THE COURT FINDS** that the parties stipulate and represent that they have fully disclosed to each other all marital and separate property held by each of them as well as all other matters relevant and material to a fair and equitable division of the marital estate between the parties. They have each represented to each other that they are fully aware of the assets and liabilities of the parties' marital estate, whether separate, marital, or mixed.

8. **THE COURT FINDS** that the orders contained herein regarding the care, custody, support, and control of the parties' minor child are in the minor child's best interests.

9. **THE COURT FINDS** that the parties' marital property and debts have been fairly and equitably divided herein.

10. **THE COURT FINDS** that neither party has filed bankruptcy in the previous six (6) years.

DISSOLUTION OF MARRIAGE

11. **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** by this Court that each party is entitled to and is hereby granted a dissolution of marriage, each from the other.

12. **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** by this Court that Respondent shall be and is hereby restored to her former name, Bridgette Julianna Calhoun.

LEGAL & PHYSICAL CUSTODY OF THE MINOR CHILDREN

13. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that Respondent is awarded sole legal custody of the minor children, however, in the exercise of same, Respondent shall be obligated to solicit Petitioner's input regarding major decisions concerning the minor

children's health, welfare, education, and upbringing, and consider Petitioner's opinion prior to arriving at decisions regarding said issues that are in the minor children's best interests. For purposes of facilitating the communication described herein, the parties shall correspond via text message or email only absent an emergency.

14. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that in order to ensure the continuing association between the minor children and the parties and to best promote and foster continued parent-child companionship, the parties shall exercise physical custody of the minor children on a week on/week off schedule with physical custody exchanges taking place on Sundays at 6:00 p.m. The party beginning his or her period of physical custody shall be responsible for providing transportation for the minor children for purposes of the physical custody exchange, however, should either party move more than twenty (20) miles from their current residence, the parties shall meet at a point halfway between their respective residences for purposes of exchanging physical custody of the minor children.

15. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that during the periods each of them has physical custody of the minor children, the parties shall not interfere, intrude, or impose upon the other's time with the minor children other than telephone contact as ordered herein.

16. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that the terms and orders herein provide the minimum amount of visitation between the Petitioner and the minor children. Additional visitation between Petitioner and the minor children is encouraged.

17. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that Respondent has a duty to facilitate visitation between Petitioner and the minor children.

18. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that during the periods each of them has physical custody of the minor children, that parent shall decide all normal, regular, and routine matters concerning the minor children's welfare, and that each party shall cooperate with one another in maintaining a mutually supportive arrangement regarding such normal, regular, and routine matters.

19. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that when either parent feels it necessary to make a medical or dental appointment for the minor children, that parent shall coordinate the date of the appointment as much as possible with the other parent. The parent making the appointment shall confirm and memorialize the appointment, the provider, and the date and time promptly to the other parent via email or text message. If any changes or cancellations are necessary, both parents should be informed immediately.

20. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that the parent having physical custody of the minor children shall have the right to authorize emergency medical care or treatment; provided that the parent shall inform and notify the other parent of the emergency as soon as possible.

21. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that the party not scheduled to have physical custody of the minor child on his or her birthday shall be entitled to exercise physical custody of the minor child from 12:00 p.m. to 8:00 p.m. the day immediately prior to same if said day falls on a weekend. If said day falls on a school day, the party not scheduled to have physical custody of the minor child on his or her birthday shall be entitled to exercise physical custody of the minor child from 5:00 p.m. to 8:00 p.m. on said day.

22. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that the parties shall not schedule or arrange activities or events for the minor children during the other party's periods

of physical custody without the agreement of that party except for regularly scheduled activities such as sports or classes. Both parties are to ensure the children attend their regularly scheduled activities and classes at their scheduled times.

23. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that frequent and liberal telephone visitation and/or video chats between the parties and the minor children will be encouraged by the parties, and shall not be denied.

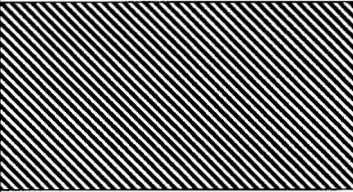
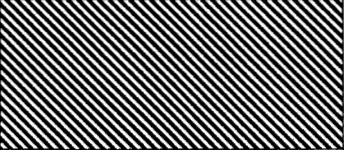
24. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that the parties may agree to terms of visitation in excess of those provided herein and may agree to temporarily alter these terms as needed. Additionally, the parties shall cooperate and make any modifications necessary to accommodate either parties' work or school schedules. All such alterations should be memorialized in writing, between in the parties in advance of any such changes.

25. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that that neither party shall consume intoxicating substances while exercising physical custody of the minor children.

26. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that each party shall give the other party no less than forty-eight (48) hours' notice if he or she does not intend to exercise his or her visitation, unless an emergency situation arises, in which case he or she will give notice as soon as is possible under the circumstances.

27. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that the parties shall exercise physical custody of the minor child during the holidays as follows:

HOLIDAY	PETITIONER	RESPONDENT
<u>Spring Break</u> : from 3:00 p.m. on the day school recesses for Spring Break to the start of school following Spring Break.	Even numbered years.	Odd numbered years.

<u>Easter</u> : from 3:00 p.m. on Friday to the start of school, or 8:00 a.m. if the children are not in school, on Monday.	Odd numbered years.	Even numbered years.
<u>Memorial Day</u> : from 3:00 p.m. on Friday to the start of school on Tuesday.	Even numbered years.	Odd numbered years.
<u>Father's Day</u> : from 10:00 a.m. on Sunday to the start of school, or 8:00 a.m. if the children are not in school, on Monday.	Every year.	
<u>Mother's Day</u> : from 10:00 a.m. on Sunday to the start of school, or 8:00 a.m. if the children are not in school, on Monday.		Every year.
<u>Independence Day</u> : from 3:00 p.m. on July 3 to 3:00 p.m. on July 5	Odd numbered years.	Even numbered years
<u>Labor Day</u> : from 3:00 p.m. on Friday to the start of school on Tuesday.	Even numbered years.	Odd numbered years.
<u>Halloween</u> : from 10:00 a.m. on October 31 to the start of school, or 8:00 a.m. if the children are not in school, on November 1.	Odd numbered years.	Even numbered years.

28. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that the parties shall exercise physical custody of the minor children during the Thanksgiving holiday as follows: Petitioner shall exercise physical custody of the minor children on Thanksgiving Day from 10:00 a.m. to 4:00 p.m. on odd numbered years and Respondent shall exercise this time on even numbered years. Respondent shall exercise physical custody of the minor children from 4:00 p.m. on Thanksgiving Day to 8:00 a.m. on Friday on odd numbered years and Petitioner shall exercise this time on even numbered years.

29. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that the parties shall exercise physical custody of the minor children during the Christmas holiday as follows: Petitioner shall exercise physical custody of the minor children from 10:00 a.m. on Christmas Eve to 10:00 a.m. on Christmas Day on odd numbered years. Respondent shall exercise this time on even numbered years. Respondent shall exercise physical custody of the minor children from 10:00 a.m. on Christmas Day to 8:00 a.m. on December 26 on odd numbered years and Petitioner shall exercise this time on even numbered years.

30. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that the terms and orders herein regarding the holiday physical custody schedules shall supersede all periods of regular physical custody.

31. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that it is the responsibility of the parent exercising physical custody to ensure the minor children are ready for visitations at the times specified herein.

32. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that both parents intend to jointly exercise the following rights in the best interest of the minor children:

- a. Right to reasonable access and unhampered contact with the minor children upon reasonable prior notice and within the schedule of physical custody included herein.
- b. Right to be notified in the event the minor children become ill or need medical treatment.
- c. Right to inspect and receive the minor children's medical, dental, orthodontic, optical, psychological, or other records, and the right to consult with any health care professional treating the minor children.

d. Right to consult with school and day care officials concerning the minor children's care and educational status, and the right to inspect and receive student records.

e. Right to receive, or have forwarded promptly from the other parent or the minor children's school, copies of all school reports, calendars of school events, notices of parent-teacher conferences and school programs, and the right to purchase school pictures.

f. Right to a schedule of the minor children's activities.

33. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that the address and telephone numbers of the parties, and those places where the minor children might be temporarily staying, shall be known to each other at all times.

34. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that the parties shall be mindful of the minor children's school activities, extracurricular activities, and peer activities and associations, and the wishes of the minor children, and in the event of conflict respecting visitation, both parties shall work together reasonably in advance to arrange for alternate visitation if necessary.

35. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that the parties shall each have the right to attend and be involved in all of the minor children's school activities, extracurricular activities, and peer activities and associations.

36. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that neither parent has the right to withhold physical custody of the minor children from the other in violation of this *Agreed Decree*. Withholding of custody of the minor children is contrary to the letter and spirit of this *Agreed Decree*. Any party who withholds custody from the other, without justification, can be held in contempt and assessed costs and attorney's fees in accordance with Oklahoma law.

37. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that both parties shall refrain from making derogatory remarks or comments about each other in the presence of the minor children, and shall refrain from asking the minor children to relay messages to, or keep secrets from, the other parent.

38. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that if the minor children are to travel outside the state of Oklahoma, for whatever reason, the parent with whom the minor children are travelling, or who has approved of the travel, shall notify the other parent reasonably in advance of the current address and telephone number of each such location where the minor children can be reached. All trips outside the state of Oklahoma shall not conflict with the other party's right of custody or visitation unless prior written consent is obtained from that party.

39. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that the parent who receives notice of the school picture schedule or sports/activity picture schedule shall timely and promptly notify the other parent and shall provide the other parent with an opportunity to obtain copies of all school and/or sports photographs or studio portraits taken of the minor children.

40. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that in the event either party remarries, that party's new spouse should and shall be made aware of the terms of this *Agreed Decree*, and that party shall make every effort to ensure that his or her spouse honors and respects the terms and provisions herein.

CHILD SUPPORT

41. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that child support shall be calculated and paid pursuant to the Oklahoma Child Support Guidelines as follows:

a. **Current Child Support.** Petitioner has duty to provide support for the minor children and shall pay child support in the following amounts in accordance with the *Child Support Computation* attached hereto as **Exhibit A**. For purposes of calculating child support, the parties have agreed that Petitioner's gross monthly income is \$2,446.00; and Respondent's gross monthly income is \$1,560.00. Payments shall begin on June 1, 2016 and continue on the same day each month thereafter, until the children reach the age of eighteen (18) years. Provided that if the minor children reside with Respondent when they reach the age of eighteen (18) years and are still attending high school, child support shall continue until the age of twenty (20) years, so long as the minor children are regularly enrolled in and attending high school, including other means of high school education or an alternative high school education program.

	Amount	Effective Date
Child Support Obligation Subtotal (line 26a)	\$138.84	June 1, 2016
Cash Medical Support if ordered (line 26b)	\$122.30	June 1, 2016
Ongoing Medical Support if ordered (line 26c)	\$0.00	June 1, 2016
Total Obligation to be paid by Respondent (line 27)	\$261.14	June 1, 2016

b. **Medical Support.**

- i. The Court finds that currently there is no insurance coverage available.
- ii. The Court orders that Petitioner shall pay cash medical support in the amount of one hundred twenty-two dollars and thirty cents (\$122.30) per month. The cash medical support is included in the child support amount ordered above.
- iii. All cash medical support shall be paid through the Oklahoma Centralized Support Registry as outlined below. The cash medical amount shall be discontinued when health insurance becomes available at a reasonable cost and the minor children are enrolled in the insurance plan unless it was ordered due to family

violence issues. The party providing insurance must provide proof to the Court, the Oklahoma Department of Human Services (OKDHS), and the other party that the minor children are covered by the insurance plan. The cash medical support shall be terminated by notice sent to the parties by regular mail.

- iv. If the minor children are not covered by dependent health insurance, alternative health coverage, or a government medical assistance program, the Respondent is ordered to apply immediately on behalf of the minor children for government medical assistance (such as SoonerCare or similar program) unless the Court finds otherwise. The Respondent must provide proof of application for services to the other parent within thirty (30) days of this Order.

- AND -

- v. Petitioner shall obtain accessible health insurance coverage for the minor children whenever such insurance is available through an employer or other group plan, at a cost not to exceed one hundred twenty-two dollars and thirty cents (\$122.30) per month.

- vi. Additional Medical Support Orders.

1. Non-Covered Expenses. Petitioner shall pay sixty-one percent (61%) and Respondent shall pay thirty-nine percent (39%) of the reasonable and necessary medical, dental, orthodontic, optometric, psychological, or any other physical or mental health expenses for the minor children not covered by insurance or other third-party coverage. If reimbursement is required, the parent who incurs the expense shall provide the other parent with proof of the expense within forty-five (45) days of receiving the

Explanation of Benefits from the insurance provider or other proof of the expense if the expense is not covered by insurance. All requests for reimbursement not made within forty-five (45) days of receiving the *Explanation of Benefits* from the insurance provider or other proof of the expense if the expense is not covered by insurance are waived. The parent responsible for reimbursement shall pay his or her portion of the expense within forty-five (45) days of receipt of documentation of the expense.

2. Exchange of Information. The person ordered to provide health insurance shall provide the other party and OKDHS with proof of enrollment, insurance cards, policy information, policy number, and any other documents necessary for the children to use the insurance. The parents shall be required to exchange any information necessary to secure dependent health insurance enrollment.

The parents must furnish each other and OKDHS with timely written documentation of any change in health insurance within thirty (30) days of the date of the change. Upon timely notification of the change, the other parent is responsible for his or her percentage share of the changed costs of the health insurance. Failure to provide timely notice may result in denial of the right to receive credit or reimbursement for the expense or increased premium.

c. **Child Care Costs.** Child care is currently being expended and the parties are ordered to pay their respective *pro rata* share of all monthly employment or education-related child care expenses for the minor children, as additional child support, commencing

on the same day and to be paid in the same manner as any current child support set out herein. However, if Respondent chooses to use independent child care when Petitioner's mother is available for child care purposes, Respondent shall be solely responsible for any and all expenses incurred. The parties shall timely exchange documentation regarding said expenses. This is based on the Court's ruling and is over the objection of DHS.

d. **Interest Accruing on Delinquent Child Support.** Child support obligations under an Oklahoma order draw interest at a rate of ten percent (10%) from the date they become delinquent.

e. **Method of Payment.** All child support shall be made payable to the Oklahoma Department of Human Services and mailed to:

Oklahoma Centralized Support Registry
PO Box 268849
Oklahoma City, Oklahoma 73126-8849

with the child support case number 820860001 on the face of the payment. Payments may also be paid electronically through the State of Oklahoma SMART e-Pay system. Payments shall continue to be made in this manner for so long as child support services are provided for the benefit of the minor children by OKDHS. Any delinquent child support payments due at the time and still subject to an assignment made in favor of the Department of Human Services shall continue until the assignment has been released by the Department of Human Services. **PAYMENTS MADE IN ANY MANNER OTHER THAN AS SPECIFIED IN THIS ORDER SHALL BE CONSIDERED GIFTS AND SHALL NOT BE CREDITED TO THE AMOUNT OWED.**

f. **Income Assignment.** An immediate income assignment is ordered pursuant to OKLA. STAT. tit. 12, §1171.3(G)(1). A portion of the Petitioner's monthly or other periodic

income shall be assigned to the Respondent or the appropriate agency in an amount sufficient to ensure payment of the monthly child support obligation ordered herein. The assignment is effective immediately; provided, however, that the Petitioner remains responsible for making payments directly to OKDHS in any month when an income assignment is not in effect or does not pay the full amount due under this order.

Petitioner's current employer is:

Robertson Tire Company, Inc.
PO Box 472287
Tulsa, Oklahoma 74147-2287

g. **Address of Record for Service of Process and Employment Changes.** All parties are required to inform the Central Case Registry of their current address of record for service of process in support, visitation, and custody actions. Any changes in a party's address of record, employer, and health insurance must be provided in writing to the Central Case Registry within thirty (30) days of the change at the following address:

Central Case Registry
PO Box 248843
Oklahoma City, Oklahoma 73124

The parties may be served in child support actions filed after this date by regular mail to the last address of record provided to the Central Case Registry. The address of record may be different from the party's physical address. If your physical address and address of record are different, you must notify the child support enforcement office of any changes in your physical address. Future notices may be served at the last address of record provided to the Central Case Registry by regular mail.

Petitioner's address of record is:
9525 South Lakewood Avenue
Tulsa, Oklahoma 74133

Respondent's address of record is:
2427 South 83rd East Avenue
Tulsa, Oklahoma 74129

h. **Extracurricular Activities.** Costs associated with the minor children's extracurricular activities shall be divided fifty percent (50%) to Petitioner and fifty percent (50%) to Respondent. If reimbursement is required, the parent who incurs the expense shall provide the other parent with proof of the expense within forty-five (45) days of receiving proof of the expense. All requests for reimbursement not made within forty-five (45) days of receiving proof of the expense are waived. The parent responsible for reimbursement shall pay his or her portion of the expense within forty-five (45) days of receipt of documentation of the expense

42. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court and by agreement of the parties that Petitioner does not owe, nor shall he pay, any child support arrearages to Respondent as of the date of entry of this *Agreed Decree*. This issue of TANF and/or AFDC reimbursement, cash medical support, and child care subsidy reimbursement and interest thereon owed by either party to the state of Oklahoma is reserved, to be set before this Court upon proper application.

43. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that the parties shall file their 2015 state and federal taxes together and shall equally split any tax return or taxes due. Thereafter, beginning with tax year 2016 the parties shall alternate claiming in the minor children for all state and federal tax purposes with Petitioner claiming the minor children in odd numbered years, and Respondent claiming the minor children in even numbered years.

RELOCATION

44. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that if either party to this action intends to move his or her primary residence, or intends to move the primary residence of the minor children of the parties, over seventy-five (75) miles for a period of sixty (60) days or

more when such move is not a temporary absence from the children's principal residence, such move is governed by the provisions set forth herein below.

45. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that the parties shall notify each other of any change in address of less than seventy-five (75) miles away from their current address within thirty (30) days of said change.

46. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that, as parties to this action, each party hereto shall notify every other party to this action in writing of a proposed relocation of the minor children, change of primary residence address, and the following information:

- a. The intended new residence, including the specific address, if known;
- b. The mailing address, if not the same;
- c. The home telephone number, if known;
- d. The date of the intended move or proposed relocation;
- e. A brief statement of the specific reasons for the proposed relocation of the minor children, if applicable; and
- f. A proposal for a revised schedule of visitation with the minor children, if any.

47. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that each party is further ordered to give written notice of the proposed relocation or change of residence address on or before the sixtieth (60th) day before a proposed change. If the relocating party did not know and could not have reasonably known of the change in sufficient time to provide a sixty (60) day notice, said party is ordered to give written notice of the change on or before the tenth (10th) day after the date that said party knows of the change.

48. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that the parties' obligation to furnish this information to every other party continues as long as they, or any other person by virtue of this order, are entitled to custody of or visitation with the minor children covered by this order.

49. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that failure to obey the order of this Court to provide every other party with notice of information regarding the proposed relocation or change of residence address may result in further litigation to enforce the order, including contempt of court.

50. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that a party's failure to notify of a relocation of the minor children as described herein may be taken into account in a modification of custody of, visitation with, possession of, or access to the minor children. Reasonable costs and attorney fees also may be assessed for failing to give the required notice.

51. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that if the non-relocating party does not file a proceeding seeking a temporary or permanent order to prevent the relocation within thirty (30) days after receipt of notice of the intent of the other party to relocate the residence of the child, relocation is authorized.

PROPERTY & DEBT DIVISION

52. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that the parties have divided their personal and intangible property to their mutual satisfaction.

a. Petitioner is awarded as his sole and separate property, free and clear of any claims, rights or interest whatsoever of Respondent, the following:

- i. All personal property acquired by him prior to marriage;
- ii. All personal property acquired by him since July 22, 2015;

- iii. All of Petitioner's personal clothing and affects;
 - iv. All personal property in Petitioner's possession;
 - v. The 2015 Chrysler 200 vehicle;
 - vi. All of Petitioner's bank accounts, financial accounts, retirement accounts, and pensions; and
 - vii. Any and all property and accounts not listed herein in the sole name of Petitioner.
- b. Respondent is awarded as her sole and separate property, free and clear of any claims, rights, or interest whatsoever of Petitioner, the following:
- i. All personal property acquired by her prior to marriage;
 - ii. All separate property acquired by her since July 22, 2015;
 - iii. All of Respondent's personal clothing and affects;
 - iv. All personal property in Respondent's possession;
 - v. The 2015 Jeep Patriot vehicle, VIN 1C4NJRBB5FD290775;
 - vi. All of Respondent's bank accounts, financial accounts, retirement accounts, and pensions; and
 - vii. Any and all property and accounts not listed herein in the sole name of Respondent.

53. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that each party shall refinance any loan associated with the vehicle awarded to them in paragraph 52 above so as to remove the other party's name from the loan as soon as possible.

54. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that each party is ordered and directed to deliver all personal property awarded to the other within ten (10) days of the entry of this *Decree*.

55. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that each party is 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 the terms of this division of the property into effect, and in the event either of the parties fails to do so within ten (10) days of the entry of this *Decree*, then this *Decree* shall operate as such conveyance.

56. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that the parties have divided their separate or jointly acquired debts to their mutual satisfaction.

a. Petitioner is awarded the following debts:

- i. All debts incurred by him personally prior to marriage;
- ii. All debts incurred by him personally since July 22, 2015;
- iii. All debt and costs associated with any and all property awarded to Petitioner herein; and
- iv. All debts not listed herein which are solely in Petitioner's name.

b. Respondent is awarded the following debts:

- i. All debts incurred by her personally prior to marriage;
- ii. All debts incurred by her personally since July 22, 2015;
- iii. All debts and costs associated with any and all property awarded to Respondent herein; and
- iv. All debts not listed herein which are solely in Respondent's name.

57. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that each party is ordered to hold harmless from liability the adverse party on all debts each is ordered to pay herein, including all attorney fees and costs incurred in defense of creditors' suits, or prosecution of any action to enforce this agreed decree.

ADDITIONAL ORDERS

58. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that neither party shall pay the other support alimony.

59. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by this Court that Respondent may request that Petitioner submit to a ten (10) panel hair follicle drug screen up to four (4) times per year. Respondent's request must be made in writing and communicated to Petitioner via email. Upon receipt of Respondent's request, Petitioner shall submit to said drug screen within forty-eight (48) hours. All drug screens shall be conducted by Weaver Drug Testing Lab, 1619 South Boulder Avenue, Tulsa, Oklahoma, 74119, (918) 622-6600. All costs associated with the drug screen shall be initially paid by Petitioner. Should Petitioner produce a negative drug screen result, Respondent shall reimburse Petitioner all costs associated with the drug screen within ten (10) days of her receipt of the negative drug screen results.

60. **IT IS FINALLY ORDERED, ADJUDGED, AND DECREED** by this Court that the findings and orders herein represent the full and final settlement of all claims between the parties arising in this matter and each party knowingly and willfully waives any and all additional claims for relief inconsistent with the terms and orders found herein. Specifically, neither party shall be entitled to any additional relief regarding the division of any marital property or debts after the date this *Agreed Decree* is entered whether said property or debts are specifically identified herein or intentionally or unintentionally excluded. Neither party shall be entitled to any additional relief

regarding the legal and physical custody or support of the minor child except as allowed pursuant to Oklahoma law.

SIGNED AND ENTERED THIS 13 DAY OF Dec 2016.



JUDGE OF THE DISTRICT COURT

APPROVED AS TO CONTENT:



Chad Warren Smith, Petitioner


Bridgette Julfalna Smith, Respondent

APPROVED AS TO FORM:


Christian D. Bennett, OBA No. 22482
CORNELL | CORNELL
8801 South Yale Avenue, Suite 250
Tulsa, Oklahoma 74107
(918) 779-5800
(918) 515-4659 (fax/office)

ATTORNEY FOR PETITIONER


Nathan K. Reid, OBA No. 80226
2828 East 31st Street, Suite 400
Tulsa, Oklahoma 74105
(918) 749-8823
(918) 749-8823 (fax/office)

ATTORNEY FOR RESPONDENT

APPROVED AS TO STATE INTEREST ONLY:



regarding the legal and physical custody or support of the minor child except as allowed pursuant to Oklahoma law.

SIGNED AND ENTERED THIS ____ DAY OF _____ 2016.

JUDGE OF THE DISTRICT COURT

APPROVED AS TO CONTENT

Chad Warren Smith, *Petitioner*

Bridgett Julianna Smith, *Respondent*

APPROVED AS TO FORM:

Christian D. Barnard, OBA No. 22482
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ATTORNEY FOR PETITIONER

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Tulsa, Oklahoma 74105
(918) 749-8823
(918) 749-8283 (facsimile)

ATTORNEY FOR RESPONDENT

APPROVED AS TO STATE INTEREST ONLY:

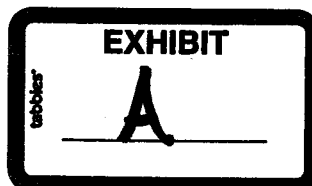
Melody J. Saffers, OBA #22875
OKLAHOMA DEPARTMENT OF HUMAN SERVICES

IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

[REDACTED])	Dist. Ct. Case No. [REDACTED]
PETITIONER,)	OAH Case No. [REDACTED]
V.)	FGN: [REDACTED]
[REDACTED])	
RESPONDENT.)	

CHILD SUPPORT COMPUTATION

	Calculation for number of children in this case	2		
	Obligor (person who pays) is (Enter "Father" or "Mother")	Father		
A	Base monthly obligation	Father	Mother	Combined
1	Gross monthly income All sources, except income specifically excluded by 43 O.S. Section 118B(8)	\$2,446.00	\$1,560.00	\$4,006.00
	a. Amount of self-employment income included in Line 1	\$0.00	\$0.00	
	b. Deduction for self-employment tax Multiply Line 1a by 7.65%	\$0.00	\$0.00	
2	Total gross monthly income Line 1 minus Line 1b	\$2,446.00	\$1,560.00	
	a. Amount of SSA Title II benefits paid for the benefit of the children. Do NOT include SSI benefits. (Enter in the column for the disabled or retired parent.)	\$0.00	\$0.00	
	b. Court ordered support alimony actually paid in a prior case	\$0.00	\$0.00	
	c. Court ordered monthly adjustment for marital debt	\$0.00	\$0.00	
	d. Court ordered monthly child support actually paid for qualified out-of-home children	\$0.00	\$0.00	



In-home Children Deduction Worksheet				
e. Number of qualified in-home children excluding children on this case		0	0	
f. Amount for qualified in-home children. Apply Line 2 for each parent to Child Support Guideline Schedule amount using the number of children in Line 2e, and multiply guideline amount by 75%		\$0.00	\$0.00	
3	Adjusted gross monthly income (AGI) Amount in Line 2 plus 2a, minus Lines 2b, 2c, 2d, and 2f	\$2,446.00	\$1,560.00	\$4,006.00
4	Percentage share of income AGI for each parent divided by the combined AGI	61.1%	38.9%	100%
5	Base monthly obligation Apply combined AGI to Child Support Guideline Schedule and put total in combined base monthly obligation. Multiply the combined total by the percentage share of income for each parent.	\$511.06	\$325.94	\$837.00
B	Parenting time adjustment, if used	Father	Mother	Combined
6	Number of overnights with each parent If less than 121 for either parent, skip to C.	182	183	365
	a. Percentage of overnights with each parent Number of overnights for each parent divided by 365	50.0%	50.0%	100%
	b. Adjusted combined child support obligation Adjustment factor is based on the parent with the fewest overnights. The result in the combined column is the combined monthly obligation in Line 5 multiplied by the adjustment factor.	1.5	Adjustment Factor less than 121 = no factor 121-131 = 2 132-143 = 1.75 144-183 = 1.5	
	c. Share of adjusted combined child support obligation Combined Line 6b multiplied by the percentage share of income in Line 4	\$766.59	\$488.91	
	d. Respective adjusted base child support obligation Amount for each parent in Line 6c multiplied by the percentage of the other parent in Line 6a	\$383.30	\$244.46	
7	Adjusted base monthly obligation Line 6d larger amount minus Line 6d smaller amount and the result is for the parent with the positive amount. If the parent has more than 205 in Line 6, use \$0 for that parent. If either parent has less than 121 in Line 6, use the Line 5 amount for both parents.	\$138.84	\$0.00	
C	Obligor (person who pays) is (Enter "Father" or "Mother")	Father		

D	Work and education-related child care expenses	Father	Mother	Other Custodian
8	Monthly child care expenses for children in this case Do not include any co-payments being paid by a parent receiving OKDHS child care subsidy.	\$0.00	\$0.00	\$0.00
9	Child care expense percentage share of the total Total child care expenses multiplied by percentage share of income for each parent Multiply Line 8 by Line 4	\$0.00	\$0.00	
10	OKDHS Child Care Subsidy Worksheet a. Total children in each parent's household receiving child care subsidy		2	
	b. Number of children from Line 10a included in this order		2	
	c. Parent's actual gross monthly income less self-employment tax from Line 2		\$0.00	
	d. Base monthly obligation of the obligor Enter Line 7 for obligor into obligee's column, \$0 for the obligor indicated in Section C	\$0.00	\$138.84	
	e. Amount treated as OKDHS household income Line 10c plus Line 10d		\$138.84	
	f. Amount treated as each parent's family share co-payment from OKDHS Appendix C-4, page 2 Use Lines 10e & 10a		\$0.00	
	g. OKDHS child care co-payment amount Multiply Line 10f by Line 10b, and divide by Line 10a	\$0.00	\$0.00	
11	Child care subsidy co-pay adjustment to child support obligation Child care expense percentage share total Multiply total of Line 10g for both parents by Line 4	\$0.00	\$0.00	
12	Total child care adjustment to base monthly obligation Line 9 plus Line 11, minus Line 8 and Line 10g (amount may be negative)	\$0.00	\$0.00	
E	Health insurance premium	Father	Mother	Other Custodian
13	Monthly health insurance premium costs This premium represents the actual premium cost for any child(ren) in this case only. Insurance Premium Worksheet is available if needed. Use Cash Medical Support if any child is not covered by insurance.	\$0.00	\$0.00	\$0.00
14	Monthly health insurance share for each parent Percentage share of income in Line 4 multiplied by total current insurance cost for all persons in Line 13	\$0.00	\$0.00	
15	Total premium cost adjustment to base monthly obligation Line 14 minus Line 13 (amount may be negative)	\$0.00	\$0.00	

F	Other contributions, if agreed or ordered	Father	Mother	Other Custodian
16	Ongoing medical costs Cash medical support for fixed periodic payments for ongoing medical costs	\$0.00	\$0.00	\$0.00
	a. Adjusted medical costs share Multiply total of Line 16 for all persons by Line 4	\$0.00	\$0.00	
	b. Total ongoing medical costs adjustment to base monthly obligation Line 16a minus Line 16 (amount may be negative)	\$0.00	\$0.00	
17	Visitation transportation costs	\$0.00	\$0.00	
	a. Adjusted visitation costs share Multiply total of Line 17 for all persons by Line 4	\$0.00	\$0.00	
	b. Total ongoing visitation costs adjustment to base monthly obligation Line 17a minus Line 17 (amount may be negative)	\$0.00	\$0.00	
G	Child Support obligation subtotal	Father	Mother	
18	Base monthly child support obligation less adjustments for child care and other contributions Add obligor Line 7 to Lines 12, 15 and 17b if positive amounts. Subtract Lines 12, 15 or 17b if negative amounts.	\$138.84	\$0.00	
19	SSA Title II benefits paid for the benefit of the child Line 2a for obligor	\$0.00		
20	Total monthly child support obligation less any SSA Title II benefits paid for the benefit of the child Line 18 minus Line 19 (amount may be negative)	\$138.84	\$0.00	
H	Cash Medical Support	Father	Mother	Combined
21	Enter number of children from Line 13 not covered by health insurance. If none, skip to Line 26.	2		
22	Enter the SoonerCare or other health care government assistance applicant for the child(ren) in this case. Enter "Father", "Mother", or "other".	MOTHER		

23	Cash medical amount for obligor If Line 21 is zero or the obligor is the person on Line 22, enter \$0 in Line 25. If Line 21 is greater than zero and the obligor is not the person on Line 22, refer to the Cash Medical Income Guidelines Table. If the combined income is less than or equal to the amount on the table, enter \$0. If greater, multiply \$115 by the number of children in Line 21. Multiply the combined total by percentage shares from Line 4.	\$140.43	\$89.57	\$230.00
24	5% of Gross Monthly Income for Obligor Line 2 multiplied by 0.05 This represents the maximum amount of total medical allowed.	\$122.30		
25	Cash medical support in lieu of insurance If Line 23 plus Line 15 is greater than Line 24, use Line 24 minus Line 15. If Line 23 plus Line 15 is less than or equal to Line 24, enter Line 23. Enter \$0 if negative	\$122.30	\$0.00	
I	Current Monthly Support Obligation	Father	Mother	
26	a. Child support portion If Line 16b is positive, Line 20 for obligor If Line 16b is negative, reduce Line 20 by Line 16b Enter \$0 if negative	\$138.84		
	b. Cash medical portion If Line 20 minus 16b is positive, Line 25 for obligor If Line 20 minus 16b is negative, reduce Line 25 by Line 20 minus 16b. Enter \$0 if negative	\$122.30		
	c. Ongoing medical costs portion If Line 20 is positive, Line 16b for obligor If Line 20 is negative, reduce 16b by Line 20 Enter \$0 if negative	\$0.00		
27	Total obligation to be paid by the obligor Line 26a plus 26b plus 26c	\$261.14		

FATHER shall begin payments on JUNE 1, 2016 and continue on the same date of each month until further order of the court.

YES Guidelines were followed.

NO Deviation from child support guidelines by Court-Specific findings of Court supporting each deviation:

Dated: 12-15-16



JUDGE

APPROVED AS TO FORM:

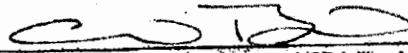
CHAD WARREN SMITH

Father printed name


Father signature

CHRISTIAN BARNARD, OBA NO. 22482

Attorney for father printed name


Attorney for father signature and OBA Number

BRIDGETTE JULIANNA SMITH

Mother printed name

Mother signature

NATALIE K. REID, OBA NO. 30226

Attorney for mother printed name

 30226
Attorney for mother signature and OBA Number

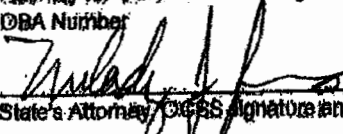
Other Custodian printed name

Other Custodian signature

Attorney for Other Custodian printed name

Attorney for Other Custodian signature and
OBA Number

Melody J. Jones
State's Attorney, OCSS printed name

 22875
State's Attorney, OCSS signature and OBA Number

APPROVED AS TO FORM:

CHAD WARREN SMITH

Father printed name

Father signature

CHRISTIAN BARNARD, OBA NO. 22482

Attorney for father printed name

Attorney for father signature and OBA Number

BRIDGETTE JULIANNA SMITH

Mother printed name

Mother signature

NATALIE K. REID, OBA NO. 30226

Attorney for mother printed name

Attorney for mother signature and OBA Number

Other Custodian printed name

Other Custodian signature

Attorney for Other Custodian printed name

Attorney for Other Custodian signature and
OBA Number

Melody I. Jones
State's Attorney, DCBS printed name

Melody I. Jones 27875
State's Attorney, DCBS signature and OBA Number