



**25-0361**

**HON. KAITCER MANDAMUS**

**05.01.25**

NO. 25-\_\_\_\_\_

# IN THE SUPREME COURT OF TEXAS

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IN RE: CHARLES DUSTIN MYERS, *RELATOR*.

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On Petition for Writ of Mandamus

to the 322<sup>nd</sup> Judicial District Court, Tarrant County

Cause No. 322-744263-23

On Mandamus Review from Cause No. 02-25-00166-CV in the Second  
District Court of Appeals, Fort Worth, Texas

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## PETITION FOR WRIT OF MANDAMUS

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Respectfully submitted by:

Charles Dustin Myers  
chuckdustin12@gmail.com  
Tel.: 817-546-3693  
6641 Anne Court  
Watauga, Texas 76148

Emergency Relief Requested

## Identity of Parties and Counsel

### ***Relator***

Charles Dustin Myers  
[chuckdustin12@gmail.com](mailto:chuckdustin12@gmail.com)

### ***Real Party in Interest***

Morgan Michelle Myers  
[Morganmw02@gmail.com](mailto:Morganmw02@gmail.com)

### ***Respondent***

Hon. Jeff Kaitcer  
 Associate Judge  
 322<sup>nd</sup> District Court,  
 Tarrant County, Texas  
[LKBaker@tarrantcountytx.gov](mailto:LKBaker@tarrantcountytx.gov)  
 Tel.: 817-884-1427  
 200 E. Weatherford St. 4<sup>th</sup> Floor  
 Fort Worth, TX 76196-0227

### ***Counsel for Real Party in Interest***

Cooper L. Carter  
[coopercarter@majadmin.com](mailto:coopercarter@majadmin.com)  
 Tel.: (817) 926-6211  
 Marx, Altman & Johnson  
 2905 Lackland Road  
 Fort Worth, TX 76116;

### ***Intervenors – Trial Court Level***

Holly Hayes (Bar No. 24110698)  
[CSD-legal914@texasattorneygeneral.gov](mailto:CSD-legal914@texasattorneygeneral.gov)  
 Tel: 817-459-6878  
 2001 Beach St  
 Fort Worth, TX 76103-2308

### ***Intervenors – Appellate Level***

Deterrean Gamble (Bar No. 24062194)  
 Nicole Loya (Bar No. 24082948)  
 Tel: (512) 460-6672  
[deterrean.gamble@texasattorneygeneral.gov](mailto:deterrean.gamble@texasattorneygeneral.gov)  
[nicole.loya@oag.texas.gov](mailto:nicole.loya@oag.texas.gov)  
 5500 East Oltorf  
 Austin, Texas 78741

Matthew Deal (Bar No. 24087397)  
 Tel: (512) 460-6132  
[matthew.deal@texasattorneygeneral.gov](mailto:matthew.deal@texasattorneygeneral.gov)  
 314 West 11th Street  
 Austin, Texas 78701-2112

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### **Statement of the Case**

**Nature of Underlying Proceeding:** This original proceeding arises from a divorce matter pending in the 322nd District Court of Tarrant County, Texas (Cause No. 322-744263-23), concerning two minor children, M.E.M. and C.R.M. The Relator has been on a solo flight seeking un-opposed relief for over fourteen months, and his mandamus was denied in the Second Court of Appeals on April 15, 2025. (Case No. 02-25-00166-CV)

**Respondent Judge:** The Respondent Judge, Honorable Jeffrey Kaitcer, is the presiding Associate Judge of the 322nd District Court of Tarrant County, Texas. His office is located at Family Law Center 200 E. Weatherford St. 4th Floor, Fort Worth, TX 76196-0230.

**Respondent's Challenged Action:** On March 14, 2024, Respondent presided over a hearing concerning an agreed associate judge's report signed on February 1, 2024. Prior to the hearing, the Relator had filed an emergency motion to vacate and expressly withdrew his consent. At the conclusion of the hearing, Respondent ordered Relator to sign proposed agreed orders to which he had not consented to.

**Statement of Jurisdiction**

STATEMENT OF JURISDICTION This Honorable Court has jurisdiction to consider this original proceeding for writ of mandamus. Tex. Const. art. V, § 3(a); Tex. Gov't Code § 22.002.

### **Issues Presented**

#### **Issue No. 1:**

The associate judge had no authority to enter the challenged orders without a written agreement or unrevoked waiver.

#### **Issue No. 2:**

Because the orders are void, Relator has no adequate appellate remedy and mandamus must issue to vacate them.



### **STATEMENT OF FACTS**

In this case Relator Charles D. Myers signed an “Agreed Associate Judge’s Report” on February 1, 2024, under prior counsel (MR 8), then promptly discharged his lawyer (MR 5). On February 8, 2024, the report was entered by the clerk, and the Relator revoked consent on February 9 by filing an emergency motion (styled to vacate) within three working days of notice. (MR 12) That filing served as a de novo hearing request under Tex. Fam. Code §201.015. On March 14 an associate judge (Hon. Kaitcer) held the hearing – although under §201.015 the referring *district* judge should have conducted it – and denied Relator’s motion. The associate judge then ordered Relator to sign the previously agreed terms. (APP 1.1) On March 26 the court issued “Temporary Orders” reciting that “all parties have agreed to the terms... as evidenced by the signatures below,” even though Relator had not signed and in fact had disavowed consent. (APP 2.1) The elected district judge never signed or adopted those orders under Tex. Fam. Code §201.013. The orders have been in effect since March 14, 2024, and no opposition to the relief being sought has been filed.

### **SUMMARY OF ARGUMENT**

The Respondent exceeded his statutory authority when he entered an agreed order where only one party consented to the terms of the agreement and where a timely review was requested. Both statutory law and case law require mutual

consent of all parties at the time the agreed order is rendered, with the only exception being certain mediated settlement agreements that have been properly executed by all parties, which does not apply to this case. Here, a Father was removed from his home based on false allegations of family violence and then was later ordered to agree to a settlement leveraged by the Real Party in Interest. These actions defy the very principles of justice, and have left the Relator without a stable home, left him unable to work, and has significantly disrupted the status quo and the relationship between with his two minor children named in this suit. The orders should be declared *void ab initio* and vacated through mandamus.

### **ARGUMENT**

#### **A. Standard of review**

For mandamus relief, a relator must establish that an order is void or a clear abuse of discretion with no adequate remedy by appeal. *In re Nationwide Ins. Co. of Am.*, 494 S.W.3d 708, 712 (Tex. 2016) (orig. proceeding). A void order is an abuse of discretion, and mandamus will issue to remedy it regardless of whether the relator has an adequate remedy by appeal. *In re Sw. Bell Tel. Co.*, 35 S.W.3d 602, 605 (Tex. 2000) (orig. proceeding) Here, the Relator contends the orders are indeed void because the Associate Judge had no authority to render the orders in question, and they were never properly adopted by the referring court under the Texas Family Code.

**B. The associate judge had no authority to enter the challenged orders without a written agreement or unrevoked waiver.**

Texas law limits the acts an associate judge may perform and the orders he may sign. Section 201.007 of the Family Code enumerates those powers. An associate judge may *recommend* an order to the referring court, but he may *render and sign a final order* only under narrow circumstances. Specifically, § 201.007(a)(14) permits an associate judge to sign a final order only if all parties have agreed in writing or a party is in default, or if a party has waived notice or appearance at the final hearing. Subsection (a)(16) permits a final order if the parties sign a written waiver of a de novo hearing *before* the hearing begins. In all other cases, an associate judge may only submit findings and recommendations to the referring court.

Here, Relator's own filings establish that he withdrew consent and timely sought a de novo hearing, removing any statutory authority to enter the March 26 orders. The record shows that on February 1, 2024, Relator signed an Associate Judge's Report for "Agreed Temporary Orders". Relator's consent was not irrevocable, however. On February 9 he filed in the trial court a "Motion for Reconsideration and to Vacate Temporary Orders" which explicitly withdrew his consent and requested a hearing. This filing fell well within the three-working-day deadline of § 201.015(a). In compliance with § 201.015(f), the hearing was promptly set. Once Relator withdrew his agreement, the associate judge lost power

to enter any final order without a de novo hearing. Under § 201.007(c), the associate judge's proposed order could not "become final" because Relator had requested de novo review.

Moreover, § 201.013(b) requires the referring judge's signature for an unsigned associate judge's order to take effect. Here the district court clerk filed the orders on March 26 with only his own attestation. Simply put, until the referring court formally approves the recommendation, no final order exists. And *Id.* § 201.015 sets out the appeal process by which parties can seek review before the referring court, thereby triggering the procedure in *Id.* § 201.013. Under these provisions, the associate judge's decisions are not self-executing final judgments but must be presented to and adopted by the actual court of jurisdiction.

The record shows that the referring court never signed any conforming order and that the procedural prerequisites of § 201.015 were not satisfied. Thus, even setting aside the consent issue, the orders never became the court's own order as required. In light of §§ 201.007, 201.013, and 201.015, the trial court here plainly exceeded its statutory authority. The order it issued cannot be reconciled with the Family Code's limitations and is thus unauthorized from its inception.

**C. The orders are void, the Relator has no adequate appellate remedy, and mandamus must issue to vacate them.**

Because the trial court acted beyond its lawful power, the orders it issued are void, not merely erroneous. As this court has previously explained, a judgment is

void when “the court rendering judgment had no jurisdiction of the parties or property, no jurisdiction of the subject matter, no jurisdiction to enter the particular judgment, or no capacity to act”. *PNS Stores, Inc. v. Rivera*, 379 S.W.3d 267, 271–73 (Tex. 2012); *Travelers Ins. Co. v. Joachim*, 315 S.W.3d 860, 863 (Tex. 2010) (quoting *Browning v. Prostok*, 165S.W.3d at 346). Here, the trial court had no capacity to issue a judgment rendered without authority. Acting outside the scope of Tex. Fam. Code § 201.007 et seq. means the court lacked capacity to act in this case. Accordingly, the March 26, 2024, temporary orders are a nullity and should be declared as such.

The Relator emphasizes that this situation is not akin to the scenario in *Burnaman v. Heaton*. *Burnaman* involved a consent judgment entered when one party’s approval had lapsed – a defect in the parties’ agreement, not in the court’s authority. In that context the judgment was held invalid for lack of consent at the moment of rendition. *Id.* 240 S.W.2d 288, 291 (Tex. 1951). While those circumstances apply here, there is not just a question of a party’s consent; the problem is the court’s own lack of statutory power under the Texas Family Code. *Burnaman* and its discussion of consent concern a different species of defect and do not save an order entered outside statutory authority. In sum, section 201.007, the legislature has not given associate judges the power to render judgment outside the context of an agreed order or default when a timely de novo request was made.

The Respondent may argue that a lack of consent or some procedural irregularity would merely render the order voidable. But that argument is misplaced. Here the defect is not a mere procedural error but a fundamental absence of statutory authorization. Under Texas law, a judgment rendered without any statutory basis is void and can be attacked at any time. *Id.* Indeed, this petition for mandamus arises precisely because the trial court issued an order it had no power to sign. Thus, the order has no legal effect.

### **CONCLUSION**

Relator cannot wait for final appeal to fix the void orders: their continued effect causes ongoing harm each day and has persisted for thirteen months. Mandamus must issue now to vacate the void orders. Because the court acted beyond its statutory authority and rendered a consent judgement where consent was wanting, its actions constitute a clear abuse of discretion. And no remedy by appeal is available: void orders are not saved by an appeal. As the Supreme Court explained in *Walker v. Packer*, an appeal is inadequate to correct errors that exceed the court's jurisdiction. *Id.*, 827 S.W.2d 833, 840 (Tex. 1992) (orig. proceeding). Therefore, because the Family Code gave the trial court no power to enter the contested orders, those orders are void ab initio. Relator therefore prays that this Court grant the writ of mandamus and order the trial court to vacate the unauthorized orders.

**PRAYER FOR EXPEDITED RELIEF**

For the foregoing reasons, Relator respectfully requests that this Honorable Court:

- i. Grant this Petition for Writ of Mandamus;
- ii. Reverse or vacate the Second Court of Appeals' per curiam denial of mandamus relief issued in Cause No. 02-25-00166-CV on April 24, 2025;
- iii. Issue a writ of mandamus directing the 322nd District Court of Tarrant County, Texas, to vacate the March 26, 2024, temporary orders entered in Cause No. 322-744263-23 as void for lack of jurisdiction and authority; and
- iv. Grant Relator such other and further relief to which he may be justly entitled.

Respectfully submitted,

/s/ Charles Dustin Myers

Charles Dustin Myers, Pro Se

6641 Anne Court

Watauga, Texas 76148

Email: [chuckdustin12@gmail.com](mailto:chuckdustin12@gmail.com)

Phone: 817-546-3693

PRO-SE RELATOR

**Certification (TRAP 52.3(j))**

Relator, Charles Dustin Myers, certifies that he has reviewed this petition and concluded that every factual statement in the petition is supported by competent evidence included in the appendix and record.

/s/ Charles Dustin Myers  
CHARLES DUSTIN MYERS  
PRO-SE RELATOR

**Certificate of Compliance (TRAP 9.4(i)(3))**

Pursuant to Texas Rule of Appellate Procedure 9.4(i)(3), Relator certifies that this document is **1576** words.

/s/ Charles Dustin Myers  
CHARLES DUSTIN MYERS  
PRO-SE RELATOR



**CERTIFICATE OF SERVICE**

Pursuant to Rule 9.5(d) of the Texas Rules of Appellate Procedure, this Petition for Mandamus has been served on all parties of record on May 1<sup>st</sup>, 2025.

***Real Party in Interest***

Morgan Michelle Myers

[morganmw02@gmail.com](mailto:morganmw02@gmail.com)

***Respondent***

Hon. Jeff Kaitcer

Associate Judge

322<sup>nd</sup> District Court,

Tarrant County, Texas

[LKBaker@tarrantcountytexas.gov](mailto:LKBaker@tarrantcountytexas.gov)

Tel.: 817-884-1427

200 E. Weatherford St. 4<sup>th</sup> Floor

Fort Worth, TX 76196-0227

***Counsel for Real Party in Interest***

Cooper L. Carter

[coopercarter@majadmin.com](mailto:coopercarter@majadmin.com)

Tel.: (817) 926-6211

Marx, Altman & Johnson

2905 Lackland Road

Fort Worth, TX 76116;

***Intervenors – Appellate Level***

Deterrean Gamble (Bar No. 24062194)

Nicole Loya (Bar No. 24082948)

Tel: (512) 460-6672

[deterrean.gamble@texasattorneygeneral.gov](mailto:deterrean.gamble@texasattorneygeneral.gov)

[nicole.loya@oag.texas.gov](mailto:nicole.loya@oag.texas.gov)

5500 East Oltorf

Austin, Texas 78741

Matthew Deal (Bar No. 24087397)

Tel: (512) 460-6132

[matthew.deal@texasattorneygeneral.gov](mailto:matthew.deal@texasattorneygeneral.gov)

314 West 11th Street

Austin, Texas 78701-2112

No. \_\_\_\_\_-CV

# IN THE SUPREME COURT OF TEXAS

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IN RE: CHARLES DUSTIN MYERS, *RELATOR*.

---

On Petition for Writ of Mandamus

to the 322<sup>nd</sup> Judicial District Court, Tarrant County

Cause No. 322-744263-23

On Mandamus Review from Cause No. 02-25-00166-CV in the Second  
District Court of Appeals, Fort Worth, Texas

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## RELATOR'S APPENDIX

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Respectfully submitted by:

Charles Dustin Myers  
chuckdustin12@gmail.com  
Tel.: 817-546-3693  
6641 Anne Court  
Watauga, Texas 76148

Emergency Relief Requested

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AFFIDAVIT OF CHARLES DUSTIN MYERS

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# TAB 1

322<sup>ND</sup> FAMILY DISTRICT COURT  
ASSOCIATE JUDGE'S REPORT  
FOR TEMPORARY ORDERS

CAUSE NUMBER: 322 - 744263-23

ITMOTMO/INRE/ITIO

Myers  
\_\_\_\_\_  
\_\_\_\_\_

§  
§  
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§

IN THE DISTRICT COURT  
TARRANT COUNTY, TEXAS  
322<sup>ND</sup> JUDICIAL DISTRICT

1. It is ordered that Movant's motion ~~for~~ to vacate is denied.
2. It is ordered that Movant shall provide Mrs. <sup>Myers'</sup> ~~Myers~~ 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 ~~ASR~~ <sup>signed</sup> ~~filed~~ on 2/11/2024 by 1:30pm today.

Approved as to form  
[Signature]

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 that Paragraph 2 accurately reflected the Court's ruling, but provided no alternative language; therefore the Court signed this report.

~~322<sup>ND</sup> Associate Judge~~

3/14/22  
Date

[Signature]  
Associate Judge

Page \_\_\_\_ of \_\_\_\_

200 East Weatherford Street  
Fort Worth, Texas 76196

APP 3.1



A CERTIFIED COPY  
ATTEST: 04/15/2024  
THOMAS A. WILDER  
CLERK OF COURT  
TARRANT COUNTY, TEXAS  
BY: /s/ Catherine Saenz

# TAB 2

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  
MARA MYERS AND CAROLINE  
MYERS, CHILDREN

§  
§  
§  
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§

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 MYERS  
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 M [REDACTED] and C [REDACTED] 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 MARA M [REDACTED] and C [REDACTED] 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](http://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 MARA MYERS and CAROLINE MYERS.

*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 6641 Anns Court, Watauga, Texas 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 6641 Anns Court, Watauga, Texas 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 6641 Anns Court, Watauga, 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 6641 Anns Court, Watauga, Texas 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 6641 Anns Court, Watagua, Texas 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

*Associate*   
JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

MARX ALTMAN & JOHNSON



2905 Lackland Rd.  
FT. WORTH, Texas 76116  
Tel: (817) 926-6211  
Fax: (817) 926-6188

By: 

Cooper L. Carter  
Attorney for Petitioner  
State Bar No. 24121530  
coopercarter@majadmin.com

Daniel R. Bacalis PC  
669 Airport Freeway  
Suite 307  
Hurst, TX 76053  
Office Phone: (817)498-4105  
Fax: (817)282-0634

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

Daniel Bucalis  
Attorney for Respondent  
State Bar No. 01487550  
Email: dbacalis@dbacalis.com

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

  
\_\_\_\_\_  
MORGAN MYERS  
PETITIONER

\_\_\_\_\_  
CHARLES MYERS  
RESPONDENT



### 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.

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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



# TAB 3





**In the  
Court of Appeals  
Second Appellate District of Texas  
at Fort Worth**

No. 02-25-00166-CV

IN RE CHARLES DUSTIN MYERS

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Original Proceeding  
322nd District Court Tarrant County, Texas  
Trial Court No. 322-744263-23

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**ORDER**

We have considered relator's "Motion for En Banc Reconsideration."

It is the opinion of the court that the motion for en banc reconsideration should be and is hereby denied and that the opinion and judgment of April 15, 2025, stand unchanged.

We direct the clerk of this court to send a notice of this order to the relator and attorneys of record.

Dated April 24, 2025.

Per Curiam

En Banc

# TAB 4



**In the  
Court of Appeals  
Second Appellate District of Texas  
at Fort Worth**

---

No. 02-25-00166-CV

---

IN RE CHARLES DUSTIN MYERS, Relator

---

Original Proceeding  
322nd District Court of Tarrant County, Texas  
Trial Court No. 322-744263-23

---

Before Bassel, Kerr, and Wallach, JJ.  
Per Curiam Memorandum Opinion

**MEMORANDUM OPINION**

The court has considered relator's petition for writ of mandamus and emergency motion to stay proceedings and is of the opinion that relief should be denied. Accordingly, relator's petition for writ of mandamus and emergency motion to stay proceedings are denied.

Per Curiam

Delivered: April 15, 2025

# TAB 5

## Texas Family Code § 201.007 – Powers of Associate Judge

- (a) Except as limited by an order of referral, an associate judge may:
- (1) conduct a hearing;
  - (2) hear evidence;
  - (3) compel production of relevant evidence;
  - (4) rule on the admissibility of evidence;
  - (5) issue a summons for:
    - (A) the appearance of witnesses; and
    - (B) the appearance of a parent who has failed to appear before an agency authorized to conduct an investigation of an allegation of abuse or neglect of a child after receiving proper notice;
  - (6) examine a witness;
  - (7) swear a witness for a hearing;
  - (8) make findings of fact on evidence;
  - (9) formulate conclusions of law;
  - (10) recommend an order to be rendered in a case;
  - (11) regulate all proceedings in a hearing before the associate judge;
  - (12) order the attachment of a witness or party who fails to obey a subpoena;
  - (13) order the detention of a witness or party found guilty of contempt, pending approval by the referring court as provided by Section 201.013;
  - (14) without prejudice to the right to a de novo hearing before the referring court under Section 201.015 and subject to Subsection (c), render and sign:
    - (A) a final order agreed to in writing as to both form and substance by all parties;
    - (B) a final default order;
    - (C) a temporary order; or
    - (D) a final order in a case in which a party files an unrevoked waiver made in accordance with Rule 119, Texas Rules of Civil Procedure, that waives notice to the party of the final hearing or waives the party's appearance at the final hearing;
  - (15) take action as necessary and proper for the efficient performance of the associate judge's duties; and
  - (16) render and sign a final order if the parties waive the right to a de novo hearing before the referring court under Section 201.015 in writing before the start of a hearing conducted by the associate judge.
- (b) An associate judge may, in the interest of justice, refer a case back to the referring court regardless of whether a timely objection to the associate judge hearing the trial on the merits or presiding at a jury trial has been made by any



party.

(c) A final order described by Subsection (a)(14) becomes final after the expiration of the period described by Section 201.015(a) if a party does not request a de novo hearing in accordance with that section. An order described by Subsection (a)(14) or (16) that is rendered and signed by an associate judge constitutes an order of the referring court.

(d) An answer filed by or on behalf of a party who previously filed a waiver described in Subsection (a)(14)(D) shall revoke that waiver.

(e) An order signed before May 1, 2017, by an associate judge under Subsection (a)(16) is a final order rendered as of the date the order was signed.

# TAB 6

## **Texas Family Code § 201.015 – De Novo Hearing Before Referring Court**

**(a) A party may request a de novo hearing before the referring court by filing with the clerk of the referring court a written request not later than the third working day after the date the party receives notice of:**

**(1) the substance of the associate judge's report as provided by Section 201.011; or  
(2) the rendering of the temporary order, if the request concerns a temporary order rendered by an associate judge under Section 201.007(a)(14)(C).**

**(b) A request for a de novo hearing under this section must specify the issues that will be presented to the referring court.**

**(c) In the de novo hearing before the referring court, the parties may present witnesses on the issues specified in the request for hearing. The referring court may also consider the record from the hearing before the associate judge, including the charge to and verdict returned by a jury.**

**(d) Notice of a request for a de novo hearing before the referring court shall be given to the opposing attorney under Rule 21a, Texas Rules of Civil Procedure.**

**(e) If a request for a de novo hearing before the referring court is filed by a party, any other party may file a request for a de novo hearing before the referring court not later than the third working day after the date the initial request was filed.**

**(f) The referring court, after notice to the parties, shall hold a de novo hearing not later than the 30th day after the date on which the initial request for a de novo hearing was filed with the clerk of the referring court.**

**(g) Before the start of a hearing by an associate judge, the parties may waive the right of a de novo hearing before the referring court in writing or on the record.**

**(h) The denial of relief to a party after a de novo hearing under this section or a party's waiver of the right to a de novo hearing before the referring court does not affect the right of a party to file a motion for new trial, motion for judgment notwithstanding the verdict, or other post-trial motion.**

**(i) A party may not demand a second jury in a de novo hearing before the referring**

court if the associate judge's proposed order or judgment resulted from a jury trial.

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Envelope ID: 100310746  
Filing Code Description: Petition  
Filing Description: Petition for Writ of Mandamus  
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Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
CHARLES DMYERS		CHUCKDUSTIN12@GMAIL.COM	5/1/2025 8:36:20 AM	SENT