



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

IN RE THE MARRIAGE OF	COURT OF FOR
Petitioner	DISTRICT COURT
and	APR 0 3 2017 Case No.
	DON NEWBERRY, Court Clerk STATE OF OKLA. TULSA COUNTYF
Responde	

## CONSENT DECREE OF DISSOLUTION OF MARRIAGE

NOW, on this the 3 day of 2, 2017, this matter comes on for consideration by the Court of the agreement reached between the parties for the entry of this Decree of Dissolution of Marriage. The Petitioner, appears in person and by counsel, Anna J. Brooks of the Gassaway Law Firm, PLLC. The Respondent, appears not, having signified his agreement to this Decree of Dissolution of Marriage by his signature and by the signature of his attorney, Barbara A. Bartlett. The Court, having examined the agreement of the parties settling their mutual claims concerning alimony, property division and debt division, finds that the agreement was entered into voluntarily, is equitable, and should be and is hereby approved as its judgment on those matters. Therefore, the Court FINDS and ORDERS as follows:

1. This Court has jurisdiction over the parties and the subject matter of this action, and that at the time of the filing of the Petition for Dissolution of Marriage herein, the Petitioner was and had been for more than six (6) months immediately preceding that

date, an actual resident in good faith of the State of Oklahoma, and a resident of Tulsa County for thirty (30) days.

- 2. 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. That both parties hereto have had full opportunity to discuss this matter and their rights with counsel. 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, and that each party agrees that the entry of this Decree and accompanying orders are what the parties desire the Court to order and decree.
- 3. The parties hereto were legally married on or about the 10<sup>th</sup> day of October, 2010, and have since that time and were at the time of the filing of the Petition for Dissolution of Marriage, husband and wife. The parties separated July 31, 2016.
- 4. A state of complete, irreconcilable incompatibility exists between the parties which has completely destroyed the legitimate aims of the marriage of the parties and rendered its continuation impossible. The parties are therefore entitled to and each is

granted a Decree of Dissolution of Marriage from the other on the ground of incompatibility.

- 5. Of the marriage, no children have been born. The Petitioner is not currently pregnant.
- 6. The parties have agreed that all right, title and interest in the following described property is retained by or transferred to Petitioner free of any claim of Respondent, and Respondent is restrained from asserting any claim to such property:
  - All bank, retirement or any other accounts in Petitioner's name solely, or with another person other than Respondent except as specifically set forth herein;
  - b. Petitioner's Kia Optima Vehicle, subject to any indebtedness which Petitioner agrees to assume and pay and indemnify and hold Respondent harmless from liability thereon;
  - c. \$70,000.00 of Respondent's QuikTrip Corporation Retirement Account together with market gains or losses from July 31, 2016, to the date of distribution, to be divided by a Qualified Domestic Relations Order, which shall be prepared by Petitioner's counsel;
  - d. Any and all life insurance policies on Petitioner's life;
  - e. All of Petitioner's personal belongings now in her possession.
- 7. The parties have agreed that all right, title and interest in the following described property is retained by or transferred to Respondent free of any claim of Petitioner, and Petitioner is restrained from asserting any claim to such property:
  - a. All bank, retirement or any other accounts in Respondent's name solely, or with another person other than Petitioner, except as specifically set forth herein;
  - b. The remainder of Respondent's QuikTrip Corporation Retirement account not awarded to Petitioner above;

- c. Real property located at as legal description:
  - Lot Twenty-Six (26), Block Two (2), the Territory, an addition to the City of Bixby, Tulsa County, Oklahoma, according to the recorded plat thereof, subject to all indebtedness which Respondent agrees to assume and pay and indemnify and hold Petitioner harmless from liability thereon;
- d. Respondent's Ford Fusion Vehicle, subject to any indebtedness which Respondent agrees to assume and pay and indemnify and hold Petitioner harmless from liability thereon;
- e. Any and all life insurance policies on Respondent's life;
- f. All of Respondent's personal belongings now in his possession.
- 8. Each party is directed to execute and deliver to the other within ten (10) days from the date of this Decree such conveyances of record as are necessary to carry the terms of this property division into effect. If either party fails to do so, this Decree shall operate as such conveyance. Each party shall also deliver to the other within ten days of this Decree any property in his or her possession that has been awarded to the other.
  - 9. The parties agree to and are directed to each pay the separate or jointly acquired debts held in their respective names, and to hold the other party harmless from any and all liability for said obligations, including all attorney fees and costs incurred in defense of creditors' suits or in prosecution of any action to enforce this provision.
  - 10. The parties shall work together to determine the best way (together or separately) to file their 2016 taxes and provide all required information to Gardner's tax service for timely filing.
  - 11. Within three days of entry of this Decree, Respondent shall separate his telephone number and bill associated therewith from Petitioner's AT&T account. Further,

Petitioner shall obtain car insurance in her own name for her vehicle, allowing Respondent to remove her from his insurance policy.

- 12. Neither party is awarded alimony from the other.
- 13. Petitioner is hereby restored to her maiden name of Lauren M. Webb.
- 14. Each party shall pay his or her own attorney fees and costs incurred herein.
- 15. The parties warrant to each other that full disclosure of all property and debt owned jointly or separately has been made, and the division of property and debts herein is based on such disclosure and warranty.
- 16. Each party warrants that they have not filed an action for bankruptcy relief within six (6) years preceding the date of this Decree.

IT IS SO ORDERED.

-PUDGE OF THE DISTRICT COURT

## APPROVED AS TO FORM AND CONTENT:

Kevin T. Gassaway, ØBA #3281 Anna J. Brooks, OBA #30022

GASSAWAY LAW FIRM, PLLC'

1646 South Denver

Tulsa, OK 74119-4233

918-592-6800; (Fax) 918-592-1800

ATTORNEY FOR PETITIONER

Barbara Ann Bartlett, OBA #11218

2123 S. Atlanta Place, Ste 100

Tulsa, OK 74114

918-584-1894; (Fax) 918-584-1891

ATTORNEY FOR RESPONDENT