



2017 FEB 23 PM 3:45
DON HENRY
COUNT CLERK

CASE NO.

[REDACTED]

Respondent.

DISTRICT COURT
FILED
FEB 23 2017
DON NEWBERRY, Court Clerk
STATE OF OKLA. TULSA COUNTY

On this 23 day of Feb, 2017, this matter comes before this Court. The Petitioner, [REDACTED] is present in person together with her attorney, Moura A.J. Robertson. The Respondent, [REDACTED] *Pro-Se*, does not appear but has previously reviewed and approved this *Consent Decree of Dissolution of Marriage* ("Decree") for entry by the Court as evidenced by his signature hereon, below. This is a Consent Decree, in that the parties have agreed to the terms and provisions of this Decree as evidenced by their signatures hereon, below, and have submitted this Decree embodying the entirety of their agreement to the Court for the Court to make their agreement the Order and Judgment of this Court.

Now therefore, the Court, having examined and considered the files, records, pleadings, orders, and notices now on file herein, having heard the sworn testimony of Petitioner, and being fully advised in the premises, **HEREBY FINDS, ORDERS, ADJUDGES AND DECREES** as follows:

1. **Jurisdiction and Venue.** This Court has jurisdiction over the parties and the subject matter of this action in that Petitioner was a bona fide resident in good faith of the State of Oklahoma for more than six (6) months next preceding the filing of Petitioner's *Petition for Dissolution of Marriage and Notice of Automatic Temporary Injunction* ("Petition") herein; and, Tulsa County is the proper venue for this action in that Petitioner an actual resident in good faith of Tulsa County, Oklahoma, for more than thirty (30) days next preceding the filing of the Petition,.
2. **Date of Marriage.** The parties were married on November 9, 1996, in Tulsa, Oklahoma, and have been since that time, and are presently, husband and wife.
3. **Decree of Dissolution of Marriage.** The parties are incompatible within the meaning of 43 O.S. § 101, such that the legitimate aims of the marriage have been completely destroyed and whereby Petitioner is entitled to a complete and absolute Decree of dissolution of her marriage to Respondent upon the grounds of irreconcilable incompatibility.
4. **Children.** Of this marriage, three (3) children were born or adopted, two (2) of which remain minors, specifically: [REDACTED] born January XX, [REDACTED] [REDACTED] born March XX, [REDACTED], and [REDACTED] born April XX, [REDACTED]; and, Petitioner is not now pregnant.
5. **Waiting Period.** Pursuant to 43 O.S. §107.1, more than ninety (90) days have passed since Respondent filed his Entry of Appearance herein.
6. **Custody and Visitation.** The parties shall have joint custody of their minor children in accordance with the *Joint Custody Plan* ("Plan") entered simultaneously herewith

and Petitioner is now and shall be hereafter designated the primary physical custodial parent for all purposes. The Court finds this to be in the best interests of the parties' minor children.

7. **Relocation of Party.** Pursuant to 43 O.S. Sec. 112.3, if either party to this action, ("the relocating party") intends to move his or her primary residence or intends to move the primary residence of a 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 the terms set out herein:

- i. The intended new address, including specific address, if 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 a party to give the notices and to provide the information set out herein shall continue so long as that 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 to provide information set out herein may result in further litigation to enforce the 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 of, visitation with, possession of, or access to, the child. The court may assess a reasonable attorney fees and costs against a party who fails to give the required notice.
- f. 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.

8. Child Support.

- a. Child support shall be paid according to the Oklahoma Child Support Guidelines ("Guidelines"); and, pursuant to the same and the Child Support Computation which is attached hereto as Exhibit A ("Computation"), Respondent shall pay child support for the benefit of the parties' minor children in the amount of \$2,246.00 per month, unless hereafter modified by

the Court as of the date of said Order. For purposes of this Computation, Respondent (also referred to as "Father") has been imputed with a gross monthly income of \$14,493.00, and Petitioner (also referred to as "Mother") has a gross monthly income of \$12,280.00.

- b. Respondent shall pay child support until the minor children have reached eighteen (18) years of age or until further order of the Court; provided, however, that should any of the minor children be continuously enrolled in high school or other post-secondary educational program at the age of eighteen (18), then the Respondent shall pay child support through the month of the child's graduation from high school, or to the age of twenty (20) years, whichever occurs first ("aging-out"). Upon each child aging-out, or upon a child's death, Respondent's obligation to pay child support for the benefit of that child shall automatically terminate and the total amount of Respondent's monthly child support payments shall be reduced by thirty percent (30%) commencing on the first day of the month after that child loses eligibility. Respondent's child support obligation shall cease once all children have lost eligibility.
- c. This child support order shall be subject to modification in the event of substantial changes in the parties' gross monthly income or for other material changes of conditions, which modification may be made by agreement of the parties consistent with paragraph numbered 11., below, or by Order of the Court upon a motion to modify the same. Although Respondent is presently

unemployed, for purposes of the Computation form, Respondent has been imputed the amount of gross monthly income set forth in the Computation, acting in the best interest of the children, and agrees to pay the amount of child support set forth on the Child Support Computation form, subject to his right to request modification of that amount by the Court. Respondent's child support payment shall be due, without fail, on the first day of every month; however, Respondent may discharge his monthly child support obligation by making two equal payments twice per month or in the event Respondent's employer uses a bi-weekly pay cycle, then the child support shall be paid and calculated bi-weekly. Respondent shall deposit his child support payment into a bank account designated by the Petitioner in a manner that will not cause any fee to be charged to the Petitioner (unless such fee is reimbursed by Respondent). Petitioner is granted an immediate income assignment in accordance with 12 O.S. §1171.2., which Petitioner may invoke at any time without further Order of the Court.

9. **Health Insurance.** Petitioner shall maintain the health, vision and dental insurance for the benefit of the parties' minor children through her current employer-sponsored plan(s), so long as they are available to her. If such plan(s) become unavailable or Petitioner loses her current employment, then Respondent shall provide health, vision and dental insurance through his employer-sponsored plan. If no employer-sponsored health, vision and dental insurance is available to the parties, then the parties shall obtain an individual plan for the children's benefit and share the expense

of the same according to their respective percentages of combined gross monthly income set forth in the then current Child Support Computation. The insuring party shall provide the other with proof of enrollment, insurance cards, policy information, policy numbers and any other information and documents necessary for the parent to access and utilize said insurance for the benefit of the children. The insuring party shall also furnish the other party with timely written documentation of any change in insurance carrier, benefits and insurance premiums within thirty (30) days of the date of the change. Upon receiving timely notification of an increase or decrease in the insurance premiums from the insuring party, the other party shall pay his/her percentage share of the increased amount to the insuring party each month, beginning with the month in which the change occurred; however, failure of an insuring party to timely provide notice of the change may result in a denial of the right to receive reimbursement or credit for the increased premium from the date of the change. The parties shall also each pay his/her respective share of all medical, dental, orthodontic, optometric or psychological expenses of the minor children not paid by or reimbursed by insurance including, without limitation, co-payments, co-insurance and deductibles, in accordance with their respective percentages of combined gross monthly income set forth in the current Child Support Computation. The party seeking reimbursement shall submit documentation of the expense to the other party to include all Explanation of Benefits paid ("EOBs") together with receipts for payment of the expense within thirty (30) days of receipt of the EOBs, and the other party shall then have thirty (30) days thereafter within which to reimburse the other for their

respective percentage of the same. Pursuant to the current Child Support Computation, the parties' respective percentages ("respective shares") are currently forty-five percent (45%) for Petitioner and fifty-five (55%) for Respondent.

10. Child Care. The parties shall also pay their respective shares of any work or education-related child care expenses. Upon presentation of documentation of such child care expenses, such as receipts, contracts and/or invoices, and the other party shall pay their respective share within five (5) days. If the child care expense is an on-going expense, such as before and after-school programs, payments shall be made to the provider when due.

11. Adjustments to Child Support. Either party may request the other party to provide the information necessary for an informal child support review and adjustment process pursuant to 43 O.S. §118. I.D.1. and in accordance with the provisions of 43 O.S. §120. The information requested shall be provided to the requesting party within thirty (30) days of the request. Requested information may include verification of income including, but not limited to current pay-stubs, pay-slips, W-2s, 1099s and income tax returns, plus documentation of the cost of health care (health, dental and vision) insurance for the children only, current and projected child care costs and private school tuition. If shared parenting time has been awarded by the Court, documentation of past and prospective overnight visits shall be exchanged. Exchange of requested information may occur once a year or less often by certified and regular mail or electronic means. This provision shall not be deemed a waiver or substitution of the parties' rights under 43 O.S. §118.3., nor a waiver of their rights to seek or

require a formal modification by the Court. If the parties agree to a modification of this Child Support Order, their agreement shall be in writing using the standard Child Support Computation form provided for in 43 O.S. §120 as modified herein and filed with the Court. The Parties agree that any income derived from a withdrawal from an IRA or 401k plan, including any additional funds withdrawn to pay taxes or penalties associated with such withdrawal of funds from an IRA or 401k plan shall not be counted as income for either party for purposes of calculating child support. All other provisions of 43 O.S. Sec. 118B regarding the definition and determination of gross income and passive income shall apply. Should the parties disagree as to a modification and either party bring an action before the Court for an Order for modification, the Court may award attorney fees and costs to either party upon a showing that the other party acted in bad faith.

12. Property Division and Financial Agreement. The parties have duly entered into and executed a certain *Property Settlement and Financial Agreement* ("Agreement") dated February 23, 2017, reflecting the parties' agreements as to the division of their property and debts, including additional provisions for child-related expenses, which Agreement is hereby approved by this Court as effecting a just and reasonable division of the parties' marital estate. The terms of said Agreement are hereby adopted by this Court, are non-modifiable by the Court, and are enforceable both in law and in equity.

13. Support Alimony. This is not a proper case for an award of support alimony, and neither party shall pay support alimony to the other.

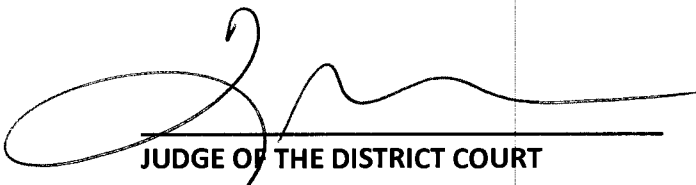
14. **Bankruptcy.** No bankruptcy proceeding is currently pending such that an automatic stay would prevent this Court from entering this Order herein, and neither party has filed for relief under the Bankruptcy Code within the last seven (7) years.
15. **DHS.** Neither party has received assistance from the Department of Human Services that would require them to be a party herein.
16. **Fees and Costs.** Respondent shall pay 50% of Petitioner's reasonable attorney fees and costs incurred herein within ten (10) days from entry of this Decree upon presentation of a final invoice from Petitioner which shall be redacted as to confidential attorney-client communications.
17. **Enforcement.** If it becomes necessary for either party to seek judicial intervention for enforcement of the provisions of this Order, then the Court may order the other party to pay his/her reasonable attorneys' fees and costs necessitated thereby.
18. **Rules for District Courts.** As required by Rules 8.2 and Rule 31, Rules for District Courts of Oklahoma, the following acts are either complied with or are not applicable:
- District Court Rule 8.2 (Memorializing Record): complied with.
- a. 43 OS §551-101 et seq. (Uniform Child Custody Jurisdiction and Enforcement Act): complied with.
 - b. 28 USC §1738 (Parental Kidnapping Prevention Act): complied with.
 - c. 43 OS §601-100 et seq. (Uniform Interstate Family Support Act): complied with.

- d. 28 USC §1738B (Full Faith and Credit of Child Support Orders Act): complied with.
- e. 10 OS §40 et seq., (Oklahoma Indian Child Welfare Act): not applicable.
- f. 25 USC §1901 et seq. (Indian Child Welfare Act): not applicable.

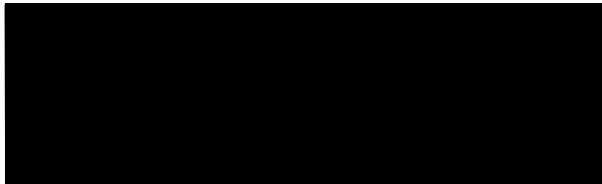
IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT that the bonds of matrimony heretofore existing between the parties are hereby dissolved, set aside and held for naught, and both parties are released therefrom; PROVIDED, that until six (6) months from the date of this Decree neither party shall remarry another person in this State. Both parties may make at any time a written and signed application to the Court asking that this Decree be set aside and held for naught, and upon proper proof to the Court the Decree will be set aside and vacated.

IT IS, FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that each of the parties is hereby ordered and directed forthwith to execute and deliver to the other such assignments, bills of sale, deeds or conveyances of record, trust amendments or other documents that may be necessary to carry-out the terms of this Order, and in the event either of said parties fails to do so within thirty (30) days from this date, then this Order shall operate as such conveyance.

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


JUDGE OF THE DISTRICT COURT

Approved for Entry:



Approved as to Form:

A handwritten signature in black ink, appearing to read 'Moura'.

Moura A. J. Robertson, OBA#14965

MOURA ROBERTSON FAMILY LAW

110 W. 7th Street, Suite 2610

Tulsa, OK 74119

Telephone: (918) 382-9332

Fax: (918) 382-9319

ATTORNEY FOR PETITIONER,



IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

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

CHILD SUPPORT COMPUTATION

	Calculation for number of children in this case	2	
	Obligor (person who pays) is (Enter "mother" or "father")	Father	
A	Base monthly obligation	Father	Mother Combined
1	Gross monthly income All sources, except those specifically excluded by 43 O.S. Section 118B(B)	\$14,934.00	\$12,280.00 \$27,214.00
	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	\$14,934.00	\$12,280.00
	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 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	\$14,934.00	\$12,280.00 \$27,214.00
4	Percentage share of income AGI for each parent divided by the combined AGI	54.9 %	45.1 % 100.0%
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.	\$1,076.12	\$884.88 \$1,961.00
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	0	365 365
	a. Percentage of overnights with each parent Number of overnights for each parent divided by 365	.0%	100.0% 100.0%
	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 multiplied by the Line 5 adjustment factor	<div style="border: 1px solid black; padding: 5px;"> \leq Adjustment Factor less than 121 = no Factor 121-131 = 2 132-143 = 1.75 144-183 = 1.5 </div>	
	c. Share of adjusted combined child support obligation Combined line 6b multiplied by the percentage share of income in Line 4		

EXHIBIT

A

	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			
7	Adjusted base monthly obligation Line 6d larger amount minus line 6d smaller amount and the result is for 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.	\$1,076.12	\$0.00	
C	Obligor (person who pays) is (Enter "Mother" or "Father")	Father		
D	Work and education-related child care expenses	Father	Mother	Other Custodian
8	Monthly child care expense for children in this case Do not include any co-payments being paid by a parent receiving OKDHS child care subsidy.	\$0.00	\$131.00	\$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	\$71.89	\$59.11	
10	OKDHS Child Care Subsidy Worksheet a. Total children in each parent's household receiving child care subsidy	0	0	
	b. Number of children from line 10a included in this order	0	0	
	c. Parent's actual gross monthly income less self-employment tax from Line 2	\$0.00	\$0.00	
	d. Base monthly obligation of 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	\$0.00	\$0.00	
	f. Amount treated as each parent's family share co-payment from OKDHS Appendix C-4, page 2 Use line 10e & 10a	\$0.00	\$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)	\$71.89	(\$71.89)	
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	\$265.00	\$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	\$145.42	\$119.58	
15	Total premium cost adjustment to base monthly obligation Line 14 minus Line 13 (Amount may be negative)	\$145.42	(\$145.42)	
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 cost 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	\$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	\$0.00	\$0.00	

Line 17a minus Line 17 (Amount may be negative)				
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 line 12, 15, and 17b if positive amounts Subtract Lines 12, 15, or 17b if negative amounts.	\$1,293.43	\$0.00	
19	SSA Title II benefits paid for the benefit of the child Line 2a for obligor	\$0.00	\$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)	\$1,293.43	\$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. 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	None		
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.	\$746.70	\$0.00	
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	\$1,293.43		
	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 Line 26b plus 26c	\$1,293.43		

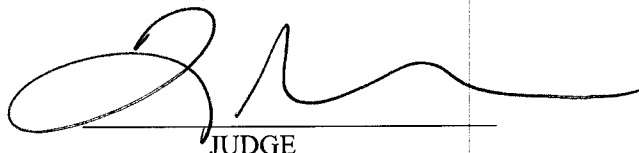
Respondent shall begin payments on March 1, 2017 and continue on the same date of each month until further order of the court

☒ Guidelines were Followed.

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

Respondent shall pay an additional amount of \$952.57 for a total of \$2,246 pursuant to 43 O.S. § 119.8 of the Guidelines.

Dated: 2-23-17


JUDGE

APPROVED AS TO FORM:

Father printed name

Pro Se

Father signature

Attorney for father printed name

Attorney for father signature and OBA Number

Mother printed name

Mother signature

Maura A.J. Robertson

Attorney for mother printed name

Maura A.J. Robertson OBA # 14965

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, CSS printed name

State's Attorney, CSS signature and OBA Number