



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

IN RE THE MARRIAGE OF	Charles Said <b>)</b>	STATE OF OKLA, TULSA COUNTY
	) Case No.	S S S S S S S S S S S S S S S S S S S
PETITIONER,	) ) JUDGE	
	) JUDGE	<b>-</b>
AND	)	
	)	
RESPONDENT.	j	

## **CONSENT DECREE OF DISSOLUTION OF MARRIAGE**

ON this 1<sup>st</sup> day of March 2016, this matter comes on before this Court upon Petitioner's Application for Final Decree of Dissolution of Marriage filed herein on October 14, 2015. Petitioner appears electronically and by and through his counsel of record, James R. Gotwals of James R. Gotwals AND ASSOCIATES, INC. Respondent and her counsel of record Stephan S. Mathis of ASTON, MATHIS, JACOBSON, CAMPBELL, TIGER, PLLC appear not, having consented to this decree as evidenced by their signatures hereon. The Court, having reviewed the file herein, having listened to the statements of counsel, having previously listened to the testimony of one (1) witness being first duly sworn upon his oath, having heard

the stipulations of the parties and based upon the approval of the parties and by counsel for each party, the Court hereby finds as follows:

1. That the parties previously made an agreement by which they settled their mutual claims concerning a division of all jointly and separately acquired property of which either or both of them were then seized and possessed, indebtedness and support alimony, which agreement is set out in that certain "Property Settlement Agreement" dated July 2, 2015, which this Court previously found to be equitable and which this Court previously incorporated by reference and made the same judgment an order of this Court in the Parties' Consent Decree of Separate Maintenance entered and filed July 2, 2015, as if fully reproduced therein; except that the same was not attached to said Decree or filed of record for privacy reasons. In carrying out the terms and provisions of such "Property Settlement Agreement", each party was ordered to execute, forthwith, all quitclaim deeds or other instrument of conveyance as may be reasonably requested by the other party to effect the transfer and/or clear title of the real property interests, business interests, and/or other interests awarded to the parties thereunder and pursuant to the "Property Settlement Agreement". All terms and provisions of the "Property Settlement Agreement" have been consummated or completed by the parties save and except the obligation to pay for health insurance, 2015 income tax other issues remaining between the parties are resolved hereby. All factual determinations and orders contained in or made in the Consent Decree of Separate Maintenance, (and the "Property Settlement Agreement"), are incorporated herein by reference as though fully set forth in detail and remain in full force and effect unless specifically modified or altered hereby.

2. That this is a Consent Decree of Dissolution of Marriage such that the parties hereto have agreed to its terms and provisions after negotiations as evidenced by their signatures hereon and testimony, waiving all objections hereto, and have asked this Court to make their agreement the Order and Judgment of this Court. The Court further recognizes that this is a consent order, wherein each party, having adequate opportunity to discuss this matter with counsel of their choice, has knowingly, willingly, and intentionally waived such rights as they may have under the pleadings in this case, to trial, or under existing case or statutory law, specifically including the right to a hearing and trial on the issues and claims dealt with in this litigation, in order to resolve this matter in the manner hereinafter set forth. That each party hereto has had full opportunity to discuss this matter and their rights with counsel. Further, to the extent that either party has waived any statutory right to trial and hearing, the Court finds that such waiver was knowingly

entered into freely and voluntarily, and that each party agrees that the entry of this decree and the accompanying orders are what the parties desire the Court to order and decree.

- 3. That of the parties' marriage, no children have been born or adopted 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.
- 5. That the parties were legally separated pursuant to the Consent Decree of Separate Maintenance entered and filed on July 2, 2015.
- 6. That the Petitioner maintained his obligation to keep Respondent covered with health insurance coverage through February 29, 2016 and has no further obligation in that regard.
- 7. That the parties shall file separate Federal and State income tax returns as necessary and each party shall cause their own 2015 tax returns to be prepared. Each party shall be responsible for all payment of taxes thereon, if any, and be entitled to receive any tax refunds or credits resulting from such filings. Respondent shall cooperate with Petitioner in providing relevant tax information

and executing such documents, e-filing authorizations and/or returns as are necessary to timely file the tax returns.

- 8. That Respondent shall be restored to her maiden name "Maureen Ngozi Ajuebor".
- 9. That neither party has been a debtor in any bankruptcy proceeding during the pendency of this action, or in the six years preceding the filing of this action.
- 10. That each party shall pay their own attorney's fees and costs incurred in conjunction with this litigation.
- 11. That both parties are hereby apprised that pursuant to Title 43 Section 123 of the Oklahoma Statutes it is unlawful for either party to this divorce action to marry anyone in Oklahoma, other than the opposing party in this action, within six (6) months from the date this decree is granted; or to cohabit with a new spouse in Oklahoma during such six (6) month period if the marriage hereafter takes place in another State.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that each party be, and they are hereby, granted a full, final and complete dissolution of marriage 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 eleven (11) inclusive, are hereby Ordered, Adjudged And Decreed as if hereinafter set out at length, and judgment is entered accordingly.

JUDGE OF THE DISTRICT COURT
DATED THIS 1<sup>ST</sup> DAY OF MARCH 2016

## PREPARED BY:

James R. Gotwals, OBA No. 3499
Mary L. Gutierrez, OBA No. 18386
JAMES R. GOTWALS & ASSOCIATES, INC. 525 South Main Street, Suite 1130
Tulsa, Oklahoma 74103-4512
Telephone (918) 599-7088
Facsimile (918) 599-7153
ATTORNEYS FOR PETITIONER,





## APPROVED AS TO FORM

James R. Gotwals, OBA No. 3499

Mary L. Gutierrez, OBA No. 18386

JAMES R. GOTWALS & ASSOCIATES, INC.

525 South Main Street, Suite 1130

Tulsa, Oklahoma 74103-4512

Telephone (918) 599-7088

Facsimile (918) 599-7153

ATTORNEYS FOR PETITIONER,

Stephan S. Mathis, OBA No. 19169

ASTON, MATHIS, JACOBSON, CAMPBELL, TIGER, P.L.L.C.

21 Centre Park

2642 E. 21st St., Suite 250

Tulsa, OK 74114-1726

Telephone: (918) 949-9966

Facsimile: (918) 949-9968

ATTORNEY FOR RESPONDENT,

2129/2016