

FAMILY LAW ACT 1975

IN THE FEDERAL CIRCUIT AND FAMILY COURT OF AUSTRALIA (DIVISION 2)
AT NEWCASTLE

No. NCC3896 of 2023

IN THE MARRIAGE OF

STEPHEN CHRISTOPHER COOKE
(Applicant)

and

HEATHER ANNE COOKE
(Respondent)

BEFORE A REGISTRAR

THE DAY OF 2024

UPON APPLICATION TO THE COURT IT IS ORDERED:

BY CONSENT and pursuant to Part 10.4 of the Family Law Rules, orders, declarations and notations are made in terms of the Consent Orders attached.

BY THE COURT

REGISTRAR

FAMILY LAW ACT 1975

IN THE FEDERAL CIRCUIT AND FAMILY COURT OF AUSTRALIA (DIVISION 2)
AT NEWCASTLE

IN THE MARRIAGE OF

STEPHEN CHRISTOPHER COOKE
(Applicant)

and

HEATHER ANNE COOKE
(Respondent)

MINUTE OF ORDER

BY CONSENT ON A FINAL BASIS

1/213 Morgan Street, Merewether

1. That within seven (7) days of the date of these Orders, the parties shall do all acts and things and sign all documents necessary to direct Ramsden Family Law to distribute the balance of the net proceeds of sale held in their Trust Account on behalf of the parties as follows:
 - (a) To the Applicant, the sum of \$250,306.00, and
 - (b) To the Respondent, the balance.

2015 Honda CRV

2. That within seven (7) days of the date of these Orders, the parties shall do all acts and things and sign all documents necessary to transfer the 2015 Honda CRV registration #DAI47C ("*the Honda*") to the name of the Applicant.
3. That from the date of these Orders, the Applicant shall be solely responsible for all costs relating to the Honda, including but not limited to the registration, insurances, maintenance, repairs, petrol, tolls, fines, running costs and other costs, and shall make such payments as and when they fall due and shall indemnify and keep indemnified the Respondent in relation to such costs.



Signed by the Applicant
Date: 03/09/2024



Signed by the Respondent
Date: 02 / 09 / 2024

Declarations

4. That the Applicant shall retain to the exclusion of the Respondent:
 - (a) His interest in the Praemium Prae investments portfolio account ending #8788,
 - (b) All IT equipment in his possession,
 - (c) Any interest in cryptocurrency,
 - (d) All furniture and furnishings in his possession,
 - (e) All bank accounts in his name including Westpac account ending #3193, and
 - (f) All superannuation entitlements held in his name including member entitlements with Future Super.

5. That the Respondent shall retain to the exclusion of the Applicant:
 - (a) Her interest in 703/1 Como Crescent, Southport QLD ("*the Como Crescent Property*") and the associated Westpac offset account ending #2136,
 - (b) The 2020 Audi Q3 Wagon registration #EIN83R ("*the Audi*"),
 - (c) Her sole trader business Heather Anne Cooke ABN 79 687 721 943,
 - (d) Any interest in and control of Heather Anne Cooke Discretionary Trust,
 - (e) Her Telstra shares,
 - (f) All furniture and furnishings in her possession,
 - (g) All bank accounts in her name including Westpac business accounts ending #6525 and #6533, and
 - (h) All superannuation entitlements held in her name including member entitlements with Q Super.

6. That subject to the specific terms of these Orders, the Applicant is entitled to retain for his sole use and benefit absolutely free from any claim or demand from the Respondent:
 - (a) All items of personal property, furniture, household goods and effects that belong to him or are presently in his possession,
 - (b) All monies, savings, shares and investments including any life assurance or superannuation benefits in his name or due or accruing to him and to which he may become entitled to,
 - (c) All benefits, rights or entitlements due or accruing or to which may vest in his absolutely under any trust or deceased estate, and



Signed by the Applicant
Date: 03/09/2024



Signed by the Respondent
Date: 02 / 09 / 2024

- (d) All entitlements or benefits due or accruing to him by reason of or arising out of his employment including long service leave and benefits or to be paid in respect of resignation, retrenchment, dismissal or separation from his employment.
7. That subject to the specific terms of these Orders, the Respondent is entitled to retain for her sole use and benefit absolutely free from any claim or demand from the Applicant:
- (a) All items of personal property, furniture, household goods and effects that belong to her or are presently in her possession,
 - (b) All monies, savings, shares and investments including any life assurance or superannuation benefits in her name or due or accruing to her and to which she may become entitled to,
 - (c) All benefits, rights or entitlements due or accruing or to which may vest in her absolutely under any trust or deceased estate, and
 - (d) All entitlements or benefits due or accruing to him by reason of or arising out of her employment including long service leave and benefits or to be paid in respect of resignation, retrenchment, dismissal or separation from her employment.

Liabilities

8. That subject to the terms of these Orders, the Applicant will indemnify and keep the Respondent indemnified from all liability in relation to any liability he has in his sole name.
9. That subject to the terms of these Orders, the Respondent will indemnify and keep the Applicant indemnified from all liability in relation to any liability she has in her sole name, including:
- (a) Westpac home loan ending #2919 secured by registered Mortgage against the title of the Como Crescent Property,
 - (b) Westpac car loan ending #6300 over the Audi,
 - (c) Westpac credit card ending #2809,
 - (d) Repayment of overpayment of wages to NSW Health, and
 - (e) Any BAS debts in relation to her sole trader business Heather Anne Cooke ABN 79 687 721 943.
10. That subject to the terms of these Orders, each party shall be liable for any loan secured over any item of property to which they are entitled under these Orders and will indemnify the and keep the other party indemnified from all liability in respect of such loan.



Signed by the Applicant
Date: 03/09/2024



Signed by the Respondent
Date: 02 / 09 / 2024

Execution of instruments

11. That in the event that either party refuses or neglects to execute any deed or instrument required to be executed by these Orders within seven (7) days of a written request to do so, the Registrar of the Newcastle Registry of the Federal Circuit and Family Court of Australia is hereby appointed pursuant to Section 106A of the *Family Law Act* to execute such deed or instrument on behalf of such refusing or neglecting party and to do all acts necessary to give validity to the operation to the deed or instrument upon the Registrar being provided with verification of such refusal or neglect by way of affidavit.

Costs

12. That each party is to pay their own costs of and incidental to the proceedings.

NOTATIONS

- A. The parties agree that these Orders are intended to finally determine the financial relationships between the parties in accordance with section 81 of the *Family Law Act* 1975.
- B. Each of the parties acknowledge his or her right to make application or claim under or pursuant to the provisions of the *Succession Act* 2006 (NSW) ("**the Succession Act**") and any Act in the State of New South Wales or elsewhere replacing or amending the same or make like or similar provisions or giving like or similar right to those under the Succession Act.
- C. Each of the parties will, if called upon to do all acts and things and sign all documents necessary to support the application of the other (whether made in the lifetime or after the death of either or both of the parties) to the Supreme Court of New South Wales for the approval of the Court under section 95 of the Succession Act to a release under the provisions of that Act.
- D. Each of the parties acknowledge that they have been respectively and independently advised by their legal representatives of their rights and by virtue of the provisions of the Succession Act.



Signed by the Applicant
Date: 03/09/2024



Signed by the Respondent
Date: 02 / 09 / 2024

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02 / 09 / 2024
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Viewed by Heather A. Cooke (heather111cooke@gmail.com)
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02 / 09 / 2024
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