

IN THE DISTRICT COURT OF _____ COUNTY
STATE OF OKLAHOMA

In Re the Marriage of:)
)
_____,)
)
 Petitioner,)
) **Case Number** _____
and)
) **JUDGE:**
_____,)
)
 Respondent.)

GENERAL APPEARANCE AND WAIVER OF SUMMONS

1. I have received a copy of the *Petition for Dissolution of Marriage* filed in this action and the *Automatic Temporary Injunction Notice*.
2. I enter my appearance in this case.
3. I understand that by signing this *General Appearance and Waiver of Summons*, I give up my right to be served with a Summons.
4. I understand that by signing this *General Appearance and Waiver of Summons*, I give up my right to any further notice of hearings or court dates in this case.
5. I agree to abide by the terms of the *Automatic Temporary Injunction Notice* while this case is pending with the Court.
6. The *Decree of Dissolution of Marriage* states the entire agreement I have reached with _____ [op full name] in this Dissolution of Marriage.
7. I approve the *Decree of Dissolution of Marriage*.
8. I agree that the Court can approve and enter the *Decree of Dissolution of Marriage* I have signed, without me being present and without further notice to me.
9. I understand that it is my right to get legal advice from a lawyer if I have any question

about this divorce case, *Petition for Dissolution of Marriage* filed in this case, the *General Appearance and Waiver of Summons, Automatic Temporary Injunction Notice* or the *Decree of Dissolution of Marriage*.

10. I have signed this document and the Decree of Dissolution of Marriage freely and voluntarily. I have not been subject to any threats, duress, or coercion of any kind.

OPName, Respondent

Address,

City, State Zip

Phone Number

State of Oklahoma)
) **SS**
County of Tulsa)

VERIFICATION

_____ OPName, of lawful age, being first duly sworn, upon oath deposes and states: I am the Respondent in the above case; I have read the foregoing document and understand its contents. I hereby state that the facts set forth in the foregoing document are true and correct to the best of my knowledge and belief.

Respondent

Subscribed and sworn to before me this _____ day of _____,
20____.

Notary Public

My Commission Expires:

Commission Number:

AUTOMATIC TEMPORARY INJUNCTION NOTICE

WARNING: This is an official Court Order by operation of law. It affects your rights. Read this Notice immediately and carefully. If you do not understand it, contact a lawyer for help. Violation of this Order may be punished by fine and/or imprisonment.

Oklahoma Statutes (43 O.S. §110) provide that upon the filing of a Petition for Divorce or Legal Separation by the Petitioner, or upon service of the Petition and Summons on the Respondent, or upon waiver and acceptance of service by the Respondent, an **Automatic Temporary Injunction** shall be in effect against **both parties** until the final decree is entered or the Petition is dismissed, or until further Order of the Court unless:

- (a) both parties have signed their names below agreeing to waive these Automatic Temporary Orders; or
- (b) within three (3) days after service of this Summons, a party files an objection and requests a hearing with the Court.

This Automatic Temporary Injunction shall remain in force until the hearing by the Court.

Either party may apply to the Court for further temporary orders, an expanded temporary injunction, or modification or revocation under 43 O.S. §110(A)(4).

THEREFORE, BOTH YOU AND YOUR SPOUSE ARE RESTRAINED, ENJOINED, AND PROHIBITED FROM THE FOLLOWING:

1. Molesting or disturbing the peace of the other party or the child(ren) of the marriage.
2. Disrupting or withdrawing any child(ren) of this marriage from an educational facility, program, or day-care where the child(ren) historically child(ren)been enrolled.
3. Hiding or secreting any child(ren) of this marriage from the other party.
4. Removing any child(ren) of this marriage beyond the jurisdiction of the State of Oklahoma, acting directly or in concert with others, except for vacation of two (2) weeks or less duration, without the prior written consent of the other party.
5. Selling, mortgaging, encumbering, transferring, loaning, giving away, 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:
 - (A) in the usual course of operating a business;
 - (B) for the purpose of retaining an attorney for the case; or
 - (C) for the necessities of life.

Each party shall notify the other party of any proposed other expenditures, and shall account to the court for all such expenditures made after this injunction went into effect.

6. Intentionally or knowingly damaging or destroying the tangible property of the parties, or either of them, including but not limited to, any document that represented or embodies anything of value.
7. Making a 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.
8. Withdrawing or borrowing in any manner all or any part of the cash surrender value of life insurance policies of either party or any of their children.
9. Changing or in any manner altering the beneficiary designation on any life insurance policies of either party or any other their children.
10. Canceling, altering, or in any manner affecting any casualty, automobile, homeowners', or health insurance policies insuring the parties property or persons.
11. Opening or diverting mail addressed to the other party.
12. 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.

REGARDING INSURANCE, YOU AND YOUR SPOUSE ARE:

13. Ordered to maintain and keep in force all presently existing health, property, vehicle, homeowner's life and other insurance which your are presently carrying on any member of this family unit, or property or

vehicle, 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.

14. In addition, **you must provide the following documents to your spouse within thirty (30) days of receiving this document:**

- A. Federal and State income tax return for each party for the past two (2) years and any nonpublic, limited partnership and privately held corporate returns for any entity in which either you or your spouse has a 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, you 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.
- B. Two (2) months of the most recent pay stubs from each employer for whom you worked.
- C. Statements for the past six (6) months for all bank accounts held in the name of either you or your spouse, individually or jointly, or in the name of another person for the benefit of either you or your spouse or held by your or your spouse for the benefit of your minor child(ren).
- D. Documentation regarding the cost and nature of available health insurance coverage for the benefit of either you, your spouse or your child(ren).
- E. Documentation regarding the cost and nature of employment or educationally related child care expenses incurred for the benefit of your minor child(ren).
- F. Documentation regarding all debts in the your name or your spouse's name, individually or jointly, showing the most recent balance due and payment terms.
- G. If you cannot provide the items mentioned hereinabove, you shall provide a verified statement under the penalty of perjury of what documents are missing and why you cannot provide those documents or that information, and setting forth what efforts you have made to provide the information or documents. Should you later discover or obtain he information or documents, you shall provide that information as quickly as possible.

WAIVER OF AUTOMATIC TEMPORARY INJUNCTION

Pursuant to 43 O.S. §110(A)(2)(b), the provisions of this Automatic Temporary Injunction can be waived - if both parties agree. By my signature below, I waive the effectiveness of the foregoing Automatic Temporary Injunction. I understand this waiver is not effective unless both parties have checked the boxes and signed below.

I hereby waive the following sections hereinabove:

Dated: _____

Dated: _____

Signature of Petitioner

Signature of Respondent