

pregnant.

4. **GROUND.** As and for grounds for dissolution of marriage, Petitioner alleges that a state of irreconcilable incompatibility has arisen between the parties which has destroyed the legitimate aims of marriage and rendered its continuation impossible and by reason of these grounds, Petitioner is entitled to a *Decree of Dissolution of Marriage* from Respondent.

5. **PROPERTY.** During the marriage, the parties acquired certain property, which the Court should divide equitably between the parties; and any separate property of the parties should be set aside to each of them, respectively, as their separate property.

6. **DEBTS.** Any debt which has been incurred by either or both parties during the marriage should be divided equitably between them, and neither party should be held liable for the separate debts of the other.

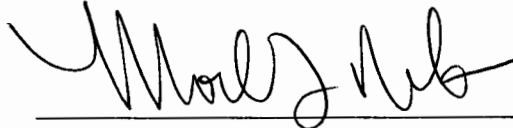
7. **BANKRUPTCY.** Neither party has filed for bankruptcy such that an automatic stay would prevent this Court from entering orders herein.

8. **ATTORNEY FEES AND COSTS.** The Court should enter an order requiring each party to pay their respective attorney fees and costs subject to further proceeding.

10. **NOTICE OF AUTOMATIC TEMPORARY INJUNCTION.** Upon filing of this Petition and upon service of process or upon waiver and acceptance of service upon Respondent, Respondent is hereby notified that the provisions of the Automatic Temporary Injunction, as set forth in Oklahoma Statute Title 43 § 110, and attached hereto as **Exhibit A**, are in full force and effect, unless the parties agree otherwise by executing the waiver contained within the document and filing it with the Court.

WHEREFORE, premises considered, Petitioner prays that this Court award him relief consistent with the above and foregoing requests and for such other and further relief as he may be entitled to and as this Court may deem just and equitable.

Respectfully submitted,



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EXHIBIT A

**NOTICE OF AUTOMATIC TEMPORARY INJUNCTION-TEMPORARY ORDER
(Pursuant to 43 O.S. §110)**

Oklahoma Statute (43 O.S. §110.A.1) provides that upon filing of a Petition for Dissolution or Legal Separation by Petitioner or upon service of Petition and Summons on the Respondent, or upon waiver and acceptance of service by the Respondent, an automatic temporary injunction is in effect against both parties pursuant to the provisions of this section:

a. **restraining** the parties from transferring, encumbering, concealing, or in any way disposing of, without the written consent of the other party or an order of the court, any marital property, except in the usual course of business, for the purpose of retaining an attorney for the case or for the necessities of life and requiring each party to notify the other party of any proposed extraordinary expenditures and to account to the court for all extraordinary expenditures made after the injunction is in effect,

b. **restraining** the parties from:

(1) intentionally or knowingly damaging or destroying the tangible property of the parties, or of either of them, specifically including, but not limited to, any electronically stored materials, electronic communications, social network data, financial records, and any document that represents or embodies anything of value,

(2) making any withdrawal for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan or employee savings plan or from any individual retirement account or Keogh account,

(3) withdrawing or borrowing in any manner all or any part of the cash surrender value of any life insurance policies on either party or their children,

(4) changing or in any manner altering the beneficiary designation on any life insurance policies on the life of either party or any of their children,

(5) canceling, altering, or in any manner affecting any casualty, automobile, or health insurance policies insuring the parties' property or persons,

(6) opening or diverting mail addressed to the other party, and

(7) signing or endorsing the other party's name on any negotiable instrument, check, or draft, such as tax refunds, insurance payments, and dividends, or attempting to negotiate any negotiable instruments payable to either party without the personal signature of the other party,

c. **requiring** the parties to maintain all presently existing health, property, life and other insurance which the individual is presently carrying on any member of this family unit, and to cooperate as necessary in the filing and processing of claims. Any employer-provided health insurance currently in existence shall remain in full force and effect for all family members,

d. **enjoining both parties** from molesting or disturbing the peace of the other party or of the children to the marriage,

e. **restraining both parties** from disrupting or withdrawing their children from an educational facility and programs where the children historically have been enrolled, or day care,

f. **restraining both parties** from hiding or secreting their children from the other party,

g. **restraining both parties** from removing the minor children of the parties, if any, beyond the jurisdiction of the State of Oklahoma, acting directly or in concert with others, except for vacations of two (2) weeks or less duration, without the prior written consent of the other party, which shall not be unreasonably withheld, and

h. **requiring**, unless otherwise agreed upon by the parties in writing, the delivery by each party to the other **within thirty (30) days** from the earlier of either the date of service of the summons or the filing of an initial pleading by the respondent, **the following documents:**

(1) the federal and state income tax returns of each party for the past two (2) years and any nonpublic, limited partnership and privately held corporate returns for any entity in which either party has an interest, together with all supporting documentation for the tax returns, including but not limited to W-2 forms, 1099 forms, K-1 forms, Schedule C and Schedule E. If a return is not completed at the time of disclosure, the parties shall provide the documents necessary to prepare the tax return of the party, to include W-2 forms, 1099 forms, K-1 forms, copies of extension requests and estimated tax payments,

(2) two (2) months of the most recent pay stubs from each employer for whom the party worked,

(3) statements for the past six (6) months for all bank accounts held in the name of either party individually or jointly, or in the name of another person for the benefit of either party, or held by either party for the benefit of the minor child or children of the parties,

(4) documentation regarding the cost and nature of available health insurance coverage for the benefit of either party or the minor child or children of the parties,

(5) documentation regarding the cost and nature of employment or educationally related child care expenses incurred for the benefit of the minor child or children of the parties, and

(6) documentation regarding all debts in the name of either party individually or jointly, showing the most recent balance due and payment term.