



DISTRICT COURT
FILED
JUL 01 2016

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

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

IN RE THE MARRIAGE OF:

[REDACTED]

Petitioner,

and

[REDACTED]

Respondent.

SALLY HOWE SMITH
COURT CLERK

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CONSENT DECREE OF DISSOLUTION OF MARRIAGE

COMES NOW the above-styled matter before this Court on this 1st day of July, 2016, for entry of this *Consent Decree of Dissolution of Marriage* ("Decree"). Petitioner appears together with his attorney, Moura A.J. Robertson. Respondent does not appear, nor does her attorney, Kirsten Bernhardt, Respondent having agreed to all of the provisions of this Decree and consented to this Decree being adopted by the Court as its Judgment and Order as evidenced by Respondent's signature and the signature of her attorney, below.

NOW THEREFORE, having reviewed the pleadings and proceedings had in this matter, heard the sworn testimony of Petitioner, reviewed the parties' stipulations and agreements as set forth herein, and being fully advised on the premises:

1. **THE COURT FINDS** that it has jurisdiction over the parties and the subject matter of this action, that Petitioner was an actual resident in good faith of the State of Oklahoma for the six (6) months immediately preceding the filing of his Petition in this action and a resident of Tulsa County for more than thirty (30) days immediately preceding the filing of his Petition.

2. **THE COURT FURTHER FINDS** that this is a consent 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 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, 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; **PROVIDED, HOWEVER,** that the parties **do not** waive any provision of the law of

the State of Oklahoma respecting any term or condition hereof save and except only as any such provision is specifically hereinafter recited and waived.

3. **THE COURT FURTHER FINDS** that Petitioner and Respondent were legally married on July 13, 2015, and have been since and now are husband and wife; that during the marriage, one child has been born, namely: [REDACTED] Born February, 2015, and Respondent is not now pregnant.

4. **THE COURT FURTHER FINDS:** that a state of irreconcilable incompatibility has arisen between the parties hereto that has completely destroyed the aims and purposes of the marriage and that both Petitioner and Respondent shall be awarded a Decree of Dissolution of Marriage each from the other on the grounds of incompatibility.

5. **THE COURT FURTHER FINDS:** that the Court has sole and exclusive jurisdiction to award custody of the minor child of this marriage pursuant to Uniform Child Custody Jurisdiction and Enforcement Act 43 O.S. Section 551-101, et seq., and Oklahoma is the home state of the minor child.

6. **THE COURT FURTHER FINDS** that the parties agree and stipulate that it is in the best interests of the parties' minor child that custody of their minor child be awarded solely to Petitioner and Petitioner shall be the primary physical custodian of the minor child; and **FURTHER** the parties stipulate and

agree that Petitioner shall be and is hereby permitted to relocate with the minor child to Edmonton, Alberta, Canada; and further, that Respondent shall have visitation with the minor child as provided in this Decree, specifically:

a. Respondent shall have initial visitation with the minor child from July 11, 2016 at 6:00 p.m. until July 25, 2016 at 6:00 p.m. and from August 1, 2016 until August 15, 2016 at 6:00 p.m.; and thereafter

b. During the time when Petitioner resides in Canada, Respondent shall have visitation with the minor child for eight (8) consecutive weeks during the Summer and two (2) weeks in December to include Christmas Day. When the minor child becomes school age and is enrolled in school, Respondent's Summer and December visitation shall correspond with the academic calendar for school district in which the child is attending school. Respondent shall also have the minor child during for one week (to include two weekends) during the last week of March until the child becomes school age and is enrolled in school. The parties shall meet in Denver, Colorado to exchange the child between them. In the event that Respondent travels to Canada during non-Summer months, she may have up to three (3) consecutive overnight periods of visitation within the city in which Petitioner resides. Respondent shall provide Petitioner with at least (3) three weeks' advance notice of her intention to travel to Canada to exercise said

visitation. Respondent shall have such additional visitation in Canada as the parties may agree upon, and reasonable requests for such additional time shall not be unreasonably denied and, to ensure an on-going relationship between Respondent and the minor child, Petitioner shall endeavor in good faith to accommodate Respondent's scheduling.

c. In the event that Petitioner resides in the United States and Respondent resides within reasonable travel distance from Petitioner within the same state, or if Respondent resides in Canada within reasonable travel distance from Petitioner, then Respondent shall have visitation with their minor child during alternating weekends from the time the child recesses from school on Friday, or 6:00 p.m. if the child is not of school age and enrolled in school, until the following Monday, when she will return the child to school, or 6:00 pm on Sunday, if the child is not of school age and enrolled in school. In addition, Respondent shall have the minor child during alternating holidays and breaks from school according to the academic calendar of the school district in which the child attends school, plus a period for up to two (2) consecutive weeks during the child's Summer Break from school. If the parents reside in the same town or city, then Respondent shall have visitation with the minor child every Wednesday from the time school recesses until the following Thursday morning when school

resumes, if the child is school age and attending school, or if Respondent is employed, from the time she gets off from work on Wednesday until the time she returns to work on Thursday, or if Respondent is not employed or working on those days, then from Wednesday morning when Petitioner goes to work until Thursday when Petitioner gets off from work. She shall also have an 8-hour right of first refusal, meaning, that in the event Petitioner is unable to personally care for the minor child for a period of 8 hours or more, then he shall first offer Respondent the opportunity for visitation before placing the child in the care of another person or childcare facility.

d. The parties shall have reasonable telephonic and visual communications with their child while the child is with the other parent, to be no less than twice per week. This includes Skype, Facetime, or other available visual communication means.

e. Respondent's visitation shall be conditioned upon Respondent's sobriety and providing a clean nail bed drug test showing that Respondent has remained drug-free for at least 8 months prior to her visitation. Petitioner may request a hair follicle drug test up to every two months and a nail bed drug test up to every four months. In the event that the tests are negative for anything other than lawfully prescribed medication (for which Respondent shall provide

proof to Petitioner), the tests shall be at Father's expense. If the test is positive for any illegal substance, or pharmaceutical for which Respondent does not have a current prescription, then Respondent shall bear the cost of that test and each next test until she is able to provide a clean hair follicle drug test thereafter. In the event that the test is positive, then Respondent's visitation shall be suspended or professionally supervised in Canada without any overnight periods at her sole expense until she is able to provide a clean hair follicle drug test thereafter.

7. **THE COURT FURTHER FINDS** that the parties shall keep one-another advised of their current telephone numbers and residence addresses and the whereabouts of their child, including schools, camps and childcare facilities where the child may be attending. Nothing shall preclude Mother from making reasonable visits to any school or childcare facility to visit, have lunch with, or otherwise see the child in the normal ways that parents at that school or facility might do.

8. **THE COURT FURTHER FINDS** that Petitioner shall reasonably confer with Respondent when making major decisions affecting the health, education and welfare of their minor child.

9. **THE COURT FURTHER FINDS** that, under no circumstance shall either parent allow a new spouse or significant other to take the place of a parent, to be addressed as "Mother" or "Father", or to be identified as the child's parent to any third party, including the child, the child's school(s), health care provider(s) and child care provider(s). A stepparent may be a loving and valuable addition to the child's life, but shall never be allowed to usurp the role of the child's parents.

10. **THE COURT FURTHER FINDS** that if either party ("the relocating party") hereafter intends to move his or her primary residence or intends to move the primary residence of the minor child 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 child's principal residence:

- a. The relocating party shall furnish the following information to the other party on terms set out herein:
 - i. The intended new address, including specific address, in known;
 - ii. The new mailing address, if not the same;
 - iii. The home telephone number, if known;
 - iv. The date of the intended move or proposed relocation;
 - v. A brief statement of the specific reasons for the

proposed relocation of the child, if applicable; and

- vi. A proposal for a revised schedule of visitation with the child, if any.
- b. The relocating party shall give notice of the proposed relocation of the child or the proposed change of the party's residence address to the other party on or before the sixtieth day before the 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-day notice, then such party shall give notice of the change on or before the tenth day after the date that he or she knows of the change.
- c. The obligation of the party to give the notices and to provide the information set out herein shall continue as long as the party is entitled to custody of, or visitation with, a child covered by this order.
- d. The failure of a party to give the notices and provide the information set out herein may result in further litigation to enforce to order, including contempt of court.
- e. The failure of a party to notify of a relocation of the child may

be taken into account in a modification of custody, visitation with, possession of, or access to, the child. The Court may assess reasonable attorney fees and costs against a party who fails to give the required notice.

- g. If a party who receives notice of the intent of the other party to relocate the residence of a child does not file, within thirty (30) days of receipt of such notice, a proceeding seeking a temporary or permanent order to prevent the relocation, the relocation is authorized

11. **THE COURT FURTHER FINDS** that the parties are required to share their child support obligations according to the Oklahoma Child Support Guidelines ("Guidelines"), and that, as provided for under the Guidelines, child support shall be payable until the parties' minor child reaches eighteen (18) years of age ("age of majority") however, if the child reaches said age of majority and is regularly enrolled in and attending high school or other mean of high school education or an alternative high school education program as a full-time student and is in fact attending on a full-time basis, the child shall be entitled to support by their parents until the child graduates from high school or until the age of twenty (20) years, whichever occurs first. Full-time attendance shall include

regularly scheduled breaks from the school year; and no hearing or further order is required to extend support after the child reaches the age of majority nor to terminate child support upon the occurrence of any such latter event provided for under this paragraph. Upon the occurrence of the latter of the above and forgoing events, neither party shall be obligated to pay child support, and no hearing or other further order is required to terminate the child support orders of the Court. Consistent with the Guidelines, a *Child Support Computation* is attached hereto as Exhibit A.

12. **THE COURT FURTHER FINDS** that, unless and until hereinafter modified by the Court, as a deviation from the Child Support Guidelines, neither party shall pay child support to the other. This deviation is in the best interest of the minor child in that the parties' financial resources may be used alternatively to pay for travel expenses for transporting the minor child for visitation, and this deviation shall not cause an economic hardship upon the child.

13. **THE COURT FURTHER FINDS** that, unless and until hereinafter modified by the Court, Petitioner shall maintain health and dental insurance for the minor child, and Petitioner shall pay 100% un-covered healthcare expenses, including co-payments, co-insurance and deductibles for all reasonably necessary

medical, dental, orthodontic, psychological and any other physical or mental healthcare expenses of the minor child which is not reimbursed by insurance. Any non-routine, discretionary or alternative healthcare treatment obtained by Respondent without the consent of Petitioner shall be paid for by Respondent. Respondent, however, shall maintain the child on Soonercare or her employer-sponsored health care insurance plan so that the minor child is covered in the United States.

14. **THE COURT FURTHER FINDS** that Petitioner shall be entitled to claim the minor child as a dependent for income tax purposes and each and every year so long as the child may be claimed.

15. **THE COURT FURTHER FINDS** that the parties agree and stipulate that as and for an equitable division of the parties' property and debts, Respondent shall be awarded her separate property acquired by her prior to and during the parties' marriage and after the parties' separation or acquired by her by gift or inheritance, together with all right, title and interest in all property, including the items personal property, household goods and furnishings, currently in Petitioner's possession, and all right, title and interest in all financial accounts, including bank accounts, titled in her name free and clear of any right, claim and interest of Petitioner whatsoever.

16. **THE COURT FURTHER FINDS** that the parties agree and stipulate that as and for an equitable division of the parties' property and debts, Petitioner shall be awarded all property acquired by him prior to and during the parties' marriage and after the parties' separation or acquired by him by gift or inheritance, together with all right, title and interest in all property, including the items personal property, household goods and furnishings, currently in Petitioner's possession, and all right, title and interest in all financial accounts, including retirement, investment and bank accounts, titled in his name free and clear of any right, claim and interest of Petitioner whatsoever.

17. **THE COURT FURTHER FINDS** the parties agree and stipulate that, as and for a further equitable division of the parties' property and debts, the parties' assume and shall pay their separate and marital debts as follows: Petitioner shall assume and pay and hold Respondent completely harmless from all debt incurred by Petitioner in his name alone, and Respondent shall assume and pay and hold Petitioner completely harmless from all debt incurred by Respondent in her name alone.

18. **THE COURT FURTHER FINDS** that the parties stipulate and agree that this is not an appropriate case for an award of support alimony.

19. **THE COURT FURTHER FINDS** that no bankruptcy proceeding is currently pending such that an automatic stay would prevent this Court from

entering this Decree herein.

20. **THE COURT FURTHER FINDS** that neither party has received any services from the Oklahoma Department of Human Services.

21. **THE COURT FURTHER FINDS** that the federal and state Indian Child Welfare Acts do not apply to this proceeding.

22. **THE COURT FURTHER FINDS** that each party shall pay their own attorneys fees and expenses related to this action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the above and foregoing Consent Decree of Dissolution of Marriage is hereby approved and adopted as an Order of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court that the above and foregoing findings numbered 1. through 22., inclusive, hereby are **ORDERED, ADJUDGED AND DECREED** as if hereinafter set out at length, and judgment is rendered and entered accordingly.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court that within ten (10) days from and after the date of entry of this Consent Decree of Dissolution of Marriage, each of the parties shall execute and deliver to the other such instruments as will reasonably effect the awards and transfers provided herein; and that, should either party fail or refuse to do so, then this Order shall

serve to effect such awards and transfers.

Dated this 1 day of July, 2016.



THE HONORABLE JUDGE MILLER
JUDGE OF THE DISTRICT COURT

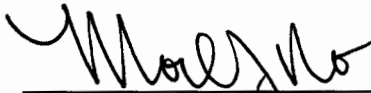
Agreed to approved for Entry:




Michael Brault, Petitioner



Jessica Brault, Respondent



Moura A.J. Robertson, OBA No. 14965
MOURA ROBERTSON FAMILY LAW
110 West 7th Street, Suite 2610
Tulsa, Oklahoma 74119
Telephone (918) 382-9332
ATTORNEY FOR PETITIONER,
[REDACTED]



Kirsten I. Bernhardt, OBA No. 11755
FRY & ELDER
1630 South Main
Tulsa, Oklahoma 74119
Telephone (918) 585-1107
ATTORNEY FOR RESPONDENT,
[REDACTED]

**IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA**

[REDACTED])	Dist. Ct. Case No. [REDACTED]
Petitioner,)	OAH Case No. _____
and)	FGN: _____
[REDACTED])	
Respondent)	

CHILD SUPPORT COMPUTATION

	Calculation for number of children in this case	1			
	Obligor (person who pays) is (Enter "Father" or "Mother")	Mother			
A	Base monthly obligation		Father	Mother	Combined
1	Gross monthly income All sources, except income specifically excluded by 43 O.S. Section 118B(B)		\$7,406.00	\$1,256.00	\$8,662.00
	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		\$7,406.00	\$1,256.00	
	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	\$7,406.00	\$1,256.00	\$8,662.00
4	Percentage share of income AGI for each parent divided by the combined AGI	85.5%	14.5%	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.	\$819.94	\$139.06	\$959.00
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.	244	121	365
	a. Percentage of overnights with each parent Number of overnights for each parent divided by 365	66.8%	33.2%	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.	2	Adjustment Factor less than 121 = no factor 121-131 = 2 132-143 = 1.75 144-183 = 1.5 \$1,918.00	
	c. Share of adjusted combined child support obligation Combined Line 6b multiplied by the percentage share of income in Line 4	\$1,639.89	\$278.11	
	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	\$543.63	\$185.91	
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.	\$0.00	\$0.00	
C	Obligor (person who pays) is (Enter "Father" or "Mother")	Mother		

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			
	b. Number of children from Line 10a included in this order			
	c. Parent's actual gross monthly income less self-employment tax from Line 2			
	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	\$0.00	
	e. Amount treated as OKDHS household income Line 10c plus Line 10d			
	f. Amount treated as each parent's family share co-payment from OKDHS Appendix C-4, page 2 Use Lines 10e & 10a			
	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.	\$206.22	\$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	\$176.32	\$29.90	
15	Total premium cost adjustment to base monthly obligation Line 14 minus Line 13 (amount may be negative)	-\$29.90	\$29.90	

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.	\$0.00	\$29.90	
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)	\$0.00	\$29.90	
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. Note: This may be different from the number of children on Soonercare.	0		
22	Enter the Soonercare or other health care government assistance applicant for the child(ren) in this case, if child(ren) are on SoonerCare. Enter "Father", "Mother", "other", or leave blank.			

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 Obligor's 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.	\$0.00	\$0.00	\$0.00
24	5% of Gross Monthly Income for Obligor Line 2 multiplied by 0.05 This represents the maximum amount of total medical allowed.		\$62.80	
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	\$0.00	\$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		\$29.90	
	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		\$0.00	
	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		\$29.90	

shall begin payments on and continue on the same date of each month until further order of the court.

Guidelines were followed.

☒ Deviation from child support guidelines by Court-Specific findings of Court supporting each deviation:

See provisions of Decree.

Dated:

7/1/16


JUDGE

APPROVED AS TO FORM:

[Redacted]

Father printed name

Maura A. Robertson

Attorney for father printed name

[Redacted]

Father signature

M. Robertson OBA #14965

Attorney for father signature and OBA Number

[Redacted]

Mother printed name

Kirsten Bernhardt

Attorney for mother printed name

[Redacted]

Mother signature

K. Bernhardt

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

State's Attorney, OCSS printed name

State's Attorney, OCSS signature and OBA Number