

RESPONSE TO DIVORCEClient ID COO8342167
File number NCC4115/2024**COURT USE ONLY**

Filed in:

- Federal Circuit and Family Court of Australia (Division 1)
 Federal Circuit and Family Court of Australia (Division 2)
 Other (specify):

Filed at:

Filed on:

Court date:

Court time:

Part A**The applicant****1. Name**Family name: Cooke
Given names: Heather Anne**Part B****The respondent****2. Name**Family name: Cooke
Given names: Stephen Christopher**3. Address for service
(no lawyer)**

Complete this part if you do not have a lawyer.

PO Box 33
Shortland
State: NSW Postcode: 2307
Phone: 0412846712
Email: stephencooke.c@gmail.com**4. Address for service
(lawyer)**

Complete this part if you have a lawyer

State: Postcode:
Name of lawyer
Name of law firm
Lawyer's code
Phone:
Email:**Part C****Orders sought****5. Do you want the Court to
dismiss the Application
for Divorce?**

- Yes
 No (if no, go to question 7)



6. Set out why the Application for Divorce should be dismissed

I respectfully decline to consent to the divorce application at this time due to unresolved parenting arrangements, which directly affect the well-being of our children, Christian and Joshua Cooke.

The parenting arrangements remain unresolved and are scheduled for further consideration through The Relationspace with Drew Cowan in February 2025. These discussions and evaluations are critical to determining the appropriate care arrangements for the boys, ensuring their emotional, social, and developmental needs are met.

While I am committed to working cooperatively toward resolving these matters, I believe finalizing the divorce prematurely could compromise the ability to achieve a stable and equitable arrangement for the children. It is imperative that parenting orders and related matters, such as international travel arrangements and shared parental responsibility, are fully resolved before the divorce is granted.

This position is not intended to obstruct the divorce process but rather to prioritize the best interests of the children. By addressing and finalizing these critical matters beforehand, the court can ensure that both parents are positioned to provide the stability and support Christian and Joshua require.

I remain open to constructive dialogue and resolution of these issues and look forward to cooperating in good faith as we work toward achieving the best outcomes for our children.

7. Do you disagree with any statement in the Application for Divorce?
 Attach extra pages if required

Yes (give details below)

No

Refer to each statement you disagree with by the same question number used in the Application for Divorce.

8. What is your occupation

I am not unemployed, as stated in the application. I have established my own company, CookeInCode.com Pty Ltd, specializing in 3D prototyping, creative design, and CAD services. This entrepreneurial venture not only aligns with my skill set but also provides financial stability and flexibility to prioritize time with my children.

• Business Overview:

o Operates under CookeInCode.com Pty Ltd, trading as CookeInCode.com, with domains <https://cookeincode.com.au>, <https://cookeincode.au>, and <https://cookeincode.com>.



- o Platforms include <https://www.ebay.com.au/usr/cookeincode>, <https://cookeincode.etsy.com>, and <https://patreon.com/cookeincode> for broader outreach.
- Operations and Safety:
 - o A "made-to-order" model minimizes waste and ensures efficiency.
 - o Two Bambu PS1 fully enclosed printers with advanced filtration ensure a safe, well-ventilated environment. Only PLA, a non-toxic, biodegradable material, is used.
 - o Printers are located in a separate, ventilated room, ensuring household safety.
- Rationale and Family Integration:
 - o As a stay-at-home parent for the last decade, transitioning back to a traditional workforce is challenging, especially while prioritizing my children.
 - o This venture allows me to combine my IT expertise with entrepreneurship, fostering a flexible work-life balance.
 - o My sons actively participate, learning valuable skills, making this endeavor both a professional and family-focused effort.

While the business has only recently been established and has yet to generate significant sales, my focus remains on building a solid foundation, including branding, marketing, and product development. I manage all aspects of the business myself, including imaging, design, IT backend, and web hosting.

11. (a) Commitment to Australia

Australia has been my home for over a decade, and my commitment to this country is evident:

1. Family: My sons, Australian citizens, thrive here with access to excellent education and healthcare.
2. Citizenship: As an Australian citizen, I am deeply tied to this community and its values.
3. Business: My fully compliant business contributes to the local economy through PAYG obligations.
4. Lifestyle: I value the quality of life and stability Australia offers, creating a nurturing environment for my family.

28. Time and communication with the child

Financial Contributions

The assertion that my contributions have been limited does not reflect the full context.

- Constraints and Evidence:
 - o During financial hardship prior to the settlement, I covered essential expenses such as Christian's \$400 drum lessons and other educational costs.
 - o Post-settlement, I have significantly increased contributions, including payment of \$1,589.56 for Christian's Lab Learning tutoring for Term 4.
- Commitment to Shared Responsibilities:
 - o I continue to pay for Christian's medications while he is under my care and have taken him to medical and tutoring appointments earlier this year.



o I maintain separate health insurance with Bupa for both boys, who are also listed on my Medicare card.

o I have met with both boys' teachers this year and have arrangements in place for Out of School Hours (OOSH) care if required.

Annexure A: Selected communications and receipts from OurFamilyWizard documenting my financial contributions and successful co-parenting.

Psychiatric Involvement
My consultations with a psychiatrist are a procedural necessity, required to manage ADHD medication under Australian law. This engagement ensures compliance, treatment efficacy, and supports my ability to fulfill parenting responsibilities.

Unresolved Parenting Arrangements
The parenting arrangements remain unresolved and are scheduled to be addressed in February 2025 through The Relationspace with Drew Cowan. These arrangements are critical to ensuring the boys maintain their accustomed lifestyle and well-being.

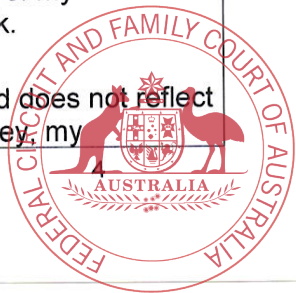
1. Equal Co-Parenting Time:
 - o Both Christian and Joshua have expressed their need for consistent, equal time with both parents. I propose a 50/50 shared parenting schedule, aligned with their school and extracurricular commitments.
2. International Travel:
 - o Prior to separation, both boys were accustomed to visiting Canada every 18 months to spend time with their extended family. This tradition is vital for their cultural identity and familial connections.
 - o Both boys have also expressed interest in visiting the United States, demonstrating their enthusiasm for maintaining and expanding their familial bonds abroad.
3. Impact on Divorce Proceedings:
 - o The unresolved parenting arrangements need resolution before the divorce can be finalized, as the boys' well-being and best interests remain the top priority.

Annexure B: Draft parenting orders prepared by my previous legal counsel, reflecting the proposed arrangements for shared parenting time and international travel.

Involvement with Hunter Bible Church
I am actively involved with Hunter Bible Church in Garden Suburb, located at 10 Reserved Rd, Garden Suburb NSW 2289. I attend services every Sunday as well as weekly events such as the "Life Series" and the "Tuesday Feed." The church provides a supportive and engaging kids program, which has been beneficial for my sons.

- I have arranged for both boys to attend the upcoming WAVE school holiday program in January 2025, which offers enriching activities and community engagement.
- I have also taken steps to become more involved in the church's kids program and am awaiting the outcome of my application for an NSW Working With Children Check.

Financial Contributions
The assertion that my contributions have been limited does not reflect the full context. Over the past year, Dr. Suraiya Moisey, my



psychiatrist, has consistently acknowledged my efforts to balance financial responsibilities, parenting, and personal development despite challenging circumstances. Her professional evaluations, provided as annexures to my recently dismissed application, sought to offer the Family Report Writer a broader understanding of my situation for the purposes of the Family Report.

Additionally, Dr. Moisey has noted my significant efforts to single-handedly prepare the marital home for sale. This involved extensive cleaning, repairs, and organization, ensuring the property was in a condition suitable for the market. This demonstrates my commitment to meeting legal obligations and contributing to the family's financial resolution during a challenging period.

- Constraints and Evidence:

- o During financial hardship prior to the settlement, I covered essential expenses such as Christian's \$400 drum lessons and other educational costs.

I have purchased significant items to support the boys' well-being, including a matching \$500 Trek bike for Joshua, which we use for regular rides and picnics along Foreshore and Nobbys Beach and occasionally Fernleigh Track and Speers Point.

- o Post-settlement, I have significantly increased contributions, including payment of \$1,589.56 for Christian's Lab Learning tutoring for Term 4.

- Commitment to Shared Responsibilities:

- o I continue to pay for Christian's medications while he is under my care and have taken him to medical and tutoring appointments earlier this year.

- o I maintain separate health insurance with Bupa for both boys, who are also listed on my Medicare card.

- o I have met with both boys' teachers this year and have arrangements in place for Out of School Hours (OOSH) care if required.

- o I have actively contributed to the boys' recreational and emotional well-being, including purchasing a matching \$500 Trek bike for Joshua earlier this year. We regularly enjoy rides and picnics along Foreshore, Nobbys Beach, and occasionally the Fernleigh Track and Speers Point, fostering quality bonding time.

Dr. Moisey's assessments highlighted my resilience, capacity for lateral thinking, and unwavering commitment to fostering a positive environment for my children.

~~Annexures:~~

- ~~Annexure 2: Selected communications and receipts from OurFamilyWizard documenting my financial contributions and successful co-parenting.~~

- Annexure C Positive property inspection report of our current rental home, demonstrating the stable and nurturing environment I provide for myself and my two boys.

These annexures, alongside Dr. Moisey's professional evaluations, further substantiate my ability to handle significant responsibilities and prioritize my children's well-being.

Rebuttal of Allegations

I acknowledge that there is an allegation of physical punishment involving myself and my youngest son, Joshua Cooke. I wholeheartedly deny this allegation. Both Joshua and my eldest son, Christian, have independently expressed that they have not



experienced physical discipline and continue to feel safe and supported in my care. I prioritize fostering a positive, nurturing environment for my children.



Part D Signing

Do not swear/affirm this affidavit until you are with a person who is authorised to witness your signature.

I swear / affirm that:

1. I am the respondent.
2. The facts of which I have personal knowledge are true.
3. All other facts are true to the best of my knowledge, information and belief.

Signature

Place: <i>Newcastle</i>
Date: <i>06/01/2025</i>

 <i>190287</i>
Full name of witness (print name)

Before me (signature of witness)

- Lawyer
- Justice of the Peace
- Other (specify):

Approved by the Chief Justice/Chief Judge pursuant to Rule 15.21

0921V1



"A"

Gmail - INV 888 - Christian Cooke

https://mail.google.com/mail/u/0/?ik=5d9feb1f97&view=pt&search=al...



Stephen Cooke <stevecooke.c@gmail.com>

INV 888 - Christian Cooke

4 messages

Fri, Aug 9, 2024 at 9:00 PM

Brad Rheinberger <brad_458@hotmail.com>
To: Stephen Cooke <stevecooke.c@gmail.com>

Hi Stephen

Try this invoice. There are bank details at the bottom

Brad Rheinberger
BMus
Drummer | Educator

Mobile: 0407 261 521
Email: brad_458@hotmail.com

Invoice_888_2023-12-30.pdf
23K

Fri, Aug 9, 2024 at 10:31 PM

Stephen Cooke <stevecooke.c@gmail.com>
To: Brad Rheinberger <brad_458@hotmail.com>

Hi Brad,

Sorry for the late email, I lost the internet while out and about.

Please confirm receipt when able.

Kind regards,

Stephen
(Quoted text hidden)

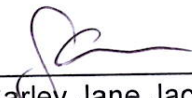
Sat, Aug 10, 2024 at 9:46 AM

Brad Rheinberger <brad_458@hotmail.com>
To: Stephen Cooke <stevecooke.c@gmail.com>

Received!

Thanks Stephen

This is the Annexure marked "A"
as referred to in the Response to Divorce of
Heather Anne Cooke and Stephen Christopher Cooke (P), NCC 4115/2024
NCC 3896-2023 filed
6th January 2025, before me:



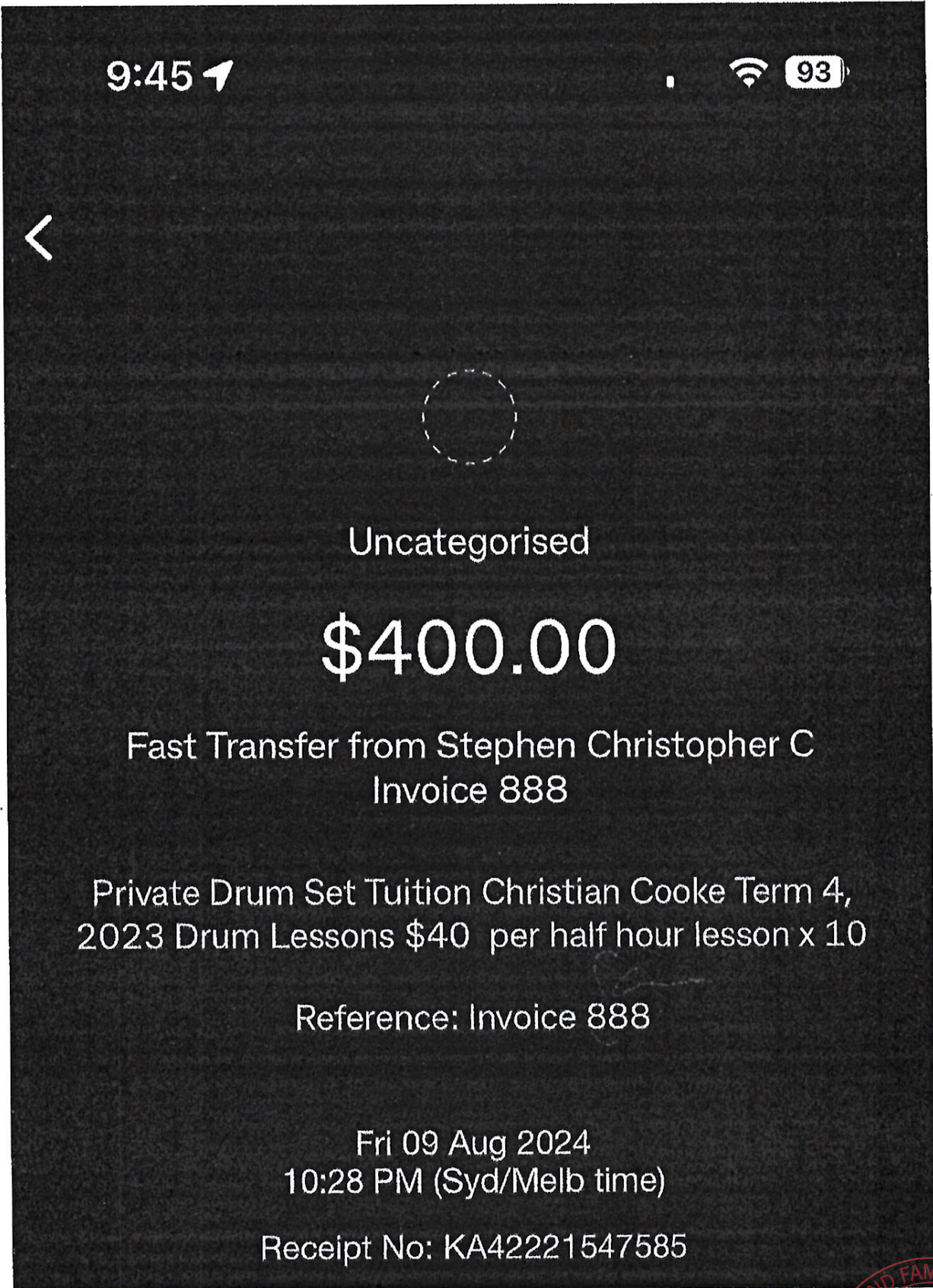
Carley Jane Jacka 190287
7 Newcomen Street NEWCASTLE NSW
Justice of the peace



Gmail - INV 888 - Christian Cooke

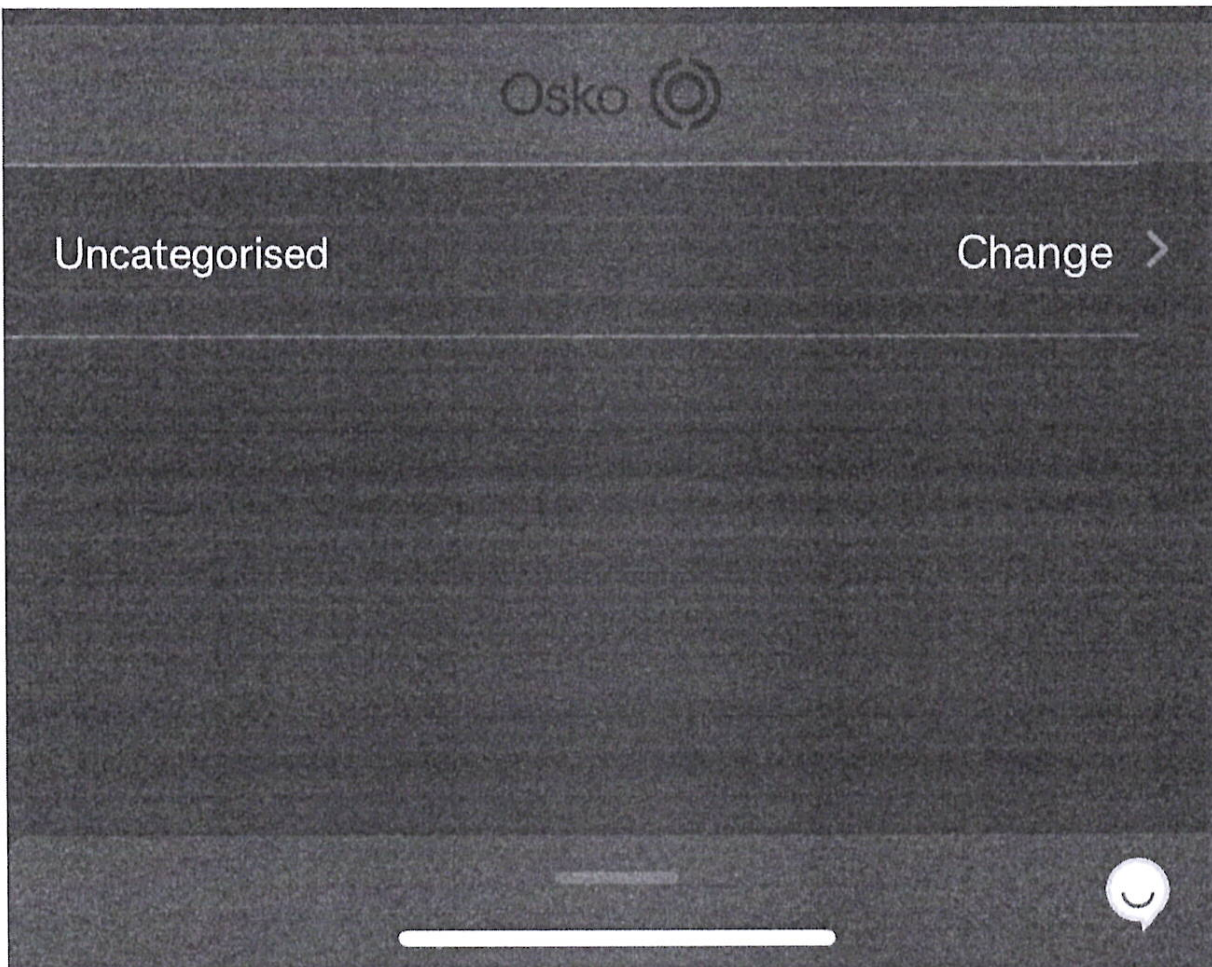
<https://mail.google.com/mail/u/0/?ik=5d9feb1f97&view=pt&search=al...>

DIVORCE HEARING, 04/02/2025, 11:30 AM, DEPUTY REGISTRAR SHILSON-JOSLING



Gmail - INV 888 - Christian Cooke

https://mail.google.com/mail/u/0/?ik=5d9feb1f97&view=pt&search=al...



Brad Rheinberger
 BMus
 Drummer | Educator
 Mobile: 0407 261 521
 Email: brad_458@hotmail.com

On 9 Aug 2024, at 10:31 PM, Stephen Cooke <stevecooke.c@gmail.com> wrote:

[Quoted text hidden]

Stephen Cooke <stevecooke.c@gmail.com>
 To: Brad Rheinberger <brad_458@hotmail.com>

Sat, Aug 10, 2024 at 10:06 AM

Thank you)
 [Quoted text hidden]

2 attachments



image0.png
 183K



Gmail - INV 888 - Christian Cooke

<https://mail.google.com/mail/u/0/?ik=5d9feb1f97&view=pt&search=al...>



image0.png
183K



Message Report



Generated: 11/16/2024 at 10:52 PM by Stephen Cooke
Number of messages: 1
Timezone: Australia/NSW
Parents: Stephen Cooke, Heather Cooke
Child(ren): Christian Cooke, Joshua Cooke
Third Party:

OurFamilyWizard
ourfamilywizard.com
info@ourfamilywizard.com
(866) 755-9991

Message 1 of 1

Sent: 10/16/2024 at 08:29 PM
From: Stephen Cooke
To: Heather Cooke (First Viewed: 10/17/2024 at 06:10 AM)
Subject: Re: Lab learning invoice
Attachments: Lab_Learning_Term_4_Payment_Reciept.pdf (383 KB)

Hi Heather,

I've given some thought to your request regarding the boys' therapy for Term 4. While I fully support their well-being, I feel conflicted. I'm concerned that by covering the ongoing therapy costs, it may inadvertently contradict the parenting balance I'm striving for with you for the boys.

That being said, I do feel the therapy for the boys in the past was warranted, and I'm happy to contribute towards that. If you could specify the total cost for therapy you paid for a term, less the Medicare rebate(s), I'd be happy to reconcile this with you directly or through Anna. I believe OurFamilyWizard supports payments as well, and I await your advice.

Regarding uniforms, I stopped by Lowes Kotara per your suggestion and picked up two sets of microfiber shorts and golf shirts for Joshie for school. I'll send them back with him, and I'm excited for Josh because Josh is Josh, and we know Josh! :)

Additionally, I've paid the Lab Learning invoice for Christian, and you can find the receipt attached.

It would be nice if we could settle things without court.

Best regards,
Stephen

On 10/16/2024 at 04:59 PM, Stephen Cooke wrote:

To: Heather Cooke (First Viewed: 10/16/2024 at 08:16 PM)
Subject: Re: Lab learning invoice

Understood. Thank you.

On 10/16/2024 at 03:12 PM, Heather Cooke wrote:

To: Stephen Cooke (First Viewed: 10/16/2024 at 04:58 PM)
Subject: Re: Lab learning invoice

Hi,

No all invoices are settled to date. I'll let you know when something comes up



Heather

On 10/16/2024 at 02:21 PM, Stephen Cooke wrote:

To: Heather Cooke (*First Viewed: 10/16/2024 at 03:04 PM*)
Subject: Re: Lab learning invoice

Hi Heather,

I've received it and will action payment later today and send you a not when I have.

Sentral, I do continue to have access but open invoices is empty. Perhaps you need to contact the school or it hasn't posted yet?

Stephen

On 10/16/2024 at 01:44 PM, Heather Cooke wrote:

To: Stephen Cooke (*First Viewed: 10/16/2024 at 02:00 PM*)
Subject: Lab learning invoice

Hi,

I've just sent the lab learning invoice for term 4 to you. Can you please check your email and confirm that you've received it? If you can also confirm when it's paid id be grateful?

Also do you have access to Sentral to pay for the children's education expenses for term 4? If you don't I'll contact the school on your behalf to organise.

Heather



Gmail - Christian lab learning update to Heather

<https://mail.google.com/mail/u/0/?ik=5d9feb1f97&view=pt&search=al...>



Stephen Cooke <stevecooke.c@gmail.com>

Christian lab learning update to Heather

1 message

Stephen Cooke <stevecooke.c@gmail.com>
To: Jacqueline Turner <j.turner@claritylawyers.com.au>

Mon, Mar 25, 2024 at 6:13 PM

See below.

----- Forwarded message -----

From: **Stephen Cooke** <stevecooke.c@gmail.com>
Date: Sat, 10 Feb 2024, 6:56 am
Subject: Re: Christian lab learning
To: Heather finn <heather111finn@gmail.com>

Hi Heather,

Some comments/ insights John shared yesterday following Christians lab learning session:

- 0 can also serve as a placeholder.
- Acknowledged carrying the 1 and other numbers; performed well.
- Exhibits proficiency in multitasking with numbers; John allows him to express thoughts, despite initial doubts about Christian's capability.
- Odd and even numbers were reviewed.
- Suggested Christian prioritize starting with the larger number when adding or subtracting.

Lastly, continue with the dice game at home.

Stephen

On Mon, Feb 5, 2024 at 2:56 PM Stephen Cooke <stevecooke.c@gmail.com> wrote:
Ah, I misread.

Friday fine

Stephen

On Mon, 5 Feb 2024, 2:48 pm Heather finn, <heather111finn@gmail.com> wrote:
Hi,

John is not available tomorrow. He is available Friday. I'll reschedule his appointment to Friday.

Thanks

On Mon, 5 Feb 2024, 2:36 pm Stephen Cooke, <stevecooke.c@gmail.com> wrote:
I can do it tomorrow or Friday. Did you want to drop him off at the house? I have to leave the house at 8:15am to be there for 8:45am

Stephen

On Mon, Feb 5, 2024 at 12:49 PM Heather finn <heather111finn@gmail.com> wrote:
Hi,



Gmail - Christian lab learning update to Heather

<https://mail.google.com/mail/u/0/?ik=5d9feb1f97&view=pt&search=al...>

|||||

John can't do Christian's session tomorrow and we've been offered a catch up on Friday at 8:45. Are you available?

Thanks



6/01/2025 1:05 am

View Payment - Pinch Payments

https://app.getpinch.com.au/pay/paid/sch_29KKBZ46D8



Payment Received - Thank You

Payment Completed! Your receipt for this payment of AUD 1,589.56 is sch_29KKBZ46D8.

LAB Learning Clinic
 ABN: 32620140758
 Phoenix Road
 Black Hill, NSW, 2322
 Australia
 accounts@lablearningclinic.com.au
 ☎ 0421796100

Invoice No.
 163098

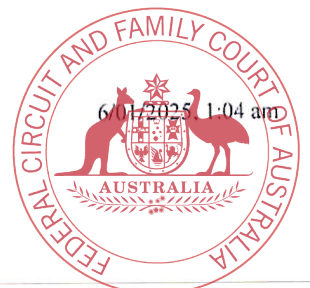
To:
 Christian Cooke

Invoice Date: 15/10/2024

Due Date: 16/10/2024

Payment Date: 16/10/2024

Description	Quantity	Unit Price	Total Price
Private therapy session 2024 x 10	1.0000	AUD 1,550.00	AUD 1,550.00



<https://ib.nab.com.au/secure/transactions/transaction-detail>

Transaction history



Internet Banking

← [Back](#)

You paid \$1,589.56

18 Oct 2024 (AEST/AEDT)

From
355999220

Description
V1932 16/10 PINCHAU*Hunter Learning Black
Hill 74155894290

To
Pinch Payments

Transaction type
Miscellaneous Debit

Status
Posted

Category
Other shopping

Merchant details



Pinch Payments
Payment Gateway | Online Only

[Website](#) [Email](#)

ABN
64612280225

The merchant details are provided by Look Who's Charging. While every effort is made to ensure they're correct, we can't guarantee it.



Transaction history

<https://ib.nab.com.au/secure/transactions/transaction-detail>

Something not right?

[🕒 Dispute this transaction](#) | [🏠 Incorrect business info](#)

© National Australia Bank Limited

1/6/25 2:34 AM



View Payment - Pinch Payments

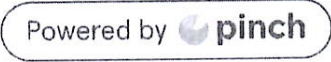
https://app.getpinch.com.au/pay/paid/sch_29KKBZ46D8

Processing Fee :	AUD 39.56
Total Paid including fees and taxes :	AUD 1,589.56
Payment Ref :	sch_29KKBZ46D8

LAB Learning Clinic Customer Portal now available

[Review invoices](#) | [Update your payment method](#) | [Approve Invoices for Automatic Debit](#)

[🔗 Activate Customer Portal \(/CustomerPortal/Invite/IjvTeMMufY\)](/CustomerPortal/Invite/IjvTeMMufY)



Transaction history

<https://ib.nab.com.au/secure/transactions/transaction-detail>



Internet Banking

[← Back](#)

You paid \$143.80

18 Oct 2024 (AEST/AEDT)

From

355999220

Status

Posted

Category

Clothing & accessories

Description

V1932 16/10 LOWES KOTARA KOTARA 74564454291

Transaction type

Miscellaneous Debit (School uniforms)

Something not right?

[Dispute this transaction](#)

© National Australia Bank Limited



"B"

Draft Parenting Orders

1. That the parties have equal shared parental responsibility for Christian Finn Cooke, born 20 August 2014, and Joshua Finn Cooke, born 27 January 2017 ("the children").
2. That the children shall live with the Mother other than when living with the Father pursuant to the following Orders.
3. That the children shall live with the Father as agreed, and failing agreement, as follows:

Option 1 (50/50 week-on/week-off arrangement):

- o **Week 1:** From after school on Wednesday (or 3pm on a non-school day) until before school the following Monday (or 9am on a non-school day).
- o **Week 2:** From after school on Monday (or 3pm on a non-school day) until before school the following Friday (or 9am on a non-school day).

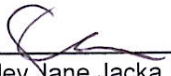
Option 2 (current arrangement, with adjustments):

- o **Week 1:** From after school on Wednesday (or 3pm on a non-school day) until before school on Monday (or 9am on a non-school day).
- o **Week 2:** The children live with the Mother all week.

4. That for the purposes of these Orders, the School Holidays shall be deemed to:
 - o Commence at the conclusion of school on the last day of term (excluding pupil-free days) for students at the school at which the child is enrolled and attending.
 - o Conclude at 4:00pm NSW time on the day prior to the first day of the new school term (excluding pupil-free days) for students at the school at which the child is enrolled and attending.
5. That during the School Holidays, the care arrangements in Order 3 be suspended so that the children spend time with the Father as agreed, and failing agreement, with the Father as follows:
 - o **School Holidays following Terms 1, 2, and 3:**
 - With the Father for the first half of each of the school holiday periods in odd-numbered years and the second half in even-numbered years.

This is the Annexure marked "B" as referred to in the Response to Divorce of Heather Anne Cooke and Stephen Christopher Cooke (P) NCC3896-2023 filed 6th January 2025, before me:

NCC4115/2024


 Carley Jane Jacka 190287
 7 Newcomen Street NEWCASTLE NSW
 Justice of the peace



- From 3pm on Christmas Day for 14 nights and then from 22 January for the balance of the school holiday period.
 - From and including Christmas 2025/2026, alternating the first and second halves of the holiday period.
6. Notwithstanding any other Orders, the children shall spend time with the Father on Father's Day each year from 9:00am to 5:00pm.
 7. Notwithstanding any other Orders, the children shall spend time with the Mother on Mother's Day each year from 9:00am to 5:00pm.
 8. For all changeovers not occurring at school, the parent (or nominee) whose time with the children is ending shall deliver the children to the home of the other parent (or nominee).

International Travel

9. Pursuant to Section 65Y(2)(b) of the Family Law Act 1975 (Cth), each party may take the children from Australia to a place outside of Australia during the time that the children are living with or spending time with them, or for such other period as agreed between the parties from time to time in writing, provided that:

- The children are not taken to a country or jurisdiction that is not a Convention country listed in Schedule 2 of the Family Law (Child Abduction Convention) Regulations 1986.
- The travelling party provides written notice of their intention to travel no less than four (4) weeks prior to departure, including:
 - A detailed itinerary of the proposed travel.
 - Copies of paid return tickets for both the children and the travelling parent.
 - Copies of certificates of travel insurance with medical cover.

Passports

10. Both parties are responsible for ensuring that the children have valid Australian passports.

- The Mother shall hold the passports unless required for travel by the Mother.

Communication Between Parties

11. The parties shall communicate via email or text message unless in the case of an emergency, in which case communication may occur via telephone.



Non-Denigration

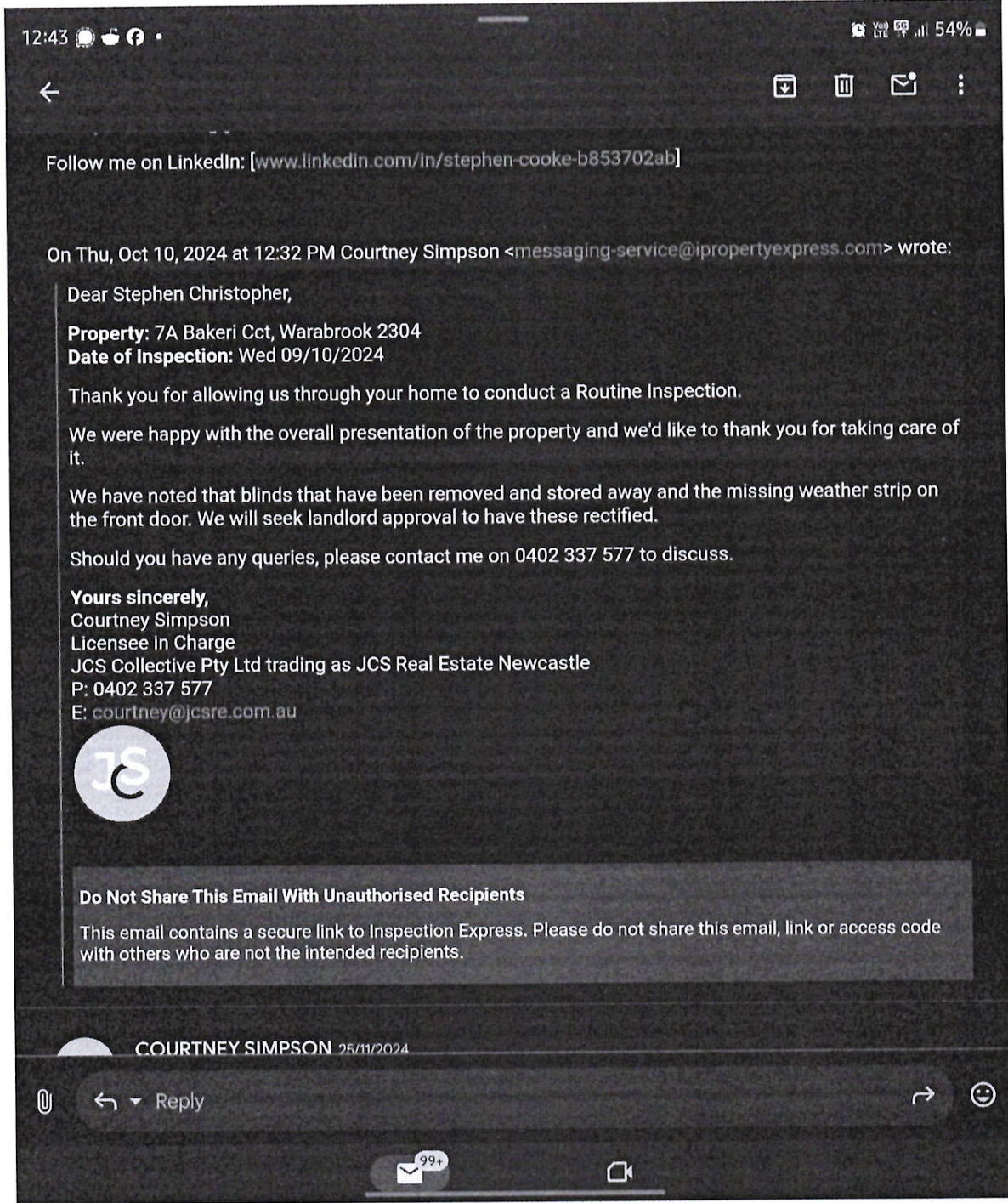
12. Each party is restrained from making negative, derogatory, or disparaging comments about the other parent in the presence or hearing of the children.

Discipline

13. Neither parent is permitted to use physical discipline or allow a third party to do so.



"C"



This is the Annexure marked "C" as referred to in the Response to Divorce of Heather Anne Cooke and Stephen Christopher Cooke (P) NCC3896-2023, filed 6th January 2025, before me: *NCC4115/2024*

Carley Jane Jacka 190287
 7 Newcomen Street NEWCASTLE NSW
 Justice of the peace

