

300-419539-07  
CAUSE NO.: 322-416537-07

IN THE INTEREST OF

RONALD J. TOYE IV

A CHILD

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§  
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§  
§

IN THE DISTRICT COURT

322<sup>nd</sup> JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

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**AGREED UPON FINAL ORDER IN SUIT AFFECTING THE PARENT-CHILD  
RELATIONSHIP**

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On 30<sup>th</sup> day of November, 2012 the Court heard this case.

***Appearances***

Petitioner, ANDREA Sedlemeyer appeared in person and through attorney of record, Kate Stone, and announced ready for trial.

Respondent, RONALD J. TOYE II waived issuance and service of citation by waiver duly filed. He has agreed to the terms of this order, to the extent permitted by law, as evidenced by Respondent'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***

SEDELMAYER-TOYE FINAL ORDER IN SUIT AFFECTING THE PARENT-CHILD RELATIONSHIP Page 2

COURT'S MINUTES  
TRANSACTION # 68

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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: 5/31/2004  
County of residence: Tarrant

***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 and that approved and ordered by the court.

***Conservatorship***

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

IT IS ORDERED that ANDREA SEDLEMEYER and RONALD J. TOYE III are removed as managing conservators and that ANDREA SEDLEMEYER is appointed Sole Managing Conservator and RONALD J. TOYE III is appointed Possessory Conservator of the following child: RONALD J. TOYE IV

IT IS ORDERED that, at all times, ANDREA SEDLEMEYER as a parent sole managing conservator and RONALD J. TOYE III, as a parent possessory conservator, shall each 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 SEDLEMEYER as a parent sole managing conservator, and RONALD J. TOYE III as a parent possessory conservator, 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 their respective periods of possession, ANDREA SEDLEMEYER as a parent sole managing conservator and RONALD J. TOYE III as a parent possessory conservator, shall each 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 SEDLEMEYER as parent sole managing conservator shall have the following exclusive rights and duty:

1. the right to designate the primary residence of the child with a geographical restriction of the child's primary residence to Tarrant County or any contiguous county. The previous restriction of the child's primary residence to Keller ISD is at the signing of this order abolished;
2. the right to consent to medical, dental, and surgical treatment involving invasive procedures;
3. the right to consent to psychiatric and psychological treatment of the child;
4. the 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 right to represent the child in legal action and to make other decisions of substantial legal significance concerning the child;
6. the right to consent to marriage and to enlistment in the armed forces of the United States;
7. the right to make decisions concerning the child's education;
8. except as provided by section 264.0111 of the Texas Family Code, the 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 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 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.

If ANDREA SEDLEMEYER applies for a passport for the child, she is ORDERED to notify the other conservator of that fact no later than 30 days after the application.

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, as follows:

***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 Possessory Conservator resides 100 miles or less from the primary residence of the child, Possessory Conservator shall have the right to possession of the child as follows:

***Ronald J. Toye III's Periods of Possession***

**1. Weekends—**

On weekends that occur during the regular school term, 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.

On weekends that do not occur during the regular school term, 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 Possessory Conservator 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 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 Possessory Conservator***—

With Written Notice by April 1—If Possessory Conservator gives Sole Managing Conservator written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Possessory Conservator 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 Possessory Conservator does not give Sole Managing Conservator written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Possessory Conservator 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.

***Andrea Sedlemeyer's Periods of Possession***

Notwithstanding the Thursday periods of possession during the regular school term and the weekend periods of possession ORDERED for Possessory Conservator, it is explicitly ORDERED that Sole Managing Conservator 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 Sole Managing Conservator**—If Sole Managing Conservator gives Possessory Conservator written notice by April 15 of a year, Sole Managing Conservator 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 Possessory Conservator in that year, provided that Sole Managing Conservator picks up the child from Possessory Conservator and returns the child to that same place .

3. **Extended Summer Possession by Sole Managing Conservator**—If Sole Managing Conservator gives Possessory Conservator written notice by April 15 of a year or gives Possessory Conservator fourteen days' written notice on or after April 16 of a year, Sole Managing Conservator 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 Possessory Conservator shall not take place in that year, provided that the weekend so designated does not interfere with Possessory Conservator'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 Possessory Conservator resides more than 100 miles from the residence of the child, Possessory Conservator shall have the right to possession of the child as follows:

1. Weekends—Unless Possessory Conservator elects the alternative period of weekend possession described in the next paragraph, Possessory Conservator shall have the right to possession of the child on weekends that occur during the regular school term, 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, and on weekends that do not occur during the regular school term, 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 Possessory Conservator 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, Possessory Conservator shall have the right to possession of the child not more than one weekend per month of Possessory Conservator'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 Possessory Conservator 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. Possessory Conservator may elect an option for this alternative period of weekend possession by giving written notice to Sole Managing Conservator within ninety days after the parties begin to reside more than 100 miles apart. If Possessory Conservator makes this election, Possessory Conservator shall give Sole Managing Conservator 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 Possessory Conservator—

With Written Notice by April 1—If Possessory Conservator gives Sole Managing Conservator written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Possessory Conservator 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 Possessory Conservator does not give Sole Managing Conservator written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Possessory Conservator 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 Possessory Conservator, it is explicitly ORDERED that Sole Managing Conservator shall have a superior right of possession of the child as follows:

1. Summer Weekend Possession by Sole Managing Conservator—If Sole Managing Conservator gives Possessory Conservator written notice by April 15 of a year, Sole Managing Conservator 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 Possessory Conservator during Possessory Conservator's extended summer possession in that year, provided that if a period of possession by Possessory Conservator in that year exceeds thirty days, Sole Managing Conservator may have possession of the child under the terms of this provision on any two nonconsecutive weekends during that period and provided that Sole Managing Conservator picks up the child from Possessory Conservator 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 Sole Managing Conservator—If Sole Managing Conservator gives Possessory Conservator written notice by April 15 of a year, Sole Managing Conservator 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 Possessory Conservator shall not have possession of the child, provided that the period or periods so designated do not interfere with Possessory Conservator'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 Possessory Conservator, Sole Managing Conservator and Possessory Conservator shall have the right to possession of the child as follows:

1. ***Christmas Holidays in Even-Numbered Years***—In even-numbered years, Possessory Conservator 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 28, and Sole Managing Conservator 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, Sole Managing Conservator 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 28, and Possessory Conservator 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 the child's school resumes after that Christmas school vacation.

3. ***Thanksgiving in Odd-Numbered Years***—In odd-numbered years, Possessory Conservator 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/the time the child's school resumes after that Thanksgiving holiday.

4. ***Thanksgiving in Even-Numbered Years***—In even-numbered years, Sole Managing Conservator 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 conservator is not otherwise entitled under this Standard Possession Order to present possession of the child on the child's birthday, that conservator 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 conservator picks up the child from the designated meeting place at the agreed upon time and returns the child to that same place.

6. ***Father's Day Weekend***—Father 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 Father is not otherwise entitled under this Standard Possession Order to present possession of the child, he shall pick up the child from the other conservator's residence and return the child to that same place.

7. ***Mother's Day Weekend***—Mother 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 Mother is not otherwise entitled under this Standard Possession Order to present possession of the child, she shall pick up the child from the other conservator's residence and return the child to that same place.

(f) ***Undesignated Periods of Possession***

The sole Managing Conservator shall have the right of possession of the child at all other times not specifically designated in this Standard Possession Order for Possessory Conservator.

For purposes of this order, the term “electronic communication” means any communication facilitated by the use of any wired or wireless technology via the Internet or any other electronic media. The term includes communication facilitated by the use of a telephone, electronic mail, instant messaging, videoconferencing, or webcam.

IT IS ORDERED that each conservator shall have electronic communication with the child to supplement their periods of possession as follows

IT IS ORDERED that each conservator shall:

1. provide the other conservators with the e-mail addresses and other electronic communication access information of the child within 7 days after the Court signs this order;
2. notify the other conservator of any change in the e-mail address or other electronic communication access information not later than twenty-four hours after the date the change takes effect; and
3. if necessary equipment is reasonably available, accommodate electronic communication with the child with the same privacy, respect, and dignity accorded all other forms of access, at a reasonable time and for a reasonable duration subject to any limitation provided in this order.

The Court finds that RONALD J. TOYE III has a history or pattern of committing family violence during the two-year period preceding the filing of this suit or during the pendency of this suit. The Court further finds that awarding RONALD J. TOYE III access to the child would not endanger the child’s physical health or emotional welfare and would be in the best interest of

the child. IT IS THEREFORE ORDERED as follows:

1. All exchanges of possession of the child shall occur at the following address:

an agreed upon location

2. RONALD J. TOYE III shall abstain from the consumption of alcohol or any controlled substance within the twelve hours before and during the period of access to the child.

3. RONALD J. TOYE III shall continue to attend and anger management with Blair Moore at 817-917-2267 and shall provide proof of such attendance to the Court within 60 days of this order by filing a certificate or validation of treatment with the court clerk on the 3<sup>rd</sup> floor of the family law building.

### ***Child Support***

In accordance with Texas Family Code section 154.130, the Court makes the following findings and conclusions regarding the child support order made in open court in this case on the day of the signing of this Final Agreed Upon Order:

1. the application of the percentage guidelines in this case would be unjust or inappropriate;

2. the amount of net resources available to RONALD J. TOYE III per month is \$ 3,200.00;

3. the amount of net resources available to ANDREA SEDLEMEYER per month is \$ 4300.00;

4. the specific reasons that the amount of support per month ordered by the Court varies from the amount computed by applying the percentage guidelines of section 154.125 of the Texas Family Code are:

- i. the above amount is satisfactory to and agreed upon by both parties



IT IS ORDERED that RONALD J. TOYE III has agreed to and is obligated to pay and shall pay to ANDREA SEDLEMEYER child support of \$450.00 per month, with the first payment being due and payable on December 1, 2012 and a like payment being due and payable on the 1<sup>st</sup> 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;

4. the child enlists in the armed forces of the United States and begins active service as defined by section 101 of title 10 of the United States Code; or

5. 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 III's obligation to pay child support to ANDREA SEDLEMEYER 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.

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

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of RONALD J. TOYE III 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 III, and it is hereby ORDERED that RONALD J. TOYE III pay the balance due directly to the state disbursement unit as specified below.

On this date the Court authorized the issuance of an Notice to Withhold Income for Child Support.

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 SEDLEMEYER for the support of the child.

IT IS FURTHER ORDERED that RONALD J. TOYE III shall notify this Court and RONALD J. TOYE III 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 ANDREA SEDLEMEYER and the name and address of her  
SEDLMEYER-TOYE FINAL ORDER IN SUIT AFFECTING THE PARENT-CHILD RELATIONSHIP 18 Page 2

current employer, whenever that information becomes available.

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 SEDLEMEYER, RONALD J. TOYE III, or an attorney representing ANDREA SEDLEMEYER or RONALD J. TOYE III, 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.

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.

IT IS ORDERED that RONALD J. TOYE III and ANDREA SEDLEMEYER 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 III and ANDREA SEDLEMEYER 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 III and ANDREA SEDLEMEYER'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 III and ANDREA SEDLEMEYER 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.

1. 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 responsible parent’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.

2. Findings on Health Insurance Availability—IT IS FOUND:

Health insurance is available or is in effect for the child through RONALD J. TOYE III’s employment or membership in a union, trade association, or other organization at a reasonable cost of \$ 80.00 monthly <sup>KS</sup>

IT IS FURTHER FOUND that the following orders regarding health-care coverage are in SEDLMEYER-TOYE FINAL ORDER IN SUIT AFFECTING THE PARENT-CHILD RELATIONSHIP — 29 Page

the best interest of the child.

3. Provision of Health-Care Coverage—

As additional child support, RONALD J. TOYE III 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 III 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 III 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 III 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 III is ORDERED to furnish ANDREA SEDLEMEYER and the Office of the Attorney General Child Support Division 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 III is ORDERED to furnish ANDREA SEDLEMEYER 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 III is ORDERED to provide, within three days of receipt by him to ANDREA SEDLEMEYER any insurance checks, other payments, or explanations of benefits relating to any medical expenses for the child that ANDREA SEDLEMEYER paid or incurred.

Pursuant to section 1504.051 of the Texas Insurance Code, IT IS ORDERED that if RONALD J. TOYE III 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 SEDLEMEYER 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 SEDLEMEYER is ORDERED to pay 50% percent and RONALD J. TOYE III is ORDERED to pay 50 % percent of the unreimbursed health-care expenses.

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. If the party who incurs a health-care expense on behalf of the child does not submit to the other party all forms, receipts, bills, and statements reflecting the uninsured portion of the health-care expenses *within thirty days* to the other party then they are responsible for the full uninsured portion. If the nonincurring party does not pay his or her percentage after receiving a copy of the expenses from the other party within thirty days of receiving it then that party is responsible for the uninsured portion and must pay it in full.

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.

4. 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.

5. Compliance with Insurance Company Requirements—Each party is ORDERED to conform to all requirements imposed by the terms and conditions of any policy of health insurance covering the child in order to assure maximum reimbursement or direct payment by any 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.

IT IS FURTHER ORDERED that no surgical procedure, other than in an emergency or one covered by insurance, shall be performed on the child unless the parent consenting to surgery has first consulted with at least two medical doctors, both of whom state an opinion that the surgery is medically necessary. IT IS FURTHER ORDERED that a parent who fails to obtain the required medical opinions before consent to surgery on the child shall be wholly responsible for all medical and hospital expenses incurred in connection therewith and not covered by insurance.

6. 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, 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 sections 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 SEDLEMEYER 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.

7. 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.



8. **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.**

**IT IS ORDERED** that the child support as prescribed in this order shall be exclusively discharged in the manner ordered and that any direct payments made by to RONALD J. TOYE or any expenditures incurred by RONALD J. TOYE during RONALD J. TOYE's periods of possession of or access to the child, as prescribed in this order, for food, clothing, gifts, travel, shelter, or entertainment are deemed in addition to and not in lieu of the support ordered in this order.

**IT IS ORDERED** that the provisions for child support in this order shall be an obligation of the estate of RONALD J. TOYE III and shall not terminate on the death of RONALD J. TOYE III. 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 III's estate.

**The provisions of this order relating to current child support terminate on the remarriage of RONALD J. TOYE III to ANDREA SEDLEMEYER 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 SEDLEMEYER but continues as an obligation to RONALD J. TOYE IV.

***Medical Notification***

Each party is ORDERED to inform the other party within 4 hours of any medical condition of the child requiring surgical intervention, hospitalization, or both.

Within 15 days after the Court signs this order, each party is ORDERED to execute—

1. all necessary releases pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and 45 C.F.R. section 164.508 to permit the other conservator to obtain health-care information regarding the child; and
2. for all health-care providers of the child, an authorization for disclosure of protected health information to the other conservator pursuant to the HIPAA and 45 C.F.R. section 164.508.

Each party is further ORDERED to designate the other conservator as a person to whom protected health information regarding the child may be disclosed whenever the party executes an authorization for disclosure of protected health information pursuant to the HIPAA and 45 C.F.R. section 164.508.

***Parent Education Anger Management and Co-Parenting Courses***

IT IS ORDERED that ANDREA SEDLEMEYER and RONALD J. TOYE III shall each individually register to attend the Co-Parenting class, specifically “The Children in the Middle Co-parenting Class” and can find information regarding registration for such a class at:

<http://www.childreninthemiddle.com/calendar.htm>

IT IS ORDERED that RONALD J. TOYE III shall register to attend CALM anger  
SEDLEMEYER-TOYE FINAL ORDER IN SUIT AFFECTING THE PARENT-CHILD RELATIONSHIP

management course. He may find more information about CALM by calling 817-626-6401.

On completion of the assigned courses, ANDREA SEDLEMEYER and RONALD J. TOYE shall each obtain a certificate of completion. The certificate must state the name of the participant; the name of the course provider; the date the course was completed; and whether the course was provided by personal instruction, videotape instruction, instruction through an electronic means, or a combination of those methods.

Within ten days after completion of that parent education and family stabilization course, ANDREA SEDLEMEYER and RONALD J. TOYE are each ORDERED to file a certification of completion or other comparable proof of completion of the course with the clerk of this Court and to mail a copy to the other party.

These courses are to be completed within 60 days of the signing of this Order.

IT IS ORDERED that each party shall pay for the costs of that party's own attendance at the course.

### ***Injunctive Relief***

The Court finds that, because of the conduct of RONALD J. TOYE III, a permanent injunction against him should be granted as appropriate relief because there is no adequate remedy at law.

The permanent injunction granted below shall be effective immediately and shall be binding on RONALD J. TOYE III; on his agents, servants, employees, and attorneys; and on those persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise.

IT IS ORDERED that RONALD J. TOYE III is permanently enjoined from:

Causing physical contact or bodily injury to ANDREA SEDLEMEYER, EMMA  
SEDLEMEYER-TOYE FINAL ORDER IN SUIT AFFECTING THE PARENT-CHILD RELATIONSHIP 27 Page

SEDLEMEYER or RONALD SEDLEMEYER, members of Andrea Sedlemeyer's household or threatening ANDREA SEDLEMEYER, EMMA SEDLEMEYER or RONALD SEDLEMEYER with imminent bodily injury.

Communicating in person, by telephone, or in writing with ANDREA SEDLEMEYER except for arranging visitation or notifying ANDREA SEDLEMEYER of circumstances affecting the best interest of the child or discussion of parenting strategies that would affect the best interest of the child.

Coming within 1000 feet of, entering, or remaining on the premises of the residence of ANDREA SEDLEMEYER, located at 7113 Shadow Bend Dr., Fort Worth, Texas 76137 or any future place of employment place of employment or for any purpose, except to exercise visitation granted in this order.

Interfering in any way with Managing Conservator's possession of the child or taking or retaining possession of the child, directly or in concert with other persons, except as permitted by order of the Court.

Coming within 1000 feet of, entering, or remaining on the premises of EMMA SEDLEMEYER's child's day-care facility, S.S. Noah, Golden Circle Drive, Keller, Texas or other day-care facility or school about which RONALD J. TOYE III receives written notice.

Using illegal or nonprescribed drugs in the presence of or during periods of possession or within 24 hours of scheduled possession.

Giving the child, the subject of the suit any alcoholic beverage or drugs not prescribed to the child by a doctor.

Petitioner and Respondent waive issuance and service of the writ of injunction, by stipulation or as evidenced by the signatures below. IT IS ORDERED that Petitioner and SEDLEMEYER-TOYE FINAL ORDER IN SUIT AFFECTING THE PARENT-CHILD RELATIONSHIP

Respondent shall be deemed to be duly served with the writ of injunction.

***Required Information***

The information required for each party by section 105.006(a) of the Texas Family Code is as follows:

Name:	ANDREA SEDLEMEYER
Social Security number:	xxx-xx-9937
Driver's license number and issuing state:	15799793
Current residence address:	7113 Shadow Bend Dr., Fort Worth, TX 76137
Mailing address:	7113 Shadow Bend Dr., Fort Worth, TX 76137
Home telephone number:	817-517-8359
Name of employer:	NA
Address of employment:	NA
Work telephone number:	NA

Name:	RONALD J. TOYE III
Social Security number:	xxx-xx-9027
Driver's license number and issuing state:	10954312
Current residence address:	820 Perry Drive, White Settlement, TX 76108
Mailing address:	820 Perry Drive, White Settlement, TX 76108
Home telephone number:	817-822-1389
Name of employer:	IESI
Address of employment:	2020 Minnis Drive, Haltom City, Texas 76117
Work telephone number:	817-834-6638

***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 of the court. 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.

***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.

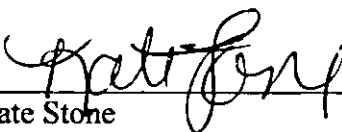
***Date of Order***

SIGNED on November 30, 2012.

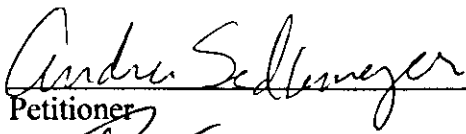
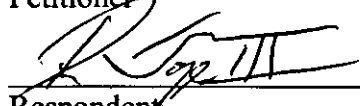
Cynthia Chendona  
aoccc JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

STICKELS & ASSOCIATES, P.C.  
770 North Fielder Road  
P. O. Box 121431  
Arlington, Texas 76012  
kate.stone@stickelslaw.com  
(817) 479-9282  
(817) 622-8071 FAX

By:   
Kate Stone  
State Bar No. 24075726  
ATTORNEY FOR ANDREA SEDLEMEYER

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

  
Petitioner  
  
Respondent