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

DISTRICT COURT
FILED
JAN 30 2017

DON NEWBERRY, Court Clerk
STATE OF OKLA. TULSA COUNTY

In re the Marriage of:)
)
 [REDACTED])
)
)
 Petitioner,)
)
 and)
)
 [REDACTED])
)
)
 Respondent.)

CASE NO. [REDACTED]

[REDACTED]

DECREE OF DISSOLUTION OF MARRIAGE

NOW on this 30th day of January, 2017, this matter comes on before the undersigned Judge of the District Court upon Petitioner's Petition for Dissolution of Marriage. Petitioner, [REDACTED] aka [REDACTED] is present, and is represented by her attorney, Barbara Ann Bartlett; and Respondent, [REDACTED] does not appear, and is represented by his attorney, Sherri Anderson. Both have heretofore consented to the terms of this Decree as evidenced by their signatures hereon. The Court, having reviewed the file, considered the premises, and heard the testimony of one witness sworn upon her oath, finds as follows:

1. **JURISDICTION:** Petitioner is now, and has been for more than six (6) months next 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 more than thirty (30) days at the time the Petition was filed. This Court has jurisdiction of Petitioner and Respondent and subject matter in this cause. All facts alleged in the Petition are found to be true and are restated herein.
2. **DATE OF MARRIAGE:** Petitioner and Respondent were married on the 1st day of September, 1990, in Tulsa County, Oklahoma, and have been since that time and are at the present time, wife and husband.
3. **GROUND:** A state of irreconcilable incompatibility has arisen between Petitioner and Respondent hereto which destroy any legitimate aims of the marriage and rendered its continuation impossible, by reason of which each party is entitled to a dissolution of marriage each from the other.

AGREEMENTS

4. **CONSENT AGREEMENT:**

- a. This is a consent Decree of Dissolution of Marriage. Petitioner and Respondent have agreed to the terms and provisions, as evidenced by their signatures. Through their signatures Petitioner and Respondent have asked the Court to enter this Decree of Dissolution of Marriage. The Court hereby adopts the terms herein as its Order.
- b. Both parties request the Court to approve this settlement. The settlement is fair and equitable and shall be and is hereby approved by the Court.
- c. Further, the Court hereby orders all terms of this settlement. If any part of the settlement is beyond the jurisdiction of this Court to so order, then Petitioner and Respondent agree such part of the settlement shall stand outside this order as a contract between Petitioner and Respondent.
- d. Any void or voidable parts of this order shall not affect the valid terms.

5. **ALL CLAIMS:** The agreements made herein are to compromise and settle any and all claims one party has or could assert against the other party, whether related to this dissolution action or otherwise.

6. **COLLABORATIVE DISSOLUTION:** This agreed Decree of Dissolution is the result of a collaborative law process. It is intended as a comprehensive resolution of each party's property rights and support rights. In arriving at the agreements set out in this Decree of Dissolution, Petitioner and Respondent have applied their individual standards of reasonableness and acceptability. The conclusions they have reached are based in part on their respect and regard for each other. From time to time, in order to measure the appropriateness of their conclusions, the parties have considered what might happen if the matter were adjudicated in court but they have elected to make their final agreement without regard to whether a court might have adjudicated issues in the same manner as they have agreed here. Petitioner and Respondent represented to one another throughout the collaborative process that their negotiations were in good faith and that each had fully and completely disclosed all information necessary or requested in order to resolve the parties' property and support rights fairly. By their signatures on this Decree of Dissolution they reaffirm those representations, which each of them have relied upon in making their agreement. The parties acknowledge that no independent investigation has been made by their collaborative lawyers of the character or value of the parties' property or the extent of debt or amount of income of the parties, other than an inspection of documents provided by the parties. The parties understand and acknowledge that they are relying on their mutual disclosures in making this Agreement.

7. **SETTLEMENT AGREEMENT:**

- a. The parties entered into a Settlement Agreement on January 26th, 2017.
- b. The Court has reviewed the Settlement Agreement of Petitioner and Respondent and has determined it to be a fair and equitable property division and expense allocation.
- c. The Court approves the Settlement Agreement.
- d. The Settlement Agreement is not filed with the court as a measure of privacy. If, however, either party feels aggrieved and must enforce any terms of the Settlement Agreement, that party may file that document into Court under the above referenced file number. The terms therein will be immediately enforceable without further adoption by the Court. The Settlement Agreement shall act as an Order of the Court even though the judge has not signed that document. The judge, by signing this Decree which incorporates the agreement, gives that agreement the same form and status as an order bearing the judge's signature.

CHILDREN

8. **CHILDREN:**

- a. There are no minor children of the marriage.
- b. Petitioner is not now pregnant.

PROPERTY AND DEBTS

9. **PETITIONER'S PROPERTY:** Petitioner shall be restored to any separate property, and be awarded as her fair and equitable division of joint property, free and clear of any right, title, claim or interest of Respondent, the following property:
 - a. All property, bank accounts, and retirement accounts in Petitioner's possession and control except as specifically provided otherwise herein.
 - i. \$100,000 as of the date of distribution from Respondent's Charles Schwab IRA account managed by Exencial Wealth Advisory Portfolio Account #xxxx-4966.
 - b. All property as set forth in the Settlement Agreement to which she is entitled.
10. **RESPONDENT'S PROPERTY:** Respondent shall be restored to any separate property, and be awarded as his fair and equitable division of joint property, free and clear of any right, title, claim or interest of Petitioner, the following property:
 - a. All property, bank accounts, and retirement accounts in Respondent's possession and control except as specifically provided otherwise herein.
 - b. All property as set forth in the Settlement Agreement to which he is entitled.
11. **RETIREMENT TRANSFERS:** This Court shall retain jurisdiction of this matter until all Qualified Domestic Relations Orders and Transfer Orders have been entered and the

distributions from the IRA defined contribution plans, defined benefit plans, pension plans or any tax deferred plans have been completed.

12. **CONVEYANCE OF PROPERTY:** Each of Petitioner and Respondent hereto shall execute and deliver to the other party, deeds, assignments or other instruments or conveyances necessary to assign, transfer and convey the interest in all of said property ordered above, including abstracts on any real property. If such instruments are not exchanged within ten (10) days from the date thereof, this judgment and Decree of Dissolution shall have the full force and effect of a conveyance of the said property in accordance herewith.

DEBTS

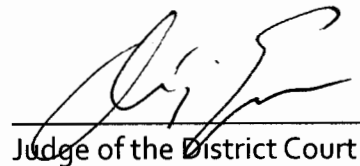
13. **DEBT TO BE PAID BY PETITIONER:** Petitioner shall pay the following debts, and hold Respondent harmless therefrom, and indemnify him for any loss he may incur through collection of the debt by creditors and through enforcement of Petitioner's agreement to hold harmless:
- a. All debts as set forth in the Settlement Agreement for which she is responsible.
14. **DEBT TO BE PAID BY RESPONDENT:** Respondent shall pay the following debts, and hold Petitioner harmless therefrom, and indemnify her for any loss she may incur through collection of the debt by creditors and through enforcement of Respondent's agreement to hold harmless:
- a. All debts as set forth in the Settlement Agreement for which he is responsible.

MISCELLANEOUS

15. **ATTORNEY'S FEES:** Each party shall pay his/her own attorney fees for this Dissolution Action
16. **BANKRUPTCY:**
- a. Neither party has ever filed bankruptcy.

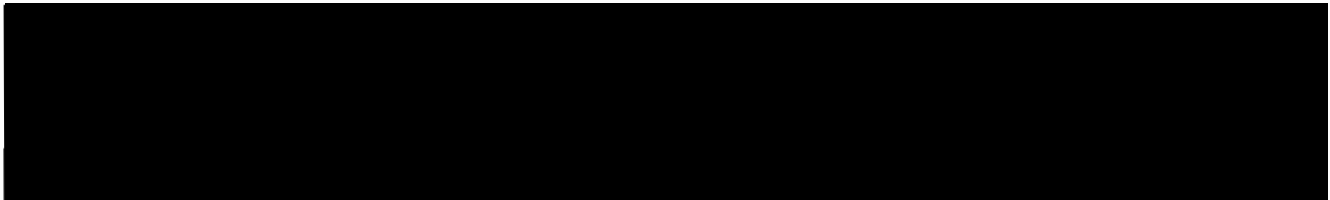
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Petitioner and Respondent herein be and they are hereby awarded an absolute Decree of Dissolution of marriage each from the other on the grounds of incompatibility, and the bonds of matrimony heretofore existing between said parties are hereby dissolved, set aside and held for naught, and that both parties are released therefrom. The parties are further notified by this Court that remarriage within six (6) months of this date, except to each other, is unlawful under Oklahoma law.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the findings and orders in paragraphs 4 through 15, inclusive, with respect to all matters therein set forth be and the same are **ORDERED, ADJUDGED AND DECREED** as fully as if hereinafter set out at length and are hereby made the ORDERS of this Court.



Judge of the District Court

APPROVED AS TO FORM AND CONTENT:



Barbara Ann Bartlett, OBA No. 11218

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Attorney for Petitioner



Sherri Anderson, OBA No. 20453

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Attorney for Respondent

ACKNOWLEDGEMENT

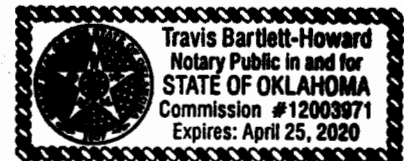
STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, a Notary public in and for the County and State aforesaid, on this 26th day of JANUARY, 2017, personally appeared K. Lackey, aka Karin Kiel Lackey to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last written above.

Travis Bartlett-Howard
Notary Public

My Commission Expires: 4/25/2020
My Commission No.: 12003971



ACKNOWLEDGEMENT

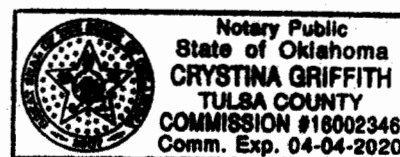
STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, a Notary public in and for the County and State aforesaid, on this 24th day of January, 2017, personally appeared F. Lackey, aka Frank Lackey, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last written above.


Crystina Griffith
Notary Public

My Commission Expires: 04/04/2020
My Commission No.: 16002346



CERTIFICATE OF SERVICE OF JUDGMENT, DECREE OR APPEALABLE ORDER PURSUANT TO
12 O.S. § 653, as amended

Barbara Ann Bartlett hereby certifies that she mailed a file-stamped copy of the foregoing attached Judgment, Decree or Appealable Order on the 30 day of January 2017, by first class mail with postage thereon duly prepaid to the following:


c/o Sherri Anderson
PO Box 470839
Tulsa, OK 74147

she being a party who is not in default for failure to appear in the action, this address being the last known mailing address of said person and the address indicated in this action or proceeding, if any, said copy of Decree of Dissolution of Marriage having been mailed, being within three (3) days exclusive of weekends and holidays, after the filing of said Decree.

Dated this 30 day of January, 2017,



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