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

MAY 12 PM 1:50

In re the Marriage of:

[Redacted]

Petitioner,

and

[Redacted]

Respondent.

DON NEWBERRY  
COURT CLERK

CASE NO. [Redacted]

[Redacted]

[Redacted]

DISTRICT COURT  
FILED

MAY 12 2017

DON NEWBERRY, Court Clerk  
STATE OF OKLA. TULSA COUNTY

AGREED DECREE OF DISSOLUTION OF MARRIAGE

NOW, on this 12<sup>th</sup> day of May, 2017, this matter came on for entry of this consent decree in lieu of further proceedings herein. Petitioner having filed her Petition for Dissolution of Marriage herein on March 28, 2017; and, Respondent having filed is Entry Appearance and Waiver of Service of Summons on 04/21/17. Petitioner appears personally together with her attorney, Moura A.J. Robertson of **MOURA ROBERTSON FAMILY LAW** and Respondent appears not, having heretofore executed this Agreed Decree of Dissolution of Marriage; and the Court having heard the oral testimony of Petitioner sworn and examined, having received the stipulations and agreements of the parties as hereinafter set forth and being fully advised in the premises, makes the following **FINDINGS AND ORDERS**:

1. **THE COURT FINDS:** that it has jurisdiction over the parties and the subject matter of these proceedings; both parties having entered their appearance herein; Petitioner was a resident of the State of Oklahoma for more than six (6) months preceding the filing of her Petition

[Redacted]

for Dissolution of Marriage herein and resident of Tulsa County for more than thirty (30) days preceding the filing of the Petition for Dissolution of Marriage herein.

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. That the parties hereto have had full opportunity to discuss this matter and their rights with their respective counsel or counsel of their choice. 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, it being the intent of the parties that all provisions of the law of the State of Oklahoma shall apply to the obligations created by this Order excepting only those that are voluntarily and knowingly waived by specific written reference, even though this Order is entered pursuant to the agreement of the parties.

3. **THE COURT FURTHER FINDS:** that the parties stipulate and represent that they have fully disclosed to each other all marital and separate property held by each of them, as well

as all other matters relevant and material to a fair and equitable division of the marital estate between the parties, and that this agreement is based on that representation.

4. **THE COURT FURTHER FINDS:** that Petitioner and Respondent were legally married on October 4, 2014, in Owasso, Oklahoma and have been and now are husband and wife, and that no children have been born of the marriage. Petitioner is not now pregnant.

5. **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.

6. **THE COURT FURTHER FINDS** that: the parties agree and stipulate that, as a fair and equitable division of the parties' property, Petitioner shall be awarded her separate property acquired by her prior to the parties' marriage or after the parties' separation or acquired by her by gift or inheritance during the parties' marriage, free and clear of any right, claim and interest of Respondent, and the following jointly-acquired property acquired by the parties during the marriage and before their separation, free and clear of any right, claim and interest of Respondent:

- A. All right, title and interest in the former marital residence located at 11818 East 119<sup>th</sup> Street North, Collinsville, Oklahoma, subject to any indebtedness thereon and more particularly described as:

Lot Twenty-one (21), Block One (1), BROOKFIELD CROSSING, an Addition to the City of Owasso, Tulsa County, State of Oklahoma, according to the recorded Plat No. 2493

- B. All right, title and interest in the 2017 Jeep Wrangler VIN 1C4BJWDG7HL576954, subject to any indebtedness thereon;
- C. All personal property currently in Petitioner's possession;
- D. All household furnishings and items currently in Petitioner's possession;
- E. All right, title and interest in any life insurance policies currently titled in Petitioner's name;
- F. All right, title and interest in any bank, retirement, brokerage or stock accounts currently titled in Petitioner's name alone; and
- G. All three (3) dogs located at the marital residence.

7. **THE COURT FURTHER FINDS:** that the parties agree and stipulate that, as a fair and equitable division a division of the parties' property, Respondent shall be awarded his separate property acquired by him prior to the parties' marriage or after the parties' separation or acquired by him by gift or inheritance during the parties' marriage, free and clear of any right, claim and interest of Petitioner, and the following jointly-acquired property acquired by the parties during the marriage and before their separation, free and clear of any right, claim and interest of Petitioner:

- A. All right, title and interest in the 2016 Chevrolet Silverado VIN 3GCUKREC4GG190765, subject to any indebtedness thereon;
- B. All personal property currently in Respondent's possession;
- C. All right, title and interest in any life insurance policies currently titled in Respondent's name;

- E. All right, title and interest in any bank, retirement, brokerage or stock account currently titled in Respondent's name; and

8. **THE COURT FURTHER FINDS** that the parties agree and stipulate that the following is an equitable division of their separate and jointly acquired debt:

A. **Petitioner shall assume and pay:**

1. All debts incurred by her personally both before the parties' marriage and since the date of separation of the parties, to wit: March 9, 2017;
2. All credit card accounts and other debts in her name;
3. One hundred (100%) of the loan secured by the residence awarded to her herein, above;
4. One hundred percent (100%) of any loan secured by the 2017 Jeep Wrangler awarded to her herein, above; and
5. One hundred percent (100%) of the 2017 property taxes due for the residence located at 11818 East 119<sup>th</sup> Street North, Collinsville, Oklahoma.

B. **Respondent shall assume and pay:**

1. All debts incurred by him personally since the date of separation of the parties, to wit: March 9, 2017;
2. All credit card accounts and other debts in his name;
3. One hundred percent (100%) of any loan secured by the 2016 Chevrolet Silverado awarded to him herein, above.

9. **THE COURT FURTHER FINDS** that as further division of the parties' marital property and debts, the parties agree that upon the entry of this Agreed Decree of Dissolution of Marriage, all joint checking and savings accounts and credit cards shall be closed or the title to the same changed to the name of the party to whom the same is awarded herein, and that if either party fails or refuses to abide by this provision, such party shall indemnify, defend and otherwise hold the other harmless from any and all liability thereon, including attorney fees and costs incurred in the enforcement of this provision.

10. **THE COURT FURTHER FINDS** that each party shall hold the other harmless from liability on all debts each is to pay under the terms of this Decree, and to indemnify, defend and/or reimburse debts, as herein above specified, as these orders and agreements are intended to be and are in the nature of support and are, therefore, a non-dischargeable Domestic Support Order and Obligation under all applicable provisions of the Bankruptcy Code and other applicable law, including all attorney fees and costs incurred in defense of creditors suits or prosecution of any action to enforce this provision.

11. **THE COURT FURTHER FINDS** that each party represents and warrants unto the other that they have heretofore declared and paid all income taxes due on all joint income tax returns filed by the parties for all taxable years during their marriage; and that the parties agree that in the event any assessment, penalty, or interest arises related to the joint income tax returns filed by the parties during their marriage or due to be filed by the parties for tax years during their marriage which is specifically attributable to one party, then that party who is responsible shall pay the entire amount, including interest and penalty, if any, and shall hold the other party harmless therefrom and shall not permit any such deficiency assessment, penalty, or interest to become a

lien upon the other party's property awarded hereunder or otherwise; and, in the event any assessment, penalty, or interest arises related to the joint income tax returns filed by the parties during their marriage or due to be filed by the parties for tax years during their marriage which is not specifically attributable to one party, the parties shall share the liability for such assessment, penalty, or interest based upon their respective share of joint taxable income for the applicable tax year.

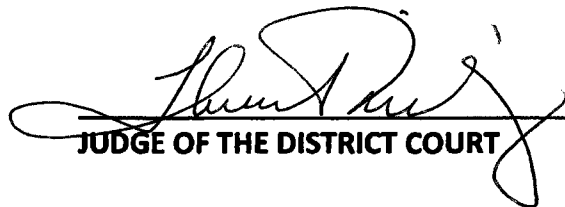
12. **THE COURT FURTHER FINDS** that no bankruptcy proceeding is currently pending such that an automatic stay would prevent this Court from entering this Decree herein.

13. **THE COURT FURTHER FINDS** that Petitioner shall be restored to her maiden name of Jana Bendinelli.

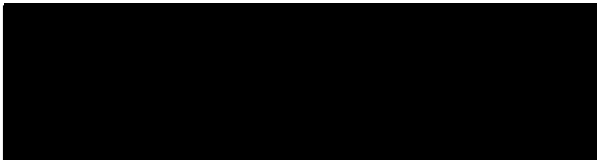
**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** by this Court that Petitioner and Respondent are each hereby granted a full, final and complete dissolution of marriage from the other upon the grounds of incompatibility, and that the bonds of matrimony heretofore existing between them be and hereby are set aside and held for naught, provided however, that it shall be unlawful for either party to marry in this state a person other than the other party herein within six (6) months from the date of this Decree of Dissolution of Marriage or to cohabit with such other person in this state during said six (6) months period if the marriage takes place in another state.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** by this Court that the above and foregoing findings numbered 1. through 13., inclusive, hereby are **ORDERED, ADJUDGED AND DECREED** as if hereinafter set out at length, and judgment is rendered and entered accordingly.

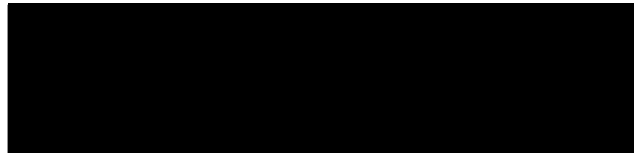
**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** by this Court that within ten (10) days from and after the date of this Decree of Dissolution of Marriage, each of the parties shall execute and deliver to the other such instruments as will reasonably effect the awards and transfers provided herein. If either party fails to do so, then this Decree shall operate as such conveyance.

  
**JUDGE OF THE DISTRICT COURT**

**APPROVED AS TO FORM AND CONTENT:**

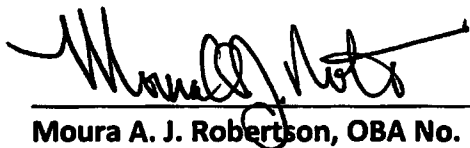


**PETITIONER**



**RESPONDENT**

**APPROVED AS TO FORM:**



**Moura A. J. Robertson, OBA No. 14965**

**MOURA ROBERTSON FAMILY LAW**

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