

322-744263-23

ASSOCIATE
JUDGE'S REPORT

03.14.2024

322ND FAMILY DISTRICT COURT
322-744263-23
ASSOCIATE JUDGE'S REPORT
FOR TEMPORARY ORDERS

FILED
TARRANT COUNTY
3/26/2024 3:19 PM
THOMAS A. WILDER
DISTRICT CLERK

CAUSE NUMBER: 322 - 744263-23

IT MOT MO/IN RE/ITIO

Meyers

§
§
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§

IN THE DISTRICT COURT

TARRANT COUNTY, TEXAS

322ND JUDICIAL DISTRICT

1. IT is ordered that Movant's motion for to vacate is denied.
2. It is ordered that Movant shall provide Mrs. ^{Meyers'} ~~Meyer~~ attorney with a list of the technology he needs from the marital home, for his business.
3. It is ordered that the parties shall present a the Temporary orders ~~by~~ regarding the ACR ^{signed} ~~filed~~ on 2/11/2024 by 1:30pm today.

Approved as to form


Attorney for Petitioner

Attorney for Respondent

Court Notes that Respondent would not sign this report as to form. He did agree that Paragraphs 1 + 3 (correctly)

Petitioner

Respondent

reflected the Court's ruling after a hearing.

SO ORDERED: He did not agree the Paragraph 2 accurately reflected the Court's ruling, but provided no alternative language; therefore the Court signed this report.

Associate Judge

3/14/22

Date

Associate Judge

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Associated Case Party: CHARLESDUSTINMYERS

Name	BarNumber	Email	TimestampSubmitted	Status
Daniel Bacalis		service@dbacalis.com	3/26/2024 3:19:25 PM	SENT
Tammy L.Johnson		tjohnson@dbacalis.com	3/26/2024 3:19:25 PM	SENT
Daniel R.Bacalis		dbacalis@dbacalis.com	3/26/2024 3:19:25 PM	SENT
CHARLES MYERS		chuckdustin12@gmail.com	3/26/2024 3:19:25 PM	SENT

Associated Case Party: MORGANMICHELLEMYERS

Name	BarNumber	Email	TimestampSubmitted	Status
MORGAN MICHELLEMYERS		morganmw02@gmail.com	3/26/2024 3:19:25 PM	SENT
Cooper L.Carter		coopercarter@majadmin.com	3/26/2024 3:19:25 PM	SENT

DKT (81)



**2ND AMENDED PREPARATORY NOTICE FOR JUDICIAL
REVIEW**

FILED ON: 03/26/2024

FEE: \$0.00

FILER/REQUESTOR: CHARLES DUSTIN MYERS

322-744263-23

FILED
TARRANT COUNTY
3/26/2024 12:00 AM
THOMAS A. WILDER
DISTRICT CLERK

NOTICE THIS DOCUMENT CONTAINS SENSITIVE DATA

IN THE 322nd DISTRICT COURT
OF TARRANT COUNTY
FORT WORTH, TEXAS

Morgan Michelle Myers

v.

Charles Dustin Myers

Second Amended Preparatory Notice for Judicial Review
No. 322-744263-23

Daniel R. Bacalis, P.C.

Dan Bacalis

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RESPONDENT'S PRIOR COUNSEL



No. 322-744263-23 (consolidated)

IN THE 322ND DISTRICT COURT
OF TARRANT COUNTY
FORT WORTH, TEXAS

In re Charles Dustin Myers
for MEM & CRM,
two minors

IDENTITY OF PARTIES AND COUNSEL

Respondent certifies that the following is a complete list of the parties, their attorneys,
and any other person who has any interest in the outcome of this case:

COUNSEL FOR PETITIONER:

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REAL PARTIES OF INTEREST:

Morgan Michelle Myers, Petitioner

[REDACTED]

Charles Dustin Myers, Respondent

[REDACTED]

CRM, a minor child

MEM, a minor child

Daniel Kenneth Branthoover, Witness¹

[REDACTED]

Margie Evonne Wilson, Witness²

[REDACTED]

Jesse Wilson, Witness³

[REDACTED]

Cooper L. Carter, Witness⁴

¹ Mr. Branthoover's residency in Oklahoma necessitates his inclusion to address jurisdictional concerns and ensure that all relevant parties are properly before the court for a complete resolution of the dispute.

² Margie Wilson is the Couple's landlord and resides adjacent to the family home.

³ Jessie Wilson is the Couple's landlord and resides adjacent to the family home.

⁴ Given the growing probability that Ms. Carter will be required as a witness in this case, it is imperative for the integrity of the proceedings that she voluntarily withdraws from representation to avoid potential conflicts of interest and ensure procedural fairness for when the trial inevitably seeks removal to Federal Court.

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Issue: Considering the absence of concrete evidence indicating an immediate risk of harm or abuse towards the petitioner or minor children, did the court’s decision to issue Temporary Orders on January 16th, January 22nd, and February 1st—thereby excluding the Respondent from the family residence and severing his relationship with his children—constitute an abuse of discretion under Texas Family Code § 83.001 et seq., which necessitates clear evidence of danger for such emergency action, ultimately leading to a violation of the Respondent’s due process and infringement of constitutional and parental rights as outlined by the *U.S. Constitution and Tex. Const. art. I, § 19*, while also disregarding the children’s best interest as mandated by *FAM § 153.002*?

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STATEMENT OF THE CASE

1. **Nature of Proceeding(s).** This case memorandum is respectfully submitted in good faith regarding the underlying legal proceedings brought against the Respondent in a systematic and concurrent fashion:
 - a. Divorce: 322-744263-23 \ filed **2023-12-18**
 - b. Protective Order: 322-744538-23 \ filed **2023-12-22**
 - c. Eviction: JP01-23-E00102017 \ filed **2023-12-28**
2. **Judge(s), Court, and County.** Hon James B. Munford && Hon Jeffrey N. Kaitcer, 322nd (Family) District Court, Tarrant County, Texas
3. **Claim of Respondent:** The Court unlawfully removed the Respondent from his home without a right to legal representation and without any findings of fact that would warrant such a drastic decision which not only severely damaged the ability of the Respondent to provide for them, but has ultimately left him homeless and the children without one of their parents without conducting any discovery or indicating any lawful reasoning for doing so.
4. **Habeas Corpus** N/A
5. **Supreme Court** N/A



ISSUES PRESENTED

1. Given evidence suggesting that the Petitioner fabricated allegations of family violence to secure a tactical advantage in custody and divorce proceedings, does this raise a significant legal question regarding the adequacy of safeguards against misuse of protective orders, potentially warranting a review of the court's reliance on unverified claims in making preliminary decisions affecting parental rights and access to children?
2. Considering the absence of concrete evidence indicating an immediate risk of harm or abuse towards the Petitioner or minor children, did the Court's initial decision to issue Temporary Orders on January 16th, followed by January 22nd, and February 1st—thereby excluding the Respondent from the family residence and severing his relationship with his children—constitute an abuse of discretion lacking clear evidence of danger for such emergency action, ultimately leading to a violation of the Respondent's due process and infringement of constitutional and parental rights, while also disregarding the children's best interests?
3. How can the Court remove one parent from the home without following the mandated process required by law, resulting in the destruction of the status quo of the minor children, and further uphold this decision when no finding of facts has taken place?



FAMILY BACKGROUND

- I. Petitioner and Respondent are referenced herein as *the Couple*.
 - II. The two children are referenced herein as *the Children*.
-
1. The Couple were married on June 20, 2015, and have two daughters aged seven and five at the time of this Memorandum.
 2. The Couple moved into the residence located at [REDACTED] [REDACTED] around July 2015.
 3. The family home is adjacent to the Petitioner's grandparents, who are also the landlords of the Couple, where they entered into a lease agreement on July 22nd, 2015.
 4. The Couple have both played significant roles in the upbringing of the Children throughout their lifetime.
 5. The Couple are both actively involved in the children's school activities and extra-curriculars.
 6. Throughout the marriage, the Petitioner reiterated her strong desire to leave the family home and to escape the controlling nature of her grandparents.
 7. Throughout the marriage, the Children have had continuous access to both parents throughout their lives up until court intervention on January 16th, 2024.
 8. Throughout the marriage, the Couple have never endangered the Children.



EMPLOYMENT HISTORY AND FAMILY DYNAMICS

1. Throughout their marriage, both parents have alternated roles as stay-at-home parents, adapting their employment status to meet the developmental needs and schedules of their children, now aged seven and five. This arrangement has enabled both the Petitioner and Respondent to maintain an active and consistent presence in their children's lives, encompassing not only day-to-day care but also engagement in school activities and extracurricular events. This hands-on approach has been a testament to their dedication to the well-being and upbringing of their children, demonstrating a flexible yet committed stance towards balancing family responsibilities with personal and professional development opportunities as they arise.
2. The Couple had lived paycheck to paycheck for most of the marriage, and things began to look up when the Petitioner acquired a job as a Leasing Agent/Consultant near our home. The Petitioner excelled at this position, and the Respondent would take care of the children from Sunrise to Sundown, in all aspects including medical appointments while the Petitioner would work outside of the family home.
3. The unique situation the Couple had been blessed with put them in a situation where the children could frequently visit their grandparents next door, creating a rare and ideal situation for them, also enabling the Respondent to help generate income by acquiring a part-time Legal



Transcriptionist job from home while the children were in the care of the Grandparents.

4. During May of 2019, the Petitioner was unexpectedly terminated from her job as a Leasing Agent, where the Couple once more swapped roles as the stay-at-home parent, and the Respondent quickly acquired employment at Classic Mazda of Denton, starting on July 1st, 2019.
5. This transition was very difficult, as the Respondent went from seeing his children every day to sometimes not at all given the hour-long commute to work and extraneous hours and was in an entirely new field of work as a sales associate.
6. In the Fall of 2019, the COVID-19 pandemic hit and put the dealership in a state of uncertainty by significantly reducing the number of patrons who would visit the dealership, which impacted the monthly commission for the Respondent, creating significant down-time that the Respondent took advantage of by self-certifying himself in many areas of the dealership.
7. One evening at work, the Respondent noticed the Photographer taking photos of the vehicles out on the lot for the purpose of displaying them on the dealership's website, which sparked an idea that would ultimately



become the sales solution for the dealership during the COVID-19 pandemic.

8. In November of 2019, the Respondent created a YouTube channel entitled Charlie and the Mazdas, where he began to use his self-certification for internet sales to create personalized videos for internet clients during the pandemic, allowing them to see the features of their desired vehicle from the comfort of their own home. If the client decided to move forward, the Respondent would wrap the steering wheels in plastic wrap, wash the vehicles himself, and drive them to the client's residence as a courtesy service during the pandemic.
9. This approach was not only successful but lead to the Respondent finishing second overall for the Southwest Region of the United States for Mazda sales for the year of 2020.
10. The Couple also leased their first vehicle in November of 2019, which was a Mazda CX-5 Grand Touring model, machine grey.
11. As the year 2020 unfolded, the Respondent found himself increasingly drawn to the stock market. This interest was sparked by the extraordinary market conditions of 2020, fueled by the Federal Reserve's pivotal amendments to Regulation D and the Supplemental Leverage Ratio. These changes were instrumental in maintaining bank liquidity, enabling continued lending to high-risk companies amid the pandemic, presenting unique investment opportunities.



12. By January 2021, inspired by his burgeoning passion for financial markets—and motivated by a desire to reclaim precious time with the Children—the Respondent made a conscientious decision to part ways with the dealership. This step was taken in good faith, driven by his commitment to both his family and his growing interest in financial markets, setting the stage for a new chapter in his professional and personal life since his employment began on July 1st, 2019.
13. Shortly after starting this new chapter, the Respondent quickly realized trading was going to be a lot more challenging than he had first realized, which lead to the evolution of his YouTube channel, renamed from Charlie and the Mazdas to Charlie's Vids, where he turned his focus to SEC law, covering agency filings out of *the Options Clearing Corporation*, *National Securities Clearing Corporation*, *Depository Trust Company*, *Depository Trust Clearing Corporation*, *FINRA*, *the Code of Federal Regulations*, *the Office of Financial Research*, amongst other market agencies.
14. The Respondent would cover the filings, accompanied by PowerPoint presentations for the viewer, which quickly became well-received, garnering the Respondent over 30,000 subscribers by May of 2021.



15. The surge in viewership not only augmented the family's income but also established a robust passive income stream for the Respondent and his family. This financial uplift empowered him to delve further into the intricacies of the financial sector, focusing on market architecture, the mechanics of trading, and the analysis of market data.
16. By September 12th, 2021, his deepened interest in financial market data culminated in the launch of a unique service. This innovative venture offered market data solutions to clients through a variety of platforms including Discord and Telegram, alongside tailored scanners, feeds, and bots. Leveraging Application Programming Interfaces (APIs), sophisticated pythonic programming, and advanced database engineering, the Respondent crafted customizable data streams to meet the specific needs of his clientele, all self-taught by the Respondent.
17. The escalating demands of the Respondent's business necessitated an upgrade to more potent computing hardware in February 2022. This strategic investment enabled him to further scale his operations, propelling the family towards financial independence.
18. Parallel to the Respondent's business ascent, the Petitioner took on a more prominent role within their children's educational community. Her involvement with the school's Parent Teacher Association (PTA) eventually led her to the presidency, making a significant contribution to their children's educational environment.



19. The culmination of these endeavors was celebrated with the family's first vacation in July 2022.⁵ They chose South Padre Island, Texas—a place of sentimental value, as it was where the Respondent spent many cherished moments of his childhood. Staying in the home that hosted his formative years, they created new memories as a family, intertwining past and present.

20. Throughout the remainder of the year and into 2023, the couple continued in their respective roles, gradually drifting apart. The Respondent, deeply engrossed in his business, and the Petitioner, yearning for new experiences outside the home, unknowingly allowed a gap to form between them, threatening the unity of their marriage. Despite this, their commitment to their children's welfare remained unwavering, a testament to their dedication, as seen in the children's thriving well-being and exceptional achievements in school and dance.

21. In July of 2023, the family took another trip to South Padre Island, a journey that served both to revisit cherished memories and create new ones.



22. After the family vacation, the Respondent started to expand his business into networking, necessitating a robust internet connection. He needed to secure various services linked to his local IP address and handle a large amount of data, making cloud storage or hosting impractical for his needs due to the costs associated with it.

23. Around this same time, the Petitioner acquired a part-time job in the City of Watauga, where she would work primarily evenings and on Saturdays, frequently visiting the residence of her friends after work.

24. From the end of July to mid-November 2023, the Respondent dedicated himself to optimizing his setup. By November 24th, 2023, he launched his own web service from home, elevating his client offerings by integrating marketing efforts directly with his services, setting a new benchmark for his business model.

25. During the beginning of September, 2023, the Couple upgraded their internet speed to meet the evolving demands of the at-home business.⁶

26. Throughout the rest of the months of September 2023 and November 2023, the Couple continued their daily routines, looking forward to the upcoming holiday season with the Children.

⁶ Petitioner excited and aware of my needs for at-home work just 3 months prior to the Divorce announcement.



27. On December 1st, 2023, the Petitioner announced her desire for a divorce.



Statement of Facts

I. Background Facts

1. The Petitioner had a meeting of the minds with Margie Evonne Wilson, Jessie Wilson, and Dan Branthoover between the dates of December 15th, 2023, and December 19th, 2023 to have the Respondent removed from his home. This claim of was first introduced and can be found un-disputed within the record via the *Background Report for Case Consolidation* below.
2. Between the dates of December 14th, 2023 and December 28th, 2023, the Petitioner and her family sought a total of 5 frivolous suits against the Respondent:
 - a. Ex-Parte Temporary Protection Order | 12-14-2023 | DENIED
 - b. Eviction Notice | 12-17-2023 | Hearing: 01-17-2024 | DISMISSED FOR LACK OF JURISDICTION
 - c. Divorce | 12-18-2023 | Hearing: N/A⁷
 - d. Protection Order | 12-22-2023 | Hearing: 01-16-2024 | CONSOLIDATED / CONTINUANCE

⁷ Since the filing of divorce on 12-18-2023, all matters pertaining to this case have unquestionably been founded on false allegations of family violence.



- e. Temporary Restraining Order | 12-28-2023 | Hearing:
N/A⁸

II. Procedural Facts

3. On January 2nd, 2024, the Respondent filed the Answer to the Protective Order.
4. On January 3rd, 2024, the Respondent filed the Motion to Consolidate with an attached Background Report for Case Consolidation.
5. On January 8th, 2024, the Respondent filed the Motion of Continuance in order to acquire Counsel due to the severity of the claims against him.
6. On January 16th, 2024, the Couple attended the Show Cause hearing at 9:00 A.M. in the Associate Judge's Courtroom. The case was continued / consolidated with the Divorce. Rendered 01-17-2024. Reset date set for 01-22-2024.
7. On January 16th, 2024, the Respondent filed the Counterpetition for Divorce.

⁸ This document was never served to the Respondent, and was only identified by looking at the record after terminating his legal counsel.



8. On January 17th, 2024, the Respondent and Margie Wilson attended the Eviction hearing, which was dismissed for lack of Jurisdiction. Respondent prevailed.
9. On January 17th, 2024, the Respondent spent \$3,000 and retained the services from Daniel R. Bacalis.
10. On January 19th, 2024, the Respondent uploaded the Comprehensive Statement of Context to the Client Portal offered by Dan Bacalis as well as an Unsworn Declaration which served to inform Mr. Bacalis of the Respondent's goals and case context.
11. On January 19th, 2024, the Respondent reached out to Mr. Bacalis via email to communicate the critical key points of the case and to reiterate his desires.
12. On January 22nd, 2024, the Couple attended the reset hearing. The case was once again continued due to the failure of the Petitioner to acquire counsel until the last minute when she retained Cooper L. Carter. Rendered 01-24-2024. Reset date set for 02-01-2024.
13. On January 23rd, 2024, the Respondent reached out to Mr. Bacalis with further concerns and a desire to challenge the situation at the time.



14. On January 25th, 2024, after failing to hear from Mr. Bacalis for 48 hours, the Respondent reached out to Mr. Bacalis via email informing him of his lack of concern regarding the interests of the Respondent.
15. On January 31st, 2024, Ms. Carter filed the First Amended Petition for Divorce. Upon being notified of this document being filed via the e-file system, the Respondent reached out to Mr. Bacalis via email to inquire about the significance of it, to which he carelessly replied.
16. On January 31st, 2024, Mr. Bacalis filed the First Amended Counterpetition for Divorce.
17. On January 31st, 2024, the Respondent was called by his daughters, who were crying on the phone, requesting that the Respondent return home. After this call, the Respondent once again reached out to Mr. Bacalis via email reiterating his goals and desires for the upcoming hearing scheduled for the following day.
18. On February 1st, the Couple attended the second reset hearing. The case was settled under agreed orders.⁹ The case was also consolidated for a second time. None of the concerns were represented by Mr. Bacalis, and the Protective Order continued to be used as leverage from the Petitioner and Ms. Carter.

⁹ The stipulations set forth in these agreed orders were not met, calling into question their enforceability or validity.



19. On February 5th, 2024, due to the failure of Mr. Bacalis to advocate effectively for the Respondent, his services were terminated via email correspondence.
20. On February 5th, 2024, the Respondent promptly notified the Court of his decision to terminate his representation.
21. On February 6th, 2024, the Respondent signed the Order of Withdrawal for Mr. Bacalis.
22. On February 8th, 2024, the Respondent timely filed an Emergency Motion to Reconsider Evidence and Vacate Temporary Orders.
23. On February 12th, 2024, the Respondent was contacted by the Court Coordinator, Lindsey Baker, who offered several times to be heard regarding the *Emergency Motion* filed 02-08-2024. The Respondent was required to get the availability of Ms. Carter, and it was determined via email correspondence that her earliest available time was March 14th, and that she would be filing a countermotion. That countermotion was never filed.
24. On February 14th, 2024, the Respondent filed the Respondent's Answer to Petitioner's First Amended Petition for Divorce.



25. On February 22nd, the Respondent filed a Motion of Summary Judgement to have the Court reset the case in the interests of the Children until proper discovery could be conducted.
26. On March 4th, 2024, the Respondent filed a Notice / Unsworn Declaration with the court informing them that he would not be leaving the family home for several reasons, the most important being that it would not serve the children's best interests.
27. The opposing Counsel failed to conduct discovery, object, or deny any relief the Respondent sought in all of the above filings and motions, and failed to respond to any claims being made against the Petitioner in any of the documents on record.
28. On March 14th, 2024, the hearing was held regarding the *Emergency Motion to Reconsider Evidence and Vacate Temporary Orders*, which was ultimately focused solely on the agreed orders signed on February 1st, 2024 that failed to meet the procedural requirements as ordered.¹⁰
29. On March 14th, 2024, Ms. Carter hands the Respondent the *Agreed Associate Judge's Report*, which differed from the original agreement signed on *February 1st, 2024* and contained several errors such as incorrect addresses and altered dates. The Respondent made these errors known to the opposing party on March 18th, 2024.

¹⁰ The termination of Dan Bacalis was a necessary and strategic move by the Respondent, as the procedural requirements outlined in the agreed orders were not met and the pending Summary Judgement remains un-opposed.



III. Undisputed Evidentiary Facts

1. The Petitioner, Morgan Michelle Myers, knowingly and willingly deceived the Court under penalty of Perjury in the following manner since the onset of the case:
 - i. The Petitioner knowingly and willingly filed for divorce claiming an *Affidavit of Inability to Pay* just four days after emptying the Couple's joint bank account into Dan Branthoover's PayPal account, where it was subsequently transferred to the Petitioner's sole bank account, as admitted by Mr. Branthoover himself on December 16th, 2023.
 - ii. The Petitioner knowingly and willingly filed for an *Emergency EX-Parte Order of Protection* on December 14th, 2023, yet was compelled to invite the Respondent to the school field-trip, directly contradicting the need for protection from the Respondent.
 - iii. The Petitioner was under the influence of Dan Branthoover, who stated his intent to help the Petitioner file the divorce paperwork on December 16th, 2023, and after the divorce was filed, referred to himself as her attorney while having no license to practice law in Texas or any other state.



- iv. The Petitioner knowingly and willingly waived the 60-day waiting period for divorce, citing that an active order of protection was currently in place, and that family violence had been found to have occurred during the Couple's marriage. Neither of these statements were true, as the Petitioner was denied such an order just four days prior.
- v. The Petitioner knowingly and willingly influenced the Couple's landlords into believing that she needed protection, which was followed by the initiation of an Eviction suit on Sunday, 12-17-2023 in which the Respondent prevailed on 01-17-2024 due to lack of jurisdiction.
- vi. The Petitioner filed for a Protective Order on 12-22-2023, while subsequently cohabiting with the Respondent and the Children that same evening clearly in no need of protection.
- vii. The deliberate actions of the Petitioner and her family members reflect a concerted effort that is both vindictive and predatory in nature, indicating a clear conspiracy to engage in unlawful conduct¹¹ aimed at depriving the Respondent of his parental rights, his ability to provide, and most importantly: damaging the children's well-being.

¹¹ The Texas Family Law Practice Manual points out a Civil Conspiracy as a valid cause of action for divorce proceedings. See § 8.56, Ch.8



2. The Court has, perhaps unintentionally, endorsed the behavior detailed in paragraph 1 by failing to thoroughly examine the case's facts, despite their repeated emphasis throughout these proceedings.
3. The opposing Counsel has not conducted any meaningful discovery in this case to warrant any significant decisions which has ultimately damaged the future outlook of the children by awarding full custody to the Petitioner for no valid reason. The only discovery conducted in this case amounts to financial disclosures which have since significantly changed, as the Petitioner has changed employment, and the Respondent has been unable to work to full capacity since March 6th, 2024.
4. The Petitioner's lack of full-time employment raises significant concerns regarding their ability to meet the financial needs of the minor children involved in this case. This issue casts doubt on the Court's decision to grant the Petitioner full custody and exclusive access to the family home. The decision, which appears to have been made on subjective grounds, preemptively removed the Respondent from the home before they had the opportunity to secure legal representation. Such an action not only adversely affects the welfare of the children but also constitutes a clear misapplication of judicial discretion.
5. The Court and Opposing counsel exhibit a strong conflict of interest, as the opposing Counsel had no initial interest in the



Divorce case, which is reflective in her failure to appropriately conduct discovery or determine what is truly in the best interests of the children.

6. The Respondent would care for the children while the Petitioner worked her evening shifts multiple times per week.
7. The Respondent would care for the children in all aspects of their lives leading up to his removal on January 16th, 2024, including while the Petitioner was out of the home filing for protection against him.¹²
8. Both the Respondent and opposing Counsel have intentionally delayed proceedings and failed to provide any evidence, witness lists, documents, or any other tangible items as required by both the Local Court Rules and the Texas Rules of Civil Procedure.

¹² See Respondent's Parental Index



RESPONDENT'S PARENTAL INDEX

The Respondent has had one objective throughout this case:

To prioritize the children's well-being and uphold the existing familial structure, while actively promoting a healthy and ongoing relationship between the children and both parents. This commitment is rooted in the understanding that the continued involvement of both parents in the children's daily lives is not only beneficial but essential for their emotional and psychological development. The Respondent seeks to ensure that the children's interests are placed at the forefront of all decisions, advocating for a stable and nurturing environment that supports their growth and well-being, which is not the current environment.

TIMELINE¹³

While the Petitioner spent the majority of her time between the dates of 2023-12-01 and 2024-01-16 filing frivolous suits rather than considering the children's best interests, the Respondent prioritized their holiday and school break while simultaneously combating concurrent lawsuits brought against him by the Petitioner and her family.

The following is a timeline of interactions of the Respondent with his Children leading up to the arbitrary removal from their lives:

¹³ These videos were made using compilation of raw videos directly from the Respondent's phone.



2023-12-02 | Trampoline / Dance / Light Show

2023-12-04 | CiCi's Pizza Arcade

2023-12-05 | Dinner / Nap Time

2023-12-06 | Scootering Home

2023-12-10 | Fun at the Park

2023-12-12 | Goofing Around in the House

2023-12-13 | Fun at the Park / Elf Costumes

2023-12-14 | Play Time with the Children¹⁴

2023-12-15 | School Pick-up

2023-12-17 | Hair Salon / Eviction / Mace¹⁵

2023-12-20 | Fun With Bubbles / Playing

2023-12-24 | Santa Came Early / Arcade

2023-12-25 | Christmas Day

2023-12-28 | Gaylord with Grandpa

¹⁴ On this date, the Petitioner filed for an Emergency Order of Protection against the Respondent while simultaneously leaving the Children in his care.

¹⁵ The Petitioner and the children return home on December 17th, 2023, from Dan Branthoover's residence in Oklahoma, accompanied by mace, clearly indicating a narrative for protection.



2024-01-04 | Skating with MEM

2024-01-05 | Skating Round 2

2024-01-07 | Pretend Dance Recital / Bowling

2024-01-08 | Gingerbread Houses / Bedtime

2024-01-15 | Snow Day / Hair

2024-01-16 | Grandpa’s House

2024-01-27

2024-01-28

2024-02-01

2024-02-02

2024-02-04

2024-02-05

2024-02-06

2024-02-07 | Playing / Drawing

2024-02-10 | Family Dance

2024-02-14 | Valentine’s Lunch

2024-02-15

2024-02-18 | Park

2024-02-18 | Ninja Kids

2024-02-19 | Put-put

2024-02-23 | Riding to School

2024-02-26 | Snow cones

2024-03-01 | Reading and Writing

2024-03-02

2024-03-06 | ¹⁶

¹⁶ While the Respondent is taking the Children to school, the Petitioner and her family run next-door and lock the door, leaving the note found within the video on the door.

THE RESPONDENT'S EFFORTS

1. Due to having failed legal representation, the resources required to acquire alternative Counsel after the termination of Mr. Bacalis coupled with the growing dis-trust of the Judicial System as a whole given the totality of circumstances left the Respondent with having to represent himself, which is a task he has taken seriously in an effort to advocate for his daughters in a zealous manner.
2. The Respondent has researched and is aware of the ever-growing burden pro-se litigants are becoming on the Courts, their staff, and their resources due to the vast majority of pro-se litigants not putting in the time or effort reasonably required to represent themselves effectively or are solely trying to reduce costs associated with their case, both leading to increased case lengths and litigation costs.
3. The Respondent in this case stands out from the stereotype as follows:
 - a. Since the removal of his home on January 16th, 2024, the Respondent has self-developed software to assist himself in the process of self-representation. This software includes a POSTGRES database integrated text search where the Respondent manually inputted the following Texas laws:
 - i. The Texas Family Code
 - ii. The Texas Rules of Evidence
 - iii. The Texas Disciplinary Rules of Professional Conduct
 - iv. The Texas Code of Judicial Conduct
 - v. The Texas Rules of Civil Procedure
 - vi. The Texas Civil Practice and Remedies Code
 - vii. The Texas Rules of Appellate Procedure
 - viii. The Texas Blue Book Citation Standards
 - ix. Federal Rules of Evidence



- x. Federal Rules of Civil Procedure
- xi. Texas Family Law Practice Manual
- xii. Texas Property Code
- xiii. Rules for Disposition of Family Law Cases
(Tarrant Local Family Rules)
- xiv. STATEWIDE RULES GOVERNING ELECTRONIC
FILING IN CRIMINAL CASES
- xv. Case Law

- b. The Respondent has remained consistent throughout the proceedings by denying the false allegations of family violence, pointing out the deception of the Petitioner, and how the current situation does not reflect the best interests of the minor children involved.
- c. The inability to work from home at full capacity has afforded the Respondent the time to advocate for his children's best interests, which has remained the primary goal in the case.
- d. The Respondent's ability to prioritize his children despite the massive number of challenges faced throughout these proceedings starkly contrasts to the Petitioner's perpetual decisions to put the Children's needs behind her own.
- e. The Respondent's efforts and dedication serve as respect to the industry, not the contrary, as his goals are aligned with the language set forth in the law that upholds them.
- f. The Respondent has met with several of his business clients to obtain sworn affidavits on his behalf to corroborate the necessity of his at-home operations:

- i. CHRISTIAN MICHAEL VROOM, DALLAS
TEXAS
- ii. LUZ MARIA OBLE | SAN DIEGO,
CALIFORNIA



- iii. JOHN JULIAN VARELA | OAKLAND,
MICHIGAN
- iv. BRIANNA NICOLE GALBO | SUFFOLK, NEW
YORK
- v. DANNY SLADE BURT | STANISLAUS,
CALIFORNIA
- vi. AARON J. WATSON | LUBBOCK, TEXAS
- vii. NICHOLAS GLEN MORVAN | ORANGE,
CALIFORNIA



ARGUMENT

I. Best Interests of the Children

1. In the case concerning the unjust removal of a father from his residence on January 16, 2024, without prior notice, which abruptly ended his meaningful relationship with his daughters and significantly impacted his livelihood due to his home-based business operations, the Court notably failed to comply with the essential legal principles set forth in *Holley v. Adams*, 544 S.W.2d 367 (Tex. 1976). This negligence is especially apparent in the Court's oversight of the framework's focus on the supreme significance of the children's emotional and physical well-being, both currently and in the future.
2. The decision in *Holley v. Adams*, 544 S.W.2d 367 (Tex. 1976), emphasizes the importance of conducting a comprehensive analysis that considers an extensive range of considerations—including the children's emotional and physical needs, potential risks to their safety, and the caregiving capabilities of the parties seeking custody—to determine the child's best interest. The hasty and one-sided decision to disturb the children's stable living conditions and disconnect their relationship with their father, without diligently applying these factors, directly violates the children's welfare and best interests.
4. It is essential to highlight that the Court's neglect in evaluating the profound implications on the children's emotional well-being, by placing them in a setting where their relational ties with their father are not only unencouraged but actively hindered, flagrantly contravenes established



legal standards and guidance provided by the *American Bar Association*, which prioritizes the physical and emotional needs of the child in custody determinations.

5. Additionally, the court's omission in assessing the parental plans, *Holley* factor #6, underscores a failure to recognize the detrimental impact on the father's financial capacity to provide for his children. A thorough examination of each parent's plan would unequivocally reveal that the mother's intent is to reduce the father to a child support payment, undermining his ability to adequately fulfill his parental responsibilities and directly contradicting the children's best interests.
6. Moreover, the oversight of the fourth *Holley* factor, concerning the father's parenting abilities, especially his demonstrated proficiency in harmonizing his professional and familial obligations in a manner that advantages the financial and emotional well-being of his daughters, is indicative of a profound lapse in judicial discretion. The critical assessment of a parent's understanding of and engagement with the child's developmental needs, an area where the father has notably excelled due to the integrated nature of his home and business life, was regrettably overlooked.

II. Constitutional Rights and the Presumption of Fitness

7. The Supreme Court in *Troxel et vir v. Granville*, 530 U.S. 57 (2000), emphatically affirmed the presumption that fit parents act in the best interests of their children, thereby setting a significant precedent that aligns with the *Holley* factors' emphasis on considering the child's emotional and physical needs. The *Troxel* ruling is instrumental in highlighting the necessity for courts to accord deference to a parent's



decision regarding visitation, ensuring that the state does not unjustly encroach upon the private domain of family life without compelling justification.

8. In *Troxel*, the Court stressed that:

“[t]he liberty interest at issue in this case—the interest of parents in the care, custody, and control of their children—is perhaps the oldest of the fundamental liberty interests recognized by this Court.” -Troxel, 530 U.S. at 65.

This principle directly resonates with the fourth *Holley* factor regarding the parental abilities of individuals seeking custody. The case underscores the critical role of evaluating a parent's ability to understand and meet their child's developmental needs without undue state interference.

9. Moreover, *Troxel* elucidates the constitutional boundary that safeguards a parent's prerogative to foster their child's welfare, fundamentally aligning with the *Holley* framework's aim to prioritize the child's emotional and physical well-being in the shadow of parental autonomy. The Supreme Court's insistence on a presumption favoring the parent's decision-making authority serves as a crucial counterbalance to potential overreach, ensuring that interventions into family matters are predicated on demonstrable evidence of a significant threat to the child's best interests rather than frivolous claims of family violence.

III. Ineffective Representation

10. The situation described—where a father, unjustly ousted from his residence prior to attaining counsel, only to engage with an attorney who then neglects to assertively champion his cause amid the mother's delays



and baseless accusations—presents a compelling argument for immediate judicial relief. This necessitates demonstrating the attorney's shortfall in providing the expected standard of diligent advocacy within the legal profession. Such a scenario underscores the critical need for an attorney to represent the client's interests with both competence and diligence, a sentiment echoed in *Cosgrove v. Grimes*, 774 S.W.2d 662, 665 (Tex. 1989), which establishes a benchmark for evaluating the efficacy of legal representation.

11. In *Cosgrove v. Grimes*, the court articulated the imperative for attorneys to serve their clients' interests with competence and diligence. Specifically, the Court opined:

"[There is] no subjective good faith excuse for attorney negligence. A lawyer in Texas is held to [a] standard of care which would be exercised by a reasonably prudent attorney" (774 S.W.2d at 665).

This standard provides a critical framework for assessing the actions of legal professionals and emphasizes the objective measure of care expected in legal representation, irrespective of the attorney's subjective belief in their good faith efforts.

12. Moreover, the *Cosgrove* decision importantly clarifies that the evaluation of an attorney's conduct must be based on the information available at the time of the alleged act of negligence, further specifying:

"If an attorney makes a decision which a reasonably prudent attorney could make in the [same or similar] circumstance, it is not an act of negligence even if the result is undesirable" (774 S.W.2d at 665)." (774 S.W.2d at 665).



13. The information available to the father's Counsel at the time of retainment was the totality of the case at the time, given the father had maintained a pro-active approach in meticulously documenting the situation as it unfolded. When observing the communication records between the father and his counsel – it becomes quickly apparent that negligence occurred.

IV. Ethical Concerns

14. Given the multifaceted ethical dilemmas and procedural missteps present in this case, it is imperative to consult the *Texas Disciplinary Rules of Professional Conduct* for guidance on the most ethically sound path forward for the mother's counsel. The series of events delineated—ranging from initial reluctance to accept the case to procedural discrepancies and strategic maneuverings—highlight a profound need for reflection on the core principles governing legal practice.

15. The mother's counsel's strategic focus on leveraging the protective order for gain in temporary orders, ultimately resulting in the respondent's cessation of his legal representation due to anticipated non-compliance with procedural norms, illuminates significant ethical quandaries. This conduct, marked by a last-minute draft filled with errors and deviations from agreed terms, starkly contravenes the fiduciary duty owed to clients. Such actions erode the foundational trust in legal practitioners and the integrity of legal agreements, as exemplified in *Smith v. Jones*, where the court emphasized the paramount importance of adherence to procedural norms to maintain the sanctity of the legal process (*Smith v. Jones*, 123 S.W.3d 456, 460 (Tex. 2003)).



16. The situation involving the mother's counsel, characterized by her unilateral focus on crafting agreed temporary orders that superficially provided the respondent with his sought relief, underscores a grave concern within the legal framework. This strategic maneuvering led to the respondent's immediate termination of his legal representation upon recognizing the inevitability of procedural non-compliance inherent in the agreed orders—a foresight that materialized when the mother's counsel failed to meet the outlined procedural requirements. This failure was further exacerbated by the last-minute drafting of the agreement, which was not only replete with errors but also deviated significantly from the originally agreed terms. Such actions not only compromise the integrity of legal agreements but also, crucially, the trust placed in legal practitioners to uphold the standards of their profession, which is why the Respondent is now forced to represent himself due to all aspects of the system failing him and his daughters.

17. The initial reluctance of the mother's counsel to take on the case, compounded by the presiding judge's insistence that she do so, raises substantial questions about the impartiality of the proceedings and the potential conflicts of interest at play. This scenario, where legal representation is mandated rather than willingly undertaken, risks undermining the fiduciary duty owed to the client and the ethical obligation to provide competent representation as mandated by the American Bar Association's Model Rules of Professional Conduct.

18. Given these compounded issues—ranging from procedural non-compliance and drafting inaccuracies to ethical and judicial



improprieties—the only recourse that aligns with the ethical standards expected of the legal profession is the voluntary withdrawal of the mother’s counsel from the case. Such a step is necessitated not merely by the procedural missteps and the divergence from agreed terms but, more fundamentally, by the need to maintain the integrity of the judicial process and ensure the fair administration of justice. Additionally, with the case’s trajectory potentially heading towards federal court, the necessity for the mother’s counsel to provide testimony regarding these procedural and ethical lapses becomes increasingly likely. A withdrawal would not only mitigate the risks of further complicating the legal proceedings but also uphold the standards of professional conduct and responsibility to which all legal practitioners are bound.

19. *Tex. Disciplinary R. Prof’l Conduct Rule 1.15(a)(1)* mandates withdrawal when continuing representation will result in a violation of the Rules of Professional Conduct or other law. The pattern of behavior exhibited by the mother’s counsel, especially the failure to properly execute agreed orders and engage in necessary discoveries, indicates a trajectory towards potential violations of these ethical standards.

20. *Tex. Disciplinary R. Prof’l Conduct Rule 3.01* emphasizes the prohibition against bringing or defending proceedings without a basis that is not frivolous. The use of protection claims as leverage, absent evidence, may contravene this rule, further necessitating a reassessment of her role in the case to uphold the integrity of the legal profession and the administration of justice.



21. *Tex. Disciplinary R. Prof'l Conduct Rule 3.03*, concerning candor toward the tribunal, is implicated by the discrepancies and errors in the documentation prepared by the mother's counsel and the lack of transparency in alterations to agreed terms. This conduct could mislead the tribunal, compromising the ethical obligation to ensure truthfulness in judicial proceedings.

22. *Tex. Disciplinary R. Prof'l Conduct Rule 3.04* aims to ensure fairness to the opposing party and counsel. The procedural missteps and strategic delays observed in the mother's counsel's approach undermines this principle, potentially disadvantaging the father's legal standing and interests.

V. Violation of Procedural Requirements

23. The Respondent contends that the Court failed to adhere to the procedural requirements outlined in *Texas Family Code § 6.405(b)*. Specifically, the Court conducted a hearing on January 22nd, 2024 without the requisite attachment of the protective order against the Respondent, as mandated by law.

"A typed written Order conforming to this Report will follow within 20 days from the date this Report is signed. The Temporary Order shall be prepared by [Dan Bacalis]. Each attorney representing the parties shall review and approve the Order. The parties themselves do not need to approve the Order. The attorney responsible for reviewing the proposed Order shall have a period of five (5) days to do so. No ten (10) day letters are required. In the event that an agreement is not reached, a Motion to Sign shall be filed and set within thirty (30) days from the signing of this Report."



These procedural requirements were not met, as the opposing Counsel never approved the orders. Furthermore, no motion to sign was set within the specified timeframe.

24. At the hearing on March 14th, 2024, the opposing Counsel handed the Respondent a last-minute typed report¹⁷, which not only differed from the original agreement, but as stated in paragraph 23 – fell outside of the procedural requirements set forth in the original agreement. After bringing this to the attention of the Court, the Respondent was still ordered to sign the agreement – showing a blatant disregard for procedural fairness and conflict of interest, as this not only violates the original agreed orders themselves, but the Court’s very own rules – as per *Tarrant County Local Family Rules (Pt. 4, P.12)*.

VI. Inappropriate Issuance of Temporary Restraining Order

25. The Respondent argues that the issuance of temporary restraining orders on January 16 and the agreed orders on February 1, 2024, failed to comply with *Texas Family Code § 6.501(b)(2)(A)(C)*. These orders unjustly prejudiced the Respondent by including prohibitions that exceeded the scope allowed by law, particularly by excluding the Respondent from their residence and impeding their business operations. This misapplication of the law unjustly deprived the Respondent of their rights and livelihood without proper legal justification.

VII. Misapplication of Temporary Ex Parte Order Requirements

26. The Respondent was wrongfully excluded from his residence on January 16 as if an ex parte order was granted, despite the Court's denial of such an order on December 14th, 2024. The subsequent actions taken effectively mirrored the impact of an ex parte order without adhering to



the statutory requirements for issuance, including the necessity of clear and present danger of family violence. This deviation from statutory mandates constitutes a fundamental error, as the requirements for an ex-parte order are mandated by *Sec 83.001 of the Texas Family Code*.

VIII. Non-compliance with Temporary Order Requirements

27. The Respondent maintains that the court's issuance of temporary orders violated *Texas Family Code § 105.001(b)*. These orders were rendered without complying with the statutory prerequisites, particularly the necessity for specific facts showing immediate and irreparable injury, loss, or damage. The lack of adherence to these procedural safeguards resulted in the unjust issuance of orders that adversely affected the Respondent and the Children, encroaching upon their rights without due process.

IX. Frivolous Pleadings

28. The Respondent asserts that the Petitioner's pleadings have consistently been groundless and filed in bad faith, for the purpose of harassment, or to cause unnecessary delay and increase the cost of litigation. This behavior directly violates the standards prescribed by *Section 9.011 of the Texas Practice and Remedies Code*. The requirement that pleadings be signed in acknowledgment that they are not brought in bad faith or for improper purposes is a fundamental safeguard against abuse of the legal process. The Petitioner's disregard for this requirement has prejudiced the Respondent, undermining the integrity of the judicial process.

29. Given the clear violations of *Section 9.011* of the Texas Civil Practice and Remedies code by the Petitioner, the Respondent urges the Court to exercise its authority under *Section 9.012*. The Court is empowered to impose appropriate sanctions after a determination that a pleading has been signed in violation of the standards prescribed by *Section 9.011*. The



Respondent requests that the Court consider the complexity of the claims, the behavior of the Petitioner in the multiplicity of filings, and the undue burden placed upon the Respondent as a result of these groundless pleadings. Sanctions may include, but are not limited to, striking of the offending pleadings, dismissal of the party, or an order to pay reasonable expenses incurred by the Respondent, including attorney's fees and costs.

30. Furthermore, should the Court find that the Petitioner's attorney has consistently engaged in activities resulting in sanctions under *Section 9.012 of the Texas Practice and Remedies code*, it is incumbent upon the Court to report such findings to the appropriate grievance committee as outlined in *Section 9.013*. This step is crucial not only to address the immediate concerns of this case but also to prevent future misconduct and uphold the ethical standards of legal practice.



CONCLUSION

31. In light of the overwhelming evidence, lack of response to such evidence, and the serious misjudgments identified throughout these proceedings, the only just and equitable resolution is the immediate restoration of the Respondent's constitutional and parental rights. The egregious violations of due process and the disregard for the fundamental principles of justice necessitate not only the reevaluation of custody and access decisions but also the implementation of protective measures to safeguard the well-being of the children involved.
32. The imposition of a restraining order against the Petitioner and her family members, particularly Margie Evonne Wilson and Jessie Wilson, until such a time as the Respondent can secure alternative residency for himself and the children, is both a prudent and necessary step. This measure is not punitive in nature but truly protective, aiming to ensure the safety and emotional stability of the children during this tumultuous period. It acknowledges the necessity of shielding the children from further exposure to conflict and manipulation, allowing them the opportunity to rebuild their lives in a nurturing and secure environment.
33. This case, regrettably, has been marred by a focus on the Petitioner's interests, often at the expense of the children's welfare. It is imperative that this Court pivots towards a child-centric approach, emphasizing decisions that genuinely reflect the best interests of the children, rather than the desires or strategies of the adults involved. The children's



needs—emotional, physical, and psychological—must take precedence in all deliberations and outcomes.

34. Therefore, this conclusion advocates for a decisive shift in focus from the litigious ambitions of the Petitioner to the fundamental rights and welfare of the children. Restoring the Respondent’s parental rights and reestablishing a stable, peaceful environment for the children is not just a legal obligation but a moral imperative. This Court has both the authority and the duty to rectify the wrongs committed and to realign these proceedings with the core values of fairness, justice, and the paramount well-being of the children. Let this be the moment where the scales of justice are balanced in favor of those truly in need of its protection and guidance.

My name is Charles Dustin Myers, my date of birth is [REDACTED] and my address is [REDACTED] I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, Texas, on 2024-03-23.

/s/ Charles Dustin Myers

Charles Dustin Myers, Declarant



Automated Certificate of eService

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Envelope ID: 85891537
Filing Code Description: Amended Filing
Filing Description: Second Amended Notice of Judicial Review
Status as of 3/26/2024 7:11 AM CST

Associated Case Party: CHARLESDUSTINMYERS

Name	BarNumber	Email	TimestampSubmitted	Status
CHARLES MYERS		chuckdustin12@gmail.com	3/23/2024 4:38:02 PM	SENT



DKT (82)



(ATTACH) ASSOCIATE JUDGE REPORT 03/14

FILED ON: 03/26/2024

FEE: \$0.00

FILER/REQUESTOR: CHARLES DUSTIN MYERS

322ND FAMILY DISTRICT COURT
ASSOCIATE JUDGE'S REPORT
FOR TEMPORARY ORDERS

FILED
TARRANT COUNTY
3/26/2024 3:19 PM
THOMAS A. WILDER
DISTRICT CLERK

CAUSE NUMBER: 322 - 744263-23

IT MOT MO/IN RE/ITIO

Meyers

§
§
§
§
§

IN THE DISTRICT COURT

TARRANT COUNTY, TEXAS

322ND JUDICIAL DISTRICT

1. IT is ordered that Movant's motion for to vacate is denied.
2. It is ordered that Movant shall provide Mrs. ^{Meyers'} ~~Meyer~~ attorney with a list of the technology he needs from the marital home, for his business.
3. It is ordered that the parties shall present a the Temporary orders ~~by~~ regarding the ACR ^{signed} ~~filed~~ on 2/11/2024 by 1:30pm today.

Approved as to form


Attorney for Petitioner

Attorney for Respondent

Court Notes that Respondent would not sign this report as to form. He did agree that Paragraphs 1 + 3 (correctly) reflected the Court's ruling after a hearing.

SO ORDERED: He did not agree the Paragraph 2 accurately reflected the Court's ruling, but provided no alternative language; therefore the Court signed this report.

3/14/22

Date

Associate Judge

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Envelope ID: 85983756

Filing Code Description: No Fee Documents

Filing Description:

Status as of 3/27/2024 7:40 AM CST

Associated Case Party: CHARLESDUSTINMYERS

Name	BarNumber	Email	TimestampSubmitted	Status
Daniel Bacalis		service@dbacalis.com	3/26/2024 3:19:25 PM	SENT
Tammy L.Johnson		tjohnson@dbacalis.com	3/26/2024 3:19:25 PM	SENT
Daniel R.Bacalis		dbacalis@dbacalis.com	3/26/2024 3:19:25 PM	SENT
CHARLES MYERS		chuckdustin12@gmail.com	3/26/2024 3:19:25 PM	SENT

Associated Case Party: MORGANMICHELLEMYERS

Name	BarNumber	Email	TimestampSubmitted	Status
MORGAN MICHELLEMYERS		morganmw02@gmail.com	3/26/2024 3:19:25 PM	SENT
Cooper L.Carter		coopercarter@majadmin.com	3/26/2024 3:19:25 PM	SENT

DKT (83)



(ATTACH) DANNY SLADE BURT AFFIDAVIT

FILED ON: 03/26/2024

FEE: \$0.00

FILER/REQUESTOR: CHARLES DUSTIN MYERS

322-744263-23

****THIS IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY****

Cause Number 322-744263-23
(Complete the heading so that it looks exactly like the Petition)

<u>MORGAN MICHELLE MYERS,</u>		<u>IN THE 322ND DISTRICT COURT</u>
	§	
<u>PETITIONER</u>	§	
	§	
<u>V.</u>	§	<u>OF TARRANT COUNTY</u>
	§	
<u>CHARLES DUSTIN MYERS,</u>	§	
	§	
<u>RESPONDENT</u>	§	<u>STATE OF TEXAS</u>

Affidavit

THE STATE OF California
COUNTY OF Stanislaus
(county where statement is being notarized)

The person who signed this affidavit, appeared in person, before me, the undersigned notary, and stated under oath:

My name is Danny Skide Burt
First Middle Last

I am of sound mind and capable of making this statement. I have personal knowledge of the facts written in this statement. I understand that if I lie in this statement, I may be held criminally responsible. This statement is true and correct.

Charles Myers runs a data service
from his home that I subscribe to.
The disruption of this service could
(and has) caused an inability to make
decisions that affect my finances.
I depend on this service being timely
and available. Mr. Myers should be
allowed access to his business, especially
as it could affect me adversely, if
disruptions continue.

Affidavit

Page 1 of 2



CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Stanislaus

Subscribed and sworn to (or affirmed) before me

on this 11 day of March, 2024
by Date Month Year

(1) DANNY SLADE BURT

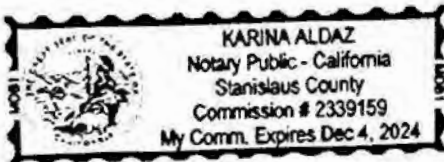
(and (2) _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature _____

Signature of Notary Public



Seal

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: AFFIDAVIT Document Date: MARCH 11, 2024Number of Pages: 2 Signer(s) Other Than Named Above: N/A

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DKT (84)



(ATTACH) AARON WATSON AFFIDAVIT

FILED ON: 03/26/2024

FEE: \$0.00

FILER/REQUESTOR: CHARLES DUSTIN MYERS

****THIS IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY****
322-744263-23

Cause Number 322-744263-23
(Complete the heading so that it looks exactly like the Petition)

<u>MORGAN MICHELLE MYERS,</u>		<u>IN THE 322ND DISTRICT COURT</u>
	§	
<u>PETITIONER</u>	§	
	§	
<u>V.</u>	§	<u>OF TARRANT COUNTY</u>
	§	
<u>CHARLES DUSTIN MYERS,</u>	§	
	§	
<u>RESPONDENT</u>	§	<u>STATE OF TEXAS</u>

Affidavit

THE STATE OF TEXAS
COUNTY OF LBK
(county where statement is being notarized)

The person who signed this affidavit, appeared in person, before me, the undersigned notary, and stated under oath:

My name is Aaron J Watson
First Middle Last

I am of sound mind and capable of making this statement. I have personal knowledge of the facts written in this statement. I understand that if I lie in this statement, I may be held criminally responsible. This statement is true and correct.

I, Aaron Watson, affirm my association with the data service managed by Mr. Charles Myers over the past two years. During this time, Mr. Myers has demonstrated a strong commitment to delivering high-quality service and has frequently shared personal stories that highlight his devotion to his daughters. His efforts to maintain a balance between his professional responsibilities and his commitment to family, such as surprising his daughters with lunch dates and celebrating significant family events, have endeared him to his customer base and fostered a close-knit community.



However, since December 2023, there has been a notable decline in the reliability and efficiency of the service provided. This shift coincides with Mr. Myers facing significant personal and legal challenges, including a divorce proceeding that has drastically impacted his ability to operate his business effectively. A particularly distressing development for Mr. Myers has been his inability to access the physical location where his business equipment and data connections are housed. This situation has not only disrupted the service but has also imposed significant financial difficulties on Mr. Myers, threatening the sustainability of the business and the quality of service that customers have come to expect.

The repercussions of these challenges have been felt deeply by both Mr. Myers and his clientele. While the community understands and sympathizes with Mr. Myers' personal struggles, the increasing service disruptions have raised concerns among users about the future reliability and viability of the service. We are hopeful for a resolution that will allow Mr. Myers to regain access to his business infrastructure, thereby restoring the service quality and reliability that we have valued highly. It is in the interest of both Mr. Myers and his customers to find a solution that addresses these operational challenges while supporting him through his personal difficulties, ensuring the long-term success and sustainability of the service.

Signed this 11 day of March 2024.

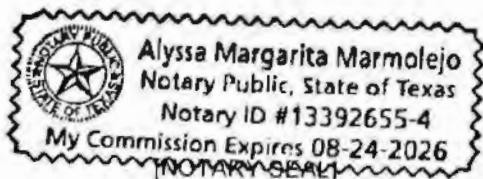
Aaron Watson
(signature of affiant)

State of Texas

County of Wubbock

Sworn to and subscribed to before me on March 11th, 2024
(date)

by Aaron Watson
(insert printed name of affiant)



Alyssa Marmolejo
(signature of notarial officer)

My commission expires: 08-24-2026



DKT (85)



(ATTACH) LUZ OBLE AFFIDAVIT

FILED ON: 03/26/2024

FEE: \$0.00

FILER/REQUESTOR: CHARLES DUSTIN MYERS

****THIS IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY****

322-744263-23

Cause Number 322-744263-23

(Complete the heading so that it looks exactly like the Petition)

MORGAN MICHELLE MYERS,

PETITIONER

V.

CHARLES DUSTIN MYERS,

RESPONDENT

§
§
§
§
§
§
§

IN THE 322ND DISTRICT COURT

OF TARRANT COUNTY

STATE OF TEXAS

Affidavit

THE STATE OF California

COUNTY OF San Diego
(county where statement is being notarized)

The person who signed this affidavit, appeared in person, before me, the undersigned notary, and stated under oath:

My name is Luz Maria Oble

First

Middle

Last

I am of sound mind and capable of making this statement. I have personal knowledge of the facts written in this statement. I understand that if I lie in this statement, I may be held criminally responsible. This statement is true and correct.

I subscribed for an extensive education program under Charles Myers to gain expertise in reading and researching market data. Charles Myers, a dedicated father, teacher, and mentor, has been instrumental in inspiring myself and numerous others to independently pursue knowledge in the field of financial data. The instability in Charles Myers' living situation has adversely affected his ability to fulfill his work commitments to the best of his capacity. This instability has had a significant impact on my ability to efficiently learn and absorb the subject matter, as Charles Myers is unable to work full time from his home office. Charles Myers requires a meticulously crafted computer setup to efficiently manage and process extensive data sets and resource-intensive programs essential for his work in market research and education. The consequence of Charles Myers' restricted

Affidavit

Page 1 of 2



work environment has directly impacted my financial education, limiting my access to
the full breadth of knowledge and guidance originally anticipated, and finances. I affirm
the truth and accuracy of the foregoing statements to the best of my knowledge, belief,
and understanding, under penalty of perjury.

Signed this 13th day of March, 2024


Luz Maria Obie

State of Texas

County of Parker

Sworn to and subscribed to before me on 03/13/2024
(date)

by Luz Maria Obie
(insert printed name of affiant)



Palursa Shepard
ID NUMBER
134095343
COMMISSION EXPIRES
December 7, 2026

Palursa Shepard Palursa Shepard
(signature of notarial officer) 134095343 Notary Public, State of Texas

Electronically signed and notarized online using the Prooft platform.

{NOTARY SEAL} My commission expires: 12/07/2026



DKT (86)



(ATTACH) JOHN VALERA AFFIDAVIT

FILED ON: 03/26/2024

FEE: \$0.00

FILER/REQUESTOR: CHARLES DUSTIN MYERS

322-744263-23

****THIS IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY******Cause Number** 322-744263-23

(Complete the heading so that it looks exactly like the Petition)

MORGAN MICHELLE MYERS,IN THE 322ND DISTRICT COURTPETITIONERV.OF TARRANT COUNTYCHARLES DUSTIN MYERS,RESPONDENTSTATE OF TEXAS**Affidavit**THE STATE OF Michigan
COUNTY OF Oakland

(county where statement is being notarized)

The person who signed this affidavit, appeared in person, before me, the undersigned notary, and stated under oath:

My name is

John Julian Varela

First

Middle

Last

I am of sound mind and capable of making this statement. I have personal knowledge of the facts written in this statement. I understand that if I lie in this statement, I may be held criminally responsible. This statement is true and correct.

I am a client & investor that has been working with Charles for Roughly 2 and 1/2 years. in this time He Has always been working dilligently to keep his services available to me & the other customers and investors that Charles serves. It is my understanding that Charles has been locked out of his place of Business, and under the direction of of Morgan their land lord want let Charles

Affidavit

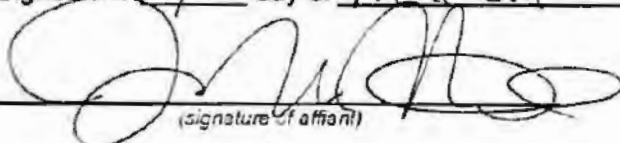
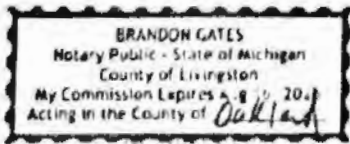
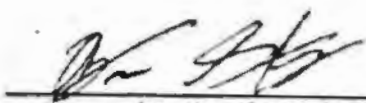
Page 1 of 2



A CERTIFIED COPY
ATTEST: 04/16/2024
THOMAS A. WILDER
DISTRICT CLERK
TARRANT COUNTY, TEXAS
BY: /s/ Catherine Saenz

Backin. This has adversely effected
me, and our other clients & investors
Because Charles cannot operate
out without access to the property.
Let this statement make clear my support
for Charles, and along with our other customers

Thank you for your time,

Signed this <u>9</u> day of <u>March</u> , <u>2024</u>	
 (signature of affiant)	
State of <u>Michigan</u>	
County of <u>Oakland</u>	
Sworn to and subscribed to before me on <u>03/09/2024</u>	
by <u>John Julian Varela</u> (insert printed name of affiant)	
	 (signature of notarial officer)
My commission expires: <u>08/16/2025</u>	



DKT (87)



(ATTACH) BRIANNA GALBO AFFIDAVIT

FILED ON: 03/26/2024

FEE: \$0.00

FILER/REQUESTOR: CHARLES DUSTIN MYERS

322-744263-23

****THIS IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY****

Cause Number 322-744263-23
(Complete the heading so that it looks exactly like the Petition)

<u>MORGAN MICHELLE MYERS,</u>		<u>IN THE 322ND DISTRICT COURT</u>
	§	
<u>PETITIONER</u>	§	
	§	
<u>V.</u>	§	<u>OF TARRANT COUNTY</u>
	§	
<u>CHARLES DUSTIN MYERS,</u>	§	
	§	
<u>RESPONDENT</u>	§	<u>STATE OF TEXAS</u>

Affidavit

THE STATE OF New York
COUNTY OF Suffolk
(county where statement is being notarized)

The person who signed this affidavit, appeared in person, before me, the undersigned notary, and stated under oath:

My name is Brianna Nicole Galbo
First Middle Last

I am of sound mind and capable of making this statement. I have personal knowledge of the facts written in this statement. I understand that if I lie in this statement, I may be held criminally responsible. This statement is true and correct.

This statement serves as a formal declaration of my support for Mr. Charles Myers in light of recent challenges that have resulted in him being unjustly denied access to his home, where his business equipment and operations are based. As a paying client for two years prior to this incident, Mr. Myers maintained a flawless record of uninterrupted service, reflecting his hardworking nature and commitment to excellence. Mr. Myers's dedication to improving both his personal capabilities and the quality of his products has been the cornerstone of his reputation.

The denial of Mr. Myers's access to his home has not only caused significant service disruptions but has also resulted in considerable financial losses for Mr. Myers, myself, and other paying clients that rely on the services that he offers. As someone directly affected by this situation, I have witnessed firsthand the stress and financial strain placed on Mr. Myers, compounded

Affidavit



by the loss of income and client dissatisfaction resulting from these unprecedented service interruptions.

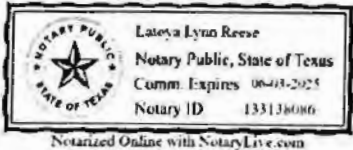
I solemnly affirm that the statements herein are true to the best of my knowledge and belief, provided in support of Mr. Charles Myers to highlight the unjust circumstances leading to the financial and operational setbacks experienced. I submit this affidavit to express the urgent need for a resolution that addresses the losses incurred and to support the reinstatement of access to Mr. Myers's home for the restoration of business operations. It is my sincere hope that the court will recognize the undue hardship placed on Mr. Myers and facilitate a swift resolution to restore his access to his home and thereby his ability to conduct business without further disruptions.

Signed this 10th day of March, 2024

Brianna Galbo
(signature of affiant)

State of Texas
County of Denton

Sworn to and subscribed to before me on 03/10/2024
by BRIANNA NICOLE GALBO
(insert printed name of affiant)



[NOTARY SEAL]

Latoya Lynn Reese
(signature of notarial officer)

My commission expires: 06/03/2025

Affidavit





Signed by: Latoya Lynn Reese
Time: 2024-03-10 15:26:41 UTC
URL: <https://notarylive.com>



DKT (88)



(ATTACH) CHRISTIAN VROOM AFFIDAVIT

FILED ON: 03/26/2024

FEE: \$0.00

FILER/REQUESTOR: CHARLES DUSTIN MYERS

322-744263-23

****THIS IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY****

Cause Number 322-744263-23

<u>MORGAN MICHELLE MYERS,</u>		<u>IN THE 322ND DISTRICT COURT</u>
	§	
<u>PETITIONER</u>	§	
	§	
<u>V.</u>	§	<u>OF TARRANT COUNTY</u>
	§	
<u>CHARLES DUSTIN MYERS,</u>	§	
	§	
<u>RESPONDENT</u>	§	<u>STATE OF TEXAS</u>

Affidavit

THE STATE OF Texas
COUNTY OF Dallas
(If the entire statement is being notarized)

The person who signed this affidavit, appeared in person, before me, the undersigned notary, and stated under oath:

My name is Christian Michael Vroom

I am of sound mind and capable of making this statement. I have personal knowledge of the facts written in this statement. I understand that if I lie in this statement, I may be held criminally responsible. This statement is true and correct.

I'm signing this affidavit to attest to the work ethic and dedication of Charles Myers. I've come to rely on the services he provides in order to gather the required data to make educated decisions on what and when to enter/exit options positions. Recently due to him not being at his normal location of operations the services have had multiple down times in which Charles was not in a position to be able to remedy. Some of these down times have led to significant losses due to making decisions without the necessary data after already being entered in a position.



Charles' work ethic is unlike anything I've seen in anyone I've ever met and he does everything for the future of his family. I'm constantly amazed at the feats he is able to pull off as a one man show. Some things he is able to create I didn't think were possible but he figures it out through his endless research and personal development efforts. Again, everything I've seen him do, he does to give his girls the best life he can and wants the world for them. I've seen videos of him with his children out at many different parks/recreational areas and I can tell that they love their father to death and that he would die for them. I hope his situation is resolved for not only my benefit but for the sakes of his children and the life he is trying to provide them with. Charles Myers is both a good person and amazing father and I would hate to see him and his daughters robbed of the life he is building that they need and deserve.

Signed this 10th day of March, 2024



(signature of affiant)

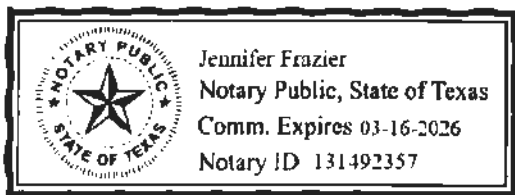
State of Texas

County of Dallas

Sworn to and subscribed to before me on 03/10/2024

by Christian Michael Vroom

(printed name of affiant)



Notarized Online with NotaryLive.com



(signature of notary office)

My commission expires: 03/16/2026



DKT (89)



(ATTACH) NICHOLAS MORVAN AFFIDAVIT

FILED ON: 03/26/2024

FEE: \$0.00

FILER/REQUESTOR: CHARLES DUSTIN MYERS

****THIS IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY****

322-744263-23

Cause Number 322-744263-23

(Complete the heading so that it looks exactly like the Petition)

MORGAN MICHELLE MYERS,

IN THE 322ND DISTRICT COURT

PETITIONER

V.

OF TARRANT COUNTY

CHARLES DUSTIN MYERS,

RESPONDENT

STATE OF TEXAS

Affidavit

THE STATE OF California

COUNTY OF Orange

(county where statement is being notarized)

The person who signed this affidavit, appeared in person, before me, the undersigned notary, and stated under oath:

My name is Nicholas Glen Morvan.

First

Middle

Last

I am of sound mind and capable of making this statement. I have personal knowledge of the facts written in this statement. I understand that if I lie in this statement, I may be held criminally responsible. This statement is true and correct.

I am a paying customer of Charles Myers for the past two years and four months. In this time, he has been working exclusively out of his home office to run his business, and provide for his family.

Charles has worked very hard for the past two years to provide a quality experience that benefits all of his customers. His ability to provide these services have been directly impacted by his inability to access his home office. As a result, my experience as a customer has suffered, and I am not receiving the level of service that I have been paying for. I understand that there are unfortunate circumstances and I am patient while Charles resolves his situation. He has been incredibly apologetic that he cannot provide the same level of quality, and uninterrupted service due to his inability to work out of his home office. I do not question his integrity with regards to this situation, he has always been honest and upfront with myself and others. My hope is that he may return to his home office in order to avoid shutting down



the buisness that he has worked on day and night for the past two years.

Signed this 13th day of March, 2024.

Nicholas Morvan *Nick Morvan*
(signature of affiant)

State of California

County of Orange

Sworn to and subscribed to before me on _____
(date)

by _____
(insert printed name of affiant)

* SEE ATTACHED COPY
(signature of notarial officer)

[NOTARY SEAL]

My commission expires: 08/22/2027



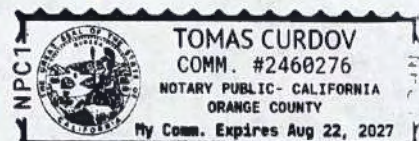
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

Subscribed and sworn to (or affirmed) before me on this 13TH
day of MARCH, 2024, by NICHOLAS GLEN
HORVAN

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

TCur

DKT (90)



***REQUEST FOR CLERK TO PREPARE RECORD**

FILED ON: 03/26/2024

FEE: \$0.00

FILER/REQUESTOR: CHARLES DUSTIN MYERS

IN THE 322nd DISTRICT COURT
OF TARRANT COUNTY
FORT WORTH, TEXAS
No. 322-744263-23 (consolidated)¹

Morgan Michelle Myers,

Petitioner,

v.

Charles Dustin Myers,

Respondent

March 24, 2024

REQUEST FOR CLERK TO PREPARE
RECORD

Form 27-3

To the Clerk of the Court,

Charles Dustin Myers, Relator, is filing a Petition for Writ of Mandamus² in the Court of Appeals for the Second District of Texas and respectfully requests a partial clerk’s record of the proceedings in the trial court in this case for use with the Petition for Writ of Mandamus. Relator requests and directs that the record contain the following documents:

¹ 322-744538-23 - Protective Order filed December 22nd, 2023 | Consolidated with cause# 322-744263-23 on January 16th, 2024.
² See § 27.28 & § 27.30, Texas Family Law Practice Manual

M.875 Date Filed	Type (description)	Document Name	Cause #	Party	M.875 Envelope Number
12/14/2023	EX-Parte Temporary Protective Order	N/A	322-744263-23	Petitioner	N/A
12/18/2023	Petition	N/A	322-744263-23	Petitioner	N/A
12/22/2023	Protective Order	N/A	322-744538-23	Petitioner	N/A
12/27/2023	No Fee Documents	Untitled1.pdf	322-744538-23	Judge	N/A
12/28/2023	No Fee Documents	Untitled1.pdf	322-744538-23	Judge	N/A
01/02/2024	Answer/Contest/Response/Waiver (Answer to Protective Order)	answer protect1.pdf	322-744538-23	Respondent	82998767
01/02/2024	No Fee Documents (Exhibit)	EXHIBIT A-PROTECTIVE ORDER.pdf	322-744538-23	Respondent	82998767
01/02/2024	No Fee Documents (Exhibit)	EXHIBIT B-PROTECT.pdf	322-744538-23	Respondent	82998767

01/03/2024	Motion (No Fee) (Motion to Consolidate)	motion_to_consolidate.pdf	322-744538-23	Respondent	83059711
01/03/2024	No Fee Documents (Exhibit)	cases_background.pdf	322-744538-23	Respondent	83059711
01/06/2024	Motion (No Fee) (Motion of Continuance)	continuance1.pdf	322-744538-23	Respondent	83152990
01/06/2024	No Fee Documents	motion1.pdf	322-744538-23	Respondent	83152990
01/06/2024	No Fee Documents (Exhibit)	EXHIBIT-A-PROTECTION.pdf	322-744538-23	Respondent	83152990
01/06/2024	No Fee Documents (Exhibit)	EXHIBIT-B-DIVORCE.pdf	322-744538-23	Respondent	83152990
01/06/2024	Counter Claim/Cross Action/Interpleader/Intervention/Third Party	counterpet1.pdf	322-744263-23	Respondent	83461559
01/06/2024	No Fee Documents	COMPREHENSIVE_STATEMENT.pdf	322-744263-23	Respondent	83461559
01/07/2024	No Fee Documents	Unsworn Declaration - General (1).pdf	322-744263-23	Respondent	83461559

01/07/2024	No Fee Documents (Exhibit)	EXHIBIT G - FALSE AND CONTRADICTIONARY STATEMENTS.pdf	322- 744263 -23	Respondent	83461559
01/17/2024	No Fee Documents (Rendition)	untitled.pdf	322- 744263 -23	Judge	83469922
01/17/2024	No Fee Documents (Rendition)	untitled.pdf	322- 744263 -23	Judge	83674346
01/31/2024	Amended Filing (First Amended Counterpetition for Divorce)	First Amended Counterpetition for Divorce 1-25-24 tj.pdf	322- 744263 -23	Counsel to Respondent	N/A
01/31/2024	Amended Filing (FIRST AMENDED PETITION FOR DIVORCE)	amended petition for divorce.pdf	322- 744263 -23	Counsel to Petitioner	84016389
02/05/2024	Notice (Notice of Change in Legal Representation in Case No. 322-744263-23)	NOTICE OF TERMINATION OF LEGAL COUNSEL (5).pdf	322- 744263 -23	Respondent	84172349
02/06/2024	Motion (No Fee) (Agreed Motion for Withdrawal of Attorney)	Agreed Motion for Withdrawal of Attorney(1).pdf	322- 744263 -23	Respondent 's Counsel	N/A
02/8/2024	No Fee Documents (AGD AJ REP)	Untitled37.pdf	322- 744263 -23	Clerk	84305097
02/08/2024	No Fee Documents (AGD ORD TO CONSOL)	Pages from Untitled37.pdf	322- 744263 -23	Clerk	84305444

02/9/2024	Motion (No Fee) (EMERGENCY MOTION TO RECONSIDER EVIDENCE AND VACATE TEMPORARY ORDERS)	EMERGENCY MOTION TO RECONSIDER EVIDENCE AND VACATE TEMPORARY ORDERS (1).pdf	322-744263-23	Respondent	84345061
02/9/2024	No Fee Documents (Exhibit)	EXHIBIT A.2 - TEXT TO PAPA.W.pdf	322-744263-23	Respondent	84345061
02/9/2024	No Fee Documents (Exhibit)	EXHIBIT A.3 - FINANCIAL TRANSACTION.pdf	322-744263-23	Respondent	84345061
02/9/2024	No Fee Documents (Exhibit)	EXHIBIT A.4 - OVERDRAWN ACCOUNT.pdf	322-744263-23	Respondent	84345061
02/9/2024	No Fee Documents (Exhibit)	EXHIBIT A.5 - EVICTION NOTICE TORN.pdf	322-744263-23	Respondent	84345061
02/9/2024	No Fee Documents (Exhibit)	EXHIBIT B.2 - DISMISSED EVICTION.pdf	322-744263-23	Respondent	84345061
02/12/2024	No Fee Documents (ORDER FOR W/D)	Untitled48.pdf	322-744263-23	Respondent	84423007
02/22/2024	No Fee Documents (Proposed Order for the Motion for Partial Summary Judgement)	MOTION FOR SUMMARY JUDGEMENT – ORDER.pdf	322-744263-23	Respondent	84786327

02/22/2024	Motion (No Fee) (Motion for Partial Summary Judgement)	MOTION FOR SUMMARY JUDGEMENT.pdf	322- 744263 -23	Respondent	84786327
02/22/2024	Motion (No Fee) (Motion for Partial Summary Judgement)	MOTION FOR SUMMARY JUDGEMENT - BRIEF.pdf	322- 744263 -23	Respondent	84786327
02/22/2024	No Fee Documents (Exhibit)	EXHIBIT C - CURRENT ORDERS.pdf	322- 744263 -23	Respondent	84786327
02/22/2024	No Fee Documents (Exhibit)	EXHIBIT D - PROPOSED PARENTING PLAN.pdf	322- 744263 -23	Respondent	84786327
02/27/2024	No Fee Documents (Notice of Hearing)	Untitled1 (2).pdf	322- 744263 -23	Clerk	84949509
03/03/2024	No Fee Documents (Notice / Unsworn Declaration)	NOTICE_UNSWORN_DECLARATION .pdf	322- 744263 -23	Respondent	85135431
03/23/2024	Amended Filing (Second Amended Notice of Judicial Review)	NOTICE FOR JUDICIAL REVIEW.pdf	322- 744263 -23	Respondent	85891537
03/23/2024	No Fee Documents	ASSOCIATE JUDGE REPORT 0314.pdf	322- 744263 -23	Respondent	85891537
03/23/2024	No Fee Documents (Affidavit)	DANNY SLADE.pdf	322- 744263 -23	Respondent	85891537

03/23/2024	No Fee Documents (Affidavit)	AARON WATSON AFFIDAVIT.pdf	322- 744263 -23	Respondent	85891537
03/23/2024	No Fee Documents (Affidavit)	LUZ_OBLE_AFFIDAVIT.pdf	322- 744263 -23	Respondent	85891537
03/23/2024	No Fee Documents (Affidavit)	JOHN VALERA AFFIDAVIT.pdf	322- 744263 -23	Respondent	85891537
03/23/2024	No Fee Documents (Affidavit)	BRIANNA GALBO AFFIDAVIT.pdf	322- 744263 -23	Respondent	85891537
03/23/2024	No Fee Documents (Affidavit)	CHRISTIAN VROOM.pdf	322- 744263 -23	Respondent	85891537
03/23/2024	No Fee Documents (Affidavit)	MorvanSignedAffidavit.pdf	322- 744263 -23	Respondent	85891537

Thank you for your assistance in this matter,

/s/ Charles Dustin Myers
Charles Dustin Myers
Pro-Se
chuckdustin12@gmail.com

817-507-6562

Certificate of Service

I certify that a true copy of this Request for Clerk to Prepare the Record was served in accordance with Rule 21a of the Texas Rules of Civil Procedure on the following on **03-24-2024**:

Cooper L. Carter by EMAIL/ESERVE

Morgan Michelle Myers by EMAIL/ESERVE

/s/ Charles Dustin Myers

Charles Dustin Myers

Pro Se

DKT (91)



REQUEST FOR FINDINGS OF FACT & CONCLUSIONS OF LAW

FILED ON: 03/26/2024

FEE: \$0.00

FILER/REQUESTOR: CHARLES DUSTIN MYERS

322-744263-23

FILED
TARRANT COUNTY
3/26/2024 5:15 PM
THOMAS A. WILDER
DISTRICT CLERK

NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA

IN THE 322nd DISTRICT COURT
OF TARRANT COUNTY
FORT WORTH, TEXAS

No. 322-744263-23 (consolidated)¹**Morgan Michelle Myers,**

Petitioner,

v.

**Request for Findings of Fact and
Conclusions of Law****Charles Dustin Myers,**

Respondent

March 26, 2024

Respondent, Charles Dustin Myers, requests the Court to state in writing the findings of fact and conclusions of law as provided by rules 296 and 297 of the Texas Rules of Civil Procedure and section 6.711 of the Texas Family Code with respect to the Temporary Orders signed on March 14th, 2024.

Without limitation, Respondent requests that the Court's findings and conclusions include the characterization and value of all assets, liabilities, claims, and offsets on which disputed evidence has been presented.

Respondent further requests that the clerk of the Court immediately call this request to the attention of the Court pursuant to rule 296 of the Texas Rules of Civil Procedure.

¹ 322-744538-23 - Protective Order filed December 22nd, 2023 | Consolidated with cause# 322-744263-23 on January 16th, 2024.



Respondent further requests that the Court cause copies of its findings and conclusions to be transmitted to each party in the suit as required by rule 297 of the Texas Rules of Civil Procedure.

Respectfully submitted,

/s/ Charles Dustin Myers

Charles Dustin Myers, Respondent

Charles Dustin Myers

Chuckdustin12@gmail.com

[REDACTED]

817-507-6562



Certificate of Service

I certify that a true copy of this Request for Findings of Fact and Conclusions of Law was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on **2024-03-26**:

Cooper L. Carter by email at **COOPERCARTER@MAJADMIN.COM**

CharlesDustinMyers

Respondent, Pro Se

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Envelope ID: 85994064

Filing Code Description: Request

Filing Description: Request for Findings of Fact and Conclusions of Law

Status as of 3/27/2024 7:23 AM CST

Associated Case Party: MORGANMICHELLEMYERS

Name	BarNumber	Email	TimestampSubmitted	Status
MORGAN MICHELLEMYERS		morganmw02@gmail.com	3/26/2024 5:15:46 PM	SENT
Cooper L.Carter		coopercarter@majadmin.com	3/26/2024 5:15:46 PM	SENT

Associated Case Party: CHARLESDUSTINMYERS

Name	BarNumber	Email	TimestampSubmitted	Status
CHARLES MYERS		chuckdustin12@gmail.com	3/26/2024 5:15:46 PM	SENT



DKT (92)



TEMPORARY ORDERS

FILED ON: 03/26/2024

FEE: \$0.00

FILER/REQUESTOR: UNKNOWN

322-744263-23

FILED
TARRANT COUNTY
3/26/2024 3:19 PM
THOMAS A. WILDER
DISTRICT CLERK

CAUSE NO. 322-744263-23

IN THE MATTER OF
THE MARRIAGE OF

MORGAN MYERS
AND
CHARLES MYERS

AND IN THE INTEREST OF
M ■■■ MYERS AND CAROLINE
MYERS, CHILDREN

§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

322ND JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

TEMPORARY ORDERS

LJC
On February 8, 2024, the Court heard Petitioner's motion for temporary orders.

Appearances

Petitioner, MORGAN MYERS, appeared in person and through attorney of record, Cooper L. Carter, and announced ready and signed an Associate Judge's Report regarding Agreed Temporary Orders.

Respondent, CHARLES MYERS, appeared in person and through attorney of record, Daniel Bacalis, and announced ready and signed an Associate Judge's Report regarding Agreed Temporary Orders.

The parties have agreed to the terms of this order as evidenced by the signatures below.

Jurisdiction

The Court, after examining the record and the agreement of the parties and hearing the evidence and argument of counsel, finds that all necessary prerequisites of the law have been legally satisfied and that the Court has jurisdiction of this case and of all the parties.

Children

The following orders are for the safety and welfare and in the best interest of the



following children:

Name: MARA M [REDACTED]
Sex: Female
Birth date: 7 years
Home state: Texas

Name: CAROLINE MYERS
Sex: Female
Birth date: 5 years
Home state: Texas

Conservatorship

IT IS ORDERED that MORGAN MYERS and CHARLES MYERS are appointed Temporary Joint Managing Conservators of the following children: MARA MYERS and CAROLINE MYERS

IT IS ORDERED that, at all times, MORGAN MYERS, as a parent temporary 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, including school lunches, performances, and field trips;
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's family or by the parent, other than by the community or joint property of the parent.

IT IS ORDERED that, at all times, CHARLES MYERS, as a parent temporary 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, including school lunches, performances, and field trips;

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's family or by the parent, other than by the community or joint property of the parent.

IT IS ORDERED that, at all times, MORGAN MYERS and CHARLES MYERS, as parent temporary 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, MORGAN MYERS, as parent temporary 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, CHARLES MYERS, as parent temporary 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 MORGAN MYERS, as a parent temporary joint managing conservator, shall have the following rights and duty:

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

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

3. 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;

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

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

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

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

9. the right, subject to the agreement of the other conservator, to apply for passports for the children, to renew the children's passports, and to maintain possession of the children's passports; and

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

IT IS ORDERED that CHARLES MYERS, as a parent temporary joint managing conservator, shall have the following rights and duty:

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

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

3. 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;

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

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

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

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

9. the right, subject to the agreement of the other conservator, to apply for passports for the children, to renew the children's passports, and to maintain possession of the children's passports; and

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



Notwithstanding any provision in this order to the contrary, IT IS ORDERED that MORGAN MYERS shall have the exclusive right to enroll the children in school. Each conservator, during that conservator's period of possession, is ORDERED to ensure the children's attendance in the schools in which MORGAN MYERS has enrolled the children.

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 within Tarrant County, Texas, and counties contiguous to Tarrant County, Texas, and the parties shall not remove the children from Tarrant County, Texas, and counties contiguous to Tarrant County, Texas for the purpose of changing the primary residence of the children until this geographic restriction is modified by further order of the court of continuing jurisdiction or by a written agreement that is signed by the parties and filed with that court.

Except as expressly provided otherwise in this temporary order, IT IS ORDERED that all information of which a conservator is required to notify the other conservator and all documents and information that a conservator is required to provide to the other conservator shall be sent in the following manner:

- a. delivery to the recipient at the recipient's electronic mail address as follows or to such other electronic mail address subsequently designated by the recipient:

MORGAN MYERS

morganm202@gmail.com



CHARLES MYERS

chuckdustic12@gmail.com

and in the event of any change in a 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.

If a party applies for a passport for the children, that party, is **ORDERED** to notify the other party of that fact no later than 10 days after the application.

IT IS ORDERED that if a parent's consent is required for the issuance or renewal 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.

Possession and Access

IT IS ORDERED that nothing in this order shall supercede any term of any protective order or condition of bond, probation, or parole.

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) When Parents Reside 50 Miles or Less Apart

Except as otherwise expressly provided in this Standard Possession Order, when CHARLES MYERS resides 50 miles or less from the primary residence of the child, CHARLES MYERS 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 CHARLES MYERS 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 CHARLES MYERS 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 8:00 a.m. on Tuesday.

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 and ending at 6:00 P.M. on the day before school resumes after that vacation.

5. Extended Summer Possession by CHARLES MYERS –

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

Without Written Notice by April 1 - If CHARLES MYERS does not give MORGAN MYERS written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, CHARLES MYERS 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 CHARLES MYERS, it is expressly ORDERED that MORGAN MYERS 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 and ending at 6:00 P.M. on the day before school resumes after that vacation.

2. Summer Weekend Possession by MORGAN MYERS - If MORGAN MYERS gives CHARLES MYERS written notice by April 15 of a year, MORGAN MYERS 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 CHARLES MYERS in that year, provided that MORGAN MYERS picks up the child from CHARLES MYERS and returns the child to that same place and that the weekend so designated does not interfere with Father's Day possession. Not later than the fifteenth day before the Friday that begins the designated weekend, CHARLES MYERS must give MORGAN MYERS written notice of the location at which MORGAN MYERS is to pick up and return the child.

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

Notwithstanding the weekend and Thursday periods of possession of CHARLES MYERS, MORGAN MYERS and CHARLES MYERS shall have the right to possession of the child as follows:

1. Christmas Holidays in Even-Numbered Years - In even-numbered years, CHARLES MYERS 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 MORGAN MYERS 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, MORGAN MYERS 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 CHARLES MYERS 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, CHARLES MYERS shall have the right to possession of the child beginning at the time the child's school is dismissed before Thanksgiving and ending at 6:00 P.M. on the Sunday following Thanksgiving.

4. Thanksgiving in Even-Numbered Years - In even-numbered years, MORGAN MYERS shall have the right to possession of the child beginning at the time the child's school is dismissed before Thanksgiving 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 child from the other parent's residence and returns the child to that same place.

6. Father's Day - CHARLES MYERS 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 CHARLES MYERS is not otherwise entitled under this Standard Possession Order to present possession of the child, he shall pick up the child from MORGAN MYERS's residence and return the child to that same place.

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

(d) When Parents Reside More than 50 Miles but 100 Miles or Less Apart

Except as otherwise expressly provided in this Standard Possession Order, when CHARLES MYERS resides more than 50 Miles but 100 miles or less from the primary residence of the child, CHARLES MYERS 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 CHARLES MYERS 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 CHARLES MYERS 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, that weekend period of possession shall end at 8:00 a.m. on Tuesday.

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by CHARLES MYERS ends on or is immediately followed by 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 CHARLES MYERS** -

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

Without Written Notice by April 1 - If CHARLES MYERS does not give MORGAN MYERS written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, CHARLES MYERS 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 CHARLES MYERS, it is expressly ORDERED that MORGAN MYERS 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 MORGAN MYERS - If MORGAN MYERS gives CHARLES MYERS written notice by April 15 of a year, MORGAN MYERS 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 CHARLES MYERS in that year, provided that MORGAN MYERS picks up the child from CHARLES MYERS and returns the child to that same place and that the weekend so designated does not interfere with Father's Day possession. Not later than the fifteenth day before the Friday that begins the designated weekend, CHARLES MYERS must give MORGAN MYERS written notice of the location at which MORGAN MYERS is to pick up and return the child.

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

(e) Parents Who Reside More Than 100 Miles Apart

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

1. Weekends - Unless CHARLES MYERS elects the alternative period of weekend possession described in the next paragraph, CHARLES MYERS shall have the right to possession of the child on weekends beginning at 6:00 P.M., on the first, third, and fifth Friday of each month and ending at 6:00 P.M. on the following Sunday.

Alternate Weekend Possession - In lieu of the weekend possession described in the foregoing paragraph, CHARLES MYERS shall have the right to possession of the child not more than one weekend per month of CHARLES MYERS'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. CHARLES MYERS may elect an option for this alternative period of weekend possession by giving written notice to MORGAN MYERS within ninety days after the parties begin to reside more than 100 miles apart. If CHARLES MYERS makes this election, CHARLES MYERS shall give MORGAN MYERS



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 CHARLES MYERS 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 CHARLES MYERS 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, that weekend period of possession shall end at 8:00 a.m. on Tuesday.

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by CHARLES MYERS ends on or is immediately followed by 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 CHARLES MYERS –

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

Without Written Notice by April 1 - If CHARLES MYERS does not give



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

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

(f) Holidays

Notwithstanding the weekend and Thursday periods of possession of CHARLES MYERS, except when CHARLES MYERS resides fifty miles or less from the primary residence of the child, MORGAN MYERS and CHARLES MYERS shall have the right to possession of the child as follows:

1. Christmas Holidays in Even-Numbered Years - In even-numbered years, CHARLES MYERS 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 MORGAN MYERS 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, MORGAN MYERS 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 CHARLES MYERS 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, CHARLES MYERS shall have the right to possession of the child beginning at the time the child's school is dismissed before Thanksgiving and ending at 6:00 P.M. on the Sunday following Thanksgiving.

4. Thanksgiving in Even-Numbered Years - In even-numbered years, MORGAN MYERS shall have the right to possession of the child beginning at the time the child's school is dismissed before Thanksgiving 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 child from the other parent's residence and returns the child to that same place.

6. Father's Day - CHARLES MYERS 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 CHARLES MYERS is not otherwise entitled under this Standard Possession Order to present possession of the child, he shall pick up the child from MORGAN MYERS's residence and return the child to that same place.

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

(g) Undesignated Periods of Possession

MORGAN MYERS shall have the right of possession of the child at all



other times not specifically designated in this Standard Possession Order for CHARLES MYERS.

(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 MORGAN MYERS - MORGAN MYERS is ORDERED to surrender the child to CHARLES MYERS at the beginning of each period of CHARLES MYERS's possession at the residence of MORGAN MYERS.**

If a period of possession by CHARLES MYERS begins at the time the child's school is regularly dismissed, MORGAN MYERS is ORDERED to surrender the child to CHARLES MYERS at the beginning of each such period of possession at the school in which the child is enrolled. If the child is not physically attending school, CHARLES MYERS shall pick up the child at the residence of MORGAN MYERS at 6:00 P.M., and MORGAN MYERS is ORDERED to surrender the child to CHARLES MYERS at the residence of MORGAN MYERS at 6:00 P.M. under these circumstances.

2. **Surrender of Child by CHARLES MYERS - CHARLES MYERS is ORDERED to surrender the child to MORGAN MYERS at the residence of CHARLES MYERS at the end of each period of possession.**

If a period of possession by CHARLES MYERS ends at the time the child's school resumes, CHARLES MYERS is ORDERED to surrender the child to MORGAN MYERS at the end of each such period of possession at the school in which the child is enrolled or, if the child is not physically attending school, at the residence of MORGAN MYERS at 6:00 P.M.

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

4. **Return of Child by MORGAN MYERS - MORGAN MYERS is ORDERED to return the child to CHARLES MYERS, if CHARLES MYERS is entitled to possession of the child, at the end of each of MORGAN MYERS'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 or as otherwise authorized in this order, 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 MORGAN MYERS - If CHARLES MYERS'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, CHARLES MYERS shall immediately notify the school and MORGAN MYERS that the child will not be or has not been returned to 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.

Child Support

IT IS ORDERED that CHARLES MYERS pay to MORGAN MYERS for the support of M■■■■ M■■■■ and C■■■■ M■■■■ nine hundred seventy-three dollars and nineteen cents (\$973.19) per month, with the first payment being due and payable on April 1, 2024 and a like payment being due and payable on the first day of each month thereafter until further order of this Court.



Withholding from Earnings

IT IS ORDERED that any employer of CHARLES MYERS shall be ordered to withhold the child support payments ordered in this order from the disposable earnings of CHARLES MYERS for the support of M■■■■ M■■■■ and CAROLINE MYERS.

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of CHARLES MYERS by the employer and paid in accordance with the order to that employer shall constitute a credit against the child support obligation. Payment of the full amount of child support ordered paid by this order through the means of withholding from earnings shall discharge the child support obligation. If the amount withheld from earnings and credited against the child support obligation is less than 100 percent of the amount ordered to be paid by this order, the balance due remains an obligation of CHARLES MYERS, and it is hereby ORDERED that CHARLES MYERS pay the balance due directly as 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 MORGAN MYERS 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, CHARLES MYERS's name as the name of the noncustodial parent (NCP), and MORGAN MYERS's name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at 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 CHARLES MYERS shall notify this Court and MORGAN MYERS 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 CHARLES MYERS 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, MORGAN MYERS, CHARLES MYERS, or an attorney representing MORGAN MYERS or CHARLES MYERS, the clerk of this Court shall cause a certified copy of the Income Withholding for Support to be delivered to any employer.

Medical and Dental Support

1. IT IS ORDERED that MORGAN MYERS and CHARLES MYERS shall each provide additional child support for each child as set out in this order for as long as the Court may order MORGAN MYERS and CHARLES MYERS to provide support for the child under sections 154.001 and 154.002 of the Texas Family Code. Beginning on the day MORGAN MYERS and CHARLES MYERS'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 MORGAN MYERS and CHARLES MYERS are discharged from these obligations with respect to that child, except for any failure by a parent to fully comply with these obligations before that date.



IT IS FURTHER ORDERED that the additional child support payments for costs of health and dental insurance ordered below are payable through the state disbursement unit or as directed below 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 MORGAN MYERS is responsible under a medical support order that does not exceed 9 percent of MORGAN MYERS'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.

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:

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 Petitioner's child support, MORGAN MYERS is ORDERED to obtain Medicaid for the children the subject of this suit, and then maintain health insurance for the children as long as child support is payable for that child. MORGAN MYERS is ORDERED –

a. to provide to each conservator of the children the following information no later than the thirtieth day after she received Medicaid for the children:

- a. MORGAN MYERS' Social Security number;
- b. Proof that health insurance has been provided for the children;
- c. The following information and documents:
 - i. The name of the health insurance carrier;
 - ii. The number of the policy;
 - iii. A copy of the policy;
 - iv. A schedule of benefits;
 - v. A health insurance membership card;
 - vi. Claim forms; and
 - vii. Any other information necessary to submit a claim; and
- d. To provide each conservator of the children with a copy of any renewals or changes to the health insurance coverage of the children and any additional information regarding health insurance coverage of the children no later than the fifteenth day after MORGAN MYERS receives or is provided with the renewal, change, or additional information;
- e. To notify each conservator of the children of any termination or



lapse of health insurance coverage of the children no later than the fifteenth day after the date of the termination or lapse;

- f. After termination or lapse of health insurance coverage, to notify each conservator of the children of the availability to MORGAN MYERS of additional health insurance for the children no later than the fifteenth day after the date the insurance becomes available;
- g. After termination or lapse of health insurance coverage, to enroll the children in a health insurance plan that is available to MORGAN MYERS at a reasonable cost at the next available enrollment period.

Pursuant to section 1504.051 of the Texas Insurance Code, IT IS ORDERED that if MORGAN MYERS 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 CHARLES MYERS or others authorized by law.

5. Allocation of Unreimbursed Expenses -

The conservator who incurs a health-care expense on behalf of a child is ORDERED to provide to the other conservator receipts, bills, statements, or explanations of benefits showing the uninsured 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 receipts, bills, statements, or explanations of benefits showing the unreimbursed portion of the



health-care expense.

For the Court to hold the nonincurring conservator in civil or criminal contempt for failing to pay the nonincurring conservator's percentage of the unreimbursed portion of a health-care expense, the incurring conservator must prove beyond a reasonable doubt that the nonincurring conservator personally received receipts, bills, statements, or explanations of benefits reflecting the unreimbursed portion of the health-care expense no later than thirty days after the incurring conservator received them. Even if the incurring conservator fails to meet that burden of proof, the Court may award the incurring conservator a judgment in the nature of child support against the nonincurring conservator in the amount of the unreimbursed portion of the health-care expense the nonincurring conservator was ordered but fail to pay.

6. **WARNING - A PARENT ORDERED TO PROVIDE HEALTH INSURANCE OR DENTAL INSURANCE OR TO PAY THE OTHER PARENT ADDITIONAL CHILD SUPPORT FOR THE COST OF HEALTH INSURANCE OR DENTAL 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 OR DENTAL INSURANCE HAD BEEN PROVIDED, AND FOR THE COST OF HEALTH INSURANCE PREMIUMS, DENTAL INSURANCE PREMIUMS, OR CONTRIBUTIONS, IF ANY, PAID ON BEHALF OF THE CHILDREN.**

7. **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 or dental insurance policy is designated the custodial parent and alternate recipient's representative.**



No Termination of Orders on Death of Obligee

An obligation to pay child support under this order does not terminate on the death of MORGAN MYERS but continues as an obligation to M[REDACTED] M[REDACTED] and C[REDACTED] M[REDACTED].

*Other Child Related Provisions*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.

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.

Property and Parties

The Court finds that the following orders respecting the property and parties are necessary and equitable.

IT IS ORDERED that MORGAN MYERS shall be responsible for the timely payment of the following:



1. The auto insurance for the vehicle in her possession;
2. the monthly payment for her cell phone;
3. the rent payment for the residence located at [REDACTED] Anns [REDACTED],
[REDACTED] beginning after March 30, 2024.

IT IS ORDERED that CHARLES MYERS shall be responsible for the timely payment of the following:

1. The auto insurance for the 2021 Mazda, the 2023 Mazda, and any other vehicle currently in his possession;
2. the car payments for the 2021 Mazda, the 2023 Mazda, and any other vehicle currently in his possession;
3. the monthly payment for his cell phone;
4. the rent payment for the residence located at [REDACTED]
[REDACTED] for February and March 2024.

IT IS ORDERED that Petitioner have the exclusive and private use and possession of the following property while this case is pending: the personal property and clothing in her possession, the 2007 Mazda motor vehicle currently in her possession, and the residence located at [REDACTED] Anns [REDACTED], Texas beginning March 30, 2024.

IT IS ORDERED that Respondent have the exclusive and private use and possession of the following property while this case is pending: the personal property and clothing in his possession, the 2021 Mazda motor vehicle, the 2023 Mazda motor vehicle, and the residence located at [REDACTED] Anns [REDACTED] ONLY until March 20, 2024.

Co-Parenting Website

IT IS ORDERED that the parties are to attend "Children in the Middle" part 1 and/or 2



by May 1, 2024, and file a certificate of completion with the Court for their attendance to this co-parenting class.

IT IS FURTHER ORDERED that each party shall be solely liable for their own costs for the attendance of this co-parenting class.

App Close

IT IS ORDERED that MORGAN MYERS and CHARLES MYERS each shall, within ten days after the entry of the Associate Judge's Report is signed by the Court, obtain at his/her sole expense a subscription to the AppClose program. IT IS FURTHER ORDERED that MORGAN MYERS and CHARLES MYERS each shall maintain that subscription in full force and effect for as long as the child is under the age of eighteen years and not otherwise emancipated.

IT IS ORDERED that MORGAN MYERS and CHARLES MYERS shall each communicate through the AppClose program with regard to all communication regarding the children, except in the case of emergency or other urgent matter.

IT IS ORDERED that MORGAN MYERS and CHARLES MYERS each shall timely post all significant information concerning the health, education, and welfare of the children, including but not limited to the children's medical appointments, the children's schedules and activities, and request for reimbursement of uninsured health-care expenses, on the AppClose website. However, IT IS ORDERED that neither party shall have any obligation to post on that website any information to which the other party already has access through other means, such as information available on the website of the children's schools.

IT IS FURTHER ORDERED that MORGAN MYERS and CHARLES MYERS shall each timely post on the AppClose website a copy of any email received by the party from the



children's school or any health-care provider of the children, in the event that email was not also forwarded by the school or health-care provider to the other party.

For purposes of this section of this order, "timely" means on learning of the event or activity, or if not immediately feasible under the circumstances, not later than twenty-four hours after learning of the event or activity.

By agreement, the parties may communicate in any manner other than using the AppClose program, but other methods of communication used by the parties shall be in addition to, and not in lieu of, using the AppClose program.

Temporary Injunction

The temporary injunction granted below shall be effective immediately and shall be binding on the parties; on their agents, servants, employees, and attorneys; and on those persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise. The requirement of a bond is waived.

IT IS ORDERED that Petitioner and Respondent are enjoined from:

1. Intentionally communicating with the other party in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, by use of vulgar, profane, obscene, or indecent language or in a coarse or offensive manner, with intent to annoy or alarm the other party.
2. Threatening the other party in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, to take unlawful action against any person, intending by this action to annoy or alarm the other party.
3. Placing a telephone call, anonymously, at any unreasonable hour, in an offensive



and repetitious manner, or without a legitimate purpose of communication with the intent to annoy or alarm the other party.

4. Intentionally, knowingly, or recklessly causing bodily injury to the other party or to a child of either party.

5. Threatening the other party or a child of either party with imminent bodily injury.

6. Intentionally, knowingly, or recklessly destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both of the parties with intent to obstruct the authority of the Court to order a division of the estate of the parties in a manner that the Court deems just and right, having due regard for the rights of each party and the children of the marriage.

7. Intentionally falsifying any writing or record, including an electronic record, relating to the property of either party.

8. Intentionally misrepresenting or refusing to disclose to the other party or to the Court, on proper request, the existence, amount, or location of any tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.

9. Intentionally or knowingly damaging or destroying the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information, and causing pecuniary loss or substantial inconvenience to the other party.

10. Intentionally or knowingly tampering with the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information, and causing pecuniary loss or substantial inconvenience to the other party.

11. Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of one or both of the parties, whether personal property, real



property, or intellectual property, and whether separate or community property, except as specifically authorized by this order.

12. Incurring any debt, other than legal expenses in connection with this suit, except as specifically authorized by this order.

13. Withdrawing money from any checking or savings account in any financial institution for any purpose, except as specifically authorized by this order.

14. Spending any money in either party's possession or subject to either party's control for any purpose, except as specifically authorized by this order.

15. Withdrawing or borrowing money in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan, employee savings plan, individual retirement account, or Keogh account of either party, except as specifically authorized by this order.

16. Withdrawing, transferring, assigning, encumbering, selling, or in any other manner alienating any funds or assets held in any brokerage account, mutual fund account, or investment account by one or both parties, regardless of whether the funds or assets are community or separate property and whether the accounts are self-managed or managed by a third party, except as specifically authorized by this order.

17. Withdrawing or borrowing in any manner all or any part of the cash surrender value of any life insurance policy on the life of either party or a child of the parties, except as specifically authorized by this order.

18. Entering any safe-deposit box in the name of or subject to the control of one or both of the parties, whether individually or jointly with others.

19. Changing or in any manner altering the beneficiary designation on any life



insurance policy on the life of either party or a child of the parties.

20. Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any life, casualty, automobile, or health insurance policy insuring the parties' property or persons including a child of the parties.

21. Opening or diverting mail or email or any other electronic communication addressed to the other party.

22. Signing or endorsing the other party's name on any negotiable instrument, check, or draft, including a tax refund, insurance payment, and dividend, or attempting to negotiate any negotiable instrument payable to the parties or the other party without the personal signature of the other party.

23. Taking any action to terminate or limit credit or charge cards in the name of the parties or the other party, except as specifically authorized in this order.

24. Discontinuing or reducing the withholding for federal income taxes from either party's wages or salary.

25. Destroying, disposing of, or altering any financial records of the parties, including but not limited to a canceled check, deposit slip, and other records from a financial institution, a record of credit purchases or cash advances, a tax return, and a financial statement.

26. Destroying, disposing of, or altering any email, text message, video message, or chat message or other electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.

27. Modifying, changing, or altering the native format or metadata of any electronic



data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.

28. Deleting any data or content from any social network profile used or created by either party or a child of the parties.

29. Using any password or personal identification number to gain access to the other party's email account, bank account, social media account, or any other electronic account.

30. Consuming, use or have in their possession any illegal drug or drugs at any time nor shall they have, at any time, a legal drug or drugs in their possession for which that party does not have a prescription.

31. Neither party shall consume alcohol at least 12 hours prior to their time for possession of the children.

32. Neither party shall consume alcohol during their period of possession with the children.

33. Neither party shall attend one of the children's activities if they have consumed alcohol or they are under the influence of alcohol.

34. Neither party shall leave the children with a person who is consuming alcohol at least 12 hours prior to taking possession of the children or has in their possession an illegal drug(s), including prescription drugs, as a childcare provider.

35. No disparaging remarks in the presence of the children and no discussion of litigation or issues of the case with children.

36. The parties are not to discuss the litigation or issues with the children about the other party. The aforementioned sentence means that neither party shall belittle, talk bad, refer to



the other party using a profane name or names, profanity or curse words.

37. The parties are not to discuss the litigation or issues with the children.

38. Neither party shall discuss what occurred in Court including testimony of any witness or witnesses with the children.

IT IS ORDERED that Petitioner is further enjoined from:

1. Entering, operating, or exercising control over the 2021 Mazda motor vehicle and the 2023 Mazda motor vehicle in the possession of Respondent.

IT IS ORDERED that Respondent is further enjoined from:

1. Excluding Petitioner from the use and enjoyment of the residence located at [REDACTED] Anns [REDACTED] on or after March 30, 2024;.

2. Entering, operating, or exercising control over the 2007 Mazda motor vehicle in the possession of Petitioner.

IT IS ORDERED that Petitioner is specifically authorized:

To make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation, and medical care.

To make expenditures and incur indebtedness for reasonable attorney's fees and expenses in connection with this suit.

To make withdrawals from accounts in financial institutions only for the purposes authorized by this order.

IT IS ORDERED that Respondent is specifically authorized:

To make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation, and medical care.

To make expenditures and incur indebtedness for reasonable attorney's fees and expenses



in connection with this suit.

For purposes of this order, "personal property" includes, but is not limited to, the following:

- a. cash, checks, traveler's checks, and money orders;
- b. funds on deposit in financial accounts with commercial banks, savings banks, and credit unions;
- c. funds and assets held in brokerage, mutual fund, and other investment accounts;
- d. publicly traded stocks, bonds, and other securities;
- e. stock options and restricted stock units;
- f. bonuses;
- g. closely held business interests;
- h. retirement benefits and accounts;
- i. deferred compensation benefits;
- j. insurance policies, annuities, and health savings accounts;
- k. motor vehicles, boats, airplanes, cycles, mobile homes, trailers, and recreational vehicles;
- l. money owed to one or both parties, including notes and expected income tax refunds;
- m. household furniture, furnishings, and fixtures;
- n. electronics and computers;
- o. antiques, artwork, and collections;
- p. sporting goods and firearms;
- q. jewelry and other personal items;



- r. pets and livestock;
- s. club memberships;
- t. travel award benefits and other award accounts;
- u. crops, farm equipment, construction equipment, tools, leases, cemetery lots, gold or silver coins not part of a collection, tax overpayments, loss carry-forward deductions, lottery tickets/winnings, stadium bonds, stadium seat licenses, seat options, season tickets, ranch brands, and business names;
- v. digital assets such as email addresses, social network accounts, Web sites, domain names, digital media such as pictures, music, e-books, movies, and videos, blogs, reward points, digital storefronts, artwork, and data storage accounts;
- w. virtual assets such as virtual pets, avatars, accessories for virtual characters, virtual prizes, virtual real estate, and virtual currency;
- x. safe-deposit boxes and their contents;
- y. storage facilities and their contents; and
- z. contingent assets.

Duration

These Temporary Orders shall continue in force until the signing of the Final Decree of Divorce or until further order of this Court.

SIGNED on March 14, 2024.

Assaid 
JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

MARX ALTMAN & JOHNSON



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By: 

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By: _____

Daniel Bucalis
Attorney for Respondent
State Bar No. 01487550
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APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:


MORGAN MYERS
PETITIONER

CHARLES MYERS
RESPONDENT



Automated Certificate of eService

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Envelope ID: 85983756

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Status as of 3/27/2024 7:40 AM CST

Associated Case Party: MORGANMICHELLEMYERS

Name	BarNumber	Email	TimestampSubmitted	Status
MORGAN MICHELLEMYERS		morganmw02@gmail.com	3/26/2024 3:19:25 PM	SENT
Cooper L.Carter		coopercarter@majadmin.com	3/26/2024 3:19:25 PM	SENT

Associated Case Party: CHARLESDUSTINMYERS

Name	BarNumber	Email	TimestampSubmitted	Status
Daniel Bacalis		service@dbacalis.com	3/26/2024 3:19:25 PM	SENT
Tammy L.Johnson		tjohnson@dbacalis.com	3/26/2024 3:19:25 PM	SENT
Daniel R.Bacalis		dbacalis@dbacalis.com	3/26/2024 3:19:25 PM	SENT
CHARLES MYERS		chuckdustin12@gmail.com	3/26/2024 3:19:25 PM	SENT

