

NO. 360-419539-07

IN THE MATTER OF
THE MARRIAGE OF

ANDREA L. TOYE
AND
RONALD J. TOYE

AND IN THE INTEREST OF
RONALD J. TOYE, A CHILD

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IN THE DISTRICT COURT

360TH JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

FINAL DECREE OF DIVORCE



On July 17, 2007 the Court heard this case.

Appearances

Petitioner, ANDREA L. TOYE, appeared in person and through attorney of record, RODERICK D. MARX, and announced ready for trial.

Respondent, RONALD J. TOYE, waived issuance and service of citation by waiver duly filed and did ~~not~~ ~~otherwise~~ appear.

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 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.

Divorce

IT IS ORDERED AND DECREED that ANDREA L. TOYE, Petitioner, and RONALD J. TOYE, Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability.

Child of the Marriage

The Court finds that Petitioner and Respondent are the parents of the following child:

Name: RONALD J. TOYE

Sex: MALE

Birth date: May 31, 2004

Home state: Texas

Social Security number: 630-92-2308

The Court finds no other children of the marriage are expected.

Conservatorship

The Court, having considered the circumstances of the parents and of the child, finds that the following orders are in the best interest of the child.

IT IS ORDERED that ANDREA L. TOYE and RONALD J. TOYE are appointed Joint Managing Conservators of the following child: RONALD J. TOYE.

IT IS ORDERED that, at all times, ANDREA L. TOYE, as a parent joint managing conservator, shall have the following rights:

1. the right to receive information from any other conservator of the child concerning the health, education, and welfare of the child;
2. the right to confer with the other parent to the extent possible before making a decision concerning the health, education, and welfare of the child;
3. the right of access to medical, dental, psychological, and educational records of the child;
4. the right to consult with a physician, dentist, or psychologist of the child;
5. the right to consult with school officials concerning the child's welfare and educational status, including school activities;
6. the right to attend school activities;
7. the right to be designated on the child's records as a person to be notified in case of an emergency;
8. the right to consent to medical, dental, and surgical treatment during an emergency involving an immediate danger to the health and safety of the child; and
9. the right to manage the estate of the child to the extent the estate has been created by the parent or the parent's family.

IT IS ORDERED that, at all times, RONALD J. TOYE, as a parent joint managing conservator, shall have the following rights:

1. the right to receive information from any other conservator of the child concerning the health, education, and welfare of the child;
2. the right to confer with the other parent to the extent possible before making a decision concerning the health, education, and welfare of the child;
3. the right of access to medical, dental, psychological, and educational records of the child;
4. the right to consult with a physician, dentist, or psychologist of the child;
5. the right to consult with school officials concerning the child's welfare and educational status, including school activities;
6. the right to attend school activities;
7. the right to be designated on the child's records as a person to be notified in case of an emergency;
8. the right to consent to medical, dental, and surgical treatment during an emergency involving an immediate danger to the health and safety of the child; and
9. the right to manage the estate of the child to the extent the estate has been created by the parent or the parent's family.

IT IS ORDERED that, at all times, ANDREA L. TOYE and RONALD J. TOYE, as parent joint managing conservators, shall each have the following duties:

1. the duty to inform the other conservator of the child in a timely manner of significant information concerning the health, education, and welfare of the child; and
2. the duty to inform the other conservator of the child if the conservator resides with for at least thirty days, marries, or intends to marry a person who the conservator knows is registered as a sex offender under chapter 62 of the Code of Criminal Procedure or is currently charged with an offense for which on conviction the person would be required to register under that chapter. IT IS ORDERED that this information shall be tendered in the form of a notice made as soon as practicable, but not later than the fortieth day after the date the conservator of the child begins to reside with the person or on the tenth day after the date the marriage occurs, as appropriate. IT IS ORDERED that the notice must include a description of the offense that is the basis of the person's requirement to register as a sex offender or of the offense with which the person is charged. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

IT IS ORDERED that, during her respective periods of possession, ANDREA L. TOYE, as parent joint managing conservator, shall have the following rights and duties:

1. the duty of care, control, protection, and reasonable discipline of the child;
2. the duty to support the child, including providing the child with clothing, food, shelter, and medical and dental care not involving an invasive procedure;

3. the right to consent for the child to medical and dental care not involving an invasive procedure; and
4. the right to direct the moral and religious training of the child.

IT IS ORDERED that, during his respective periods of possession, RONALD J. TOYE, as parent joint managing conservator, shall have the following rights and duties:

1. the duty of care, control, protection, and reasonable discipline of the child;
2. the duty to support the child, including providing the child with clothing, food, shelter, and medical and dental care not involving an invasive procedure;
3. the right to consent for the child to medical and dental care not involving an invasive procedure; and
4. the right to direct the moral and religious training of the child.

IT IS ORDERED that ANDREA L. TOYE, as a parent joint managing conservator, shall have the following rights and duty:

1. the exclusive right to designate the primary residence of the child without regard to geographic location;
2. the independent right to consent to medical, dental, and surgical treatment involving invasive procedures;
3. the independent right to consent to psychiatric and psychological treatment of the child;
4. the exclusive right to receive and give receipt for periodic payments for the support of the child and to hold or disburse these funds for the benefit of the child;
5. the independent right to represent the child in legal action and to make other decisions of substantial legal significance concerning the child;
6. the independent right to consent to marriage and to enlistment in the armed forces of the United States;
7. the exclusive right to make decisions concerning the child's education;
8. except as provided by section 264.0111 of the Texas Family Code, the independent right to the services and earnings of the child;
9. except when a guardian of the child's estate or a guardian or attorney ad litem has been appointed for the child, the independent right to act as an agent of the child in relation to the child's estate if the child's action is required by a state, the United States, or a foreign government; and
10. the independent duty to manage the estate of the child to the extent the estate has been created by community property or the joint property of the parents.

IT IS ORDERED that RONALD J. TOYE, as a parent joint managing conservator, shall have the following rights and duty:

1. the independent right to consent to medical, dental, and surgical treatment involving invasive procedures;
2. the independent right to consent to psychiatric and psychological treatment of the child;
3. the independent right to represent the child in legal action and to make other decisions of substantial legal significance concerning the child;
4. the independent right to consent to marriage and to enlistment in the armed forces of the United States;
5. except as provided by section 264.0111 of the Texas Family Code, the independent right to the services and earnings of the child;
6. except when a guardian of the child's estate or a guardian or attorney ad litem has been appointed for the child, the independent right to act as an agent of the child in relation to the child's estate if the child's action is required by a state, the United States, or a foreign government; and
7. the independent duty to manage the estate of the child to the extent the estate has been created by community property or the joint property of the parents.

Possession and Access

1. *Standard Possession Order*

The Court finds that the following provisions of this Standard Possession Order are intended to and do comply with the requirements of Texas Family Code sections 153.311 through 153.317. IT IS ORDERED that each conservator shall comply with all terms and conditions of this Standard Possession Order. IT IS ORDERED that this Standard Possession Order is effective immediately and applies to all periods of possession occurring on and after the date the Court signs this Standard Possession Order. IT IS, THEREFORE, ORDERED:

(a) *Definitions*

1. In this Standard Possession Order "school" means the primary or secondary school in which the child is enrolled or, if the child is not enrolled in a primary or secondary school, the public school district in which the child primarily resides.

2. In this Standard Possession Order "child" includes each child, whether one or more, who is a subject of this suit while that child is under the age of eighteen years and not otherwise emancipated.

(b) *Mutual Agreement or Specified Terms for Possession*

IT IS ORDERED that the conservators shall have possession of the child at times mutually agreed to in advance by the parties, and, in the absence of mutual agreement, it is ORDERED that the conservators shall have possession of the child under the specified terms set out in this Standard Possession Order.

(c) Parents Who Reside 100 Miles or Less Apart

Except as otherwise explicitly provided in this Standard Possession Order, when RONALD J. TOYE resides 100 miles or less from the primary residence of the child, RONALD J. TOYE shall have the right to possession of the child as follows:

1. Weekends - On weekends, beginning at 6:00 p.m., on the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday.

2. Weekend Possession Extended by a Holiday - Except as otherwise explicitly provided in this Standard Possession Order, if a weekend period of possession by RONALD J. TOYE begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of possession shall begin at 6:00 p.m. on the Thursday immediately preceding the Friday holiday or school holiday or end at 6:00 p.m. on that Monday holiday or school holiday, as applicable.

3. Thursdays - On Thursday of each week during the regular school term, beginning at 6:00 p.m. and ending at 8:00 p.m.

4. Spring Break in Even-Numbered Years - In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

5. Extended Summer Possession by RONALD J. TOYE -

With Written Notice by April 1 - If RONALD J. TOYE gives ANDREA L. TOYE written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, RONALD J. TOYE shall have possession of the child for thirty days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, as specified in the written notice. These periods of possession shall begin and end at 6:00 p.m.

Without Written Notice by April 1 - If RONALD J. TOYE does not give ANDREA L. TOYE written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, RONALD J. TOYE shall have possession of the child for thirty consecutive days in that year beginning at 6:00 p.m. on July 1 and ending at 6:00 p.m. on July 31.

Notwithstanding the weekend and Thursday periods of possession ORDERED for RONALD J. TOYE, it is explicitly ORDERED that ANDREA L. TOYE shall have a superior right of possession of the child as follows:

1. Spring Break in Odd-Numbered Years - In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

2. Summer Weekend Possession by ANDREA L. TOYE - If ANDREA L. TOYE gives RONALD J. TOYE written notice by April 15 of a year, ANDREA L. TOYE shall have possession of the child on any one weekend beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on the following Sunday during any one period of the extended summer possession by RONALD J. TOYE in that year, provided that ANDREA L. TOYE picks up the child from RONALD J. TOYE and returns the child to that same place and that the weekend so designated does not interfere with Father's Day

Weekend.

3. Extended Summer Possession by ANDREA L. TOYE - If ANDREA L. TOYE gives RONALD J. TOYE written notice by April 15 of a year or gives RONALD J. TOYE fourteen days' written notice on or after April 16 of a year, ANDREA L. TOYE may designate one weekend beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation, during which an otherwise scheduled weekend period of possession by RONALD J. TOYE shall not take place in that year, provided that the weekend so designated does not interfere with RONALD J. TOYE's period or periods of extended summer possession or with Father's Day Weekend.

(d) Parents Who Reside More Than 100 Miles Apart

Except as otherwise explicitly provided in this Standard Possession Order, when RONALD J. TOYE resides more than 100 miles from the residence of the child, RONALD J. TOYE shall have the right to possession of the child as follows:

1. Weekends - Unless RONALD J. TOYE elects the alternative period of weekend possession described in the next paragraph, RONALD J. TOYE shall have the right to possession of the child on weekends, beginning at 6:00 p.m., on the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday. Except as otherwise explicitly provided in this Standard Possession Order, if such a weekend period of possession by RONALD J. TOYE begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of possession shall begin at 6:00 p.m. on the Thursday immediately preceding the Friday holiday or school holiday or end at 6:00 p.m. on that Monday holiday or school holiday, as applicable.

Alternate Weekend Possession - In lieu of the weekend possession described in the foregoing paragraph, RONALD J. TOYE shall have the right to possession of the child not more than one weekend per month of RONALD J. TOYE's choice beginning at 6:00 p.m. on the day school recesses for the weekend and ending at 6:00 p.m. on the day before school resumes after the weekend. Except as otherwise explicitly provided in this Standard Possession Order, if such a weekend period of possession by RONALD J. TOYE begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of possession shall begin at 6:00 p.m. on the Thursday immediately preceding the Friday holiday or school holiday or end at 6:00 p.m. on that Monday holiday or school holiday, as applicable. RONALD J. TOYE may elect an option for this alternative period of weekend possession by giving written notice to ANDREA L. TOYE within ninety days after the parties begin to reside more than 100 miles apart. If RONALD J. TOYE makes this election, RONALD J. TOYE shall give ANDREA L. TOYE fourteen days' written or telephonic notice preceding a designated weekend. The weekends chosen shall not conflict with the provisions regarding Christmas, Thanksgiving, the child's birthday, and Mother's Day Weekend below.

2. Spring Break in All Years - Every year, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

3. Extended Summer Possession by RONALD J. TOYE -

With Written Notice by April 1 - If RONALD J. TOYE gives ANDREA L. TOYE written notice by April 1 of a year specifying an extended period or periods of summer possession for that

year, RONALD J. TOYE shall have possession of the child for forty-two days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, as specified in the written notice. These periods of possession shall begin and end at 6:00 p.m.

Without Written Notice by April 1 - If RONALD J. TOYE does not give ANDREA L. TOYE written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, RONALD J. TOYE shall have possession of the child for forty-two consecutive days beginning at 6:00 p.m. on June 15 and ending at 6:00 p.m. on July 27 of that year.

Notwithstanding the weekend periods of possession ORDERED for RONALD J. TOYE, it is explicitly ORDERED that ANDREA L. TOYE shall have a superior right of possession of the child as follows:

1. Summer Weekend Possession by ANDREA L. TOYE - If ANDREA L. TOYE gives RONALD J. TOYE written notice by April 15 of a year, ANDREA L. TOYE shall have possession of the child on any one weekend beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on the following Sunday during any one period of possession by RONALD J. TOYE during RONALD J. TOYE's extended summer possession in that year, provided that if a period of possession by RONALD J. TOYE in that year exceeds thirty days, ANDREA L. TOYE may have possession of the child under the terms of this provision on any two nonconsecutive weekends during that period and provided that ANDREA L. TOYE picks up the child from RONALD J. TOYE and returns the child to that same place and that the weekend so designated does not interfere with Father's Day Weekend.

2. Extended Summer Possession by ANDREA L. TOYE - If ANDREA L. TOYE gives RONALD J. TOYE written notice by April 15 of a year, ANDREA L. TOYE may designate twenty-one days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, during which RONALD J. TOYE shall not have possession of the child, provided that the period or periods so designated do not interfere with RONALD J. TOYE's period or periods of extended summer possession or with Father's Day Weekend.

(e) Holidays Unaffected by Distance

Notwithstanding the weekend and Thursday periods of possession of RONALD J. TOYE, ANDREA L. TOYE and RONALD J. TOYE shall have the right to possession of the child as follows:

1. Christmas Holidays in Even-Numbered Years - In even-numbered years, RONALD J. TOYE shall have the right to possession of the child beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26, and ANDREA L. TOYE shall have the right to possession of the child beginning at noon on December 26 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.

2. Christmas Holidays in Odd-Numbered Years - In odd-numbered years, ANDREA L. TOYE shall have the right to possession of the child beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26, and RONALD J. TOYE shall have the right to possession of the child beginning at noon on December 26 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.

3. Thanksgiving in Odd-Numbered Years - In odd-numbered years, RONALD J. TOYE shall have the right to possession of the child beginning at 6:00 p.m. on the day the child is

dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the Sunday following Thanksgiving.

4. Thanksgiving in Even-Numbered Years - In even-numbered years, ANDREA L. TOYE shall have the right to possession of the child beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the Sunday following Thanksgiving.

5. Child's Birthday - If a parent is not otherwise entitled under this Standard Possession Order to present possession of the child on the child's birthday, that parent shall have possession of the child beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that that parent picks up the child from the other parent's residence and returns the child to that same place.

6. Father's Day Weekend - RONALD J. TOYE shall have the right to possession of the child each year, beginning at 6:00 p.m. on the Friday preceding Father's Day and ending at 6:00 p.m. on Father's Day, provided that if RONALD J. TOYE is not otherwise entitled under this Standard Possession Order to present possession of the child, he shall pick up the child from ANDREA L. TOYE's residence and return the child to that same place.

7. Mother's Day Weekend - ANDREA L. TOYE shall have the right to possession of the child each year, beginning at 6:00 p.m. on the Friday preceding Mother's Day and ending at 6:00 p.m. on Mother's Day, provided that if ANDREA L. TOYE is not otherwise entitled under this Standard Possession Order to present possession of the child, she shall pick up the child from RONALD J. TOYE's residence and return the child to that same place.

(f) Undesignated Periods of Possession

ANDREA L. TOYE shall have the right of possession of the child at all other times not specifically designated in this Standard Possession Order for RONALD J. TOYE.

(g) General Terms and Conditions

Except as otherwise explicitly provided in this Standard Possession Order, the terms and conditions of possession of the child that apply regardless of the distance between the residence of a parent and the child are as follows:

1. Surrender of Child by ANDREA L. TOYE - ANDREA L. TOYE is ORDERED to surrender the child to RONALD J. TOYE at the beginning of each period of RONALD J. TOYE's possession at the residence of ANDREA L. TOYE.

2. Surrender of Child by RONALD J. TOYE - RONALD J. TOYE is ORDERED to surrender the child to ANDREA L. TOYE at the residence of RONALD J. TOYE at the end of each period of possession.

3. Surrender of Child by RONALD J. TOYE - RONALD J. TOYE is ORDERED to surrender the child to ANDREA L. TOYE, if the child is in RONALD J. TOYE's possession or subject to RONALD J. TOYE's control, at the beginning of each period of ANDREA L. TOYE's exclusive periods of possession, at the place designated in this Standard Possession Order.

4. Return of Child by ANDREA L. TOYE - ANDREA L. TOYE is ORDERED to return the child to RONALD J. TOYE, if RONALD J. TOYE is entitled to possession of the child, at the end of each of ANDREA L. TOYE's exclusive periods of possession, at the place designated in this Standard Possession Order.

5. Personal Effects - Each conservator is ORDERED to return with the child the personal effects that the child brought at the beginning of the period of possession.

6. Designation of Competent Adult - Each conservator may designate any competent adult to pick up and return the child, as applicable. IT IS ORDERED that a conservator or a designated competent adult be present when the child is picked up or returned.

7. Inability to Exercise Possession - Each conservator is ORDERED to give notice to the person in possession of the child on each occasion that the conservator will be unable to exercise that conservator's right of possession for any specified period.

8. Written Notice - Written notice shall be deemed to have been timely made if received or postmarked before or at the time that notice is due.

9. Unattended Child-- IT IS ORDERED that RONALD J. TOYE shall not leave the child unattended with Nicole Toye or Amy Toye during his periods of possession.

This concludes the Standard Possession Order.

2. *Duration*

The periods of possession ordered above apply to the child the subject of this suit while that child is under the age of eighteen years and not otherwise emancipated.

3. *Termination of Orders*

The provisions of this decree relating to conservatorship, possession, or access terminate on the remarriage of ANDREA L. TOYE to RONALD J. TOYE unless a nonparent or agency has been appointed conservator of the child under chapter 153 of the Texas Family Code.

Child Support

IT IS ORDERED that RONALD J. TOYE is obligated to pay and shall pay to ANDREA L. TOYE child support of \$460.00 per month, with the first payment being due and payable on August 1, 2007 and a like payment being due and payable on the first day of each month thereafter until the first month following the date of the earliest occurrence of one of the events specified below:

1. the child reaches the age of eighteen years or graduates from high school, whichever occurs later, subject to the provisions for support beyond the age of eighteen years set out below;
2. the child marries;
3. the child dies; or

4. the child's disabilities are otherwise removed for general purposes.

If the child is eighteen years of age and has not graduated from high school, IT IS ORDERED that RONALD J. TOYE's obligation to pay child support to ANDREA L. TOYE shall not terminate but shall continue for as long as the child is enrolled-

1. under chapter 25 of the Texas Education Code in an accredited secondary school in a program leading toward a high school diploma or under section 130.008 of the Education Code in courses for joint high school and junior college credit and is complying with the minimum attendance requirements of subchapter C of chapter 25 of the Education Code or

2. on a full-time basis in a private secondary school in a program leading toward a high school diploma and is complying with the minimum attendance requirements imposed by that school.

Withholding from Earnings

IT IS ORDERED that any employer of RONALD J. TOYE shall be ordered to withhold from earnings for child support from the disposable earnings of RONALD J. TOYE for the support of RONALD J. TOYE.

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of RONALD J. TOYE by the employer and paid in accordance with the order to that employer shall constitute a credit against the child support obligation. Payment of the full amount of child support ordered paid by this decree through the means of withholding from earnings shall discharge the child support obligation. If the amount withheld from earnings and credited against the child support obligation is less than 100 percent of the amount ordered to be paid by this decree, the balance due remains an obligation of RONALD J. TOYE, and it is hereby ORDERED that RONALD J. TOYE pay the balance due directly to the state disbursement unit specified below.

On this date the Court signed an Order/Notice to Withhold Income for Child Support.

Payment

IT IS ORDERED that all payments shall be made through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791, and thereafter promptly remitted to ANDREA L. TOYE for the support of the child. IT IS ORDERED that each party shall pay, when due, all fees charged to that party by the state disbursement unit and any other agency statutorily authorized to charge a fee.

Change of Employment

IT IS FURTHER ORDERED that RONALD J. TOYE shall notify this Court and ANDREA L. TOYE by U.S. certified mail, return receipt requested, of any change of address and of any termination of employment. This notice shall be given no later than seven days after the change of address or the termination of employment. This notice or a subsequent notice shall also provide the current address of RONALD J. TOYE and the name and address of his current employer, whenever that information becomes available.

Clerk's Duties

IT IS ORDERED that, on the request of a prosecuting attorney, the title IV-D agency, the friend of the Court, a domestic relations office, ANDREA L. TOYE, RONALD J. TOYE, or an attorney representing ANDREA L. TOYE or RONALD J. TOYE, the clerk of this Court shall cause a certified copy of the Order/Notice to Withhold Income for Child Support to be delivered to any employer.

Health Care

1. IT IS ORDERED that ANDREA L. TOYE provide medical support and health insurance coverage for the child as set out in this order as additional child support for as long as the Court may order ANDREA L. TOYE provide support for the child under sections 154.001 and 154.002 of the Texas Family Code. Beginning on the day ANDREA L. TOYE's actual or potential obligation to support the child under sections 154.001 and 154.002 of the Family Code terminates, IT IS ORDERED that ANDREA L. TOYE is discharged from the obligations set forth in this medical support order, except for any failure by a parent to fully comply with those obligations before that date.

2. Definitions -

"Health Insurance" means insurance coverage that provides basic health-care services, including usual physician services, office visits, hospitalization, and laboratory, X-ray, and emergency services, that may be provided through a health maintenance organization or other private or public organization, other than medical assistance under chapter 32 of the Texas Human Resources Code.

"Reasonable cost" means the cost of a health insurance premium that does not exceed 10 percent of the responsible parent's net income in a month.

"Reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of a child" include, without limitation, any copayments for office visits or prescription drugs, the yearly deductible, if any, and medical, surgical, prescription drug, mental health-care services, dental, eye care, ophthalmological, and orthodontic charges. These reasonable and necessary health-care expenses do not include expenses for travel to and from the health-care provider or for nonprescription medication.

"Furnish" means:

- a. to hand deliver the document by a person eighteen years or older either to the recipient or to a person who is eighteen years or older and permanently resides with the recipient;
- b. to deliver the document to the recipient by certified mail, return receipt requested, to the recipient's last known mailing or residence address; or
- c. to deliver the document to the recipient at the recipient's last known mailing or residence address using any person or entity whose principal business is that of a courier or deliverer of papers or documents either within or outside the United States.

3. Obligations of ANDREA L. TOYE - ANDREA L. TOYE is ORDERED to include and maintain the child in ANDREA L. TOYE's health insurance available through her employer or a private provider no later than 30 days after the Court signs this order.

4. Obligations of ANDREA L. TOYE - ANDREA L. TOYE is ORDERED -

- a. to furnish to each conservator of the child the following information no later than the thirtieth day after the date the notice of the rendition of this order is received:
 - i. the Social Security number of the parent providing insurance;
 - ii. the name and address of the employer of the parent providing insurance;
 - iii. whether the employer is self-insured or has health insurance available;
 - iv. proof that health insurance has been provided for the child; and
 - v. the name of the health insurance carrier, the number of the policy, a copy of the policy and schedule of benefits, a health insurance membership card, claim forms, and any other information necessary to submit a claim or, if the employer is self-

insured, a copy of the schedule of benefits, a membership card, claim forms, and any other information necessary to submit a claim;

- b. to furnish to each conservator of the child a copy of any renewals or changes to the health insurance policy covering the child, or any additional information regarding health insurance coverage of the child, including any change in the actual cost of the health insurance for the child, no later than the fifteenth day after the party providing the health insurance receives or is provided with the renewal, change, or additional information;
- c. to furnish each conservator of the child with all documentation accessible to ANDREA L. TOYE of any termination or lapse of the health insurance coverage of the child no later than the fifteenth day after the date of the termination or lapse;
- d. after termination or lapse of health insurance coverage, to furnish each conservator of the child with all documentation accessible to ANDREA L. TOYE of the availability of additional health insurance for the child no later than the fifteenth day after the date the insurance becomes available;
- e. after a termination or lapse of health insurance coverage, to furnish each conservator of the child with all documentation accessible to ANDREA L. TOYE of the availability of enrollment of the child in a medical assistance program under chapter 32 of the Texas Human Resources Code or a state child health plan under chapter 62 of the Texas Health and Safety Code, no later than the fifteenth day after the date the enrollment in the program becomes available;
- f. to enroll the child at the next available enrollment period in a health insurance plan that is available at reasonable cost after the previous health insurance has been terminated or has lapsed; and
- g. to enroll the child in a medical assistance program under chapter 32 of the Texas Human Resources Code or a state child health plan under chapter 62 of the Texas Health and Safety Code if the child is eligible for enrollment in the program and no health insurance plan is

available at reasonable cost.

5. Secondary Coverage - IT IS ORDERED that nothing in this order shall prevent either party from providing secondary health insurance coverage for the child at that party's sole cost and expense. IT IS FURTHER ORDERED that if a party provides secondary health insurance coverage for the child, both parties shall cooperate fully with regard to the handling and filing of claims with the insurance carrier providing the coverage in order to maximize the benefits available to the child and to ensure that the party who pays for health-care expenses for the child is reimbursed for the payment from both carriers to the fullest extent possible.

6. Compliance with Insurance Company Requirements - Each party is ORDERED to conform to all requirements imposed by the terms and conditions of the policy of health insurance covering the child in order to assure maximum reimbursement or direct payment by the insurance company of the incurred health-care expense, including but not limited to requirements for advance notice to carrier, second opinions, and the like. Each party is ORDERED to attempt to use "preferred providers," or services within the health maintenance organization, if applicable; however, this provision shall not apply if emergency care is required. Disallowance of the bill by a health insurer shall not excuse the obligation of either party to make payment; however, if a bill is disallowed or the benefit reduced because of the failure of a party to follow procedures or requirements of the carrier, IT IS ORDERED that the party failing to follow the carrier's procedures or requirements shall be wholly responsible for the increased portion of that bill.

7. Claims - Except as provided in this paragraph, the party who is not carrying the health insurance policy covering the child is ORDERED to furnish to the party carrying the policy, within fifteen days of receiving them, any and all forms, receipts, bills, and statements reflecting the health-care expenses the party not carrying the policy incurs on behalf of the child. In accordance with section 1204.251 of the Texas Insurance Code, IT IS ORDERED that the party who is not carrying the health insurance policy covering the child may, at that party's option, file directly with the insurance carrier with whom coverage is provided for the benefit of the child any claims for health-care expenses, including but not limited to medical, hospitalization, and dental costs, and receive payments directly from the insurance company.

The party who is carrying the health insurance policy covering the child is ORDERED to submit all forms required by the insurance company for payment or reimbursement of health-care expenses incurred by either party on

behalf of the child to the insurance carrier within fifteen days of that party's receiving any form, receipt, bill, or statement reflecting the expenses.

8. Constructive Trust for Payments Received - IT IS ORDERED that any insurance payments received by a party from the health insurance carrier as reimbursement for health-care expenses incurred by or on behalf of the child shall belong to the party who incurred and paid those expenses. IT IS FURTHER ORDERED that the party receiving the insurance payments is designated a constructive trustee to receive any insurance checks or payments for health-care expenses incurred and paid by the other party, and the party carrying the policy shall endorse and forward the checks or payments, along with any explanation of benefits received, to the other party within three days of receiving them.

9. Health-Care Expenses Not Paid by Insurance - Subject to the provisions in paragraph 6. immediately above, IT IS ORDERED that, if health-care expenses are incurred for the child, ANDREA L. TOYE and RONALD J. TOYE shall pay all reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of the child in the following portions:

- a. If the health-care expenses are incurred by using a HMO or PPO plan, in an emergency, or with the written agreement of the other party, ANDREA L. TOYE is ORDERED to pay 50 percent and RONALD J. TOYE is ORDERED to pay 50 percent.
- b. Except in an emergency or if the other parent agreed in writing, if a party incurs health-care expenses for the child by using the services of health-care providers not employed by the HMO or approved by the PPO, the party incurring the services is ORDERED to pay 100 percent and the other party is ORDERED to pay 0 percent.
- c. If either parent provides health insurance for the child through an HMO or a PPO that does not provide coverage for the child where the child resides or have network providers in the area where the child resides, ANDREA L. TOYE is ORDERED to pay 50 percent and RONALD J. TOYE is ORDERED to pay 50 percent.
- d. If the child is enrolled in a health-care plan that is not an HMO or a PPO, ANDREA L. TOYE is ORDERED to pay 50 percent and RONALD J. TOYE is ORDERED to pay 50 percent.

- e. If the child was enrolled in a medical assistance program under chapter 32 of the Texas Human Resources Code or a state child health plan under chapter 62 of the Texas Health and Safety Code and is no longer eligible for coverage in that plan or program, ANDREA L. TOYE is ORDERED to pay 50 percent and RONALD J. TOYE is ORDERED to pay 50 percent until health insurance is provided for the child or the child is again eligible for enrollment in a medical assistance program under chapter 32 of the Texas Human Resources Code or a state child health plan under chapter 62 of the Texas Health and Safety Code.

IT IS ORDERED that the party who pays for a health-care expense on behalf of the child shall furnish to the other party, within thirty days of receiving them, all forms, receipts, bills, and explanations of benefits paid reflecting the uninsured portion of the health-care expenses the paying party incurs on behalf of the child. IT IS FURTHER ORDERED that if the paying party furnishes all of these forms, receipts, bills, and explanations of benefits to the nonpaying party within thirty days of receiving them, the nonpaying party shall pay his or her share of the uninsured portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the paying party at the paying party's last known mailing or residence address for any advance payment exceeding the paying party's share of the expenses no later than thirty days after the nonpaying party receives the following documentation relating to the health-care expense:

- a. a receipt for a prescription,
- b. a receipt for a copayment for health-care services,
- c. a receipt for health-care expenses of a type not covered by the health insurance plan, or
- d. an explanation of benefits stating the benefits paid for all other health-care expenses.

If the paying party does not furnish to the nonpaying party all of the forms, receipts, bills, and explanations of benefits paid reflecting the uninsured portion of a health-care expense the paying party incurred on behalf of the child within thirty days of receiving these documents, IT IS ORDERED that the nonpaying party shall pay his or her share of the uninsured portion of the health-care expense either by paying the health-care provider directly or by reimbursing the paying party at the paying party's last known mailing or residence address for any advance payment exceeding the paying

party's share of the expense no later than 120 days after the nonpaying party receives the documentation listed above in this section relating to the health-care expense.

IT IS ORDERED that reasonableness of the charges for health-care expenses shall be presumed when a party is furnished with the applicable documents for the charges and that disallowance of the bill by a health insurer shall not excuse that party's obligation to make payment or reimbursement as otherwise provided herein.

10. WARNING - A PARENT ORDERED TO PROVIDE HEALTH INSURANCE OR TO PAY THE OTHER PARENT ADDITIONAL CHILD SUPPORT FOR THE COST OF HEALTH INSURANCE WHO FAILS TO DO SO IS LIABLE FOR NECESSARY MEDICAL EXPENSES OF THE CHILD, WITHOUT REGARD TO WHETHER THE EXPENSES WOULD HAVE BEEN PAID IF HEALTH INSURANCE HAD BEEN PROVIDED, AND FOR THE COST OF HEALTH INSURANCE PREMIUMS OR CONTRIBUTIONS, IF ANY, PAID ON BEHALF OF THE CHILD.

Required Notices

NOTICE TO ANY PEACE OFFICER OF THE STATE OF TEXAS: YOU MAY USE REASONABLE EFFORTS TO ENFORCE THE TERMS OF CHILD CUSTODY SPECIFIED IN THIS ORDER. A PEACE OFFICER WHO RELIES ON THE TERMS OF A COURT ORDER AND THE OFFICER'S AGENCY ARE ENTITLED TO THE APPLICABLE IMMUNITY AGAINST ANY CLAIM, CIVIL OR OTHERWISE, REGARDING THE OFFICER'S GOOD FAITH ACTS PERFORMED IN THE SCOPE OF THE OFFICER'S DUTIES IN ENFORCING THE TERMS OF THE ORDER THAT RELATE TO CHILD CUSTODY. ANY PERSON WHO KNOWINGLY PRESENTS FOR ENFORCEMENT AN ORDER THAT IS INVALID OR NO LONGER IN EFFECT COMMITS AN OFFENSE THAT MAY BE PUNISHABLE BY CONFINEMENT IN JAIL FOR AS LONG AS TWO YEARS AND A FINE OF AS MUCH AS \$10,000.

WARNINGS TO PARTIES: FAILURE TO OBEY A COURT ORDER FOR CHILD SUPPORT OR FOR POSSESSION OF OR ACCESS TO A CHILD MAY RESULT IN FURTHER LITIGATION TO ENFORCE THE ORDER, INCLUDING CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

FAILURE OF A PARTY TO MAKE A CHILD SUPPORT PAYMENT TO THE PLACE AND IN THE MANNER REQUIRED BY A COURT ORDER MAY RESULT IN THE PARTY'S NOT RECEIVING CREDIT FOR MAKING THE PAYMENT.

FAILURE OF A PARTY TO PAY CHILD SUPPORT DOES NOT JUSTIFY DENYING THAT PARTY COURT-ORDERED POSSESSION OF OR ACCESS TO A CHILD. REFUSAL BY A PARTY TO ALLOW POSSESSION OF OR ACCESS TO A CHILD DOES NOT JUSTIFY FAILURE TO PAY COURT-ORDERED CHILD SUPPORT TO THAT PARTY.

Division of Marital Estate

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 and the child of the marriage.

Property to Husband

IT IS ORDERED AND DECREED that the husband, RONALD J. TOYE, 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. 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-2. All clothing, jewelry, and other personal effects 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.

H-4. The sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of the husband's past, present, or future employment.

H-5. The individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits in the husband's name.

Property to Wife

IT IS ORDERED AND DECREED that the wife, ANDREA L. TOYE, 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. 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-2. All clothing, jewelry, and other personal effects 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.

W-4. The sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of the wife's past, present, or future employment.

W-5. The individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits in the wife's name.

Division of Debt

Debts to Husband

IT IS ORDERED AND DECREED that the husband, RONALD J. TOYE, 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. The following debts, charges, liabilities, and obligations:

- a. Any and all debt owed to Chicano Autos for the repossessed Suzuki;

b. Debt owed to any account which stands in his name unless stated otherwise in this Decree.

H-2. Any and all debts, charges, liabilities, and other obligations incurred solely by the husband from and after NOVEMBER 10, 2006 unless express provision is made in this decree to the contrary.

H-3. All encumbrances, ad valorem taxes, liens, assessments, or other charges due or to become due on the real and personal property awarded to the husband in this decree unless express provision is made in this decree to the contrary.

Debts to Wife

IT IS ORDERED AND DECREED that the wife, ANDREA L. TOYE, 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. The following debts, charges, liabilities, and obligations:

a. Debt owed to any account which stands in her name unless stated otherwise in this Decree.

W-2. Any and all debts, charges, liabilities, and other obligations incurred solely by the wife from and after NOVEMBER 10, 2006 unless express provision is made in this decree to the contrary.

W-3. All encumbrances, ad valorem taxes, liens, assessments, or other charges due or to become due on the real and personal property awarded to the wife in this decree 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.

Attorney's Fees

To effect an equitable division of the estate of the parties and as a part of the division, and for services rendered in connection with conservatorship and support of the child, each party shall be responsible for his or her own attorney's fees, expenses, and costs incurred as a result of legal representation in this case.

Treatment/Allocation of Community Income for Year of Divorce

IT IS ORDERED AND DECREED that, for the calendar year 2007, each party shall file an individual income

tax return in accordance with the Internal Revenue Code.

IT IS ORDERED AND DECREED that for calendar year 2007, 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 2007 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, 2008. As requested information becomes available after that date, it shall be provided within ten days of receipt.

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

Respondent, RONALD J. TOYE, is hereby ORDERED to pay court cost in the amount of \$268.00 directly to the Tarrant County District Clerk by no later than 30 days following the date of this order.

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.

Release of Attorney

The Court finds that the attorney of record has fulfilled his obligations with respect to his client and in this cause of action, and upon entry of this order the attorney shall be released as attorney of record herein.

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

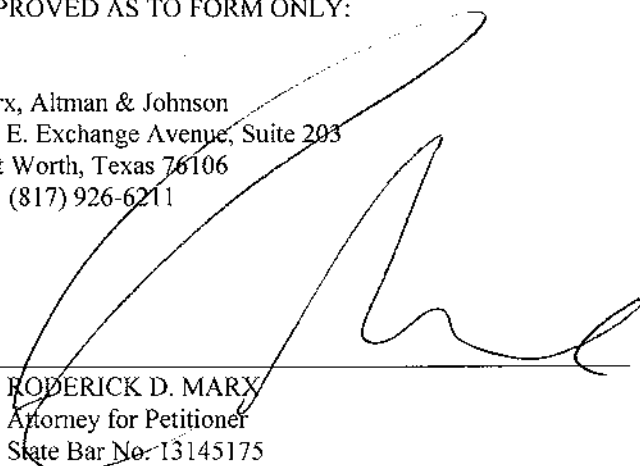
SIGNED on July 17, 2007


JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

Marx, Altman & Johnson
131 E. Exchange Avenue, Suite 203
Fort Worth, Texas 76106
Tel: (817) 926-6211

By:


FREDERICK D. MARX
Attorney for Petitioner
State Bar No. 13145175

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:


ANDREA L. TOYE, Petitioner


RONALD J. TOYE, Respondent

(cc: Atty ~~in person~~)
Resp in person)