



DISTRICT COURT  
**FILED**

JAN 09 2017

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

2017 JAN -9 PM 1:17

DON NEWBERRY, Court Clerk  
STATE OF OKLA. TULSA COUNTY

In re the Marriage of:

[REDACTED]

Petitioner,

and

[REDACTED]

Respondent.

CASE NO. [REDACTED]

CASE NO. [REDACTED]

[REDACTED]

**DECREE OF DISSOLUTION OF MARRIAGE**

**NOW** on this 7<sup>th</sup> day of October, 2016, this matter comes on before the undersigned Judge of the District Court upon Petitioner's Petition for Dissolution of Marriage, filed July 13, 2015. Respondent's Answer & Counterclaim, filed August 11, 2015. Petitioner's Answer to Respondent's Counterclaim, filed August 13, 2015. Petitioner's Contempt Citation, filed February 9, 2014. Petitioner's Emergency Protective Order, filed August 4, 2015. All of these are set for trial on the merits October 5<sup>th</sup> and 7<sup>th</sup>, 2016, pursuant to a Pre-Trial Conference Order filed on June 15, 2016. Petitioner, [REDACTED] is present, and is represented by her attorney, Barbara Ann Bartlett; and Respondent, [REDACTED] is present and is represented by his attorney, Matthew Ingham. Both have announced ready. The Court, having reviewed the file, considered the premises, and heard the testimony of three witnesses sworn upon their 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 19<sup>th</sup> day of August, 1995 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.

## CHILDREN

### 4. CHILDREN:

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

## PROPERTY AND DEBTS

### 5. 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 bank accounts in Petitioner's name, possession and control, specifically:
  - i. Arvest Savings Account XXXX51
- b. All proceeds from the sale of the marital home, totaling \$64,975.
- c. All property awarded to Petitioner from the marital home which is in her possession.
- d. One-half (1/2) of Respondent's accrued benefits in Retirement Benefit Plan of American Airlines, Inc. for Employees Represented by the Transport Workers Union of American, AFL-CIO, to be awarded to Petitioner alone, and to include her equal share of any increases such as COLA, early retirement subsidy or survivor benefits.
- e. \$16,449 of Respondent's AA Super Saver 401(k) Capital Accumulation Plan for Employees of Participating AMR Corporate Subsidiaries as of August 1, 2015 and any gains or losses thereon from that date until the day of distribution.
- f. All right to Petitioner's business, N. Motion Therapy, and all related operating accounts associated with said business.
  - i. Bank of Oklahoma Checking Account XXXX66
- g. Petitioner's 2013 Kia Sorenta automobile VIN # 5XYKU3A65DG420631.

### 6. RESPONDENT'S PROPERTY: Respondent 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 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 right, title and interest in any 401k, 403B, SEP, IRA, or any other retirement plan currently in Respondent's name relating to his employment.
  - i. One-half (1/2) of Respondent's accrued benefits in Retirement Benefit Plan of American Airlines, Inc. for Employees Represented by the Transport Workers Union of American, AFL-CIO, after one-half (1/2) is distributed to Petitioner.
  - ii. The remainder of the AA Super Saver 401(k) Plan after \$16,449 is transferred to Petitioner.
- c. All property awarded to Petitioner from the marital home which is in his possession.
- d. Any interest in the trailer and Lot, where Respondent resides as his separate property.

- e. All right to Respondent's business, A-1 Guttering, its assets, and all related operating accounts associated with said business.
    - i. Bank of Oklahoma Checking Account 807730120
  - f. Respondent's 2008 Toyota RAV4 automobile VIN # JTMZD33V185096370.
  - g. Respondent's 2007 Ford F-150 automobile VIN # 1FTPW12V97KC66658.
  - h. Any interest remaining in Respondent's 2015 Harley Davidson FLHXS VIN# 1HD1KRM13FB621363 as his separate property.
  - i. Respondent's Worker's Compensation award for permanent partial disability, his separate property.
7. **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.
8. **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**

9. **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. The following debts.
    - i. GLELSI/NELNET Student Loan 371699063686XXX
    - ii. Personal Loan from Petitioner's boss to pay for attorney fees during the course of this action, which is her separate debt.
    - iii. Kohl's Credit Card [REDACTED] XXX
  - b. All debts associated with the Petitioner's business, N. Motion Therapy.
  - c. All debts associated with the automobile awarded to her herein including but not limited to all promissory notes, tag, title and licensing fees; maintenance, repairs, etc.
    - i. American Airlines FCU Loan #838219750XXX Loan #11 for 2013 Kia Sorenta.
10. **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. The following debts.
    - i. AA Credit Union 0838219750
    - ii. Capital One Credit Card [REDACTED] XXX

- iii. Capital One Credit Card [REDACTED] XXXX
  - iv. American Airlines FCU Line of Credit (LOC) 838219750XXX Loan #13
  - v. American Airlines FCU Line of Credit (LOC) 838219750XXXX
  - vi. The \$672.00 balance owed for the 2014 taxes.
- b. All debts associated with the automobile awarded to him herein including but not limited to all promissory notes, tag, title and licensing fees; maintenance, repairs, etc.
- i. LoanLiner Auto Loan #838219XXX Loan #10 for 2008 Toyota RAV4.
  - ii. LoanLiner Auto Loan #838219750XXX Loan #12 for 2007 Ford F150.
  - iii. OneMain Financial second lien taken out on Ford F150 after filing for Dissolution.
  - iv. EagleMark Savings Bank/Harley Davidson Credit Corp., his separate debt.
- c. All other debts in his name, except the debt on the 2013 Kia Sorenta automobile, which was awarded to Petitioner.

**11. JUDGMENT AND CONTEMPT:**

- a. Judgment be and is hereby entered for Petitioner and against Respondent in the amount of \$8,200 as and for the arrearage of support alimony awarded at the Temporary Order. Further, the Court finds that Respondent willfully failed to pay this support and is guilty of indirect contempt of court. Respondent is sentenced to six (6) months in the Tulsa County jail and fined \$500. The purge for this contempt is set at \$8,200, the amount of the support alimony arrears. Sentencing is postponed until November 15, 2016 at 11:00 a.m. before the undersigned district court. Interest shall accrue at the statutory rate until paid in full.

**SPOUSAL SUPPORT**

**12. SPOUSAL SUPPORT:** The Court finds that Petitioner has a need for spousal support and that Respondent has the ability to pay spousal support. Spousal support, therefore, shall be paid from Respondent to Petitioner according to the following terms:

- a. Judgment shall be entered for Petitioner and against Respondent for spousal support in the amount of \$54,000.
- b. Respondent shall pay spousal support to Petitioner in the amount of \$1,000 per month for thirty-six (36) consecutive months after this Decree is entered.
- c. Once the consecutive thirty-six (36) month period, beginning November 15, 2016, has ended, spousal support will be reduced to the amount of \$500 per month.
- d. Respondent shall pay the new spousal support amount to Petitioner of \$500 per month for thirty-six (36) consecutive months.
- e. The first payment of spousal support is due on the 15<sup>th</sup> day of November, 2016. All subsequent payments shall be due on the 15<sup>th</sup> day of each month.
- f. Respondent may deduct the spousal support from his taxes, and Petitioner will be required to add the same to her income for tax purposes.

**13. TERMINATION OR MODIFICATION OF SPOUSAL SUPPORT:**

- a. Spousal support may be terminated or modified upon Petitioner's remarriage or cohabitation, the death of either party with regard to installments not yet accrued, or upon a substantial change of circumstance of either party, all in accordance with 43 O.S. § 134.

**MISCELLANEOUS**

**14. ATTORNEY'S FEES:** Attorney fees are reserved for application.

**15. PROTECTIVE ORDER:** The Emergency Protective Order entered in [REDACTED] shall be continued for an additional three (3) years, until October 7, 2019. If there are no violations, the Protective Order will be dismissed on that date.

**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.

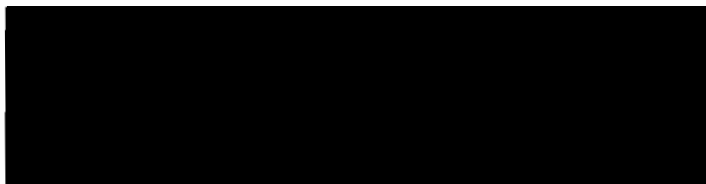
**IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the findings and orders in paragraphs 5 through 15, inclusive, with respect to all matters therein set forth be and the same are **ORDERED, ADJUDGED AND DECREED** as fully as if hereinafter set out at length and are hereby made the **ORDERS** of this Court.

  
\_\_\_\_\_  
Judge of the District Court

APPROVED AS TO FORM:



*Petitioner*



*Respondent*

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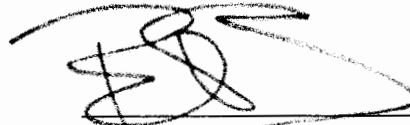
**CERTIFICATE OF SERVICE OF JUDGMENT, DECREE OR APPEALABLE ORDER PURSUANT TO**  
**12 O.S. § 653, as amended**

Barbara Ann Bartlett hereby certifies that she mailed a file-stamped copy of the foregoing attached Judgment, Decree or Appealable Order on the 9<sup>th</sup> day of January, 2016 by first class mail with postage thereon duly prepaid to the following:

Matthew W. Ingham  
1732 S.W. Boulevard, Suite 102  
Tulsa, OK 74107

he 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 9<sup>th</sup> day of January, 2016.



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