

COMMONWEALTH OF KENTUCKY
BULLITT CIRCUIT COURT FAMILY DIVISION
CASE NO.16-CI-00499

PATRICIA K. SAYLES

PETITIONER

v.

DECREE OF DISSOLUTION OF MARRIAGE

CARLOS L. SAYLES

RESPONDENT

The Petitioner, Patricia K. Sayles, by counsel, having moved the Court to convert the Decree of Legal Separation to a Decree of Dissolution of Marriage, and the Court being sufficiently advised, the following Findings of Fact and Conclusions of Law are entered:

FINDINGS OF FACTS AND CONCLUSIONS OF LAW

1. The Court finds that a period in excess of 365 days has elapsed since the Decree of Legal Separation was entered on July 27, 2016.
2. The Court has already examined the parties' Marital Settlement Agreement and found it not unconscionable.
3. The parties entered into an Agreed Order modifying the terms of the Marital Settlement Agreement regarding the Petitioner's military retirement; the Court entered that Order on October 17, 2017.
4. The Petitioner has moved pursuant to KRS 403.230(1) to convert the Decree of Legal Separation to a Decree of Dissolution of Marriage.

IT IS HEREBY ORDERED AND DECREED:

1. The foregoing Findings of Fact and Conclusions of Law are hereby confirmed and incorporated by reference.

249-55-8594

AS CLERK OF THE BULLITT CIRCUIT/DISTRICT COURT, I DO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL ENTERED OF RECORD IN MY OFFICE. IN TESTIMONY WHEREOF WITNESS MY HAND THIS 21st DAY OF September, 2017. PAULITA KEITH, CLERK BY: Breenwell D.C.

DED : 000003 of 000004

2. The Decree of Legal Separation is hereby adopted and incorporated by reference, which in turn, adopted the terms of the parties' Marital Settlement Agreement, as is the parties' Agreed Order entered by this Court on October 11, 2017, the same as if copied herein in full.

3. The Decree of Legal Separation entered by this Court on the 27th day of July, 2016, shall be and hereby is converted to a Decree of Dissolution of Marriage.

4. This is a final order and there is no just cause for delay.

ENTERED
NOV 06 2017
BULLITT CIRCUIT/DISTRICT CLERK
BY: [Signature] D.C.

Elise Duhan Spainlow
JUDGE, BULLITT FAMILY COURT
DATE: 11/6/2017

TENDERED BY:

Tacasha Thomas
TACASHA E. THOMAS
TILFORD DOBBINS SCHMIDT PLLC
1400 One Riverfront Plaza
401 West Main Street
Louisville, Kentucky 40202
(502) 584-1000
Counsel for Petitioner

f:\office\feb\say\cs,patricia\decreel.doc

DED : 000004 of 000004

249-55-8594

COMMONWEALTH OF KENTUCKY
BULLITT CIRCUIT COURT FAMILY DIVISION
CASE NO.16-CI-00499

PATRICIA K. SAYLES

PETITIONER

v.

NOTICE-MOTION-ORDER

CARLOS L. SAYLES

RESPONDENT

TO: Carlos L. Sayles
7 Wheatland Drive
Mechanicsburg, PA 17050
Respondent

NOTICE

Please take notice that the Petitioner, Patricia K. Sayles, by counsel, will tender the following motion on Monday, November 6, 2017 at 11:00 a.m. in the above referenced Court.

CERTIFICATE OF SERVICE

It is hereby certified that a copy of the foregoing was served upon Carlos L. Sayles, Respondent, 7 Wheatland Drive, Mechanicsburg, PA 17050, by U.S. Mail, postage pre-paid, on this 1st day of November, 2017.


TACASHA E. THOMAS

**VERIFIED MOTION TO CONVERT DECREE OF LEGAL SEPARATION
TO DECREE OF DISSOLUTION OF MARRAIGE**

Comes the Petitioner, Patricia K. Sayles, by counsel, and moves this Court to convert the parties' Decree of Legal Separation to a Decree of Dissolution of Marriage pursuant to KRS 403.230. More than one year has passed since the Decree of Legal Separation was entered by this Court on July 27, 2016. Therefore, Petitioner moves this Court to enter the attached Decree of Dissolution of Marriage.

249-55-8594

VERIFICATION

Comes PATRICIA K. SAYLES, after first being duly sworn, states that she is the Petitioner herein, that she has read the foregoing Verified Motion to Convert Decree of Legal Separation to Decree of Dissolution of Marriage and that the statements contained herein are true.



PATRICIA K. SAYLES

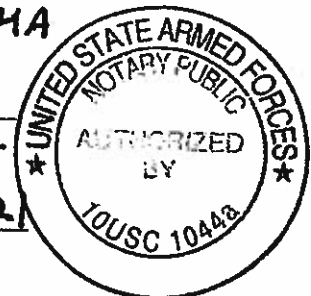
STATE OF Georgia
COUNTY OF Richmond

Subscribed and sworn to before me by PATRICIA K. SAYLES, this 27 day of October, 2017.
Cameron J. Cain
10 USC, 1044A



NOTARY PUBLIC, STATE AT LARGE - CA

My Commission expires: 14 MAY 2021



Respectfully submitted,



TACASHA E. THOMAS
Tilford Dobbins Schmidt PLLC
1400 One Riverfront Plaza
401 West Main Street
Louisville, Kentucky 40202
(502)-584-1000
Counsel for Petitioner

COMMONWEALTH OF KENTUCKY
BULLITT CIRCUIT COURT FAMILY DIVISION
CASE NO.16-CI-00499

PATRICIA K. SAYLES

v.

MARITAL SEPARATION AGREEMENT

CARLOS L. SAYLES

FILED ATTESTED
2016 JUL 5 PM 11 33
BULLITT CIRCUIT COURT
BY _____
SHERIFF KY 40165

**** **

IN RE: The marriage of PATRICIA K. SAYLES and CARLOS L. SAYLES, and custody of the parties' minor children, ARIANNA PATRICE SAYLES, age 17, year of birth, 1998 and KRICENA J. SAYLES, age 13, year of birth, 2003.

**** **

THIS MARITAL SEPARATION AGREEMENT is made and entered into this 27 day of June, 2016, by and between Petitioner PATRICIA K. SAYLES (hereinafter referred to as "Patricia"), and Respondent CARLOS L. SAYLES (hereinafter referred to as "Carlos").

WITNESSETH:

WHEREAS, Patricia and Carlos are now husband and wife, and

WHEREAS, irreconcilable differences have arisen between the parties and Patricia having commenced a suit for legal separation and Carlos entering his entry of appearance, and

WHEREAS, it is the desire of Patricia and Carlos to make a complete and final settlement of all of their property rights now owned by them and any property which may hereafter be acquired by them, and all other claims each may have against the other by reason of the marriage relationship.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

249-55-8594

1. MAINTENANCE. Effective June 15, 2017, Patricia shall pay Carlos \$2,000.00 per month as maintenance, until Patricia's retirement or separation from the US Army, or February 1, 2024, whichever occurs first. Carlos shall make a good faith effort to obtain employment upon the parties' relocation to Pennsylvania, though, and at such time as he becomes employed, Patricia's maintenance obligation to him shall be reduced to \$1,000 per month, subject to the time frames established above.

However, in the event Patricia receives and accepts a GS-12/13/14/15 or equivalent federal contract job after she retires from the US Army, Patricia shall pay Carlos \$500.00 per month as maintenance until she retires or separates from that job or reaches the age of sixty-two (62), whichever occurs first.

All maintenance payments made pursuant to this section shall be taxable to Carlos and deductible to Patricia. Patricia's maintenance obligation shall terminate upon Carlos' remarriage, either party's death, or the conclusion of the time periods set out above, whichever occurs first. The maintenance obligation also shall be modifiable for any other reason pursuant to the provisions of KRS 403.250.

The maintenance payments shall be paid bi-monthly with payments to be made on the first and fifteenth day of each month.

2. CUSTODY AND PARENTING TIME.

A. Custody. The parties shall have joint legal custody of their children, ARIANNA PATRICE SAYLES, age 17 ("Arianna") and KRICENA J. SAYLES, age 13 ("Kricena"), collectively "the children."

B. Parenting Time. The parties agree that the children shall reside primarily with Patricia. Carlos shall have parenting time with the children at times mutually

convenient to him and Patricia and subject to Patricia's schedule and the children's schedules.

C. Agreement to Consult with One Another. Carlos and Patricia shall consult one another on educational programs, religious upbringing, significant changes in social environment, and health care of their children. The parties shall use their best efforts to work cooperatively in making plans consistent with the best interests of their children and amicably resolve disputes as they arise.

D. Holidays. The parties shall share the holidays by agreement. In the event that the parties desire a more specific, written schedule, they will negotiate and attempt to mediate same before bringing the issue before the Court.

E. Holidays Take Precedence. Any holiday parenting schedule shall take precedence over the regular parenting schedule.

F. Exchange of Information. The parties each have an affirmative obligation to promptly provide one another with all information and documentation received regarding the children, including but not limited to medical and school information and records, information concerning religious matters and extra-curricular activities.

3. CHILD SUPPORT.

A. Child Support. Neither party shall pay child support to the other.

B. Health Insurance. Patricia shall keep and maintain health, dental, accident, hospitalization and major medical insurance on the children for so long as it is available on terms comparable to the present terms and until and unless the parties agree or the Court orders otherwise in conjunction with a modification of support motion.

C. Uninsured Expenses. In the event that medical, dental, orthodontic, optical, therapy, pharmaceutical, or other extraordinary medical or healthcare

expenses not covered by insurance are incurred by or for the benefit of the children, the cost of such uninsured expenses shall be borne equally by the parties from the first dollar. Proof of these uninsured medical and related expenses shall be exchanged within thirty (30) days, and the parties then shall reconcile same within thirty (30) days thereafter.

D. Taxes; Tax Exemptions; Exchange of Tax Returns. The parties agree that Patricia will claim the children for tax purposes as long as they can be claimed and as long as this Agreement stays in effect. Carlos shall promptly furnish to Patricia any form required by the Internal Revenue Service for the purpose of allowing her to claim the dependency exemptions.

4. REAL PROPERTY AND IMPROVEMENTS.

A. 2112 Stoker Pl., Hephzibah, GA: Carlos shall convey to Patricia all of his right, title, and interest in and to the parcel of land and improvements thereon located at 2112 Stoker Pl., Hephzibah, GA 30815. The parties agree to equally share responsibility for paying off the mortgage with Wells Fargo (approximate balance of \$3,600.00). At Patricia's request, Carlos shall, after entry of a Decree of Legal Separation, execute and deliver to Patricia a notarized Quitclaim Deed relinquishing any such interest in real property. After Carlos has executed and delivered such Quitclaim Deed to Patricia, she shall assume and be responsible for any and all encumbrances or liens against said property.

5. PERSONAL PROPERTY.

A. Vehicles.

1. 2011 E350 Mercedes Benz. Patricia shall retain the 2011 E350 Mercedes Benz, free from any claim by Carlos, and shall indemnify and hold him harmless with respect to any loans or other obligations associated with it.

249-55-8594

2. 2010 Ford Focus. The parties purchased this car for their daughter, Arianna, and it is in both parties' names. Patricia agrees to assume responsibility for the loan associated with it.

3. 2013 Cadillac SRX. Carlos shall retain the 2013 Cadillac SRX. It is in Patricia's name and she agrees to be responsible for the loan associated with it. She shall transfer the title to Carlos' name after the loan has been paid off.

B. Retirement Accounts.

1. Thrift Savings Plans. The parties shall retain their respective Thrift Savings Plans free from any claim of the other.

2. Patricia's Military Retirement. Patricia has military service of approximately twenty-two (22) years; therefore, she is entitled to military retirement benefits. Patricia and Carlos have been married for a period of more than ten years during which time Patricia performed more than ten years of creditable military service.

Patricia's military retirement shall be divided in a manner which grants to Carlos a thirty percent (30%) interest in the marital portion of Patricia's disposable military retired pay as of her benefit commencement date. The marital portion shall be determined by multiplying Patricia's disposable military retired pay by a fraction, the numerator of which is the number of months of Patricia's creditable service in the military earned during the marriage, which shall be defined as two-hundred sixty-four (264) months, and the denominator of which is the total number of months of Patricia's creditable military service as of her date of retirement. Carlos shall not be treated as Patricia's irrevocable beneficiary under the Survivor Benefit Plan.

The military pension shall be divided by a Military Qualifying Court Order which shall be prepared in accordance with the terms stated above and submitted to DFAS for processing.

All expenses associated with the Military Qualifying Court Order will be divided equally by the parties

3. Carlos' FERS Retirement. Carlos shall retain his FERS pension free from any claim of Patricia.

C. Bank Accounts. All joint accounts shall be closed and divided equally effective immediately.

D. Tangible Personal Effects. The parties agree that each shall be restored his or her respective non-marital property and respective clothing, jewelry, and personal affects. Further, all other items of personal property, including furniture, household goods, and equipment shall be divided in a manner satisfactory to both parties.

E. Life Insurance. The parties own no whole life insurance or other life insurance which has any cash value and both parties hereby so warrant to one another.

F. Other Assets. Any other marital property not disclosed or addressed in this Agreement shall be reserved for future allocation by agreement of the parties or order of Court.

6. TAX RETURNS. The parties hereby agree to file joint federal and state tax returns for the calendar year 2016. The parties will equally divide any refund for that tax year, or if there are taxes due and owing, they will divide such tax liability equally. The parties shall file separate federal and state tax returns for the calendar year 2017 and all future years. Each party shall be separately responsible for any and all taxes due and owing on their separate returns. If a refund is forthcoming, the filing party shall be exclusively entitled to same.

249-55-8594

7. DEBTS.

A. Patricia shall be responsible for any and all encumbrances or liens against the real property addressed in Section 4A, *supra*, and any and all encumbrances or liens against the personal property addressed in Section 5A, *supra*.

B. The parties shall be equally responsible for the Wells Fargo debt (approximate balance \$1,246.00) and the Synchrony Financial debt (approximate balance \$316.97).

C. Each party is separately and exclusively responsible for any and all debts incurred by him or her in his or her respective name and shall hold the other harmless with respect to same. Further, neither party shall incur any debts nor obligations upon the credit of the other, and each shall indemnify and hold the other harmless from any debt or obligation incurred by each subsequent to the date of this Agreement.

8. ATTORNEY'S FEES AND COSTS. Patricia shall be responsible for her attorney's fees and court costs. Carlos has elected to proceed without an attorney.

9. MISCELLANEOUS.

A. Full Disclosure. Patricia and Carlos hereby represent and warrant to one another that there has been a full disclosure of assets and debts, including any accrued or outstanding tax liabilities which either party is aware of or should be aware of, and that the property referred to in this agreement and which they have otherwise disclosed to one another represents all the property of any sort whatsoever and wheresoever located, real, personal or mixed, which either of them has an interest in or right to, whether legal or equitable.

B. Release. Each party accepts the provisions hereinabove mentioned as consideration for and in full settlement and satisfaction of any and all claims and rights against

the other party for support and maintenance, and in full settlement and satisfaction of any and all other claims and rights whatsoever, including dower and curtesy, any rights or benefits under the community property laws of any state, any statutory share or dower or curtesy interest in property, pension or other retirement benefits (excluding social security benefits which are fixed for formerly married persons by law) and all rights under the laws of testacy and intestacy, which either ever had, now has or might hereafter have against the other, or the estate of the other by reason of their relationship as husband and wife, or otherwise.

C. Documents. Each party shall, as may be necessary, execute, acknowledge and deliver to the other party any and all further instruments or agreements that may be reasonably required to give full force and effect to the provisions of this agreement. If either party should, for a period of thirty days or more refuse and/or fail to execute and/or deliver any such instrument to the other party, then the Judge of the Bullitt County Circuit/Family Court is hereby authorized to order the execution of such instrument by the defaulting party and shall award attorney fees expended by the nondefaulting party in obtaining said order.

D. Integration: Modification of Agreement. This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and no modification or waiver of the provisions of this agreement shall be effective unless made in writing and executed with the same formality as this agreement.

E. Filing of Agreement. This Agreement may be filed by either party in the action now pending between them. If a decree of legal separation is entered herein, this agreement shall be incorporated therein by reference.

F. Good Faith. The parties acknowledge an obligation to deal with one another in good faith in the performance or enforcement of this Agreement.

G. Applicable Law. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Kentucky.

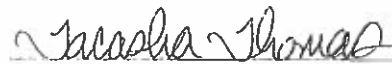
H. Appraisals, Valuations, Advice of Counsel. Patricia acknowledges that she has been fully advised by her attorney of her right to valuations and appraisals of pensions, retirement benefits, real property and improvements, and business and personal property. She also has been advised of her right to independent tax advice. To the extent she has not done so, it is of her own choice and she hereby waives such right. Patricia further acknowledge that her attorney has not provided her with tax advice in relation to this Agreement.

I. Right to Counsel. Carlos understands his right to have an attorney represent him in this matter but has chosen to enter into this Agreement without benefit of counsel. He acknowledges that he has received no legal advice or counsel from Patricia's attorney.

IN TESTIMONY WHEREOF, witness the signatures of the Petitioner, Patricia K.

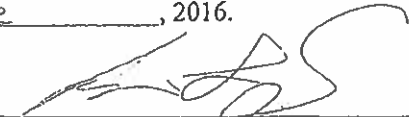
Sayles, and her attorney, this 27 day of June, 2016


PATRICIA K. SAYLES


TACASHA E. THOMAS
Filford Dobbins Schmidt PLLC
1400 One Riverfront Plaza
401 West Main Street
Louisville, Kentucky 40202
(502) 584-1000
Counsel for Petitioner

249-55-8594

IN TESTIMONY WHEREOF, witness the signature of the Respondent, CARLOS L. SAYLES, this 27 day of June, 2016.



CARLOS L. SAYLES

COMMONWEALTH OF KENTUCKY
COUNTY OF Hardin

Subscribed and sworn to before me by CARLOS L. SAYLES this 27 day of June, 2016.

My Commission Expires: 12/21/2016

MATTHEW W. KOESTER
Notary Public-State at Large
KENTUCKY - Notary ID # 480312
My Commission Expires December 21, 2016



NOTARY PUBLIC, STATE AT LARGE, KY

F:\OFFICE\TTB\Sayles, Patricia\separation\agreement 1.doc

249-55-8594

249-55-8594

Marriage Certificate

Clark County, Nevada No. C 533573

This is to Certify that the undersigned did on the 29th day of May 1994

at Candlelight Wedding Chapel - Las Vegas Nevada, now in lawful wedlock

CARLOS LAMONT SAYLES of COLUMBIA, SOUTH CAROLINA State

and PATRICIA ANN KUCEN of AUGUSTA, GEORGIA State

with their mutual consent, in the presence of Ty SOULE M. SAYLES

Type or Print Official's Name & Title

REV. JOHN P. LEVENDIS Type or Print Name of Officiant
Church of Truth Signature of Officiant

Type or Print Address of Officiant 3327 Royce Ct. - Las Vegas, NV 89121

Type or Print City State Zip

ORIGINAL TO BE GIVEN TO THE PARTIES MARRIED

249-55-8594

249-55-8594



DEPARTMENT OF THE ARMY
HEADQUARTERS UNITED STATES ARMY CYBER CENTER OF EXCELLENCE
AND FORT GORDON
506 CHAMBERLAIN AVENUE
FORT GORDON, GEORGIA 30905-5735

ATZH-PE

9 November 2017

MEMORANDUM FOR RECORD

SUBJECT: Statement of Service – Colonel Sayles, Patricia K.

1. This memorandum certifies that Colonel Sayles, Patricia has been on continuous active duty service in the United States Army since 30 January 1994. The following information is provided per the service member's request:

- a. Current duty station: Fort Gordon, Georgia
- b. Report date: 14 July 2017
- c. Tour expiration date: 14 July 2019
- d. End of active duty service obligation: 1 February 2024
- e. Current paygrade: Colonel (O6)

2. The point of contact is the undersigned at (706) 791-4699.

Ashley L. Watson
ASHLEY L. WATSON
MAJ, AG
Assistant Chief of Staff, G1