

So Ordered:

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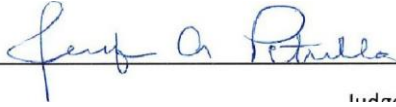
Wednesday, July 16, 2025 PM

CASE NUMBER: 2024 DR 00547 Docket ID:

424375135 Mike Foley

CLERK OF COURTS MONTGOMERY COUNTY

OHIO



Judge
Judge

IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO
DOMESTIC RELATIONS DIVISION

JOANNA SULLIVAN
1315 BUCK RUN ROAD
WILMINGTON, OHIO 45177
DOB: 11/18/1985

* CASE NO. 2024 DR 00547

* JUDGE JENNIFER PETRELLA

*k

Plaintiff, -

vs.

BRENDAN SULLIVAN
1199 DURHAM DRIVE
CENTERVILLE, OHIO 45459
DOB: 02/23/1976

* FINAL JUDGMENT AND DECREE OF

* DIVORCE

* (Final Appealable Order)

*k

Defendant.

This cause came before the Court for hearing on the 2nd day of April, 2025, upon the Complaint for Divorce filed on August 22, 2024, the Answer and Counterclaim filed on September 4, 2024, and upon the evidence and testimony submitted to the Court. The Court finds that both parties were served with these respective pleadings as provided by law. The Court further finds that both parties have received Notice of the Hearing in this matter, and both parties have appeared with counsel, where this Decree was read into the record and adopted by the Court and the parties. The Court further finds:

1. The parties were married in Wilmington, Ohio on October 19, 2019. The Court further finds that the parties are parents of one minor child, to-wit: Lucie Hope Sullivan, DOB: June 4, 2021. No other children are known to be expected of the marriage.
2. The Defendant has been a resident of the County of Montgomery in excess of ninety

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(90) days and the State of Ohio for more than six (6) months immediately preceding filing

Complaint for Divorce.

3. Both Plaintiff/Wife and Defendant/Husband have reviewed the terms and provisions of this Final Judgment and Decree of Divorce, and both parties agree to all terms of this

Final Judgment and Decree of Divorce; and

4. The parties are entitled to a divorce from each other on the grounds of incompatibility. IT IS THEREFORE, ORDERED, ADJUDGED, and DECREED that:

5. The parties are granted a divorce from each other and the marriage contract that exists from both parties is terminated and both parties are released from their marital obligations.

THE COURT FURTHER ORDERS that:

6. Neither party shall annoy, molest, interfere with or harass the other in any manner. Each shall respect the other's wish, desire, right to privacy and to live without interference from the other and hereby releases the other from all duties of cohabitation and fidelity.

1. PARENTAL RIGHTS AND RESPONSIBILITIES, CHILD SUPPORT & HEALTH CARE:

The parties represent to the Court that there shall be Shared Parenting for the minor child, Lucie Hope Sullivan, born June 4, 2021. All issues with respect to the minor child, Lucie Hope Sullivan, shall be addressed in the Shared Parenting Plan filed with its Decree of Shared Parenting contemporaneously with this Decree.

11. REAL AND PERSONAL PROPERTY AND DIVISION OF DEBTS:

- A. Real Property. The parties are owners of real estate located at 1199 Durham Drive, Centerville, Ohio 45459. The parties agree that Husband shall keep said property free and clear of any claim of Wife. Husband shall be responsible for any debt or expense related to the maintenance of said property and shall hold Wife harmless thereon. Wife shall sign a Quit claim Deed transferring her interest in said property to Husband within 30 days of the Final Hearing.

* *SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION* * * *

Husband inherited parcels located in Blaine County, Oklahoma. The parties agree that said property is Husband's separate property and he shall retain said property free and clear of any claim of Wife. Husband shall be responsible for any debt or expense related to the maintenance of said property and shall hold Wife harmless.

SEE ATTACHED EXHIBIT B FOR LEGAL DESCRIPTION

- B. Household Goods and Furnishings. The parties have divided household goods and personal property to their mutual satisfaction. Each party shall keep their own personal property free and clear of any claim by the other.

Further, the parties do own certain firearms that shall be divided as follows:

- Husband shall have possession of his CZ 75B 9mm and magazines Serial Number B047325.
- Husband shall have possession of his Sig Sauer P365 and magazines Serial Number 66A925609.
- Wife shall have possession of her Glock 43X Serial Number BPPP841.

Each party shall surrender any respective firearm in their possession owed to the other party within 30 days of the Final Judgment and Decree of Divorce.

- C. Motor Vehicles and Personalty. Husband shall retain his 2019 Honda Odyssey free and clear of all claims of Wife. Husband shall be solely responsible for any and all obligations associated therewith and hold Wife harmless from any loan obligation and operation of said vehicles.

Wife shall retain her 2020 Hyundai Tucson SE FWD free and clear of all claims of Husband. Wife shall hold Husband harmless from any and all liability associated with her use or any loan obligations associated with said vehicles.

- D. Bank Accounts. The parties have financial accounts and agree accounts are already divided in name proper party. The parties are satisfied with the division.

3. Both Plaintiff/Wife and Defendant/Husband have reviewed the terms and provisions of this Final Judgment and Decree of Divorce, and both parties agree to all terms of this

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The parties have a joint account with Wright Patt Credit Union (account number [REDACTED]6503) that shall be closed within 30 days of the Final Judgment and Decree of Divorce. The parties shall be free to open their own individual bank accounts and shall remain free and clear of the other. The parties shall redirect any direct deposits being made to the join account prior to the closing of the joint account.

- E. Pension and Retirement. The pensions, profit sharing, IRA, 401 (k) or other retirement plans are already divided and in the appropriate parties' name. The parties are satisfied with division Each party shall pay for and the hold the other harmless from any debt owing on the pension(s), profit sharing, IRA, 401 (k), or other retirement plans received unless otherwise stated in this Agreement.

- F. Expenses and Debts. Prior to and during their marriage, personal debts and liabilities may have been created by either party. These personal debts shall be the sole responsibility of the individual in whose name the debt is titled, and Husband shall hold each other harmless from any and all claims for payment or liability of said accounts. Each party shall close every account previously held in their joint names. Further, the parties shall not contract any debt or pledge to the credit of the other in any way at any time in the future.

- G. Attorney Fees. Each party shall assume and hold the other harmless from their respective attorneys' fees in this action.

H. Life Insurance. Each party discloses to the other they do not have a life insurance policy for the life of the other party. The parties shall be free to retain and keep in full force and effect (in their sole discretion) any and all existing life insurance policies or add to or delete from 'their portfolio of life insurance free and clear of any claims of the other, except as otherwise provided herein or in the companion Final Judgment and Decree of Shared Parenting.

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111. SPOUSAL SUPPORT: There shall be no spousal support exchanged and the Court shall not retain jurisdiction over that issue.

IV. NON-DISPARAGEMENT: The parties agree not to disparage one another based upon privileged knowledge about each other obtained through the course of the marriage. All information that may in any way disparage, harm, cause to lower the other's selfesteem, negatively affect the other's public imagine, or have any negative effect on the other person's business, school or career prospects will be deemed Private and Confidential Information (Herein After "Protected Information") that will not be disseminated without prior written and/or electronic consent. In each instance, the parties will not: (a) disclose, directly or indirectly, or cause or induce the disclosure of, any information, pictures, posts, comments; (b) remove, reproduce, summarize, copy, excerpt, distribute, sell, exploit or utilize in any manner whatsoever any "Protected Information" that was been provided to them by the other party. "Protected Information" shall include, but not be limited to, information concerning the other party's personal and business activities; sealed records; legal and financial affairs; physical health; mental health; sexual activities; philosophical, spiritual, or other views; characteristics; whereabouts; any and all photograph, likenesses, tapes, films, videos or audio and other recordings (including negatives, prints, or copies thereof) of or by the party; and any emails, texts, or other forms of written communication about or from the other party. Under no circumstances will the parties divulge any "Protected Information" by any means or through any media whatsoever, including, but not limited to, through photographs, video, blogging, texting, "Tweeting", "tagging", or posting any such "Protected Information" on any social media site, service, or platform, including but not limited to Facebook, Instagram, X (formerly known as Twitter) LinkedIn. All "Protected Information" shall remain the other party's sole and exclusive property.

v. INCOME TAXES: Parties agree that there are no outstanding federal, state, or local tax filings required. Neither party is aware of any outstanding tax liability owed to any

federal, state, or local authority. Beginning with tax year 2025 and continuing each year thereafter, the parties shall file separate tax returns and be solely responsible for any deficit or entitled to any refund from the individual federal, state and local income taxes.

VI. GOVERNING LAW: The parties hereby agree that the law of Ohio shall govern construction and interpretation of the terms and provisions of this Final Judgment and Decree of Divorce.

VII. IMPLEMENTATION OF AGREEMENT: Upon the failure of either party to execute and deliver any such deed, conveyance, automobile title, certificate of other document required for transfer, this Decree shall constitute and operate as such properly executed document, and the county auditor, county recorder, and/or title agency and all public and private officials are hereby authorized and directed to accept this Decree or a properly certified copy thereof in lieu of the document regularly required for such conveyance or transfer.

If either party defaults in the performance of any provision set forth in this Decree of Divorce and it becomes necessary for the other to institute legal proceedings to effectuate the performance of the provisions of this Decree of Divorce, then in that event, the defaulting party, subject to an Order of this Court, shall pay reasonable attorney fees to the other with respect to the other's involvement in the enforcement proceeding.

VIII. COMPLETE SETTLEMENT: This Decree shall be a full and complete settlement of all spousal support and property rights between the parties, each of whom does by the provisions hereof release, satisfy and discharge all claims and demands against the other, including rights of dower, inheritance, dissent and distribution, allowance for a year of support exemption from administration, all rights of surviving spouse, heir, legatee and

next of kin in the estate of the other, and in all property which each now owns or may hereafter acquire, except as herein provided. Each party represents and warrants to the other that he or she has not incurred any debts, obligations or liabilities, other than those described in this Decree, in which the other parties is or may be liable.

Each party covenants and agrees that if any claim, action or proceeding is hereafter initiated seeking to hold the other party liable for any debt, obligation, liability, act or omission of such party, such party will, at his or her sole expense, defend the other party against any claim or demand, whether or not well founded, and that he or she will indemnify and hold harmless the other party in respect of all damages resulting therefrom.


IX FUTURE INCOME AND PROPERTY AND WAIVER OF CERTAIN RIGHTS: Each party waives any rights or claims which he or she might have relating to the income or property received by the other after the execution of this Final Judgment and Decree of Divorce, except as otherwise provided for herein. Each party hereto may freely sell or dispose of his or her own property by deed, gift or last will and testament, and each party by these presents is hereby barred from any and all claims or rights of alimony, dower, inheritance, descent and distribution, allowance for a year of support, right to remain in the mansion house, and any and all claims as widower, widow, heir, distribute, survivor, next of kin and any and all other rights and claims whatsoever in and to the estate of the other, whether real or personal, and whether now owned or acquired by virtue of the marriage in relation to the parties.

x. **ENFORCEMENT OF EXPENSES:** If either party defaults in the performance of any of the terms, provisions or obligations herein set forth and it becomes necessary to institute legal proceedings to effectuate the performance of any provisions of this Decree, then the party found to be in default shall pay all expenses, including reasonable attorney fees, incurred in connection with such enforcement.


XI. UNDERSTANDING OF THE PARTIES: The parties agree that each has made a full and complete disclosure to the other of their assets and liabilities and all the terms of this Decree represent and constitute the entire understanding between them and each has read this Decree and finds the same to be in accordance with his or her understanding. The parties further agree that each believes this Decree to be fair, just and reasonable and that they have hereby voluntarily executed this Final Judgment and Decree of Divorce and affixed their signature hereto in the presence of the witnesses indicated below.

MI. SEVERABILITY AND ENFORCEMENT: If any of the provisions of this Final Judgment and Decree of Divorce are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.


IT IS FURTHER ORDERED that the costs of the foregoing Order shall be paid equally by the parties, as of the date of filing to the Clerk of Court, Montgomery County Common Pleas Court, 41 N. Perry Street, Dayton, Ohio 45402.



Joanna Sullivan
Plaintiff



Brendan Sullivan
Defendant



Tyrone P. Boger (0083274)
40 Remick Blvd
Springboro, Ohio 45066



Matthew J. Barbato (0076058)
McNamee Law Group, LLC
3625 Commons Blvd.

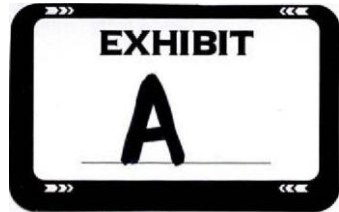
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Phone: (937) 427 1367 Ext. 116
mbarbato@mcnameelaw.com
Counsel for Defendant

NOTICE OF FINAL APPEALABLE ORDER

Copies of the foregoing which may be a final appealable order shall be served upon the parties by the Clerk in a manner prescribed by Civ.R. 5(B) within three (3) days of entering this judgment upon the journal. The Clerk shall then note the service in the appearance docket pursuant to Civ.R. 58(B). Service shall then be deemed complete.

MIKE FOLEY, Clerk of Courts By: RACHEL DOYLE Date: _____



Situate in the City of Centerville, County of Montgomery,
State of Ohio:

Being Lot No. Eighty Three (83) Black Oak Estates, Section
Four, as recorded in Plat Book "78", page 59 of the plat
records of said county.

Parcel No. 92-0034 E09

Prior Deed Reference: File #2016-00018107



Situate in the State of Oklahoma, County of Blaine, an undivided one-third (1/3) interest, held in tendency on common of (43.06 Acres) P/O SW 7-19-10 43.06A. (UND. 1/3 INT IN 129.19A.) 304-1 QCD LESS TRTS FROM 152,08A TRS FROM LS 3-4 & E/2 SW #1 .93A. see parcel ID Number 000007-019-010-0-009-00 #2.97A, 0000-08-019-010-0-004-01 #3

3.03A. COMBINED WITH 2A, 0000-07-019-010-0-008-00 #4 1.45A. 0000-07-019-010-0-005-01 #5 11.8A. 0000-07-019010-0-006-01#6.71A, 0000-07-019-010-01-007-01 P/O SW 7-1910 43.06 AC (UND 1/3 IN 129/19 AC) LESS 7 TRTS FROM 152.08A #1.93A, 0000-07-019-010-0-009-00 2.97S, and 0000019-010-0-004-01 #3 3.03A, for Legal Descriptions. This includes an undivided one-third (1/3) interest to ANY OIL, GAS OR OTHER MINERAL RIGHTS.

Parcel ID NO: 0000-07-019-010-0-003-02

Situate in the State of Oklahoma, County of Blaine, an undivided 100% interest, of (31.55 Acres) P/O 18-19-10 31.55AC, 314-196 WD 1-9-77 BEG 720'N OF SE/C E/2 SW, W986.62', N780', W222.38' TO RR R/W, N ALONG RR WW LINE 1140' TO HALF SC LINE, THE E ON SEC LINE 1149' TO CNTR OF SEC 18, S1920' TO BEG, LESS 3 TRACTS FROM 49.33A 3A. see Parcel ID Nos —-0 -008-01 5.01 A, —-0-009-01 #3 9.77A, —-0-010-01 LESS A TRACT BEG @ A PT 720'N & 658'W OF SE/C SW, N780' W280 S780' E280' TO POB, CONT 5AC MIL, For Legal Descriptions. This includes 100% interest to ANY OIL, GAS OR OTHER MINERAL RIGHTS.

Parcel ID NO: -010-0-007-01

Situate in the State of Oklahoma, County of Blaine, an undivided one-third (1/3) interest, held in tendency on common of (43.5 Acres) P/O SE 18-19-10 43.50 AC (UND 1/3 IN 130.15AC). See Parcel # -010-0-0110-01 for Legal Descriptions. This includes an undivided one-third (1/3) interest to ANY OIL, GAS OR OTHER MINERAL RIGHTS.

Parcel ID NO: -010-0-011-02

Situate in the State of Oklahoma, County of Blaine, an undivided one-third (1/3) interest, held in tendency on common of any mineral, oil and gas rights of the following: Northwest Quarter (NW/4) of Section Twenty-five (25), Township Nineteen (19) North, Range Eleven (11) West of the Indian Meridian, Blaine County, Oklahoma

Situate in the State of Oklahoma, County of Blaine, an undivided one third (1/3) interest, held in tendency on common of any mineral, oil and gas rights of the following: Southwest Quarter (SW ¹/4) of Section Twenty-four (24), Township Nineteen (19) North, Range Eleven (11) West of the Indian Meridian, Blaine County, Oklahoma

Situate in the State of Oklahoma, County of Blaine, an undivided one-third (1/3) interest, held in tendency on common of any mineral, oil and gas rights of the following:

Southwest Quarter (SW $\frac{1}{4}$) of Section Fourteen (14),
Township Seventeen
(17) North, Range Eleven (11) West of the Indian Meridian,
Blaine County, Oldahoma