

THIS IS A SAMPLE VERSION OF THE PAPERWORK THAT YOU WILL RECEIVE FROM US

Every divorce package will get the following:

- **Petition for Divorce** (this informs the court you want to get a divorce), page 2
- **Property & Settlement Agreement** (this agreement divides up property & debt, as well as includes child support, custody, visitation agreement), page 4
- **Entry of Appearance & Waiver** (this document is signed by your spouse & informs the court that your spouse agrees to the divorce... and that the judge may grant a divorce without your spouse being present in court), page 12
- **Divorce Decree** (this document is a summary of the information from the Petition... and is signed by the Judge after your waiting period), page 13
- **Filing Instructions** (we will include simple filing instructions that you may use in filing the paperwork we prepare for you at the courthouse)

Note: Every state is different, so some of the documents that you get may be different from the example paperwork we have displayed below.

Also, to prevent people from copying the paperwork... we have only provided a *sample copy* of a PORTION of the paperwork.

IN THE DISTRICT COURT OF TULSA COUNTY

STATE OF OKLAHOMA

In re the Marriage of)
)
JANE DOE,)
)
)
Petitioner,)
vs.)
)
)
JOHN DOE,)
)
Respondent.)

PETITION FOR DISSOLUTION OF MARRIAGE

COMES, **JANE DOE**, Petitioner, and files this Petition for divorce against Respondent, **JOHN DOE** and would state in support thereof the following:

1. This Court has jurisdiction of the parties and subject matter pursuant to Oklahoma Statutes Annotated, Title 43, Section 102 et seq.
2. That Petitioner and/or Respondent is now and has been next preceding the filing hereof a resident of the State of Oklahoma for a period exceeding six (6) months, and of TULSA County for a period exceeding thirty (30) days.
3. The Petitioner currently resides at the following address: 1234 ANYWHERE PL in TULSA, OKLAHOMA.
4. The Parties were lawfully married on FEBRUARY 14, 2000 in LAS VEGAS, NEVADA and said marriage is registered in LAS VEGAS, NEVADA .
5. There was ONE child born to the Parties. The name of that child is JIMMY DOE. Wife is not now pregnant.

6. Petitioner and Respondent separated on MARCH 10, 2008 and from that date up to the present, Petitioner and Respondent have lived separate and apart without any cohabitation.

7. The Petitioner and Respondent have executed a **Separation and Property Settlement Agreement** that is included with this petition that details the child custody, child support arrangements and other details concerning the raising of their minor child, JIMMY DOE, and is attached hereto as Exhibit "A".

The attached **Separation and Property Settlement Agreement** also disposes of all jointly owned property and settles all jointly owed debts, rights and liabilities of the parties. There is no property that the parties are asking the court to divide or distribute.

8. The Respondent is NOT on active duty in the armed services of the United States.

9. That as grounds for this divorce, Petitioner pleads incompatibility due to irreconcilable differences which have arisen between the parties hereto which have destroyed the legitimate intents and purposes of said marriage and rendered its continuation impossible.

10. Party JANE DOE requests restoration of her former name, JOHNSON. This request is not made for any illegal or fraudulent reason.

*****End of the PETITION FOR DIVORCE summary*****

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

In Re the Marriage of:)
)
JANE DOE,)
)
)
)
)
)
JOHN DOE)
)

v.

**MARITAL SEPARATION AND PROPERTY SETTLEMENT AGREEMENT
WITH MINOR CHILDREN**

**STATE OF OKLAHOMA
COUNTY OF TULSA**

WHEREAS, **JANE DOE**, hereinafter referred to as "Plaintiff", and **JOHN DOE**, hereinafter referred to as "Defendant", are now married; and

WHEREAS, the parties are separated and now living separate and apart and desire to make a mutually acceptable settlement of their rights, liabilities, obligations and property rights arising out of and during the course of their marital relationship. No reconciliation is contemplated; and

WHEREAS, Plaintiff and/or Defendant are actual and bona fide residents of the State of Oklahoma for more than six (6) months and **TULSA** County for more than thirty (30) days prior to the commencement of this action; and

WHEREAS, the Parties were lawfully married on **FEBRUARY 14, 2000**, in **LAS VEGAS, NEVADA**;

WHEREAS, there is minor **ONE** child, **JIMMY DOE** born to or adopted by the Parties.
Wife is not now pregnant; and

WHEREAS, Plaintiff and Defendant separated on **MARCH 10, 2008**, and from said date up to the present, Plaintiff and Defendant have lived separate and apart without any cohabitation. The parties are entitled to a Decree of Divorce on the grounds of incompatibility due to irreconcilable differences which have arisen between the parties hereto which have destroyed the legitimate intents and purposes of said marriage and rendered its continuation impossible; and

WHEREAS, Defendant hereby waives his/her right to file an Answer in this matter, or withdraws any Answer he/she may have filed, agrees that his default may be entered and agrees that the Court may award Plaintiff an uncontested Decree of Divorce and Judgment in this matter consistent with the terms of this Agreement and without further notice to Defendant; and

WHEREAS, The parties hereto agree that the provisions of this Separation and Property Settlement Agreement shall be incorporated into any judgment or Decree of Divorce, and that this Agreement shall survive, and shall not be merged into any judgment, decree or order, which may be issued.

NOW THEREFORE, FOR AND IN CONSIDERATION OF the mutual benefits and advantages accruing to each party, the undersigned do hereby solemnly covenant, agree and contract as follows:

1. CHILD CUSTODY, PARENTAL RESPONSIBILITY AND VISITATION:

A. The following child was born to the marriage of the parties:

Name	Birth date
JIMMY DOE	01/15/2003

B. Parental Responsibility – Child Custody

Both Husband and Wife are proper persons to have the permanent legal and physical custody, parental responsibility, care and control of the minor children of the parties. Husband and Wife shall share the decision-making rights, the responsibilities and the authority relating to the health, education and welfare of the children, and shall, therefore, make joint decisions concerning the children's health, education and welfare. Both Husband and Wife shall exchange information concerning the health, education and welfare of the minor children, and shall confer with one another in the exercise of decision-making rights, responsibilities and authority. Husband and Wife shall have equal access to all medical, dental and school records concerning the minor children.

However, the parties agree that the best interest of the child(ren) at this time is that primary parental responsibility and physical custody of the minor child(ren) will be and agree as follows:

(X) Husband and Wife shall have joint primary parental responsibility and custody of the minor child of the parties, both legal and physical.

C. Secondary Parental Responsibility, Visitation, or Time Sharing - General Provisions.

Visitation shall be conducted pursuant the following general provisions:

Visitation should be pleasant for the children and for the parent. Visitation should help the children maintain a good relationship with the non-custodial parent.

Visitation means the visiting parent has the children visit in his or her home overnight. It may include trips and outings elsewhere.

Visitation schedules shall be followed and the visiting parent shall inform the other parent when he or she cannot comply with the schedule.

Adjustment of the visitation schedule from time to time may be necessary according to the children's ages, health and interests.

Visitation should provide meaningful personal contact for both the visiting parent and the children.

Visitation should not be used to check on the other parent and the children should not be questioned for information about the other parent.

Both parents should strive to agree on matters pertaining to the children, including discipline, so that one parent is not undermining the other parent's efforts.

It is in the child's best interest for each parent to have a frequent, meaningful and continuing relationship with their children. For children to make an adequate adjustment to the dissolution of their parents marriage, the children must be allowed to continue their relationship with both parents, experience minimal changes in their lifestyle if at all possible, and not experience post-divorce conflict between their parents.

D. Secondary Parental Responsibility, Visitation, or Time Sharing - Schedule.

The non-custodial parent is entitled to reasonable visitation with the minor child. Husband and Wife adopt the following visitation schedule for the non-custodial parent:

i) WIFE and HUSBAND shall alternate weekends with child.

E. Secondary Parental Responsibility, Visitation, or Time Sharing - Additional Provisions.

In exercising visitation rights the following additional provisions apply:

- a) **Conflicts Between Regular Weekend, Holiday, and Extended Summer Visitation.** Where there is a conflict between a holiday weekend and the regular weekend visitation, the holiday takes precedence. Thus, if the non-custodial parent misses a regular weekend because it is the custodial parent's holiday, the regular alternating visitation schedule will resume following the holiday. If the non-custodial parent received two consecutive weekends because of a holiday, the child will spend the following weekend with the custodial parent. When there is a conflict between holiday visitation and extended summer visitation, the holiday visitation takes precedence. When there is a conflict between regular weekend

visitation and extended summer visitation, extended summer visitation takes precedence.

- b) **Appropriate Conduct By Parents.** Parents shall, at all times, avoid speaking negatively about each other and should firmly discourage such conduct by relatives or friends. Each parent should encourage the children to support the other parent. The basic rules of conduct and discipline established by the custodial parent should be the baseline standard for both parents, and consistently enforced by both, so that the children do not receive mixed signals.
- c) **Parental Communication.** Parents shall at all times keep each other advised of their home and work addresses and telephone numbers. So far as possible, all communication concerning the children shall be conducted between the parents in person, or telephonically at their residences (and not at their places of employment).
- d) **Grade Reports and Medical Information.** The custodial parent shall provide the non-custodial parent with grade reports and notices from school as they are received and shall, consistent with Oklahoma law, permit the non-custodial parent to communicate concerning the children directly with the school and with the children's doctors and other professionals, outside the presence of the custodial parent. Each parent shall immediately notify the other of any medical emergencies or serious illnesses of the children. The custodial parent shall notify the non-custodial parent of all school or other events (like Church or Scouts) involving parental participation. If the children are taking medications, the custodial parent shall provide a sufficient amount and appropriate instructions.
- e) **Visitation Clothing.** The custodial parent shall send an appropriate supply of the children's clothing with them, which shall be returned clean (when reasonably possible), with the children, by the non-custodial parent. The non-custodial parent shall advise, as far in advance as possible, of any special activities so that the appropriate clothing may be sent.
- f) **Visitation or Support Disputes.** Neither visitation nor child support is to be withheld because of either parent's failure to comply with a court order. The children have a right to both support and visitation, neither of which is dependent upon the other. In other words, failure to pay support does not mean no visitation and no visitation does not mean no support. If there is a violation of either a visitation or a support order, the exclusive remedy is to apply to the court for appropriate sanctions.
- g) **Adjustments to This Visitation Schedule.** Although this is a rather specific schedule, the parties are expected to fairly modify visitation when family necessities, illnesses or commitments reasonably so require. The requesting party shall give as much notice as circumstances permit

- h) **Pickup and Drop-off.** Unless other arrangements are made, the non-custodial parent shall pick up the children at the times specified and return them at the times specified. The custodial parent shall have the children ready for visitation at the time they are to be picked up and shall be present at the home to receive the children at the time they are returned. Unjustified violations of this provision may result in the offender being subject to contempt of court. (Commentary: While it is most desirable for the parents to pick up and return the children, this provision does not prohibit grandparents, current spouses or other appropriate adults known to the children.)
- i) **Extracurricular Activities.** Children are often involved in sports, lessons, and other extracurricular activities which are generally to their benefit and enjoyment. Each parent shall recognize that a reasonable amount of extracurricular activities are generally assumed to be in the children's best interests. Each parent should attempt to be flexible in order to accommodate the children's extracurricular activity schedules as much as reasonably possible, although extracurricular activities should not supersede summer visitation with non-custodial parents, nor should they be used as a method by which to deny access to the non-custodial parent. In recognition of the scheduling difficulties that can be caused by children's extracurricular activities, custodial parents should act in good faith in attempting to schedule such extracurricular activities as not to unreasonably infringe upon the non-custodial parent's access to the children. Likewise, the non-custodial parent should act in good faith in attempting to assist in transportation needs and in accommodating the children's extracurricular schedules as much as reasonably possible. Good faith communication by the parents is essential with regard to the difficult issue of the scheduling of children's extracurricular activities.
- j) **Notice of Canceled Visitation.** Whenever possible, the non-custodial parent shall give a minimum of three (3) days notice of intent not to exercise all or part of the scheduled visitation. When such notice is not reasonably possible, the maximum notice permitted by the circumstances, and the reason therefore, shall be given. The custodial parent shall give the same type of notice when good cause exists making the cancellation or modification of scheduled visitation necessary.
- k) **Missed Visitation.** In the event the non-custodial parent misses visitation as the result of illness of the child or parent, an emergency, or other such reasonable excuse, the parties shall make a good faith effort to make up a portion of that visitation within a reasonable period of time, understanding the importance of the non-custodial parent's continuing and frequent contact with the children. (Commentary: It is important to remember that illness should not necessarily deprive the non-custodial parent of visitation with the children. Clearly, a non-custodial parent can take care of a sick child as well as the custodial parent in many circumstances.)

- l) **Custodial Parent's Vacation.** Unless otherwise specified, the custodial parent shall be entitled to a period of vacation with the children no less than that accorded the non-custodial parent, whose visitation shall abate during the first fourteen days thereof, and thereafter only so long as distance makes visitation impracticable.
- m) **Caretaker Provision.** As a general rule, each parent shall have the right of first refusal for childcare or baby sitting needs of the other parent for durations of four hours or more. Whenever either parent has a need for child care or baby sitting for a duration of four hours or more, that parent should always make a good faith attempt first to inquire of the other parent, with as much advance notice as reasonably possible, whether the other parent desires to provide child care or baby sitting. The other parent is under no obligation to provide the childcare or baby sitting. If the other parent elects to provide such childcare or baby sitting, it shall be done at no cost. This provision is intended to provide each parent additional access to the children whenever reasonably possible.
- n) **Telephone and Mail Privileges.** Each parent shall allow liberal and reasonable telephone and mail privileges with the children.
- o) **Medical Reports and Bills.** The Custodial parent shall provide copies of all medical information, and documentation, including bills, within seven (7) days of their receipt and shall immediately notify the other parent in the event of a medical emergency. Every effort shall be made for the custodial parent to provide the non-custodial parent with the necessary information of a medical expense in order to get the bill satisfied. The parent with the medical insurance shall provide the other parent with a copy of the explanation of benefits with seven (7) days from the date of receipt of same so that the uninsured portion of the bill can be quickly calculated and paid within a reasonable period of time.
- p) **Abatement of Support During Extended Visitation.** If the non-custodial parent's support obligation is current, support shall abate by 50 percent during any visitation of seven (7) consecutive days or more. If support is not current, the 50 percent that would have been abated shall be paid and shall apply to the existing arrearage. (Commentary: If the custodial parent actually receives the full amount of child support during this period and if support is current, it is the custodial parent's obligation to refund the money immediately to the non-custodial parent. This alleviates many of the problems that arise when wage-withholding orders have been issued.)
- q) **Modification.** If the parties mutually agree permanently to change the provisions of their decree of divorce, they must petition the Court to approve and order that change. In the event that the parties do not obtain a court order, the Court will not be bound by any alleged agreement of the parties.

F. **Other Provisions.**

{explain any other agreed-upon arrangements} _____

Neither parent shall take the child from the custody of the other parent or any child care provider or other person entrusted by the other parent with the care of the child without the agreement of the other party during the other party's time of parental responsibility or visitation.

2. CHILD SUPPORT, HEALTH INSURANCE, DENTAL INSURANCE:

A. Amount and Person to Pay. HUSBAND will pay child support to WIFE for the benefit of the minor child of the parties in the amount of **\$350.00 per child**, every month. This agreement has already been put into place and will continue until modified by court order, or the minor child becomes an adult, emancipated, marries, dies, otherwise becomes self-supporting. (Note: Child support is stated in terms of amount per child.)

*****End of the PROPERTY SETTLEMENT AGREEMENT summary*****

IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

In re the Marriage of)
)
JANE DOE,)
Petitioner,)
vs.)
)
JOHN DOE,)
Respondent.)

ENTRY OF APPEARANCE AND WAIVER

COMES NOW the Respondent herein, the undersigned, and acknowledges receipt of a copy of the Petition filed and on file herein, states that he has read and understands the same, hereby waives the issuance, service, and return of process in this action, enters a voluntary appearance in this cause, waiving all time and right to plead, answer or appear in this action, and consents that the same may be set down for trial and heard by the court at any time hereafter without notice to, and in the absence of this Respondent, and that a final Decree of Divorce be issued.

Respondent

STATE OF OKLAHOMA
COUNTY OF TULSA

Before me, the undersigned, a Notary Public within and for the **State of Oklahoma**, on this _____ day of _____, 20____, personally appeared Respondent, _____, to me known to be the identical person who executed the above and foregoing entry of appearance and waiver and personally acknowledged to me that he/she has read, understood and signed the same, and that he/she executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto affixed my signature and official seal the day and date heretofore stated.

*****End of the ENTRY OF APPEARANCE & WAIVER summary*****

IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

In re the Marriage of)
)
JANE DOE,)
) **Petitioner,**)
)
and)
)
JOHN DOE,)
) **Respondent.**)

DECREE OF DIVORCE

This matter was heard on the _____ day of _____, 20____, upon the pleadings and Affidavit of the Petitioner and Respondent filed herein. Upon such, the court makes the following:

FINDINGS OF FACT

- a) That this Court has jurisdiction in that the Petitioner was a resident of the State of Oklahoma for more than six (6) months and TULSA County for more than thirty (30) days before the filing of the Petition for Divorce in this case.
- b) The Petitioner and Respondent were lawfully married to each other on FEBRUARY 14, 2000 in LAS VEGAS, NEVADA.
- c) There was ONE minor child born to the Petitioner and the Respondent, JIMMY DOE. All the arrangements concerning child custody, support and other details to child care are included in the Separation and Property Settlement Agreement.
- d) There are no property or debt rights to be adjudicated between the Parties. The parties have agreed to all property and debt issues in the Separation and Property Settlement

Agreement .

e) That a state of complete and irreconcilable incompatibility has arisen between the parties which has completely destroyed the legitimate aims of the marriage and rendered its continuation impossible entitling the Petitioner to a Decree of Divorce from the Respondent.

f) Party JANE DOE does request that her maiden/former name of JOHNSON be restored unto her. This is not requested for any illegal or fraudulent reasons.

g) In the event either party fails to perform his or her obligations under the Decree of Divorce, such person shall be required to pay all costs and attorney fees of the other party incurred in enforcing the terms of the Decree of Divorce.

h) Each party is ordered to execute and deliver to the other party without cost any documents necessary to implement the provisions of this Decree of Divorce.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact, the court concludes as a matter of law that the Petitioner is entitled to a Decree of Divorce from the Respondent on the grounds of incompatibility.

JUDGMENT

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

*****End of the DIVORCE DECREE summary*****