



1 Section 101. The district court may grant a divorce for any of  
2 the following causes:

3 First. Abandonment for one (1) year.

4 Second. Adultery.

5 Third. Impotency.

6 Fourth. When the wife at the time of her marriage, was pregnant  
7 by another than her husband.

8 Fifth. Extreme cruelty.

9 Sixth. Fraudulent contract.

10 Seventh. Incompatibility. Provided, however, that the court  
11 shall not grant a divorce on the ground of incompatibility if:

12 1. There are living minor children of the marriage;

13 2. The parties have been married ten (10) years or longer; or

14 3. Either party files a written objection to the granting of a  
15 divorce.

16 Eighth. Habitual drunkenness.

17 Ninth. Gross neglect of duty.

18 Tenth. Imprisonment of the other party in a state or federal  
19 penal institution under sentence thereto for the commission of a  
20 felony at the time the petition is filed.

21 Eleventh. The procurement of a final divorce decree without  
22 this state by a husband or wife which does not in this state release  
23 the other party from the obligations of the marriage.

24

1 Twelfth. Insanity for a period of five (5) years, the insane  
2 person having been an inmate of a state institution for the insane  
3 in the State of Oklahoma, or inmate of a state institution for the  
4 insane in some other state for such period, or of a private  
5 sanitarium, and affected with a type of insanity with a poor  
6 prognosis for recovery; provided, that no divorce shall be granted  
7 because of insanity until after a thorough examination of such  
8 insane person by three physicians, one of which physicians shall be  
9 a superintendent of the hospital or sanitarium for the insane, in  
10 which the insane defendant is confined, and the other two physicians  
11 to be appointed by the court before whom the action is pending, any  
12 two of such physicians shall agree that such insane person, at the  
13 time the petition in the divorce action is filed, has a poor  
14 prognosis for recovery; provided, further, however, that no divorce  
15 shall be granted on this ground to any person whose husband or wife  
16 is an inmate of a state institution in any other than the State of  
17 Oklahoma, unless the person applying for such divorce shall have  
18 been a resident of the State of Oklahoma for at least five (5) years  
19 prior to the commencement of an action; and provided further, that a  
20 decree granted on this ground shall not relieve the successful party  
21 from contributing to the support and maintenance of the defendant.  
22 The court shall appoint a guardian ad litem to represent the insane  
23 defendant, which appointment shall be made at least ten (10) days  
24 before any decree is entered.

1 SECTION 3. AMENDATORY 43 O.S. 2011, Section 110, is  
2 amended to read as follows:

3 Section 110. A. 1. Except as otherwise provided by this  
4 subsection, upon the filing of a petition for dissolution of  
5 marriage, annulment of a marriage or legal separation by the  
6 petitioner and upon personal service of the petition and summons on  
7 the respondent, or upon waiver and acceptance of service by the  
8 respondent, an automatic temporary injunction shall be in effect  
9 against both parties pursuant to the provisions of this section:

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

21 b. restraining the parties from:  
22 (1) intentionally or knowingly damaging or destroying  
23 the tangible property of the parties, or of  
24 either of them, specifically including, but not

1 limited to, any electronically stored materials,  
2 electronic communications, social network data,  
3 financial records, and any document that  
4 represents or embodies anything of value,

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

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

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

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

22 (6) opening or diverting mail addressed to the other  
23 party, and  
24

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

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

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

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

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

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

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

14 (1) the federal and state income tax returns of each  
15 party for the past two (2) years and any  
16 nonpublic, limited partnership and privately held  
17 corporate returns for any entity in which either  
18 party has an interest, together with all  
19 supporting documentation for the tax returns,  
20 including but not limited to W-2 forms, 1099  
21 forms, K-1 forms, Schedule C and Schedule E. If  
22 a return is not completed at the time of  
23 disclosure, the parties shall provide the  
24 documents necessary to prepare the tax return of

1 the party, to include W-2 forms, 1099 forms, K-1  
2 forms, copies of extension requests and estimated  
3 tax payments,

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

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

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

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

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

23 2. If either party is not in possession of a document required  
24 pursuant to subparagraph h of paragraph 1 of this subsection or has

1 not been able to obtain the document in a timely fashion, the party  
2 shall state in verified writing, under the penalty of perjury, the  
3 specific document which is not available, the reasons the document  
4 is not available, and what efforts have been made to obtain the  
5 document. As more information becomes available, there is a  
6 continuing duty to supplement the disclosures.

7 3. Nothing in this subsection shall prohibit a party from  
8 conducting further discovery pursuant to the Oklahoma Discovery  
9 Code.

10 4. a. The provisions of the automatic temporary injunction  
11 shall be printed as an attachment to the summons and  
12 the petition and entitled "Automatic Temporary  
13 Injunction Notice".

14 b. The automatic temporary injunction notice shall  
15 contain a provision which will allow the parties to  
16 waive the automatic temporary injunction. In  
17 addition, the provision must state that unless both  
18 parties have agreed and have signed their names in the  
19 space provided, that the automatic temporary  
20 injunction will be effective. Along with the waiver  
21 provision, the notice shall contain a check box and  
22 space available for the signatures of the parties.

23  
24

1           5. The automatic temporary injunction shall become an order of  
2 the court upon fulfillment of the requirements of paragraph 1 of  
3 this subsection unless and until:

4           a. the automatic temporary injunction is waived by the  
5 parties. Both parties must indicate on the automatic  
6 temporary injunction notice in the space provided that  
7 the parties have both agreed to waive the automatic  
8 temporary injunction. Each party must sign his or her  
9 own name on the notice in the space provided, or

10          b. a party, no later than three (3) days after service on  
11 the party, files an objection to the injunction and  
12 requests a hearing. Provided, the automatic temporary  
13 injunction shall remain in effect until the hearing  
14 and a judge orders the injunction removed.

15          6. The automatic temporary injunction shall be dissolved upon  
16 the granting of the dissolution of marriage, final order of legal  
17 separation or other final order.

18          7. Nothing in this subsection shall preclude either party from  
19 applying to the court for further temporary orders, pursuant to this  
20 section, an expanded automatic temporary injunction, or modification  
21 or revocation thereto.

22          8. a. With regard to an automatic temporary injunction, when  
23 a petition for dissolution of marriage, annulment of a  
24 marriage, or a legal separation is filed and served, a

1 peace officer shall use every reasonable means to  
2 enforce the injunction which enjoins both parties from  
3 molesting or disturbing the peace of the other party  
4 or the children of the marriage against a petitioner  
5 or respondent, whenever:

6 (1) there is exhibited by a respondent or by the  
7 petitioner to the peace officer a copy of the  
8 petition or summons, with an attached Temporary  
9 Injunction Notice, duly filed and issued pursuant  
10 to this section, together with a certified copy  
11 of the affidavit of service of process or a  
12 certified copy of the waiver and acceptance of  
13 service, and

14 (2) the peace officer has cause to believe that a  
15 violation of the automatic temporary injunction  
16 has occurred.

17 b. A peace officer shall not be held civilly or  
18 criminally liable for his or her action pursuant to  
19 this paragraph if his or her action is in good faith  
20 and without malice.

21 B. After a petition has been filed in an action for dissolution  
22 of marriage or legal separation either party may request the court  
23 to issue:

24 1. A temporary order:

- a. regarding child custody, support or visitation,
- b. regarding spousal maintenance,
- c. regarding payment of debt,
- d. regarding possession of property,
- e. regarding attorney fees, and
- f. providing other injunctive relief proper in the circumstances.

All applications for temporary orders shall set forth the factual basis for the application and shall be verified by the party seeking relief. The application and a notice of hearing shall be served on the other party in any manner provided for in the Rules of Civil Procedure.

The court shall not issue a temporary order until at least five (5) days' notice of hearing is given to the other party.

After notice and hearing, a court may issue a temporary order granting the relief as provided by this paragraph; and/or

2. A temporary restraining order. If the court finds on the basis of a verified application and testimony of witnesses that irreparable harm will result to the moving party, or a child of a party if no order is issued before the adverse party or attorney for the adverse party can be heard in opposition, the court may issue a temporary restraining order which shall become immediately effective and enforceable without requiring notice and opportunity to be heard to the other party. Provided, for the purposes of this section, no

1 minor child or children temporarily residing in a licensed,  
2 certified domestic violence shelter in the state shall be removed by  
3 an ex parte order. If a temporary restraining order is issued  
4 pursuant to this paragraph, the motion for a temporary order shall  
5 be set within ten (10) days.

6 C. Any temporary orders and the automatic temporary injunction,  
7 or specific terms thereof, may be vacated or modified prior to or in  
8 conjunction with a final decree on a showing by either party of  
9 facts necessary for vacation or modification. Temporary orders and  
10 the automatic temporary injunction terminate when the final judgment  
11 on all issues, except attorney fees and costs, is rendered or when  
12 the action is dismissed. The court may reserve jurisdiction to rule  
13 on an application for a contempt citation for a violation of a  
14 temporary order or the automatic temporary injunction which is filed  
15 any time prior to the time the temporary order or injunction  
16 terminates.

17 D. Upon granting a decree of dissolution of marriage, annulment  
18 of a marriage, or legal separation, the court ~~may~~ shall require  
19 ~~either party~~ the parties to pay ~~such reasonable~~ their own expenses  
20 ~~of the other as may be just and proper under the circumstances,~~  
21 including attorney fees, except as provided in subsection E of this  
22 section and in Section 112.6 of this title.

23 E. Upon granting a decree of dissolution of marriage, annulment  
24 of a marriage, or legal separation, where the court finds by a

1 preponderance of the evidence that one spouse caused the  
2 dissolution, annulment, or separation by committing at least one of  
3 the grounds for divorce as listed in Section 101 of this title, the  
4 court shall order that party to pay the other party's expenses,  
5 including attorney fees.

6 ~~E.~~ F. The court may in its discretion make additional orders  
7 relative to the expenses of any such subsequent actions, including  
8 but not limited to writs of habeas corpus, brought by the parties or  
9 their attorneys, for the enforcement or modification of any  
10 interlocutory or final orders in the dissolution of marriage action  
11 made for the benefit of either party or their respective attorneys.

12 SECTION 4. AMENDATORY 43 O.S. 2011, Section 121, as last  
13 amended by Section 1, Chapter 334, O.S.L. 2012 (43 O.S. Supp. 2012,  
14 Section 121), is amended to read as follows:

15 Section 121. A. When a dissolution of marriage is granted, the  
16 decree shall restore:

- 17 1. To the wife her maiden or former name, if her name was  
18 changed as a result of the marriage and if she so desires;
- 19 2. To the husband his former name, if his name was changed as a  
20 result of the marriage and if he so desires.

21 B. The court shall enter its decree confirming in each spouse  
22 the property owned by him or her before marriage and the undisposed-  
23 of property acquired after marriage by him or her in his or her own  
24 right. Either spouse may be allowed such alimony out of real and

UNDERLINED language denotes Amendments to present Statutes.  
**BOLD FACE CAPITALIZED** language denotes Committee Amendments.  
~~Strike thru~~ language denotes deletion from present Statutes.

1 personal property of the other as the court shall think reasonable,  
2 having due regard to the value of such property at the time of the  
3 dissolution of marriage. Alimony may be allowed from real or  
4 personal property, or both, or in the form of money judgment,  
5 payable either in gross or in installments, as the court may deem  
6 just and equitable. As to such property, whether real or personal,  
7 which has been acquired by the parties jointly during their  
8 marriage, whether the title thereto be in either or both of said  
9 parties, the court shall, subject to a valid antenuptial contract in  
10 writing, make such division between the parties as may appear just  
11 and reasonable, by a division of the property in kind, or by setting  
12 the same apart to one of the parties, and requiring the other  
13 thereof to be paid such sum as may be just and proper to effect a  
14 fair and just division thereof. However, where the court finds by a  
15 preponderance of the evidence that one spouse caused the dissolution  
16 of marriage by committing at least one of the grounds for divorce as  
17 listed in Section 101 of this title, the court shall award only one-  
18 quarter (1/4) of the marital property to that spouse and the other  
19 spouse shall retain the remaining three-quarters (3/4) of the  
20 marital property. The court may set apart a portion of the separate  
21 estate of a spouse to the other spouse for the support of the  
22 children of the marriage where custody resides with that spouse.

23 C. A servicemember's portion of Special Monthly Compensation  
24 (SMC) awarded by or from the United States Department of Veterans

1 Affairs for service-connected loss or loss of use of specific organs  
2 or extremities shall be separate property, not divisible as a  
3 marital asset nor as community property. For purposes of  
4 identifying SMC, it is the sole responsibility of the servicemember  
5 to prove with competent evidence what amount of his or her  
6 disability compensation is SMC.

7 D. A servicemember's portion of Combat-Related Special  
8 Compensation (CRSC) shall be separate property, not divisible as a  
9 marital asset nor as community property, if a specific dollar amount  
10 of CRSC can be proved by the servicemember as compensation for  
11 combat-related loss of limb or loss of bodily function and the CRSC  
12 award was applied for and established prior to the date of the  
13 filing of the dissolution of marriage action.

14 E. Pursuant to the federal Uniformed Services Former Spouses'  
15 Protection Act, 10 U.S.C., Section 1408, a court may treat  
16 disposable retired or retainer pay payable to a military member  
17 either as property solely of the member or as property of the member  
18 and the spouse of the member. If a state court determines that the  
19 disposable retired or retainer pay of a military member is the sole  
20 and separate property of the military member, the court shall submit  
21 clear and concise written findings of such determination to be  
22 included in the decree or final order. If a state court determines  
23 that the disposable retired or retainer pay of a military member is  
24 marital property, the court shall submit clear and concise written

1 findings of such determination to be included in the decree or final  
2 order and shall award an amount consistent with the rank, pay grade,  
3 and time of service of the member at the date of the filing of the  
4 petition, unless the court finds a more equitable date due to the  
5 economic separation of the parties.

6 F. Unless otherwise agreed to by the parties, any division of  
7 an active duty military member's retirement or retainer pay shall  
8 use the following language:

9 "The former spouse is awarded a percentage of the member's  
10 disposable military retired pay, to be computed by multiplying fifty  
11 percent (50%) times a fraction, the numerator of which is \_\_\_\_x\_\_\_\_  
12 months of marriage during the member's creditable military service,  
13 divided by the member's total number of months of creditable  
14 military service."

15 G. In the case of a member's retiring from reserve duty, unless  
16 otherwise agreed by the parties, any division of a reservist's  
17 retirement or retainer pay shall use the following language:

18 "The former spouse is awarded a percentage of the member's  
19 disposable military retired pay, to be computed by multiplying fifty  
20 percent (50%) times a fraction, the numerator of which is \_\_X\_\_\_\_  
21 reserve retirement points earned during the period of the marriage,  
22 divided by the member's total number of reserve retirement points  
23 earned."  
24

1 SECTION 5. This act shall become effective November 1, 2013.

2  
3 COMMITTEE REPORT BY: COMMITTEE ON GOVERNMENT MODERNIZATION, dated  
4 02/20/2014 - DO PASS, As Coauthored.  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24