

**NOTICE: THIS DOCUMENT  
CONTAINS SENSITIVE DATA**

**NO. 2015-CI-02273**

<b>IN THE MATTER OF</b>	§	<b>IN THE DISTRICT COURT</b>
<b>THE MARRIAGE OF</b>	§	
	§	
<b>ANDREW GOSS</b>	§	
<b>AND</b>	§	<b>45<sup>th</sup> JUDICIAL DISTRICT</b>
<b>SHAKIA GOSS</b>	§	
	§	
<b>AND IN THE INTEREST OF</b>	§	
<b>D.I.G., D.K.G., A.R.G., A.S.G., A.L.G.,</b>	§	<b>BEXAR COUNTY, TEXAS</b>
<b>S.A.G., M.D.G., I.D.G. AND I.D.F.,</b>	§	
<b>CHILDREN</b>	§	

**FINAL DECREE OF DIVORCE**

On October 19, 2016-October 21, 2016 the Court heard this case.

*Appearances*

Petitioner, ANDREW GOSS, appeared in person and through attorney of record, Jason Rogers, and announced ready for trial.

Respondent, SHAKIA GOSS, appeared in person and through attorney of record, Daniel Sandoval, and announced ready for trial.

*Record*

The record of testimony was duly reported by the court reporter for the 45<sup>th</sup> Judicial District Court.

*Jurisdiction and Domicile*

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

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

*Jury*

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

*Divorce*

IT IS ORDERED AND DECREED that ANDREW GOSS, Petitioner, and SHAKIA GOSS, Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability.

*Children of the Marriage*

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

Name: D.I.G.

Sex: Male

Birth date: 02/11/1999

Home state: Texas

Name: A.R.G.

Sex: Female

Birth date: 01/24/2001

Home state: Texas

Name: D.K.G.

Sex: Male

Birth date: 12/07/2001

Home state: Texas

Name: A.S.G.

Sex: Female

Birth date: 04/02/2003

Home state: Texas

Name: A.L.G.

Sex: Male

Birth date: 01/26/2005

Home state: Texas

Name: S.A.G.

Sex: Female

Birth date: 11/29/2006

Home state: Texas

Name: M.D.G.

Sex: Male

Birth date: 02/25/2010

Home state: Texas

Name: I.D.G.

Sex: Female

Birth date: 12/14/2012

Home state: Texas

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

This Court finds that there was another Child born during the marriage, but this Child is

not a Child of the marriage. Therefore, ANDREW GOSS is not in any way responsible for the support of this Child and also has no rights to this Child. The Child is as follows:

Name: I.D.F.

Sex: Male

Birth date: 07/16/2016

Home state: Texas

*Parenting Plan*

The Court finds that the provisions in this decree relating to the rights and duties of the parties with relation to the children, possession of and access to the children, child support, and optimizing the development of a close and continuing relationship between each party and the children constitute the parenting plan established by the Court.

*Conservatorship*

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

IT IS ORDERED that ANDREW GOSS and SHAKIA GOSS are appointed Joint Managing Conservators of the following children: D.I.G., D.K.G., A.R.G., A.S.G., A.L.G., S.A.G., M.D.G., I.D.G. and I.D.F. The Court finds no credible evidence that exists that would cause the Court to do otherwise.

IT IS ORDERED that, at all times, SHAKIA GOSS, as a parent joint managing conservator, shall have the following rights:

1. the right to receive information from any other conservator of the children concerning the health, education, and welfare of the children;
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 children;

3. the right of access to medical, dental, psychological, and educational records of the children;
4. the right to consult with a physician, dentist, or psychologist of the children;
5. the right to consult with school officials concerning the children's welfare and educational status, including school activities;
6. the right to attend school activities;
7. the right to be designated on the children'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 children; and
9. the right to manage the estates of the children to the extent the estates have been created by the parent or the parent's family.

IT IS ORDERED that, at all times, ANDREW GOSS, as a parent joint managing conservator, shall have the following rights:

1. the right to receive information from any other conservator of the children concerning the health, education, and welfare of the children;
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 children;
3. the right of access to medical, dental, psychological, and educational records of the children;
4. the right to consult with a physician, dentist, or psychologist of the children;
5. the right to consult with school officials concerning the children's welfare and educational status, including school activities;
6. the right to attend school activities;
7. the right to be designated on the children'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 children; and
9. the right to manage the estates of the children to the extent the estates have been

created by the parent or the parent's family.

IT IS ORDERED that, at all times, ANDREW GOSS and SHAKIA GOSS, as parent joint managing conservators, shall each have the following duties:

1. the duty to inform the other conservator of the children in a timely manner of significant information concerning the health, education, and welfare of the children;

2. the duty to inform the other conservator of the children 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 children 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; and

3. the duty to inform the other conservator of the children if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established, or the conservator resides with or allows unsupervised access to a child, by a person who is the subject of a final protective order sought by the conservator after the expiration of 60-day period following the date the final protective order is issued, or the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. 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 thirtieth day after the date the conservator of the children establishes residence with the person who is the subject of the final protective order, or the ninetieth day after the date the final protective order was issued if the conservator of the children resides with or allows unsupervised access to the person who is the subject of a final protective order sought by the conservator, or the thirtieth day after the date the final protective order issued against the conservator which is issued after the date of the order establishing conservatorship, as appropriate. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

IT IS ORDERED that, during her periods of possession, SHAKIA GOSS, as parent joint managing conservator, shall have the following rights and duties:

1. the duty of care, control, protection, and reasonable discipline of the children;

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

IT IS ORDERED that, during his periods of possession, ANDREW GOSS, as parent joint managing conservator, shall have the following rights and duties:

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

IT IS ORDERED that SHAKIA GOSS, as a parent joint managing conservator, shall have the following rights and duty:

1. the exclusive right to designate the primary residence of the D.K.G., A.R.G., A.S.G., A.L.G., S.A.G., M.D.G., I.D.G. and I.D.F. within Bexar County;
2. the independent right to consent to medical, dental, and surgical treatment involving invasive procedures;
3. the independent right to consent to psychiatric and psychological treatment of the children;
4. the independent right to receive and give receipt for periodic payments for the support of the children and to hold or disburse these funds for the benefit of the children;
5. the independent right to represent the children in legal action and to make other decisions of substantial legal significance concerning the children;
6. the independent right to consent to marriage and to enlistment in the armed forces of the United States;
7. the independent right to make decisions concerning the children's education;

8. except as provided by section 264.0111 of the Texas Family Code, the independent right to the services and earnings of the children;

9. except when a guardian of the children's estates or a guardian or attorney ad litem has been appointed for the children, the independent right to act as an agent of the children in relation to the children's estates if the children's action is required by a state, the United States, or a foreign government; and

10. the independent duty to manage the estates of the children to the extent the estates have been created by community property or the joint property of the parent.

IT IS ORDERED that ANDREW GOSS, as a parent joint managing conservator, shall have the following rights and duty:

1. the exclusive right to designate the primary residence of D.I.G. within Bexar County;

2. the independent right to consent to medical, dental, and surgical treatment involving invasive procedures;

3. the independent right to consent to psychiatric and psychological treatment of the children;

4. the independent right to receive and give receipt for periodic payments for the support of the children and to hold or disburse these funds for the benefit of the children;

5. the independent right to represent the children in legal action and to make other decisions of substantial legal significance concerning the children;

6. the independent right to consent to marriage and to enlistment in the armed forces of the United States;

7. the independent right to make decisions concerning the children's education;

8. except as provided by section 264.0111 of the Texas Family Code, the independent right to the services and earnings of the children;

9. except when a guardian of the children's estates or a guardian or attorney ad litem has been appointed for the children, the independent right to act as an agent of the children in relation to the children's estates if the children's action is required by a state, the United States, or a foreign government; and

10. the independent duty to manage the estates of the children to the extent the estates have 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. IT IS ORDERED that the primary residence of the children shall be Bexar County, and the parties shall not remove the children from Bexar County for the purpose of changing the primary residence of the children until modified by further order of the court of continuing jurisdiction or by written agreement signed by the parties and filed with the court.

IT IS ORDERED that SHAKIA GOSS shall have the exclusive right and duty to prepare and file income tax returns for the estates of D.K.G., A.R.G., A.S.G., A.L.G., S.A.G., M.D.G., I.D.G.

IT IS ORDERED that ANDREW GOSS shall have the exclusive right and duty to prepare and file income tax returns for the estates of D.I.G.

Notwithstanding the above provisions pertaining to the right to claim the Children as dependents for tax purposes, for Tax Year 2016, ANDREW GOSS will have the exclusive right to claim all the Children as dependents for tax purposes. For every year afterwards, SHAKIA GOSS shall have the exclusive right and duty to prepare and file income tax returns for the estates of D.K.G., A.R.G., A.S.G., A.L.G., S.A.G., M.D.G., I.D.G. and ANDREW GOSS shall have the exclusive right and duty to prepare and file income tax returns for the estates of D.I.G.

*Possession and Access*

1. *Standard Possession Order*

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 elementary or secondary school in which the child is enrolled or, if the child is not enrolled in an elementary 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 expressly provided in this Standard Possession Order, when ANDREW GOSS resides 100 miles or less from the primary residence of the child, ANDREW GOSS shall have the right to possession of the child as follows:

1. Weekends –

On weekends that occur during the regular school term, beginning at the time the child's school is regularly dismissed, on the first, third, and fifth Friday of each month and ending at the time the child's school resumes after the weekend.

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 expressly provided in this Standard Possession Order, if a weekend period of possession by ANDREW GOSS begins on a student holiday or a teacher in-service day that falls on a Friday during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday that falls on a Friday during the summer months when

school is not in session, that weekend period of possession shall begin at the time the child's school is regularly dismissed on the Thursday immediately preceding the student holiday or teacher in-service day and 6:00 p.m. on the Thursday immediately preceding the federal, state, or local holiday during the summer months.

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by ANDREW GOSS ends on or is immediately followed by a student holiday or a teacher in-service day that falls on a Monday during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday that falls on a Monday during the summer months when school is not in session, that weekend period of possession shall end at 6:00 p.m. on that Monday.

3. Thursdays - On Thursday of each week during the regular school term, beginning at the time the child's school is regularly dismissed and ending at the time the child's school resumes on Friday.

4. Spring Vacation in Even-Numbered Years - In even-numbered years, beginning at the time the child's school is dismissed 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 ANDREW GOSS –

With Written Notice by April 1 - If ANDREW GOSS gives SHAKIA GOSS written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, ANDREW GOSS 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, with each period of possession beginning and ending at 6:00 p.m. on each applicable day, as specified in the written notice. These periods of possession shall begin and end at 6:00 p.m. on each applicable day.

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

Notwithstanding the Thursday periods of possession during the regular school term and the weekend periods of possession ORDERED for ANDREW GOSS, it is expressly ORDERED that SHAKIA GOSS shall have a superior right of possession of the child as follows:

1. Spring Vacation in Odd-Numbered Years - In odd-numbered years, beginning at the time the child's school is dismissed 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 SHAKIA GOSS - If SHAKIA GOSS gives ANDREW GOSS written notice by April 15 of a year, SHAKIA GOSS 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 ANDREW GOSS in that year, provided that SHAKIA GOSS picks up the child from ANDREW GOSS and returns the child to that same place and that the weekend so designated does not interfere with Father's Day possession.

3. Extended Summer Possession by SHAKIA GOSS - If SHAKIA GOSS gives ANDREW GOSS written notice by April 15 of a year or gives ANDREW GOSS fourteen days' written notice on or after April 16 of a year, SHAKIA GOSS 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 ANDREW GOSS shall not take place in that year, provided that the weekend so designated does not interfere with ANDREW GOSS's period or periods of extended summer possession or with Father's Day possession.

(d) Parents Who Reside More Than 100 Miles Apart

Except as otherwise expressly provided in this Standard Possession Order, when ANDREW GOSS resides more than 100 miles from the residence of the child, ANDREW GOSS shall have the right to possession of the child as follows:

1. Weekends - Unless ANDREW GOSS elects the alternative period of weekend possession described in the next paragraph, ANDREW GOSS shall have the right to possession of the child on weekends that occur during the regular school term, beginning at the time the child's school is regularly dismissed, on the first, third, and fifth Friday of each month and ending at the time the child's school resumes after the weekend, 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.

Alternate Weekend Possession - In lieu of the weekend possession described in the foregoing paragraph, ANDREW GOSS shall have the right to possession of the child not more than one weekend per month of ANDREW GOSS'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.

ANDREW GOSS may elect an option for this alternative period of weekend possession by giving written notice to SHAKIA GOSS within ninety days after the parties begin to reside more than 100 miles apart. If ANDREW GOSS makes this election, ANDREW GOSS shall give SHAKIA GOSS 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 possession below.

2. Weekend Possession Extended by a Holiday –

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by ANDREW GOSS begins on a student holiday or a teacher in-service day that falls on a Friday during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday during the summer months when school is not in session, that weekend period of possession shall begin at the time the child's school is regularly dismissed on the Thursday immediately preceding the student holiday or teacher in-service day and 6:00 p.m. on the Thursday immediately preceding the federal, state, or local holiday during the summer months

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by ANDREW GOSS ends on or is immediately followed by a student holiday or a teacher in-service day that falls on a Monday during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday that falls on a Monday during the summer months when school is not in session, that weekend period of possession shall end at 6:00 p.m. on that Monday.

3. Spring Vacation 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.

4. Extended Summer Possession by ANDREW GOSS –

With Written Notice by April 1 - If ANDREW GOSS gives SHAKIA GOSS written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, ANDREW GOSS 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, with each period of possession beginning and ending at 6:00 p.m. on each applicable day, as specified in the written notice. These periods of possession shall begin and end at 6:00 p.m. on each applicable day.

Without Written Notice by April 1 - If ANDREW GOSS does not give

SHAKIA GOSS written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, ANDREW GOSS 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 ANDREW GOSS, it is expressly ORDERED that SHAKIA GOSS shall have a superior right of possession of the child as follows:

1. Summer Weekend Possession by SHAKIA GOSS - If SHAKIA GOSS gives ANDREW GOSS written notice by April 15 of a year, SHAKIA GOSS 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 ANDREW GOSS during ANDREW GOSS's extended summer possession in that year, provided that if a period of possession by ANDREW GOSS in that year exceeds thirty days, SHAKIA GOSS may have possession of the child under the terms of this provision on any two nonconsecutive weekends during that period and provided that SHAKIA GOSS picks up the child from ANDREW GOSS and returns the child to that same place and that the weekend so designated does not interfere with Father's Day possession.

2. Extended Summer Possession by SHAKIA GOSS - If SHAKIA GOSS gives ANDREW GOSS written notice by April 15 of a year, SHAKIA GOSS 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 ANDREW GOSS shall not have possession of the child, provided that the period or periods so designated do not interfere with ANDREW GOSS's period or periods of extended summer possession or with Father's Day possession. These periods of possession shall begin and end at 6:00 p.m. on each applicable day.

(e) Holidays Unaffected by Distance

Notwithstanding the weekend and Thursday periods of possession of ANDREW GOSS, SHAKIA GOSS and ANDREW GOSS shall have the right to possession of the child as follows:

1. Christmas Holidays in Even-Numbered Years - In even-numbered years, ANDREW GOSS shall have the right to possession of the child beginning at the time the child's school is dismissed for the Christmas school vacation and ending at noon on December 28, and SHAKIA GOSS 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, SHAKIA GOSS shall have the right to possession of the child beginning at the time the child's school is dismissed for the Christmas school vacation and ending at noon on December 28, and ANDREW GOSS 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, ANDREW GOSS shall have the right to possession of the child beginning at the time the child's school is dismissed 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, SHAKIA GOSS shall have the right to possession of the child beginning at the time the child's school is dismissed for the Thanksgiving holiday and ending at 6:00 p.m. on the Sunday following Thanksgiving.

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

6. Father's Day - ANDREW GOSS 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 8:00 a.m. on the Monday after Father's Day, provided that if ANDREW GOSS is not otherwise entitled under this Standard Possession Order to present possession of the child, he shall pick up the child from SHAKIA GOSS's residence and return the child to that same place.

7. Mother's Day - SHAKIA GOSS 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 SHAKIA GOSS is not otherwise entitled under this Standard Possession Order to present possession of the child, she shall pick up the child from ANDREW GOSS's residence and return the child to that same place.

(f) Undesignated Periods of Possession

SHAKIA GOSS shall have the right of possession of the child at all other times not specifically designated in this Standard Possession Order for ANDREW GOSS.

(g) General Terms and Conditions

Except as otherwise expressly 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 SHAKIA GOSS - SHAKIA GOSS is ORDERED to surrender the child to ANDREW GOSS at the beginning of each period of ANDREW GOSS's possession at the residence of SHAKIA GOSS.

If a period of possession by ANDREW GOSS begins at the time the child's school is regularly dismissed, SHAKIA GOSS is ORDERED to surrender the child to ANDREW GOSS 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, ANDREW GOSS shall pick up the child at the residence of SHAKIA GOSS at 6:00 p.m., and SHAKIA GOSS is ORDERED to surrender the child to ANDREW GOSS at the residence of SHAKIA GOSS at 6:00 p.m. under these circumstances.

2. Return of Child by ANDREW GOSS - ANDREW GOSS is ORDERED to return the child to the residence of SHAKIA GOSS at the end of each period of possession. However, it is ORDERED that, if SHAKIA GOSS and ANDREW GOSS live in the same county at the time of rendition of this order, ANDREW GOSS's county of residence remains the same after rendition of this order, and SHAKIA GOSS's county of residence changes, effective on the date of the change of residence by SHAKIA GOSS, ANDREW GOSS shall surrender the child to SHAKIA GOSS at the residence of ANDREW GOSS at the end of each period of possession.

If a period of possession by ANDREW GOSS ends at the time the child's school resumes, ANDREW GOSS is ORDERED to surrender the child to SHAKIA GOSS 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 SHAKIA GOSS at 6:00 p.m.

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

4. Return of Child by SHAKIA GOSS - SHAKIA GOSS is ORDERED to return the child to ANDREW GOSS, if ANDREW GOSS is entitled to possession of the child, at the end of each of SHAKIA GOSS'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, including notice provided by electronic mail or facsimile, shall be deemed to have been timely made if received or, if applicable, postmarked before or at the time that notice is due. Each conservator is ORDERED to notify the other conservator of any change in the conservator's electronic mail address or facsimile number within twenty-four hours after the change.

9. Notice to School and SHAKIA GOSS - If ANDREW GOSS'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, ANDREW GOSS shall immediately notify the school and SHAKIA GOSS that the child will not be or has not been returned to school.

This concludes the Standard Possession Order.

2. *Other Parenting Plan Provisions*

In addition to all other provisions for possession provided in this decree, the following periods of possession are ORDERED:

1. Right of First Refusal - If a parent will be absent for more than 24 hours while the children are in that parent's care, then that parent shall notify the other parent, and the other parent will have the right to care for the children during that absence.

2. The Extended Standard Possession Order granted to ANDREW GOSS will not apply for A.R.G. Parties are Ordered to submit A.R.G. to counseling to assist the parties in resuming the Extended Standard Possession for her and ANDRWE GOSS. Parties are Ordered to find a counselor to assist in resumption of possession and access schedule. ANDREW GOSS is Ordered to pay for the cost of counseling with the

goal of resuming visitation and access for A.R.G. by December 1, 2016, unless a counselor advises the Court otherwise.

3. Cost for Children's extra-curricular activities are to be divided with ANDREW GOSS responsible for 65% of the expenses and SHAKIA GOSS responsible for 35% of the expenses.
4. Each parent is to ensure that when the Children are in their respective possession that that Child's respective school work and/or other activities are fulfilled and attended.

3. *Duration*

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

4. *Noninterference with Possession*

Except as expressly provided herein, IT IS ORDERED that neither conservator shall take possession of the children during the other conservator's period of possession unless there is a prior written agreement signed by both conservators or in case of an emergency.

5. *Electronic Communication*

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 the conservators shall have electronic communication with the children to supplement their periods of possession as follows:

- a. The parent who is with the children shall make the children available by telephone daily so that the other parent may talk to the children.

b. If a message is left from the parent who is not with the children, the other parent shall assist the children in returning the call.

c. Telephone calls and other communication shall not be monitored by the other parent unless either believes in good faith that a child is having a problem, in which case the parent shall advise the other parent that the call or other communication is being monitored.

IT IS ORDERED that each conservator shall -

a. provide the other conservator with the e-mail addresses and other electronic communication access information of the children within 30 days after the Court signs this order;

b. notify the other conservator of any change in the e-mail addresses or other electronic communication access information not later than twenty-four hours after the date the change takes effect; and

c. 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.

6. *Termination of Orders*

The provisions of this decree relating to conservatorship, possession, or access terminate on the remarriage of ANDREW GOSS to SHAKIA GOSS unless a nonparent or agency has been appointed conservator of the children under chapter 153 of the Texas Family Code.

*Child Support*

IT IS ORDERED that ANDREW GOSS is obligated to pay and shall pay to SHAKIA GOSS child support of one thousand four hundred ninety-two dollars (\$1492.00) per month, with the first payment being due and payable on December 1, 2016 and a like payment being due and payable on the first day of each month thereafter until the first month following the date of the earliest occurrence of one of the events specified below:

1. any 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. any child marries;

3. any child dies;

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

Thereafter, ANDREW GOSS is ORDERED to pay to SHAKIA GOSS child support of one thousand seven hundred seventy-five dollars (\$1775.00) per month, due and payable on the first day of the first month immediately following the date of the earliest occurrence of one of the events specified above for another child and a like sum of one thousand seven hundred seventy-five dollars (\$1775.00) due and payable on the first day of each month thereafter until the next occurrence of one of the events specified above for another child.

Thereafter, ANDREW GOSS is ORDERED to pay to SHAKIA GOSS child support of one thousand five hundred ninety-seven dollars and fifty cents (\$1597.50) per month, due and payable on the first day of the first month immediately following the date of the earliest occurrence of one of the events specified above for another child and a like sum of one thousand

five hundred ninety-seven dollars and fifty cents (\$1597.50) due and payable on the first day of each month thereafter until the next occurrence of one of the events specified above for another child.

Thereafter, ANDREW GOSS is ORDERED to pay to SHAKIA GOSS child support of one thousand four hundred twenty dollars (\$1420.00) per month, due and payable on the first day of the first month immediately following the date of the earliest occurrence of one of the events specified above for another child and a like sum of one thousand four hundred twenty dollars (\$1420.00) due and payable on the first day of each month thereafter until the next occurrence of one of the events specified above for another child.

Thereafter, ANDREW GOSS is ORDERED to pay to SHAKIA GOSS child support of one thousand two hundred forty-two dollars and fifty cents (\$1242.50) per month, due and payable on the first day of the first month immediately following the date of the earliest occurrence of one of the events specified above for another child and a like sum of one thousand two hundred forty-two dollars and fifty cents (\$1242.50) due and payable on the first day of each month thereafter until the next occurrence of one of the events specified above for another child.

Thereafter, ANDREW GOSS is ORDERED to pay to SHAKIA GOSS child support of one thousand sixty-five dollars (\$1065.00) per month, due and payable on the first day of the first month immediately following the date of the earliest occurrence of one of the events specified above for another child and a like sum of one thousand sixty-five dollars (\$1065.00) due and payable on the first day of each month thereafter until the next occurrence of one of the events specified above for another child.

Thereafter, ANDREW GOSS is ORDERED to pay to SHAKIA GOSS child support of eight hundred eighty-seven dollars and fifty cents (\$887.50) per month, due and payable on the

first day of the first month immediately following the date of the earliest occurrence of one of the events specified above for another child and a like sum of eight hundred eighty-seven dollars and fifty cents (\$887.50) due and payable on the first day of each month thereafter until the next occurrence of one of the events specified above for another child.

Thereafter, ANDREW GOSS is ORDERED to pay to SHAKIA GOSS child support of seven hundred ten dollars (\$710.00) per month, due and payable on the first day of the first month immediately following the date of the earliest occurrence of one of the events specified above for another child and a like sum of seven hundred ten dollars (\$710.00) due and payable on the first day of each month thereafter until the next occurrence of one of the events specified above for another child.

If the child is eighteen years of age and has not graduated from high school, IT IS ORDERED that ANDREW GOSS's obligation to pay child support to SHAKIA GOSS 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.

Statement on Guidelines

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

October 19, 2016:

1. The amount of child support ordered by the Court is in accordance with the percentage guidelines.
2. The net resources of ANDREW GOSS per month are \$3550.00.
3. The net resources of SHAKIA GOSS per month are \$1415.00.
4. The percentage applied to the first \$8,550 of ANDREW GOSS's net resources for child support is 40 percent.
5. The percentage applied to the first \$8,550 of SHAKIA GOSS 's net resources for child support is 20 percent.

Child Support for November 2016

IT IS ORDERED that the Child Support for the month of November is \$1292.00 with the Court taking into consideration a \$200.00 credit being given to ANDREW GOSS for amounts not paid under the temporary orders.

Withholding from Earnings

IT IS ORDERED that any employer of ANDREW GOSS shall be ordered to withhold from earnings for child support from the disposable earnings of ANDREW GOSS for the support of D.I.G., D.K.G., A.R.G., A.S.G., A.L.G., S.A.G., M.D.G., I.D.G.

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of ANDREW GOSS by the employer and paid in accordance with the order to that employer shall constitute a credit against the child support obligation. Payment of the full amount of child support ordered paid by this decree through the means of withholding from earnings shall discharge the child support obligation. If the amount withheld from earnings and credited against the child support obligation is less than 100 percent of the amount ordered to be paid by

this decree, the balance due remains an obligation of ANDREW GOSS, and it is hereby ORDERED that ANDREW GOSS pay the balance due directly to the state disbursement unit specified below.

On this date the Court signed an Income Withholding for 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 SHAKIA GOSS for the support of the children. 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 ANDREW GOSS shall notify this Court and SHAKIA GOSS 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 ANDREW GOSS 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, SHAKIA GOSS, ANDREW GOSS, or an attorney representing SHAKIA GOSS or ANDREW GOSS, the clerk of this Court shall cause a certified copy of the Income Withholding for Support to be delivered to any employer.

*Health Care*



1. IT IS ORDERED that ANDREW GOSS and SHAKIA GOSS shall each provide medical support for each child as set out in this order as additional child support for as long as the Court may order ANDREW GOSS and SHAKIA GOSS to provide support for the child under sections 154.001 and 154.002 of the Texas Family Code. Beginning on the day ANDREW GOSS and SHAKIA GOSS's actual or potential obligation to support a child under sections 154.001 and 154.002 of the Family Code terminates, IT IS ORDERED that ANDREW GOSS and SHAKIA GOSS are discharged from the obligations set forth in this medical support order with respect to that child, 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 total cost of health insurance coverage for all children for which ANDREW GOSS is responsible under a medical support order that does not exceed 9 percent of ANDREW GOSS'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- Having considered the cost, accessibility, and quality of health insurance coverage available to the parties, the Court finds:

Health insurance is available to SHAKIA GOSS at a reasonable cost from another source, including the program under section 154.1826 of the Texas Family Code to provide health insurance in title IV-D cases. ANDREW GOSS is solely responsible for the Medicaid reimbursement and the Court has factored in a \$100.00 credit when factoring ANDREW GOSS' child support obligation.

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

4. Provision of Health-Care Coverage -

As additional child support, SHAKIA GOSS is ORDERED to continue to maintain

health insurance for each 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.

SHAKIA GOSS is ORDERED to maintain such health insurance in full force and effect on each child who is the subject of this suit as long as child support is payable for that child. SHAKIA GOSS is ORDERED to convert any group insurance to individual coverage or obtain other health insurance for each child within fifteen days of termination of his employment or other disqualification from the group insurance. SHAKIA GOSS 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.

Pursuant to section 154.183(c) of the Texas Family Code, the reasonable and necessary health-care expenses of the children that are not reimbursed by health insurance are allocated as follows: SHAKIA GOSS is ORDERED to pay 35 percent and ANDREW GOSS is ORDERED to pay 65 percent of the unreimbursed health-care expenses if, at the time the expenses are incurred, ANDREW GOSS is providing health insurance as ordered.

The party who incurs a health-care expense on behalf of a child is ORDERED to furnish to the other party all forms, receipts, bills, statements, and explanations of benefits 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, statements, and explanations of benefits.

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

5. Secondary Coverage - IT IS ORDERED that if a party provides secondary health insurance coverage for the children, 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 children and to ensure that the party who pays for health-care expenses for the children 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 children in order to assure the 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 use "preferred providers," or services within the health maintenance organization, if applicable. Disallowance of the bill by a health insurer shall not excuse the obligation of either party to make payment. Excepting emergency health-care expenses incurred on behalf of the children, if a party incurs health-care expenses for the children using "out-of-network" health-care providers or services, or fails to follow the health insurance company procedures or requirements, that party shall pay all such health-care expenses incurred absent (1) written agreement of the parties allocating such health-care expenses or (2) further order of the Court.

7. Claims - Except as provided in this paragraph, the party who is not carrying the health insurance policy covering the children 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

children. 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 children, at that party's option, 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 children and receive payments directly from the insurance company. Further, for the sole purpose of section 1204.251 of the Texas Insurance Code, SHAKIA GOSS is designated the managing conservator or possessory conservator of the children.

The party who is carrying the health insurance policy covering the children 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 a 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 a 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 CHILDREN, 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 CHILDREN.

10. ANDREW GOSS and SHAKIA GOSS are ORDERED to execute the appropriate HIPPA released for Medicaid, dental, and mental health care providers so that each parent at all times may be able to consult with same about issues pertaining to the well-being of the Children or a Child of the marriage. The same is to be done for school and educational inquiries. Both parties are to notify each other of all health, dental, mental health, optical, and school appointments arranged for the Children or a Child.

*Miscellaneous Child Support Provisions*

No Credit for Informal Payments

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

Support as Obligation of Estate

IT IS ORDERED that the provisions for child support in this decree shall be an obligation of the estate of ANDREW GOSS and shall not terminate on the death of ANDREW GOSS. Payments received for the benefit of the children, 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 ANDREW GOSS's estate.

Termination of Orders on Remarriage of Parties but Not on Death of Obligee

The provisions of this decree relating to current child support terminate on the remarriage of ANDREW GOSS to SHAKIA GOSS unless a nonparent or agency has been appointed conservator of the children under chapter 153 of the Texas Family Code. An obligation to pay child support under this decree does not terminate on the death of SHAKIA GOSS but continues as an obligation to D.I.G., D.K.G., A.R.G., A.S.G., A.L.G., S.A.G., M.D.G., I.D.G.

*Required Notices*

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

*Warnings to Parties*

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.

THE COURT MAY MODIFY THIS ORDER THAT PROVIDES FOR THE SUPPORT OF A CHILD IF:

(1) THE CIRCUMSTANCES OF THE CHILD OR A PERSON AFFECTED BY THE ORDER HAVE MATERIALLY AND SUBSTANTIALLY CHANGED; OR

(2) IT HAS BEEN THREE YEARS SINCE THE ORDER WAS RENDERED OR LAST MODIFIED AND THE MONTHLY AMOUNT OF THE CHILD SUPPORT AWARD UNDER THE ORDER DIFFERS BY EITHER 20 PERCENT OR \$100 FROM THE AMOUNT THAT WOULD BE AWARDED IN ACCORDANCE WITH THE CHILD SUPPORT GUIDELINES.

Loving and Caring Order

Each party is ORDERED to encourage and nurture the relationship between the Children



and the other party by encouraging the Children to interact with the other party and taking good faith measures to ensure visitation and refraining from doing anything to undermine the relationship between the other party and the Children.

Each party is ORDERED to do everything within his or her power to create in the Children's mind a loving and caring feeling toward the other party.

IT IS FURTHER ORDERED that each party is permanently enjoined from speaking badly or in a disparaging fashion about the other party to anyone in any way. It is the intention of the Court that this provision be enforceable by contempt of Court. The Court further notes that each party has been admonished by the Court that their failure to act in accordance with this specific order of the Court shall be punishable by any and all remedies available for contempt of Court, including, but not limited to the imposition of a fine of up to Five Hundred Dollars (\$500.00) and/or confinement in jail for up to six (6) months for each violation thereof.

Each party is FURTHER ORDERED AND DECREED to notify the other party immediately verbally or in writing of any and all events pertaining to the Children, including but not limited to:

1. any and all medical, dental and psychological conditions of the Children;
2. the identity, including name, address and telephone number, of any physician, dentist or psychologist providing treatment to the Children;
3. any and all medications, if any, prescribed for the Children, including, but not limited to the time the medications was last given to a Child;
4. any matter relating to the Children's educational status, including school activities, grades, homework, field trips, disciplinary slips, progress notes, teacher conferences and the like;
5. upon request of the other parent, any matter relating to the extracurricular activities of the

Children, including, but not limited to, the times and places of such activities;

6. vacation plans which include the Children, including the itinerary and location of the Children and a telephone number where the Children may be reached, if the Children are to be absent from the residence of a parent for more than twenty-four (24) consecutive hours during any period of possession by a parent.

IT IS FURTHER ORDERED that each party shall refrain from allowing the Children to overhear a parent's telephone calls with the other parent.

Each party is ORDERED to place a photograph of the other party in the Children's bedroom at all times.

*Division of Marital Estate*

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

IT IS ORDERED AND DECREED that the personal effects of the parties are awarded to the party having possession and also that each party is solely responsible for any and all debt that is solely in their own name.

Notice

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

Attorney's Fees

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

result of legal representation in this case.

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

*Court Costs*

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

*Resolution of Temporary Orders*

IT IS ORDERED AND DECREED that Petitioner and Respondent are discharged from all further liabilities and obligations imposed by the temporary order of this Court.

*Discharge from Discovery Retention Requirement*

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

*Decree Acknowledgment*

Petitioner, ANDREW GOSS, and Respondent, SHAKIA GOSS, each acknowledge that before signing this Final Decree of Divorce they have read this Final Decree of Divorce fully and completely, have had the opportunity to ask any questions regarding the same, and fully understand that the contents of this Final Decree of Divorce constitute a full and complete resolution of this case. Petitioner and Respondent acknowledge that they have voluntarily affixed their signatures to this Final Decree of Divorce.

*Indemnification*

Each party represents and warrants that he or she has not incurred any outstanding debt, obligation, or other liability on which the other party is or may be liable, other than those described in this decree. Each party agrees and IT IS ORDERED that if any claim, action, or proceeding is hereafter initiated seeking to hold the party not assuming a debt, an obligation, a liability, an act, or an omission of the other party liable for such debt, obligation, liability, act or omission of the other party, that other party will, at his or her sole expense, defend the party not assuming the debt, obligation, liability, act, or omission of the other party against any such claim or demand, whether or not well founded, and will indemnify the party not assuming the debt, obligation, liability, act, or omission of the other party and hold him or her harmless from all damages resulting from the claim or demand.

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

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

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

#### *Clarifying Orders*

Without affecting the finality of this Final Decree of Divorce, this Court expressly

reserves the right to make orders necessary to clarify and enforce this decree.

*Relief Not Granted*

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

*Date of Judgment*

This divorce judicially PRONOUNCED AND RENDERED in court on October 19, 2016 and further noted on the court's docket sheet on the same date, but signed on \_\_\_\_\_.

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JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

The Law Office of Daniel Sandoval  
924 McCullough Avenue  
San Antonio, Texas 78215  
Tel: (210) 927-3412  
Fax: (210) 921-0430

By: \_\_\_\_\_

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By: \_\_\_\_\_

Jason Rogers  
Attorney for Petitioner  
State Bar No. 24088321  
jason.rogers@rgp-texaslaw.com

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

\_\_\_\_\_  
Petitioner

\_\_\_\_\_  
Respondent