

NO. 325-524210-12

**IN THE MATTER OF
THE MARRIAGE OF**

**MARCELLA ANN CLARK
AND
RONALD JOSEPH TOYE, III**

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§

IN THE DISTRICT COURT

325TH JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

AGREED FINAL DECREE OF DIVORCE

On 7.22.13 the Court heard this case.

Appearances

Petitioner, Marcella Ann Clark, appeared in person and through attorney of record, Brian McGrath, and announced ready for trial.

Respondent, Ronald Joseph Toye, III, has made a general appearance and has agreed to the terms of this judgment to the extent permitted by law, as evidenced by Respondent's signature below.

Record

The making of a record of testimony was waived by the parties with the consent of the Court.

Jurisdiction and Domicile

The Court finds that the pleadings of Petitioner are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction of this case and of all the parties and that at least sixty days have elapsed since the date the suit was filed.

The Court further finds that, at the time this suit was filed, Petitioner had been a domiciliary of Texas for the preceding six-month period and a resident of the county in which this suit was filed for the preceding ninety-day period. All persons entitled to citation were properly cited.

Jury

A jury was waived, and questions of fact and of law were submitted to the Court.

Agreement of Parties

The Court finds that the parties have entered into a written agreement as contained in this decree by virtue of having approved this decree as to both form and substance. To the extent permitted by law, the parties stipulate the agreement is enforceable as a contract. The Court approves the agreement of the parties as contained in this Final Decree of Divorce.

Divorce

IT IS ORDERED AND DECREED that Marcella Ann Clark, Petitioner, and Ronald Joseph Toye, III, Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability.

Child of the Marriage

The Court finds that there is no child of the marriage of Petitioner and Respondent and that none is expected.

Division of Marital Estate

The Court finds that no community property other than personal effects has been accumulated by the parties.

IT IS ORDERED AND DECREED that the personal effects of the parties are awarded to the party having possession.

The Court finds that the following is a just and right division of the parties' marital estate, having due regard for the rights of each party of the marriage.

Property to Husband

IT IS ORDERED AND DECREED that the husband, Ronald Joseph Toye, III, is awarded the following as his sole and separate property, and the wife is divested of all right, title, interest, and claim in and to that property:

H-1. The following vehicles:

- a. 2007 Ford Mustang, Vehicle Identification Number 1ZVFT82H175196849, together with all prepaid insurance, keys and title documents, which is currently being driven by Husband;
- b. Chevrolet Silverado, Vehicle Identification Number 2GCEC13VX71165238, together with all prepaid insurance, keys and title documents, which is currently being driven by Husband's father, Ronald Toye, Jr.; and
- c. 2007 Kia Sportage, Vehicle Identification Number KNDJF723467223130, together with all prepaid insurance, keys and title documents, which is currently being driven by Husband's mother.

H-2. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the husband or subject to his sole control.

H-3. All sums of cash in the possession of the husband or subject to his sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in the husband's sole name or from which the husband has the sole right to withdraw funds or which are subject to the husband's sole control.

Property to Wife

IT IS ORDERED AND DECREED that the wife, Marcella Ann Clark, is awarded the following as her sole and separate property, and the husband is divested of all right, title, interest, and claim in and to that property:

W-1. The following vehicle:

- a. 2005 Mercedes-Benz E500, Vehicle Identification Number WDBUF83J45X169115, together with all prepaid insurance, keys and title documents, which is currently being driven by Wife;

W-2. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the wife or subject to her sole control.

W-3. All sums of cash in the possession of the wife or subject to her sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in the wife's sole name or from which the wife has the sole right to withdraw funds or which are subject to the wife's sole control.

Division of Debt

Debts to Husband

IT IS ORDERED AND DECREED that the husband, Ronald Joseph Toye, III, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold the wife and her property harmless from any failure to so discharge, these items:

H-1. One-half (1/2) of the following debts, charges, liabilities, and obligations:

- a. Debt owed on the Express Credit Card
Account number ending with 301
Current Balance: \$823.29

H-2. In the event Wife sells the 2005 Mercedes E500 and the sales price does not cover the amount left on the loan covering the Mercedes, one-half (1/2) of the difference between the amount of the loan remaining on the car and sale price of the car, hereinafter described at the "Gap Amount". In the event Wife sells the Mercedes, she will give written notice of any Gap Amount and Husband will pay him

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one-half (1/2) in three equal payments due on the first day of the month following the notice and on the first day of each month thereafter until payments are complete, or as otherwise agreed by the parties in writing.

H-3. The remaining balances on the loans covering the following vehicles:

- a. 2007 Ford Mustang, Vehicle Identification Number 1ZVFT82H175196849, which is currently being driven by Husband;
- b. Chevrolet Silverado, Vehicle Identification Number 2GCEC13VX71165238, which is currently being driven by Husband's father, Ronald Toye, Jr.; and
- c. 2007 Kia Sportage, Vehicle Identification Number KNDJF723467223130, which is currently being driven by Husband's mother.

H-4. All debts, charges, liabilities, and other obligations incurred solely by the husband from and after October 22, 2012 unless express provision is made in this decree to the contrary.

Debts to Wife

IT IS ORDERED AND DECREED that the wife, Marcella Ann Clark, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold the husband and his property harmless from any failure to so discharge, these items:

W-1. One-half (1/2) of the following debts, charges, liabilities, and obligations:

- a. Debt owed on the Express Credit Card
Account number ending with 301
Current Balance: \$823.29

W-2. In the event Wife sells the 2005 Mercedes E500, she will be responsible for the other one-half (1/2) of any Gap Amount.

W-3. The remaining balance on the loan covering the following vehicle:

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a. 2005 Mercedes E500, Vehicle Identification Number
WDBUF83J45X169115, which is currently being driven by Wife;

W-4. All debts, charges, liabilities, and other obligations incurred solely by the wife from and after October 22, 2012 unless express provision is made in this decree to the contrary.

Notice

IT IS ORDERED AND DECREED that each party shall send to the other party, within three days of its receipt, a copy of any correspondence from a creditor or taxing authority concerning any potential liability of the other party.

Liability for Federal Income Taxes for Prior Year

IT IS ORDERED AND DECREED that Marcella Ann Clark and Ronald Joseph Toye, III shall be equally responsible for all federal income tax liabilities of the parties from the date of marriage through December 31, 2012, and each party shall timely pay 50 percent of any deficiencies, assessments, penalties, or interest due thereon and shall indemnify and hold the other party and his or her property harmless from 50 percent of such liabilities unless such additional tax, penalty, and/or interest resulted from a party's omission of taxable income or claim of erroneous deductions. In such case, the portion of the tax, penalty, and/or interest relating to the omitted income or claims of erroneous deductions shall be paid by the party who earned the omitted income or proffered the claim for an erroneous deduction. The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

Treatment/Allocation of Community Income for Year of Divorce

IT IS ORDERED AND DECREED that, for the calendar year 2013, each party shall file an individual income tax return in accordance with the Internal Revenue Code. IT IS ORDERED AND DECREED that, for the calendar year 2013, each party shall timely pay and indemnify and hold the other party and his or her property harmless from any federal income tax liability attributable to the personal earnings of the reporting party and any net income resulting from property subject to the sole

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management and control of the reporting party from January 1 of that year through the date of divorce and for all such post-divorce earnings and income.

IT IS ORDERED AND DECREED that for calendar year 2013, each party shall indemnify and hold the other party and his or her property harmless from any tax liability associated with the reporting party's individual tax return for that year unless the parties have agreed to allocate their tax liability in a manner different from that reflected on their returns.

IT IS ORDERED AND DECREED that each party shall furnish such information to the other party as is requested to prepare federal income tax returns for 2013 within thirty days of receipt of a written request for the information, and in no event shall the available information be exchanged later than March 1, 2014. As requested information becomes available after that date, it shall be provided within ten days of receipt.

IT IS ORDERED AND DECREED that each party shall preserve for a period of seven years from the date of divorce all financial records relating to the community estate. Each party is ORDERED to allow the other party access to these records to determine acquisition dates or tax basis or to respond to an IRS examination within five days of receipt of written notice from the other party. Access shall include the right to copy the records.

IT IS ORDERED AND DECREED that all payments made to the other party in accordance with the allocation provisions for payment of federal income taxes contained in this Final Decree of Divorce are not deemed income to the party receiving those payments but are part of the property division and necessary for a just and right division of the parties' estate.

Court Costs

IT IS ORDERED AND DECREED that Petitioner, Marcella Ann Clark, is awarded a judgment of Five Hundred and Eighty Seven dollars (\$587.00) against Respondent, Ronald Joseph Toye, III, for costs of court incurred in the course of this lawsuit, with interest at 0.00 percent per year compounded annually from the date the judgment is signed until paid, for which let execution issue.

Resolution of Temporary Orders

IT IS ORDERED AND DECREED that all obligations and duties for payment of Attorney Fees by the temporary orders of this Court that are not yet discharged shall survive this judgment, and independent enforcement may be sought that Respondent pay attorney fees to McGrath & McGrath, PLLC in the amount of \$300.00 per month until the balance owed is paid in full and payments are to be made to 2080 N. State Highway 360, Ste. 150, Grand Prairie, TX 75050. A final invoice in the amount of \$ _____ has been sent and received by Respondent.

Discharge from Discovery Retention Requirement

IT IS ORDERED AND DECREED that the parties and their respective attorneys are discharged from the requirement of keeping and storing the documents produced in this case in accordance with rule 191.4(d) of the Texas Rules of Civil Procedure.

Decree Acknowledgment

Petitioner, Marcella Ann Clark, and Respondent, Ronald Joseph Toye, III, each acknowledge that before signing this Final Decree of Divorce they have read this Final Decree of Divorce fully and completely, have had the opportunity to ask any questions regarding the same, and fully understand that the contents of this Final Decree of Divorce constitute a full and complete resolution of this case. Petitioner and Respondent acknowledge that they have voluntarily affixed their signatures to this Final Decree of Divorce, believing this agreement to be a just and right division of the marital debt and assets, and state that they have not signed by virtue of any coercion, any duress, or any agreement other than those specifically set forth in this Final Decree of Divorce.

Indemnification

Each party represents and warrants that he or she has not incurred any outstanding debt, obligation, or other liability on which the other party is or may be liable, other than those described in this decree. Each party agrees and IT IS ORDERED that if any claim, action, or proceeding is hereafter initiated seeking to hold the party not assuming a debt, an obligation, a liability, an act, or an omission of the other party liable for such debt, obligation, liability, act or omission of the other party, that other party

will, at his or her sole expense, defend the party not assuming the debt, obligation, liability, act, or omission of the other party against any such claim or demand, whether or not well founded, and will indemnify the party not assuming the debt, obligation, liability, act, or omission of the other party and hold him or her harmless from all damages resulting from the claim or demand.

Damages, as used in this provision, includes any reasonable loss, cost, expense, penalty, and other damage, including without limitation attorney's fees and other costs and expenses reasonably and necessarily incurred in enforcing this indemnity.

IT IS ORDERED that the indemnifying party will reimburse the indemnified party, on demand, for any payment made by the indemnified party at any time after the entry of the divorce decree to satisfy any judgment of any court of competent jurisdiction or in accordance with a bona fide compromise or settlement of claims, demands, or actions for any damages to which this indemnity relates.

The parties agree and IT IS ORDERED that each party will give the other party prompt written notice of any litigation threatened or instituted against either party that might constitute the basis of a claim for indemnity under this decree.

Clarifying Orders

Without affecting the finality of this Final Decree of Divorce, this Court expressly reserves the right to make orders necessary to clarify and enforce this decree.

Relief Not Granted

IT IS ORDERED AND DECREED that all relief requested in this case and not expressly granted is denied. This is a final judgment, for which let execution and all writs and processes necessary to enforce this judgment issue. This judgment finally disposes of all claims and all parties and is appealable.


Date of Judgment

SIGNED on 7.22.13.


JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

McGrath & McGrath, PLLC
2080 N. State Highway 360, Suite 150
Grand Prairie, TX 75050
Ph: 817-751-1877
Fax: 817-704-3965

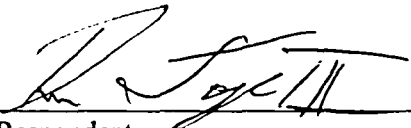
By: 

Brian McGrath
Attorney for Petitioner
State Bar No. 24048649

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:



Petitioner



Respondent