

NO. 2018-41005

[illegible]

310th JUDICIAL DISTRICT

vs165
focas

HARRIS COUNTY, TEXAS

On ~~December~~ **November 30**, 2018, the Court heard this case.

Petitioner, **KEISHA RENEE RUSSELL**, appeared in person and through attorney of record, Alicia Sundermeyer of Goldsberry & Associates, PLLC, and announced an agreement has been reached as evidenced by Petitioner and her attorney's signatures below.

Respondent, **CORY WILLIAM RUSSELL**, has made a general appearance and has agreed to the terms of this judgment to the extent permitted by law, as evidenced by Respondent's signature below.

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

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

The Court further finds that, at the time this suit was filed, Petitioner had been a domiciliary of Texas for the preceding six-month period and a resident of the county in which

this suit was filed for the preceding ninety-day period. All persons entitled to citation were properly cited.

Jury

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

Agreement of Parties

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

The agreements in this Final Decree of Divorce were reached in mediation with Alyssa Lemkuil on November 15, 2018. This Final Decree of Divorce is stipulated to represent a merger of a mediated settlement agreement between the parties. To the extent there exist any differences between the mediated settlement agreement and this Final Decree of Divorce, this Final Decree of Divorce shall control in all instances.

Divorce

IT IS ORDERED AND DECREED that **KEISHA RENEE RUSSELL**, Petitioner, and **CORY WILLIAM RUSSELL**, 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:	Addison Layne Russell
Sex:	Female
Birth date:	01/01/2005
Home state:	Texas

Name:	Cohen Brooks Russell
Sex:	male
Birth date:	12/21/2009
Home state:	Texas

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

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 parties' agreed parenting plan.

Conservatorship

The Parties agree, and the Court therefore finds, that the following orders are in the best interest of the children.

IT IS ORDERED that **KEISHA RENEE RUSSELL** and **CORY WILLIAM RUSSELL** are appointed Joint Managing Conservators of the following children: Addison Layne Russell and Cohen Brooks Russell.

IT IS ORDERED that, at all times, **KEISHA RENEE RUSSELL**, 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, **CORY WILLIAM RUSSELL**, 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, **KEISHA RENEE RUSSELL** and **CORY WILLIAM RUSSELL**, 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 Texas 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 notice of this information shall be provided to the other conservator of the children 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;**
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. IT IS ORDERED that notice of this information shall be provided to the other conservator of the children as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. **WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;**
4. the duty to inform the other conservator of the children if 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 sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator of the children as soon as practicable, but not later than the

ninetieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

5. the duty to inform the other conservator of the children if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator of the children as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. 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, **KEISHA RENEE RUSSELL**, 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, **CORY WILLIAM RUSSELL**, 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 **KEISHA RENEE RUSSELL**, as a parent joint managing conservator, shall have the following rights and duty:

1. the exclusive right to designate the primary residence of the children within Harris County and counties contiguous to Harris County;
2. the right, subject to the agreement of the other parent conservator, to consent to medical, dental, and surgical treatment involving invasive procedures, and if the parents cannot agree they will follow the recommendation of the child's treating physician;

3. the independent right to consent to psychological treatment of the children, provided that Keisha Russell shall provide Cory Russell with at least five (5) days advanced, written notice that such treatment is being sought (including the name, telephone number, and address of the psychologist);

4. the right, subject to the agreement of the other parent conservator, to consent to psychiatric treatment of the children, and if the parents cannot agree they will follow the recommendation of the child's pediatrician;

5. the exclusive 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;

6. the independent right to represent the children in legal action and to make other decisions of substantial legal significance concerning the children, after consultation with Cory Russell;

7. the right, subject to the agreement of the other parent conservator, to consent to marriage and to enlistment in the armed forces of the United States;

8. the right, subject to the agreement of the other parent conservator, to make decisions concerning the children's education, provided that the children shall continue to attend the schools they were attending on the date this Decree was entered and shall attend the high school that such school feeds into, unless the Parties agree otherwise. With regard to all other educational decisions, if the parents cannot agree they shall follow the recommendation of the child's school counselor;

9. except as provided by section 264.0111 of the Texas Family Code, the right, subject to the agreement of the other parent conservator, to the services and earnings of the children;

10. except when a guardian of the children's estates or a guardian or attorney ad litem has been appointed for the children, the right, subject to the agreement of the other parent conservator, 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

11. 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 **CORY WILLIAM RUSSELL**, as a parent joint managing conservator, shall have the following rights and duty:

1. the right, subject to the agreement of the other parent conservator, to consent to medical, dental, and surgical treatment involving invasive procedures, and if the parents cannot agree they will follow the recommendation of the child's treating physician;

2. the independent right to consent to psychological treatment of the children, provided that Cory Russell shall provide Kiesha Russell with at least five (5) days advanced, written notice that such treatment is being sought (including the name, telephone number, and address of the psychologist);

3. the right, subject to the agreement of the other parent conservator, to consent to psychiatric treatment of the children, and if the parents cannot agree they will follow the recommendation of the child's pediatrician;

4. the independent right to represent the children in legal action and to make other decisions of substantial legal significance concerning the children, after consultation with Kiesha Russell;

5. the right, subject to the agreement of the other parent conservator, to consent to marriage and to enlistment in the armed forces of the United States;

6. the right, subject to the agreement of the other parent conservator, to make decisions concerning the children's education, provided that the children shall continue to attend the schools they were attending on the date this Decree was entered and shall attend the high school that such school feeds into, unless the Parties agree otherwise. With regard to all other educational decisions, if the parents cannot agree they will follow the recommendation of the child's school counselor;

7. except as provided by section 264.0111 of the Texas Family Code, the right, subject to the agreement of the other parent conservator, to the services and earnings of the children;

8. except when a guardian of the children's estates or a guardian or attorney ad litem has been appointed for the children, the right, subject to the agreement of the other parent conservator, 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

9. 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 Harris County and counties contiguous to Harris County, and the parties shall not remove the children from Harris County and counties contiguous to Harris 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 FURTHER ORDERED that **KEISHA RENEE RUSSELL** shall have the exclusive right to designate the children's primary residence within Harris County and counties contiguous to Harris County.

IT IS FURTHER ORDERED that this geographic restriction on the residence of the children shall be lifted if, at the time **KEISHA RENEE RUSSELL** wishes to remove the children from Harris County and counties contiguous to Harris County for the purpose of changing the

primary residence of the children, **CORY WILLIAM RUSSELL** does not reside in Harris County and counties contiguous to Harris County.

Passport Provisions

IT IS ORDERED that either parent may apply to renew or issue a passport, and if a parent's consent is required for the issuance of a passport, that parent shall provide that consent in writing no later than ten days after receipt of the consent documents, unless the parent has good cause for withholding that consent.

IT IS ORDERED that Kiesha Russell shall have the right to maintain possession of any passports of the children, Addison Layne Russell and Cohen Brooks Russell, subject to the requirements for delivery of the passports and all other requirements set forth below.

Kiesha Russell is ORDERED to deliver or cause to be delivered to Cory Russell the original, valid passports of Addison Layne Russell and/or Cohen Brooks Russell, within ten days of her receipt of Cory Russell's notice of intent to have the child(ren) travel outside the United States during his period of possession. Cory Russell is ORDERED to return or cause to be returned to Kiesha Russell the original, valid passport(s) of the child(ren), within ten days of the child(ren)'s return from the travel outside the United States for which the passports were required.

IT IS ORDERED that if a conservator intends to have the children travel outside the United States during the conservator's period of possession of the children, the conservator shall provide written notice to the other conservator. IT IS ORDERED that this written notice shall include all the following:

1. any written consent form for travel outside the United States that is required by the country of destination, countries through which travel will occur, or the intended carriers;
2. the date, time, and location of the children's departure from the United States;
3. a reasonable description of means of transportation, including, if applicable, all names of carriers, flight numbers, and scheduled departure and arrival times;
4. a reasonable description of each destination of the intended travel, including the name, address, and phone number of each interim destination and the final travel location;
5. the dates the children are scheduled to arrive and depart at each such destination;
6. the date, time, and location of the children's return to the United States;
7. a complete statement of each portion of the intended travel during which the conservator providing the written notice will not accompany the children; and
8. the name, permanent and mailing addresses, and work and home telephone numbers of each person accompanying the children on the intended travel other than the conservator providing the written notice.

If the intended travel is a group trip, such as with a school or other organization, the conservator providing the written notice is ORDERED to provide with the written notice all

information about the group trip and its sponsor instead of stating the name, permanent and mailing addresses, and work and home telephone numbers of each person accompanying the children.

IT IS FURTHER ORDERED that this written notice shall be furnished to the other conservator no less than twenty-one days before the intended day of departure of the children from the United States.

KEISHA RENEE RUSSELL and **CORY WILLIAM RUSSELL** are each ORDERED to properly execute the written consent form to travel abroad and any other form required for the travel by the United States Department of State, passport authorities, foreign nations, travel organizers, school officials, or public carriers; when applicable, to have the forms duly notarized; and, within ten days of that conservator's receipt of each consent form, to deliver the form to the conservator providing the written notice.

IT IS ORDERED that any conservator who violates the terms and conditions of these provisions regarding the children's passports shall be liable for all costs incurred due to that person's noncompliance with these provisions. These costs shall include, but not be limited to, the expense of nonrefundable or noncreditable tickets, the costs of nonrefundable deposits for travel or lodging, attorney's fees, and all other costs incurred seeking enforcement of any of these provisions.

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 **CORY WILLIAM RUSSELL** resides 100 miles or less from the primary residence of the child, **CORY WILLIAM RUSSELL** 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 **CORY WILLIAM RUSSELL** 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 **CORY WILLIAM RUSSELL** 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.

Notwithstanding the Thursday periods of possession during the regular school term and the weekend periods of possession ORDERED for **CORY WILLIAM RUSSELL**, it is expressly ORDERED that Keisha Renee Russell 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.

(d) Parents Who Reside More Than 100 Miles Apart

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

1. Weekends - Unless **CORY WILLIAM RUSSELL** elects the alternative period of weekend possession described in the next paragraph, **CORY WILLIAM RUSSELL** 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, **CORY WILLIAM RUSSELL** shall have the right to possession of the child not more than one weekend per month of **CORY WILLIAM RUSSELL**'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. **CORY WILLIAM RUSSELL** may elect an option for this alternative period of weekend possession by giving written notice to **KEISHA RENEE RUSSELL** within ninety days after the parties begin to reside more than 100 miles apart. If **CORY WILLIAM RUSSELL** makes this election, **CORY WILLIAM RUSSELL** shall give **KEISHA RENEE RUSSELL** 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 **CORY WILLIAM RUSSELL** 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 **CORY WILLIAM RUSSELL** 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.

(e) Holidays Unaffected by Distance

Notwithstanding the weekend and Thursday periods of possession of **CORY WILLIAM RUSSELL, KEISHA RENEE RUSSELL** and **CORY WILLIAM RUSSELL** shall have the right to possession of the child as follows:

1. Christmas Holidays in Even-Numbered Years - In even-numbered years, **CORY WILLIAM RUSSELL** 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, save and except Kiesha Renee Russell shall have the right to possession of the child on December 24, beginning at 12:00 p.m. and ending at 10:00 p.m. In even-numbered years, **KEISHA RENEE RUSSELL** 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. The parent beginning a period of possession shall pick the child up from the other parent's residence.

2. Christmas Holidays in Odd-Numbered Years - In odd-numbered years, **KEISHA RENEE RUSSELL** 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, save and except **CORY WILLIAM RUSSELL** shall have the right to possession of the child on December 25 beginning at 8:00 a.m. and ending at 6:00 p.m. In odd-numbered years, **CORY WILLIAM RUSSELL** 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. The parent beginning a period of possession shall pick the child up from the other parent's residence.

3. Thanksgiving in Odd-Numbered Years - In odd-numbered years, **CORY WILLIAM RUSSELL** 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, **KEISHA RENEE RUSSELL** 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 - Cory William Russell 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 **CORY WILLIAM RUSSELL** is not otherwise entitled under this Standard Possession Order to present possession of the child, he shall pick up the child from **KEISHA RENEE RUSSELL**'s residence and return the child to that same place.

7. Mother's Day - Keisha Renee Russell 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 **KEISHA RENEE RUSSELL** is not otherwise entitled under this Standard Possession Order to present possession of the child, she shall pick up the child from **CORY WILLIAM RUSSELL**'s residence and return the child to that same place.

(f) Summer Possession

Notwithstanding the Parties' weekend periods of possession, **KEISHA RENEE RUSSELL** and **CORY WILLIAM RUSSELL** shall have the right to possession of the child as follows:

- a. Even-numbered years: In even-numbered years, **KEISHA RENEE RUSSELL** shall have the right to possession of the child beginning at 6:00 p.m. on June 1 and ending at 6:00 p.m. on June 15, and also beginning at 6:00 p.m. on July 1 and ending at 6:00 p.m. on July 15. In even-numbered years, **CORY WILLIAM RUSSELL** shall have the right to possession of the child beginning at 6:00 p.m. on June 15 and ending at 6:00 p.m. on July 1, and also beginning at 6:00 p.m. on July 15 and ending at 6:00 p.m. on July 31.
- b. Odd-numbered years: In odd-numbered years, **CORY WILLIAM RUSSELL** shall have the right to possession of the child beginning at 6:00 p.m. on June 1 and ending at 6:00 p.m. on June 15, and also beginning at 6:00 p.m. on July 1 and ending at 6:00 p.m. on July 15. In odd-numbered years, **KEISHA RENEE RUSSELL** shall have the right to possession of the child beginning at 6:00 p.m. on June 15 and ending at 6:00 p.m. on July 1, and also beginning at 6:00 p.m. on July 15 and ending at 6:00 p.m. on July 31.
- c. Notwithstanding the foregoing summer periods of possession, **CORY WILLIAM RUSSELL** shall always have a superior right to possession of the child on Father's Day weekend pursuant to the Father's Day provisions hereinabove.
- d. The parent beginning a period of summer possession shall pick the child up from the other parent's residence.

(g) Undesignated Periods of Possession

KEISHA RENEE RUSSELL shall have the right of possession of the child at all other times not specifically designated in this Standard Possession Order for **CORY WILLIAM RUSSELL**.

(h) 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 Keisha Renee Russell - Keisha Renee Russell is ORDERED to surrender the child to **CORY WILLIAM RUSSELL** at the beginning of each period of **CORY WILLIAM RUSSELL**'s possession at the residence of **KEISHA RENEE RUSSELL**.

If a period of possession by **CORY WILLIAM RUSSELL** begins at the time the child's school is regularly dismissed, **KEISHA RENEE RUSSELL** is ORDERED to surrender the child to **CORY WILLIAM RUSSELL** 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, **CORY WILLIAM RUSSELL** shall pick up the child at the residence of **KEISHA RENEE RUSSELL** at 3:00 p.m., and **KEISHA RENEE RUSSELL** is ORDERED to surrender the child to **CORY WILLIAM RUSSELL** at the residence of **KEISHA RENEE RUSSELL** at 3:00 p.m. under these circumstances.

2. Return of Child by **CORY WILLIAM RUSSELL** – Unless otherwise provided for hereinabove (e.g. with regard to pick up during summer and Christmas breaks), **CORY WILLIAM RUSSELL** is ORDERED to return the child to the residence of **KEISHA RENEE RUSSELL** at the end of each period of possession. However, it is ORDERED that, if **KEISHA RENEE RUSSELL** and **CORY WILLIAM RUSSELL** live in the same county at the time of rendition of this order, **CORY WILLIAM RUSSELL**'s county of residence remains the same after rendition of this order, and **KEISHA RENEE RUSSELL**'s county of residence changes, effective on the date of the change of residence by **KEISHA RENEE RUSSELL**, **CORY WILLIAM RUSSELL** shall surrender the child to **KEISHA RENEE RUSSELL** at the residence of **CORY WILLIAM RUSSELL** at the end of each period of possession.

If a period of possession by **CORY WILLIAM RUSSELL** ends at the time the child's school resumes, **CORY WILLIAM RUSSELL** is ORDERED to surrender the child to **KEISHA RENEE RUSSELL** 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 **KEISHA RENEE RUSSELL** at 8:00 a.m.

3. Surrender of Child by Cory William Russell - Cory William Russell is ORDERED to surrender the child to **KEISHA RENEE RUSSELL**, if the child is in **CORY WILLIAM RUSSELL**'s possession or subject to **CORY WILLIAM RUSSELL**'s control, at the beginning of each period of **KEISHA RENEE RUSSELL**'s exclusive periods of possession, at the place designated in this Standard Possession Order.

4. Return of Child by **KEISHA RENEE RUSSELL** - **KEISHA RENEE RUSSELL** is ORDERED to return the child to **CORY WILLIAM RUSSELL**, if **CORY WILLIAM RUSSELL** is entitled to possession of the child, at the end of each of **KEISHA RENEE RUSSELL**'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 **KEISHA RENEE RUSSELL** - If **CORY WILLIAM RUSSELL**'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, **CORY WILLIAM RUSSELL** shall immediately notify the school and **KEISHA RENEE RUSSELL** that the child will not be or has not been returned to school.

10. Notice to **CORY WILLIAM RUSSELL** - If **CORY WILLIAM RUSSELL**'s period of possession begins at the time school is dismissed and the child is not or will not be at school at the time school is dismissed, **KEISHA RENEE RUSSELL** shall immediately notify **CORY WILLIAM RUSSELL** that the child is not or will not be in school.

This concludes the Standard Possession Order.

2. 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.

3. 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.

4. Termination of Orders

The provisions of this decree relating to conservatorship, possession, or access terminate on the remarriage of **KEISHA RENEE RUSSELL** to **CORY WILLIAM RUSSELL** unless a nonparent or agency has been appointed conservator of the children under chapter 153 of the Texas Family Code.

5. Children's primary care physician

The Parties shall cooperate and agree upon a new primary care physical for the children.

Child Support

IT IS ORDERED that **CORY WILLIAM RUSSELL** is obligated to pay and shall pay to **KEISHA RENEE RUSSELL** child support of one thousand six hundred fifty-four dollars (\$1,654) per month, with the first payment being due and payable on December 1, 2018 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, **CORY WILLIAM RUSSELL** is ORDERED to pay to **KEISHA RENEE RUSSELL** child support of one thousand three hundred twenty-three dollars (\$1,323) 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 the other child and a like sum of one thousand three hundred twenty-three dollars (\$1,323) due and payable on the first day of each month thereafter until the next occurrence of one of the events specified above for the other child.

If the child is eighteen years of age and has not graduated from high school, IT IS ORDERED that **CORY WILLIAM RUSSELL**'s obligation to pay child support to **KEISHA RENEE RUSSELL** shall not terminate but shall continue for as long as the child is enrolled-

1. under chapter 25 of the Texas Education Code in an accredited secondary school in a program leading toward a high school diploma or under section 130.008 of the Education Code in courses for joint high school and junior college credit and is complying with the minimum attendance requirements of subchapter C of chapter 25 of the Education Code or
2. on a full-time basis in a private secondary school in a program leading toward a high school diploma and is complying with the minimum attendance requirements imposed by that school.

Withholding from Earnings

IT IS ORDERED that any employer of Cory William Russell shall be ordered to withhold the child support payments ordered in this decree from the disposable earnings of **CORY WILLIAM RUSSELL** for the support of Addison Layne Russell and Cohen Brooks Russell.

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of **CORY WILLIAM RUSSELL** 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 **CORY WILLIAM RUSSELL**, and it is hereby ORDERED that **CORY WILLIAM RUSSELL** 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 **KEISHA RENEE RUSSELL** for the support of the children. IT IS ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, **CORY WILLIAM RUSSELL**'s name as the name of the noncustodial parent (NCP), and **KEISHA RENEE RUSSELL**'s name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at <https://www.texasattorneygeneral.gov/cs/payment-options-and-types>.

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 **CORY WILLIAM RUSSELL** shall notify this Court and **KEISHA RENEE RUSSELL** 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 **CORY WILLIAM RUSSELL** 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, **KEISHA RENEE RUSSELL**, **CORY WILLIAM RUSSELL**, or an attorney representing **KEISHA RENEE RUSSELL** or **CORY WILLIAM RUSSELL**, the clerk of this Court shall cause a certified copy of the Income Withholding for Support to be delivered to any employer.

Medical Support

1. IT IS ORDERED that **KEISHA RENEE RUSSELL** and **CORY WILLIAM RUSSELL** 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 **KEISHA RENEE RUSSELL** and **CORY WILLIAM RUSSELL** to provide support for the child under sections 154.001 and 154.002 of the Texas Family Code. Beginning on the day **KEISHA RENEE RUSSELL** and **CORY WILLIAM RUSSELL**'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 **KEISHA RENEE RUSSELL** and **CORY WILLIAM RUSSELL** 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. IT IS FURTHER ORDERED that the additional child support payments for costs of health insurance ordered below are payable through the state disbursement unit and subject to the provisions for withholding from earnings provided above for other child support payments.

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 **CORY WILLIAM RUSSELL** is responsible under a medical support order that does not exceed 9 percent of **CORY WILLIAM RUSSELL**'s annual resources, as described by section 154.062(b) of the Texas Family Code.

"Health-care expenses" include, without limitation, medical, surgical, prescription drug, mental health-care services, dental, eye care, ophthalmological, and orthodontic charges but do not include expenses for travel to and from the provider or for nonprescription medication.

"Health-care expenses that are not reimbursed by insurance" ("unreimbursed expenses") include related copayments and deductibles.

"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 first-class mail or by certified mail, return receipt requested, to the recipient's last known mailing or residence address;
- 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; or
- d. to deliver the document to the recipient at the recipient's electronic mail address as follows:

KEISHA RENEE RUSSELL: krussell@chevron.com

CORY WILLIAM RUSSELL: cory.w.russell@gmail.com

and in the event of any change in either recipient's electronic mail address, that recipient is ORDERED to notify the other recipient of such change in writing within twenty-four hours after the change.

3. Findings on Availability of Health Insurance - Having considered the cost, accessibility, and quality of health insurance coverage available to the parties, the Court finds:

Health insurance is available or is in effect for the children through Cory William Russell's employment or membership in a union, trade association, or other organization at a reasonable cost of \$156.94 per month.

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, **CORY WILLIAM RUSSELL** is ORDERED to obtain 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, and laboratory, X-ray, and emergency services.

CORY WILLIAM RUSSELL 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. **CORY WILLIAM RUSSELL** 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. **CORY WILLIAM RUSSELL** 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.

CORY WILLIAM RUSSELL is ORDERED to furnish **KEISHA RENEE RUSSELL** a true and correct copy of the health insurance policy or certification and a schedule of benefits within 30 days of the signing of this order. **CORY WILLIAM RUSSELL** is ORDERED to furnish **KEISHA RENEE RUSSELL** the insurance cards and any other forms necessary for use of the insurance within 30 days of the signing of this order. **CORY WILLIAM RUSSELL** is ORDERED to provide, within three days of receipt by him, to **KEISHA RENEE RUSSELL** any insurance checks, other payments, or explanations of benefits relating to any medical expenses for the children that Keisha Reneed Russell paid or incurred.

Pursuant to section 1504.051 of the Texas Insurance Code, IT IS ORDERED that if **CORY WILLIAM RUSSELL** is eligible for dependent health coverage but fails to apply to obtain coverage for the children, the insurer shall enroll the children on application of **KEISHA RENEE RUSSELL** or others as authorized by law.

5. Allocation of Unreimbursed Expenses -

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: **KEISHA RENEE RUSSELL** is ORDERED to pay 50 percent and **CORY**

WILLIAM RUSSELL is ORDERED to pay 50 percent of the unreimbursed health-care expenses if, at the time the expenses are incurred, **CORY WILLIAM RUSSELL** is providing health insurance as ordered.

The conservator who incurs a health-care expense on behalf of a child is ORDERED to furnish to the other conservator all forms, receipts, bills, statements, and explanations of benefits reflecting the uninsured portion of the health-care expenses within thirty days after the incurring conservator receives them. If the incurring conservator furnishes to the nonincurring conservator the forms, receipts, bills, statements, and explanations of benefits reflecting the unreimbursed portion of the health-care expenses within thirty days after the incurring conservator receives them, the nonincurring conservator is ORDERED to pay the non-incurring conservator's percentage of the unreimbursed portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the incurring conservator for any advance payment exceeding the incurring conservator's percentage of the unreimbursed portion of the health-care expenses within thirty days after the nonincurring conservator receives the forms, receipts, bills, statements, and/or explanations of benefits. If the incurring conservator fails to furnish to the nonincurring conservator the forms, receipts, bills, statements, and explanations of benefits reflecting the unreimbursed portion of the health-care expenses within thirty days after the incurring conservator receives them, the nonincurring conservator is ORDERED to pay the nonincurring conservator's percentage of the unreimbursed portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the incurring conservator's percentage of the unreimbursed portion of the health-care expenses within 120 days after the nonincurring conservator receives the forms, receipts, bills, statements, and/or 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.

6. Secondary Coverage - IT IS ORDERED that if a conservator provides secondary health insurance coverage for the children, the conservators 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 conservator who pays for health-care expenses for the children is reimbursed for the payment from both carriers to the fullest extent possible.

7. Compliance with Insurance Company Requirements - Each conservator is ORDERED to conform to all requirements imposed by the terms and conditions of any policy of health insurance covering the children in order to assure the 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 conservator is ORDERED to use "preferred providers," or services within the health maintenance organization or preferred provider network, if applicable. Disallowance of the bill by an insurance company shall not excuse the obligation of a conservator 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 insurance company procedures or requirements, that conservator shall pay all such health-care expenses incurred absent (1) written agreement of the conservators allocating such health-care expenses or (2) further order of the Court.

8. Claims - Except as provided in this paragraph, a conservator 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, all forms, receipts, bills, and statements reflecting the health-care expenses the conservator 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 conservator who is not carrying the health insurance policy covering the children, at that conservator'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 children and receive payments directly from the insurance company. Further, for the sole purpose of section 1204.251 of the Texas Insurance Code, **KEISHA RENEE RUSSELL** is designated the managing conservator or possessory conservator of the children.

The conservator 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.

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

10. WARNING - A PARENT ORDERED TO PROVIDE HEALTH INSURANCE OR TO PAY THE OTHER PARENT ADDITIONAL CHILD SUPPORT FOR THE COST OF HEALTH INSURANCE WHO FAILS TO DO SO IS LIABLE FOR NECESSARY MEDICAL EXPENSES OF THE 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.

11. Notice to Employer - On this date a Medical Support Notice was signed by the Court. For the purpose of section 1169 of title 29 of the United States Code, the conservator not carrying the health insurance policy is designated the custodial parent and alternate recipient's representative.

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 **CORY WILLIAM RUSSELL** to Keisha Renee Russell or any expenditures incurred by Cory William Russell during **CORY WILLIAM RUSSELL**'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 **CORY WILLIAM RUSSELL** and shall not terminate on the death of **CORY WILLIAM RUSSELL**. 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 **CORY WILLIAM RUSSELL**'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 **KEISHA RENEE RUSSELL** to Cory William Russell 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 **KEISHA RENEE RUSSELL** but continues as an obligation to Addison Layne Russell and Cohen Brooks Russell. *Information Regarding Parties*

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

Name:	KEISHA RENEE RUSSELL
Social Security number:	XXX-XX-X415
Driver's license number:	XXXXXX107
Issuing state:	Texas
Current residence address:	2213 Diamond St, Houston, Texas 77018
Mailing address:	2213 Diamond St., Houston, Texas 77018
Home telephone number:	713-835-9665
Name of employer:	Chevron
Address of employment:	1500 Louisiana St. Houston, TX 77002
Work telephone number:	713-835-9665

Name:	CORY WILLIAM RUSSELL
Social Security number:	—XXX-XX-X167
Driver's license number:	XXXXXX__
Issuing state:	Texas
Current residence address:	806 Fisher, Houston, Texas 77018
Mailing address:	806 Fisher, Houston, Texas 77018
Home telephone number:	832-349-5815
Name of employer:	Krohne, Inc.
Address of employment:	55 Cherry Hill Dr. Beverly, MA 01915
Work telephone number:	832-349-5815

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 at 201 Caroline St. Houston, TX 77002. 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.

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.

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.

Division of Marital Estate

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

Property to Petitioner

IT IS ORDERED AND DECREED that Petitioner, **KEISHA RENEE RUSSELL**, is awarded the following as her sole and separate property, and Respondent, **CORY WILLIAM RUSSELL**, is divested of all right, title, interest, and claim in and to that property:

P-1. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

LT 4 BLK 1
DEROLOC PAR R/P
2213 Diamond Street
Houston, TX 77018

P-2. All sums of cash in the possession of Petitioner or subject to her sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in Petitioner's sole name or from which Petitioner has the sole right to withdraw funds or which are subject to Petitioner's sole control including:

- a. Chevron Federal Credit Union, Checking Account ending in 0900, Savings Account ending in 0100, and Market Edge Account ending in 0400, all of which are in **KEISHA RENEE RUSSELL**'s name;
- b. Bank of America Savings Account Ending in 5757 in **KEISHA RENEE RUSSELL**'s name, and Checking Account ending in 7087 in **CORY WILLIAM RUSSELL** and **KEISHA RENEE RUSSELL**'s name; and
- c. The Venmo account in **KEISHA RENEE RUSSELL**'s name.

P-3. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to the:

Chevron Employee Savings Plan in **KEISHA RENEE RUSSELL**'s name.

P-4. The 2014 Jeep Cherokee motor vehicle, vehicle identification number 1C4RJEBT7EC255694, together with all prepaid insurance, keys, and title documents.

P-5. The Northwestern Mutual term life insurance policy ending 8768.

Property to Respondent

IT IS ORDERED AND DECREED that Respondent, **CORY WILLIAM RUSSELL**, is awarded the following as his sole and separate property, and Petitioner, **KEISHA RENEE RUSSELL**, is divested of all right, title, interest, and claim in and to that property:

R-1. All sums of cash in the possession of Respondent or subject to his sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in Respondent's sole name or from which Respondent has the sole right to withdraw funds or which are subject to Respondent's sole control including:

- a. Chase Checking Account ending in 5180 and Savings Account ending in 3757, both of which are in **CORY WILLIAM RUSSELL**'s name;
- b. Resource 1 Checking and Direct Accounts in the name of **CORY WILLIAM RUSSELL** and **KEISHA RENEE RUSSELL**;
- c. Wells Fargo Checking Account ending 6734 in **CORY WILLIAM RUSSELL**'s name;
- d. The Checking account ending 4178 in **CORY WILLIAM RUSSELL**'s name and the savings account ending 8970 in **CORY WILLIAM RUSSELL**'s name; and

- e. The Venmo account in **CORY WILLIAM RUSSELL**'s name.

Division of Personal Property and Furnishings

KEISHA RENEE RUSSELL and **CORY WILLIAM RUSSELL** shall divide the household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, equipment, clothing, jewelry and other personal effects that are located in the Diamond Street residence, or in their possession or subject to their control by mutual agreement. If the Parties cannot mutually agree on the division of such items, they shall submit the issue to binding arbitration with Alyssa Lemkuil.

Division of Debt

Debts to Petitioner

IT IS ORDERED AND DECREED that Petitioner, **KEISHA RENEE RUSSELL**, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold Respondent, **CORY WILLIAM RUSSELL**, and his property harmless from any failure to so discharge, these items:

P-1. The balance due, including principal, interest, tax, and insurance escrow, on the promissory note executed by **KEISHA RENEE RUSSELL** and **CORY WILLIAM RUSSELL**, in the original principal sum of \$444,400, dated October 17, 2017, payable to Envoy Mortgage Ltd., and secured by deed of trust on the real property awarded in this decree to the Petitioner, which is recorded in the Deed of Trust Records of Harris County, Texas.

P-2. The balance due, including principal, interest, and all other charges, on the promissory note payable to Fifth Third Bank, and given as part of the purchase price of and secured by a lien on the 2014 Jeep Cherokee motor vehicle awarded to Petitioner.

P-3. The following debts, charges, liabilities, and obligations:

- a. 100% of the debt owed to Chase Amazon, Account number ending 4593 in **KEISHA RENEE RUSSELL**'s name;
- b. 100% of debt owed to American Express, Account number ending 41002 in **KEISHA RENEE RUSSELL**'s name;
- c. 100% of the debt owed on the Bank of America Line of Credit in **KEISHA RENEE RUSSELL**'s name;
- d. 100% of the debt owed to Small Business Administration Loan, Account number ending 7007 in **CORY WILLIAM RUSSELL**'s name.
- e. 50% of the amount owed on the loan from Rick Russell to **CORY WILLIAM RUSSELL** and **KEISHA RENEE RUSSELL**, that 50% amount being \$28,200.00 as of November 15, 2018; and
- f. 100% The balance owed on the mortgage and all utilities owed for the month of November 2018 for the Diamond Street residence.

P-4. All debts, charges, liabilities, and other obligations incurred solely by **KEISHA RENEE RUSSELL** from and after June 20, 2018, unless express provision is made in this decree to the contrary.

P-5. All encumbrances, ad valorem taxes, liens, assessments, or other charges due or to become due on the real and personal property awarded to **KEISHA RENEE RUSSELL** in this Decree unless express provision is made in this Decree to the contrary, including but not limited to 100% of the property taxes due and payable for the residence awarded to **KEISHA RENEE RUSSELL** herein.

P-6. 100% of the balance owed on the loan against **KEISHA RENEE RUSSELL**'s Chevron Employee Savings Plan.

P-7. 100% of the attorneys' fees, expert witness fees, and appraisal fees incurred by **KEISHA RENEE RUSSELL** in connection with the Parties' divorce, including but not limited to 100% of the fees owed to Goldsberry & Associates.

Debts to Respondent

IT IS ORDERED AND DECREED that Respondent, **CORY WILLIAM RUSSELL**, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold Petitioner, **KEISHA RENEE RUSSELL**, and her property harmless from any failure to so discharge, these items:

R-1. The following debts, charges, liabilities, and obligations:

- a. 100% of the debt owed to Synchrony Empire Floors, Account number ending 8365 in **KEISHA RENEE RUSSELL** and **CORY WILLIAM RUSSELL**'s name;
- b. 100% of the debt owed to Capital One, Account number ending 7561 in **CORY WILLIAM RUSSELL**'s name;
- c. 100% of the debt owed to Resource 1, Account number ending 0147 in **CORY WILLIAM RUSSELL**'s name;
- d. 100% of the debt owed to Chase, Account number ending 9677 in **CORY WILLIAM RUSSELL**'s name;
- f. 100% of the debt owed to Prosper, Account number ending 6716 in **CORY WILLIAM RUSSELL**'s name;
- g. 100% of the debt owed to Christus Health for Cory Russell
- h. 100% of the debt owed to Medical Clinic of Houston for Cory Russell
- i. 100% of the debt owed to Chase account ending 9065 in Cory Russell's name;
- j. 50% of the amount owed on the loan from Rick Russell to **CORY WILLIAM RUSSELL** and **KEISHA RENEE RUSSELL**, that 50% amount being \$28,200.00 as of November 15, 2018; and

- k. 100% of the amount owed on the loan from Rick Russell to **CORY WILLIAM RUSSELL** and **KEISHA RENEE RUSSELL**, that amount being \$8,000.00 as of November 15, 2018.

R-2. All debts, charges, liabilities, and other obligations incurred solely by **CORY WILLIAM RUSSELL** from and after June 20, 2018, unless express provision is made in this decree to the contrary.

R-3. All encumbrances, ad valorem taxes, liens, assessments, or other charges due or to become due on the real and personal property awarded to **CORY WILLIAM RUSSELL** in this Decree unless express provision is made in this Decree to the contrary.

R-4. 100% of the attorneys' fees, expert witness fees, and appraisal fees incurred by **CORY WILLIAM RUSSELL** in connection with the Parties' divorce, including but not limited to 100% of the fees owed to Fullenweider Wilhite, PC.

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.

Liability for Federal Income Taxes for Prior Year

IT IS ORDERED AND DECREED that **KEISHA RENEE RUSSELL** and **CORY WILLIAM RUSSELL** shall be equally responsible for all federal income tax liabilities of the parties from the date of marriage through December 31, 2017, and each party shall timely pay 50 percent of any deficiencies, assessments, penalties, or interest due thereon and shall indemnify and hold the other party and the other party's property harmless from 50 percent of such liabilities unless such additional tax, penalty, and/or interest resulted from a party's omission of taxable income or claim of erroneous deductions. In such case, the portion of the tax, penalty, and/or interest relating to the omitted income or claims of erroneous deductions shall be paid by the party who earned the omitted income or proffered the claim for an erroneous deduction. The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

Treatment/Allocation of Community Income for Year of Divorce

For the purposes of determining income tax liability, the parties agree and hereby partition 100 percent of the income, gain, loss, and deductions attributable to a party from that party's individual labor, that party's individual efforts, or the property awarded in this agreement to that party, as that party's sole and separate property, as if that party had been single and unmarried

from January 1, 2018, through the date of divorce. The partition further assigns to a party any exemptions, exclusions, estimated tax payments, and withholdings made by that party or for the other party's benefit from January 1, 2018, through the date of divorce, as if the same were that party's separate property. The parties AGREE, and IT IS ORDERED AND DECREED that, for purposes of determining income tax liability, any property awarded to a party in this decree shall be deemed to be partitioned to that party and have been that party's separate property as of January 1, 2018, and thereafter. The parties further AGREE, and IT IS ORDERED AND DECREED that any tax payments and any payments that are tax deductible are assigned to the party who made those payments.

IT IS ORDERED AND DECREED that for the calendar year 2018, each party will file an individual income tax return in accordance with the Internal Revenue Code.

IT IS ORDERED AND DECREED that **KEISHA RENEE RUSSELL** shall report 100 percent of her income, withholding, prepayments, and deductions and none of **CORY WILLIAM RUSSELL**'s income, withholding, prepayments, and deductions. **KEISHA RENEE RUSSELL** shall be entitled to receive 100 percent of any refund for which she might be entitled on her 2018 federal income tax return. **KEISHA RENEE RUSSELL** shall pay 100 percent of any liability shown on her 2018 federal income tax return.

IT IS ORDERED AND DECREED that **CORY WILLIAM RUSSELL** shall report 100 percent of his income, withholding, prepayments, and deductions and none of **KEISHA RENEE RUSSELL**'s income, withholding, prepayments, and deductions. **CORY WILLIAM RUSSELL** shall be entitled to receive 100 percent of any refund for which he might be entitled on his 2018 federal income tax return. **CORY WILLIAM RUSSELL** shall pay 100 percent of any liability shown on his 2018 federal income tax return.

IT IS ORDERED AND DECREED that for calendar year 2018, each party shall indemnify and hold the other party and the other party's property harmless from any tax liability associated with the reporting party's individual tax return for that year unless the parties have agreed to allocate their tax liability in a manner different from that reflected on their returns.

IT IS ORDERED AND DECREED that each party shall furnish such information to the other party as is requested to prepare federal income tax returns for 2018 within thirty days of receipt of a written request for the information, and in no event shall the available information be exchanged later than March 1, 2019. As requested information becomes available after that date, it shall be provided within ten days of receipt.

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

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

Credit Cards

IT IS ORDERED AND DECREED that Petitioner is granted exclusive use of the following credit cards and Respondent is enjoined and prohibited from using or incurring any indebtedness on those cards:

1. Chase Amazon account ending 4593 in **KEISHA RENEE RUSSELL**'s name; and
2. American Express account ending 41002 in **KEISHA RENEE RUSSELL**'s name.

Respondent is ORDERED to return the following cards to Petitioner by December 1, 2018:

1. Chase Amazon Card ending in -4593 in **KEISHA RENEE RUSSELL**'s name;
2. American Express Card ending in -41002 in **KEISHA RENEE RUSSELL**'s name.

IT IS ORDERED AND DECREED that Respondent is granted exclusive use of the following credit cards and Petitioner is enjoined and prohibited from using or incurring any indebtedness on these cards:

1. Resource 1 Card ending in -0147 in **CORY WILLIAM RUSSELL**'s name;
2. Chase Card ending in -9065 in **CORY WILLIAM RUSSELL**'s name;
3. Chase Card ending in -9677 in **CORY WILLIAM RUSSELL**'s name; and
4. Capital One Card ending in -7561 in **CORY WILLIAM RUSSELL**'s name

Confirmation of Separate Property

IT IS ORDERED that the following described property or liability is confirmed as the separate property of **KEISHA RENEE RUSSELL**:

1. Past due medical bills in the amount of \$3,500.00

IT IS ORDERED that the following described property or liability is confirmed as the separate property of **CORY WILLIAM RUSSELL**:

1. Keyboard; and
2. Guns

Equalization of the Community Estate

In order to effectuate a just and right division of the community estate, IT IS ORDERED that **KEISHA RENEE RUSSELL** shall pay **CORY WILLIAM RUSSELL** the total sum of fifty-four thousand dollars (\$54,000.00) on or before January 31, 2019, which amount she shall pay by obtaining a home equity loan/line of credit or otherwise. If **KEISHA RENEE RUSSELL** is unable to pay **CORY WILLIAM RUSSELL** the total sum of \$54,000.00 by January 31, 2019, then Parties

shall submit the issue of how **CORY WILLIAM RUSSELL** is to receive this amount, including but not limited to listing the house for sale, to binding arbitration with Alyssa Lemkuil.

IT IS FURTHER ORDERED that **CORY WILLIAM RUSSELL** shall pay his father, Rick Russell, the total sum of \$4,000 from the money received from **KEISHA RENEE RUSSELL**, as repayment of Keisha's share of the borrowed amount from Children's College fund managed by Rick Russell.

Miscellaneous

IT IS ORDERED that **CORY WILLIAM RUSSELL** shall use his best efforts to transfer his truck lease into his name alone and out of **KEISHA RENEE RUSSELL**'s name within 30 days after the Judge signs this Divorce Decree. If **CORY WILLIAM RUSSELL** is not able to do so, the Parties shall arbitrate with Alyssa Lemkuil regarding how to remove the lease from Keisha's name. Cory Russell is responsible for paying the lease payments effective November 15, 2018.

IT IS FURTHER ORDERED that all financial accounts held in the name of **CORY WILLIAM RUSSELL** and **KEISHA RENEE RUSSELL** jointly shall be closed immediately after the funds are removed by the Party to whom they are awarded.

IT IS FURTHER ORDERED that the following property is awarded for the use and benefit of the Parties' adult child, Taylor Russell: Volkswagen Tiguan, Bank of America Account ending 5322, and Bank of American account ending 1507.

Transfer and Delivery of Property

IT IS ORDERED that **CORY WILLIAM RUSSELL** shall deliver to **KEISHA RENEE RUSSELL** by and through her attorney of record the following fully executed instruments within five days of Entry of this Decree:

1. Special Warranty Deed

IT IS ORDERED that **KEISHA RENEE RUSSELL** shall deliver to **CORY WILLIAM RUSSELL**, by and through his attorney of record, the following fully executed instruments within five days of Entry of this Decree:

1. Deed to Secure Assumption

Muniment of Title

This Final Decree of Divorce shall serve as a muniment of title to transfer ownership of all property awarded to any party in this Final Decree of Divorce.

Court Costs

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

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

Indemnification

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

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

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

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

Clarifying Orders

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

Relief Not Granted

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

Date of Judgment

SIGNED on _____

Signed:
12/28/2018



JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

Goldsberry & Associates, PLLC

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APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

Keisha Renee Russell

Petitioner

"See Attached"

Respondent

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

Petitioner



Respondent



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this February 8, 2019

Certified Document Number: 83154043 Total Pages: 35

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com