

**IN THE INTEREST OF**

**RONALD J. TOYE**

**A CHILD**

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**IN THE DISTRICT COURT**

**360TH JUDICIAL DISTRICT**

**TARRANT COUNTY, TEXAS**

**ORDER IN SUIT TO MODIFY PARENT-CHILD RELATIONSHIP**

On this date, the Court heard this case.

*Appearances*

Petitioner, RONALD J. TOYE, appeared in person and through attorney of record, ANDREW J. ANDERSON, and announced an agreement has been reached.

Respondent, ANDREA L. (TOYE) DOMBROWSKI, has made a general appearance and has agreed to the terms of this order, to the extent permitted by law, as evidenced by Respondent's and Respondent's attorney of record's signatures below.

Intervenor, TARRANT COUNTY IV-D CHILD SUPPORT MONITORING PROGRAM has made a general appearance and has agreed to the terms of this order, to the extent permitted by law, as evidenced by the attorney of record's signature below.

*Consent by Person with Right to Designate Primary Residence*

ANDREA L. (TOYE) DOMBROWSKI, who has the exclusive right to designate the primary residence of the child, has consented to the terms of this order as evidenced by ANDREA L. (TOYE) DOMBROWSKI's signature below.

*Jurisdiction*

The Court, after examining the record and the evidence and argument of counsel, finds that it has jurisdiction of this case and of all the parties and that no other court has continuing, exclusive jurisdiction of this case. All persons entitled to citation were properly cited.

### *Jury*

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

### *Record*

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

### *Child*

The Court finds that the following child is the subject of this suit:

Name: RONALD J. TOYE  
Sex: Male  
Birth date: May 31, 2004  
Home state: Texas  
Social Security number: XXX-XX-X308

### *Findings*

The Court finds that the material allegations in the petition to modify are true and that the requested modification is in the best interest of the child. IT IS ORDERED that the requested modification is GRANTED.

### *Parenting Plan*

The Court finds that the provisions in these orders relating to the rights and duties of the parties with relation to the child, possession of and access to the child, child support, and optimizing the development of a close and continuing relationship between each party and the child constitute the parties' agreed parenting plan.

### *Conservatorship*

The Court finds that the following orders are in the best interest of the child.

IT IS ORDERED that RONALD J. TOYE and ANDREA L. (TOYE) DOMBROWSKI are removed as managing conservators and that RONALD J. TOYE and ANDREA L. (TOYE) DOMBROWSKI are appointed Joint Managing Conservators of the following child: RONALD J.

TOYE.

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) DOMBROWSKI, 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 and ANDREA L. (TOYE)

DOMBROWSKI, 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 his 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, during her periods of possession, ANDREA L. (TOYE) DOMBROWSKI, 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 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. the independent right to make decisions concerning the child's education;
6. except as provided by section 264.0111 of the Texas Family Code, the independent right to the services and earnings of the child;
7. 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
8. 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 parent.

IT IS ORDERED that ANDREA L. (TOYE) DOMBROWSKI, 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 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;
4. the independent right to represent the child in legal action and to make other decisions of substantial legal significance concerning the child;
5. the independent right to consent to marriage and to enlistment in the armed forces of the United States;
6. the independent right to make decisions concerning the child's education;
7. except as provided by section 264.0111 of the Texas Family Code, the independent right to the services and earnings of the child;
8. 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
9. 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.

The Court finds that, in accordance with section 153.001 of the TEXAS FAMILY CODE, it is the public policy of Texas to assure that children will have frequent and continuing contact with parents who have shown the ability to act in the best interest of the child, to provide a safe, stable, and nonviolent environment for the child, and to encourage parents to share in the rights and duties of raising their child after the parents have separated or dissolved their marriage. The parties agree and IT IS ORDERED that the primary residence of the child shall be restricted to the White Settlement

Independent School District for the remainder of the 2009/2010 school year; and then it is ORDERED that the child's residence shall be restricted to the Keller Independent School District. The parties shall not remove the child from either of these locations for the purpose of changing the child's primary residence until modified by further order of the court of continuing jurisdiction or by written agreement signed by the parties and filed with the court.

*Possession and Access*

1. *Possession Order*

The Court finds that the following provisions of this 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 Possession Order. IT IS ORDERED that this Possession Order is effective immediately and applies to all periods of possession occurring on and after the date the Court signs this Possession Order. IT IS, THEREFORE, ORDERED:

(a) Definitions

1. In this 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 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 Possession Order.

(c) Weekend and Weekday Possession

FATHER shall have the right to possession of the child as follows:

1. Weekends-Every other weekend, beginning at the time the child's school is regularly dismissed (or 6:00 p.m. in the summer when school is not in session) on every other Friday beginning February 5, 2010, and ending at the time the child's school resumes on Monday after the weekend.

2. Wednesdays and Thursdays – On Wednesday and Thursday of every week beginning at the time the child's school is regularly dismissed on Wednesday and ending at the time the child's school resumes (or 6:00 p.m. in the summer when school is not in session) on the following Friday.

3. Spring Break in Odd-Numbered Years - In odd-numbered years, beginning at the time the child's school is regularly dismissed 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.

MOTHER shall have the right to possession of the child as follows:

1. Weekends – Every other weekend, beginning at the time the child's school is regularly dismissed (or 6:00 p.m. in the summer when school is not in session) on every other Friday beginning February 12, 2010, and ending at the time the child's school resumes on Monday after the weekend.

2. Mondays and Tuesdays – On Monday and Tuesday of every week beginning at the time the child's school is regularly dismissed (or 7:00 a.m. in the summer when school is not in session) on Monday and ending at the time the child's school resumes on the following Wednesday.

3. Spring Break in Even-Numbered Years - In even-numbered years, beginning at the time the child's school is regularly dismissed 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.

IT IS ORDERED that in calculating these weekend and weekday periods of possession, the periods shall continue to count for the purposes of alternating them even if they are superseded by Spring Break, Extended Summer, or Holiday periods of possession.

(d) Extended Summer Possession

The parties agree, and it is Ordered that each parent shall have the option of designating fourteen consecutive days for extended summer possession. As such, it is Ordered that in odd years mother is to elect her extended summer possession by May 1<sup>st</sup> and Father by May 15<sup>th</sup>, and in even years, Father is to elect his extended summer possession by May 1<sup>st</sup>, and Mother is to elect by May 15<sup>th</sup>.

The designating parent shall then have possession of the child for fourteen consecutive days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later the day before the child's school resumes at the end of the summer vacation in that year. It is Ordered that each period of possession begins and ends at 6:00 p.m. on each applicable day, as



specified in the written notice. It is Ordered that the Mother's period of extended summer possession shall not interfere with Father's Day Weekend.

(e) Holidays Unaffected by Distance

Notwithstanding these weekend and weekday periods of possession of ANDREA L. (TOYE) DOMBROWSKI, RONALD J. TOYE and ANDREA L. (TOYE) DOMBROWSKI shall have the right to possession of the child as follows:

1. Christmas Holidays in Even-Numbered Years - In even-numbered years, ANDREA L. (TOYE) DOMBROWSKI shall have the right to possession of the child beginning at the time the child's school is regularly dismissed on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 28, and RONALD J. TOYE shall have the right to possession of the child beginning at noon on December 28 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, RONALD J. TOYE shall have the right to possession of the child beginning at the time the child's school is regularly dismissed on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 28, and ANDREA L. (TOYE) DOMBROWSKI shall have the right to possession of the child beginning at noon on December 28 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, ANDREA L. (TOYE) DOMBROWSKI shall have the right to possession of the child beginning at the time the child's school is regularly dismissed 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, RONALD J. TOYE shall have the right to possession of the child beginning at the time the child's school is regularly dismissed 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 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) DOMBROWSKI's residence and return the child to that same place.

7. Mother's Day Weekend - ANDREA L. (TOYE) DOMBROWSKI shall have the right to possession of the child each year, beginning at the time the child's school is regularly dismissed on the Friday preceding Mother's Day and ending at the time the child's school resumes after Mother's Day, provided that if ANDREA L. (TOYE) DOMBROWSKI 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

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

(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 RONALD J. TOYE - RONALD J. TOYE is ORDERED to surrender the child to ANDREA L. (TOYE) DOMBROWSKI at the beginning of each period of ANDREA L. (TOYE) DOMBROWSKI's possession at the residence of RONALD J. TOYE.

If a period of possession by ANDREA L. (TOYE) DOMBROWSKI begins at the time the child's school is regularly dismissed, RONALD J. TOYE is ORDERED to surrender the child to ANDREA L. (TOYE) DOMBROWSKI at the beginning of each such period of possession at the school in which the child is enrolled. If the child is not in school, ANDREA L. (TOYE) DOMBROWSKI shall pick up the child at the residence of RONALD J. TOYE at 6:00 p.m., and RONALD J. TOYE is ORDERED to surrender the child to ANDREA L. (TOYE) DOMBROWSKI at the residence of RONALD J. TOYE at 6:00 p.m. under these circumstances, unless it is a Monday (weekend and weekday possession) when the child is not in school and on those days it shall be 7:00 a.m. Monday morning.

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

If a period of possession by ANDREA L. (TOYE) DOMBROWSKI ends at the time the child's school resumes, ANDREA L. (TOYE) DOMBROWSKI is ORDERED to surrender the child to RONALD J. TOYE at the end of each such period of possession at the school in which the child is enrolled or, if the child is not in school, at the residence of RONALD J. TOYE at 6:00 p.m.

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

4. Return of Child by RONALD J. TOYE - RONALD J. TOYE is ORDERED to return the child to ANDREA L. (TOYE) DOMBROWSKI, if ANDREA L. (TOYE) DOMBROWSKI is entitled to possession of the child, at the end of each of RONALD J. 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. Notice to School and RONALD J. TOYE - If ANDREA L. (TOYE) DOMBROWSKI's time of possession of the child ends at the time school resumes and for any reason the child is not or will not be returned to school, ANDREA L. (TOYE) DOMBROWSKI shall immediately notify the school and RONALD J. TOYE that the child will not be or has not been returned to school.

This concludes the Possession Order.

3. *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.

4. *Termination of Orders*

The provisions of this order relating to conservatorship, possession, or access terminate on the remarriage of RONALD J. TOYE to ANDREA L. (TOYE) DOMBROWSKI 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) DOMBROWSKI child support of \$460.00 per month, with the first payment being due and payable on February 1, 2010 and a like payment being due and payable on the March 1, 2010.

Due to the equalized possession periods of the parties, the Court finds and Orders that no additional Court Ordered child support (other than medical support herein below) is ordered payable by either party after March 31, 2010. Therefore, the Court finds and Orders that neither RONALD J. TOYE nor ANDREA L. (TOYE) DOMBROWSKI, who are the joint managing conservators of the child, are ordered to pay child support for the child in this suit after March 31, 2010. The Court finds that this is in the child's best interests.

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 order 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 order, 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) DOMBROWSKI 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) DOMBROWSKI 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) DOMBROWSKI, RONALD J. TOYE, or an attorney representing ANDREA L. (TOYE) DOMBROWSKI 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 RONALD J. TOYE and ANDREA L. (TOYE) DOMBROWSKI shall each provide medical support for the child as set out in this order as additional child support for as long as the Court may order RONALD J. TOYE and ANDREA L. (TOYE) DOMBROWSKI to provide support for the child under sections 154.001 and 154.002 of the TEXAS FAMILY CODE. Beginning on the day RONALD J. TOYE and ANDREA L. (TOYE) DOMBROWSKI'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 RONALD J. TOYE and ANDREA L. (TOYE) DOMBROWSKI are 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 health insurance coverage for a child that does not

exceed 9 percent of the obligor's annual resources, as described by section 154.062(b) of the TEXAS FAMILY CODE, if the obligor is responsible under a medical support order for the cost of health insurance coverage for only one child. If the obligor is responsible under a medical support order for the cost of health insurance coverage for more than one child, "reasonable cost" means the total cost of health insurance coverage for all children for which the obligor is responsible under a medical support order that does not exceed 9 percent of the obligor's annual resources, as described by section 154.062(b) of the TEXAS FAMILY CODE.

"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 of age or older either to the recipient or to a person who is eighteen years of age 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. Findings on Health Insurance Availability - IT IS FOUND:

Health insurance is available or is in effect for the child through RONALD J. TOYE's employment or membership in a union, trade association, or other organization at a reasonable cost.

IT IS FURTHER FOUND that the following orders regarding health-care coverage are in the best interest of the child.

4. Provision of Health-Care Coverage -

As additional child support, RONALD J. TOYE is ORDERED to continue to maintain health insurance for the child who is the subject of this suit that covers basic health-care services, including usual physician services, office visits, hospitalization, laboratory, X-ray, and emergency services.

RONALD J. TOYE is ORDERED to maintain such health insurance in full force and effect on the child who is the subject of this suit as long as child support is payable for that child. RONALD J. TOYE is ORDERED to convert any group insurance to individual coverage or obtain other health insurance for the child within fifteen days of termination of his employment or other disqualification from the group insurance. RONALD J. TOYE is ORDERED to exercise any conversion options or acquisition of new health insurance in such a manner that the resulting insurance equals or exceeds that in effect immediately before the change.

RONALD J. TOYE is ORDERED to furnish ANDREA L. (TOYE) DOMBROWSKI a true and correct copy of the health insurance policy or certification and a schedule of benefits within 15 days of the signing of this order. RONALD J. TOYE is ORDERED to furnish ANDREA L. (TOYE) DOMBROWSKI the insurance cards and any other forms necessary for use of the insurance within 15 days of the signing of this order. RONALD J. TOYE is ORDERED to provide, within three days of receipt by him, to ANDREA L. (TOYE) DOMBROWSKI any insurance checks, other payments, or explanations of benefits relating to any medical expenses for the child that ANDREA L. (TOYE)



DOMBROWSKI paid or incurred.

Pursuant to section 1504.051 of the TEXAS INSURANCE CODE, IT IS ORDERED that if RONALD J. TOYE is eligible for dependent health coverage but fails to apply to obtain coverage for the child, the insurer shall enroll the child on application of ANDREA L. (TOYE) DOMBROWSKI or others as authorized by law.

Pursuant to section 154.183(c) of the TEXAS FAMILY CODE, the reasonable and necessary health-care expenses of the child that are not reimbursed by health insurance are allocated as follows:

ANDREA L. (TOYE) DOMBROWSKI is ORDERED to pay 50 percent and RONALD J. TOYE is ORDERED to pay 50 percent of the unreimbursed health-care expenses if, at the time the expenses are incurred, RONALD J. TOYE is providing health insurance as ordered.

The party who incurs a health-care expense on behalf of the child is ORDERED to submit to the other party all forms, receipts, bills, and statements reflecting the uninsured portion of the health-care expenses within thirty days after he or she receives them. The nonincurring party is ORDERED to pay his or her percentage of the uninsured portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the incurring party for any advance payment exceeding the incurring party's percentage of the uninsured portion of the health-care expenses within thirty days after the nonincurring party receives the forms, receipts, bills, or statements.

These provisions apply to all unreimbursed health-care expenses of the child who is the subject of this suit that are incurred while child support is payable for the child.

5. Secondary Coverage - IT IS 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 any 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 insurance procedures or requirements, IT IS ORDERED that the party failing to follow the insurance 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 and 1504.055(a) of the TEXAS INSURANCE CODE, IT IS ORDERED that the party who is not carrying the health insurance policy covering the child, at that party's option or others as authorized by law, may file any claims for health-care expenses directly with the insurance carrier with and from whom coverage is provided for the benefit of the child and receive payments directly from the insurance company. Further, for the sole purpose of section 1204.251 of the TEXAS INSURANCE CODE, ANDREA L. (TOYE) DOMBROWSKI is designated the managing conservator

or possessory conservator of the child.

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 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 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. 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.

*Miscellaneous Child Support Provisions*

Support as Obligation of Estate

IT IS ORDERED that the provisions for child support in this order shall be an obligation of

the estate of RONALD J. TOYE and shall not terminate on the death of RONALD J. TOYE. Payments received for the benefit of the child, including payments from the Social Security Administration, Department of Veterans Affairs or other governmental agency or life insurance proceeds, annuity payments, trust distributions, or retirement survivor benefits, shall be a credit against this obligation. Any remaining balance of the child support is an obligation of RONALD J. TOYE's estate.

#### Termination of Orders on Remarriage of Parties

The provisions of this order relating to current child support terminate on the remarriage of RONALD J. TOYE to ANDREA L. (TOYE) DOMBROWSKI unless a nonparent or agency has been appointed conservator of the child under chapter 153 of the TEXAS FAMILY CODE. An obligation to pay child support under this order does not terminate on the death of ANDREA L. (TOYE) DOMBROWSKI but continues as an obligation to RONALD J. TOYE.

#### *Income Taxes*

The parties agree, and the Court Orders that ANDREA L. (TOYE) DOMBROWSKI will have the right, in accordance with section 152(e)(2) of the INTERNAL REVENUE CODE, to claim the dependency exemption for the child, RONALD J. TOYE, for the purpose of federal income taxes for tax years: 2010 and 2013. Further, starting, and including tax year 2013, ANDREA L. (TOYE) DOMBROWSKI shall have all **odd** years thereafter.

The parties agree, and the Court Orders that RONALD J. TOYE will have the right, in accordance with section 152(e)(2) of the INTERNAL REVENUE CODE, to claim the dependency exemption for the child, RONALD J. TOYE, for the purpose of federal income taxes for tax years: 2011 and 2012. Further, starting, and including tax year 2012, RONALD J. TOYE shall have all **even** years thereafter.

The Court Orders that each parent shall sign and deliver to the other parent, within ten business days after any written request, any and all forms necessary to effectuate this agreement.

*Required Information*

The information required for each party by section 105.006(a) of the TEXAS FAMILY CODE is as follows:

Name:	RONALD J. TOYE
Social Security number:	XXX-XX-X027
Driver's license number:	XXXXXX312 Issuing state: Texas
Current residence address:	820 Perry Drive, White Settlement, TX 76108
Mailing address:	820 Perry Drive, White Settlement, TX 76108
Home telephone number:	817-987-7890
Name of employer:	Independent Environmental Services, Inc. (IESI)
Address of employment:	2120 Minnis Drive, Haltom City, Texas 76117
Work telephone number:	817-834-6638

Name:	ANDREA L. (TOYE) DOMBROWSKI
Social Security number:	XXX-XX-X937
Driver's license number:	XXXXXX793 Issuing state: Texas
Current residence address:	4515 S. Parkhaven Drive #432, Fort Worth, Texas 76137
Mailing address:	4515 S. Parkhaven Drive #432, Fort Worth, Texas 76137
Home telephone number:	817-986-6578
Name of employer:	Kenneth Copeland Ministries
Address of employment:	14355 Morris-Dido Road, Newark Texas 76071
Work telephone number:	817-252-2700

*Required Notices*

EACH PERSON WHO IS A PARTY TO THIS ORDER IS ORDERED TO NOTIFY EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY OF ANY CHANGE IN THE PARTY'S CURRENT RESIDENCE ADDRESS, MAILING ADDRESS, HOME TELEPHONE NUMBER, NAME OF EMPLOYER, ADDRESS OF EMPLOYMENT, DRIVER'S LICENSE NUMBER, AND WORK TELEPHONE NUMBER. THE PARTY IS ORDERED TO GIVE NOTICE OF AN INTENDED CHANGE IN ANY OF THE REQUIRED INFORMATION TO EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY ON OR

BEFORE THE 60TH DAY BEFORE THE INTENDED CHANGE. IF THE PARTY DOES NOT KNOW OR COULD NOT HAVE KNOWN OF THE CHANGE IN SUFFICIENT TIME TO PROVIDE 60-DAY NOTICE, THE PARTY IS ORDERED TO GIVE NOTICE OF THE CHANGE ON OR BEFORE THE FIFTH DAY AFTER THE DATE THAT THE PARTY KNOWS OF THE CHANGE.

THE DUTY TO FURNISH THIS INFORMATION TO EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY CONTINUES AS LONG AS ANY PERSON, BY VIRTUE OF THIS ORDER, IS UNDER AN OBLIGATION TO PAY CHILD SUPPORT OR ENTITLED TO POSSESSION OF OR ACCESS TO A CHILD.

FAILURE BY A PARTY TO OBEY THE ORDER OF THIS COURT TO PROVIDE EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY WITH THE CHANGE IN THE REQUIRED INFORMATION 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.

Notice shall be given to the other party by delivering a copy of the notice to the party by registered or certified mail, return receipt requested. Notice shall be given to the Court by delivering a copy of the notice either in person to the clerk of this Court or by registered or certified mail addressed to the clerk. Notice shall be given to the state case registry by mailing a copy of the notice to State Case Registry, Contract Services Section, MC046S, P.O. Box 12017, Austin, Texas 78711-2017.

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*

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.

*Attorney's Fees*

IT IS ORDERED that attorney's fees are to be borne by the party who incurred them.

*Costs*

IT IS ORDERED that costs of court are to be borne by the party who incurred them.

*Discharge from Discovery Retention Requirement*

IT IS ORDERED 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.

*Relief Not Granted*

IT IS ORDERED that all relief requested in this case and not expressly granted is denied. All other terms of the prior orders not specifically modified in this order shall remain in full force and effect.

*Date of Order*

SIGNED on

3/30/10



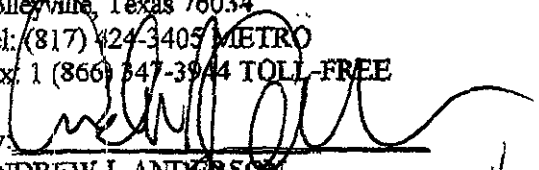
JUDGE PRESIDING



APPROVED AS TO FORM ONLY:

**ANDERSON LEGAL GROUP, P.C.**

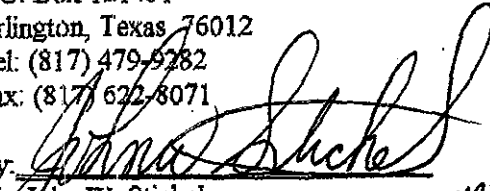
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Fax: 1 (866) 847-3944 TOLL-FREE

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By: 

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Staff Attorney

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

RONALD J. TOYE, PETITIONER

Andrea Toye Dombrowski  
ANDREA L. (TOYE) DOMBROWSKI, RESPONDENT

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:



RONALD J. TOYE, PETITIONER

ANDREA L. (TOYE) DOMBROWSKI, RESPONDENT