

54046 A

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

JACK G. BURNS

Plaintiff,

-VS-

WEI WEI BURNS

Defendant-

FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.

MAR 28 2001

PATRICIA PRESLEY, COURT CLERK

Deputy

Case No. FD-2000-5203

AMENDED
ANSWER AND CROSS PETITION

Comes now WEI WEI BURNS, Plaintiff, and for her ANSWER she states as follows:

1. That Defendant denies each and every allegation of Plaintiffs petition not admitted herein.
- CROSS PETITION
2. Plaintiff lives in Oklahoma County, state of Oklahoma, that the Defendant lives in the State of Oklahoma. That the parties have no children of the marriage.
 3. That the Defendant is entitled to a divorce from the Plaintiff on the grounds of extreme cruelty, both physical and emotional.
 4. That the Plaintiff sought out the Defendant, a citizen of China and proposed marriage to her. He brought her to this Country, and as a result, she has lost all means of supporting herself and has no place to go. She has lost her job as a Medical Doctor in China and can not recover her job if she returns to China. She has lost her apartment in China and can not recover an apartment if she returns to China. Defendant lost by leaving China her medical care and retirement in China and can not recover the same by returning.
 5. That the Plaintiff promised Defendant as an inducement to marry him that he would provide the Defendant a home, support, and medical care and a vehicle.
 6. That upon that promise, Defendant agreed to marry Plaintiff.
 7. That the Defendant has sought employment in this Country but that due to her inability to speak English, she was unable to obtain employment.
 8. That the Plaintiff would not assist her in learning English.

9. That there will be costs associated with Defendant learning to speak English in a manner sufficient to earn an adequate living.
10. That the Defendant is entitled to support: either in the form of a residence and temporary support alimony or support alimony in an amount sufficient to allow Defendant to obtain a residence.
11. That the Plaintiff, in an immigration form, has stated that his income is \$5,700.00 per month which promise should be given effect by this Court.
12. That the Plaintiff, as part of the immigration process, entered into an enforceable written agreement pursuant to Federal statute, 8 USCA §1183A, which specifically states that the Defendant has standing to sue to enforce the Plaintiff's promise to maintain the Defendant at a support level equivalent to 125% of the Federal Poverty level for so long as:
 - a. She does not become a U.S. Citizen
 - b. Has not worked 40 quarters
 - c. Has not left the United States permanently
 - d. The Plaintiff is alive.
 - e. She is alive.
13. The current federal poverty level is 5870.00 per month.
14. The Defendant is not eligible for certain means tested assistance under federal law.
15. That the Plaintiff should be ordered to maintain all insurance policies, medical, health: auto and life, now in place and maintain the beneficiaries as they now exist.
16. That the Defendant is in need of documents in the possession of the Plaintiff which should be turned over to Defendant or replaced at the cost of the Plaintiff.
17. That the Plaintiff should be ordered to assume and pay all marital debt including all debt on the vehicle awarded to Defendant.
18. That the parties acquired certain personal property which should be set aside and divided equitably between the parties.
19. That the Defendant has relied to her detriment on the premarital and post marital promises of the Plaintiff to support her, provide her a home, provide her medical insurance and that the many and various promises of the Plaintiff should be fulfilled.

20. That the Defendant was promised by Plaintiff that she could travel to China to visit family every so often, that the Plaintiff should be ordered to provide certain sums towards the costs of transportation to and from China for the Defendant every year.

WHEREFORE, PLAINTIFF prays that this Court grant a Divorce, granting her possession of the marital-home, support alimony, possession of the vehicle she drives, delivery of photos and immigration documents or documents needed by the Defendant for immigration, reimbursement of the costs of tuition for English Classes, .

Legal Aid of Western Oklahoma, Inc.
Thomas Neil Lynn III OBA #5583
2901 Classen Blvd, Suite 112
Oklahoma City, Oklahoma 73 106
Telephone (405) 52 1-1 3 02
Attorney for Plaintiff

CERTIFICATE OF MAILING

I, THOMAS NEIL LYNN III, attorney, do certify that on the above day and date of tiling, I placed a true and correct copy of the above and foregoing in the United States Mail, Post Paid, to:

Tom Wakely
Attorney at Law
1436 S.W. 44th
Oklahoma City, OK 73 119

Thomas Neil Lynn III

VERIFICATION

I, WEI WEI BURNS, being of legal age and first duly sworn, do state that I have had read to me, a translation of the forgoing, that I am familiar with the contents thereof, and it is true and correct to the best of my knowledge and belief.

Wei Wei Burns

Signed and sworn before me this _____ day of _____, 2001.

NOTARY PUBLIC

My Commission Expires:
