EXHIBIT 1

Gmail

FUDSTOP <chuckdustin12@gmail.com>

Charles, Communication is Essential

1 message

Mazda Financial Services <Servicing@email.mazdafinancialservices.com> Fri, Jan 10, 2025 at 2:01 PM
Reply-To: MFS Marketing <reply-fec8157672640078-21_HTML-163733953-515000161-4@email.mazdafinancialservices.com>
To: chuckdustin12@gmail.com

View online

MY ACCOUNT

LATE

122 DAYS

WE NEED TO REACH YOU IMMEDIATELY

Charles D Myers,

Your vehicle may be subject to repossession. We would like to discuss your account. Please call us at (866) 693-2332,Monday-Friday (7am-7pm CST) to discuss your options.

Past Due Payment Amount	**$1719.96**
Unpaid Late Charges	$86.00
Miscellaneous Charges	$0.00
Current Payment Due	$429.99
Total Amount Due	**$2235.95**
Vehicle	**2023 CX-5**
Last 8 VIN	**P0135569**

Make a payment

PAY RIGHT NOW WITH THE APP

The latest Mazda FS app is available and makes paying your bill fast and easy. You can make a payment today.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

FINANCIAL SERVICES

Please do not reply to this email. This is a post-only, outbound email. We will be unable to respond to your reply. If you have questions or concerns about this email or Mazda Financial Services, please use the links below.

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EXHIBIT 2

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

322-744263-23

Cause Number 322-744263-23

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

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

Affidavit

THE STATE OF California

COUNTY OF Orange

(county where statement is being notarized)

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

My name is Nicholas (*First*) Glen (*Middle*) Morvan (*Last*).

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

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

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

Signed this 13th day of March, 2024.

Nicholas Morvan
(signature of affiant)

State of California

County of Orange

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

by _____.
(insert printed name of affiant)

* SEE ATTACHED COPY
(signature of notarial officer)

[NOTARY SEAL]

My commission expires: 08/22/2027

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

State of California
County of ORANGE

Subscribed and sworn to (or affirmed) before me on this 13TH day of MARCH, 2024, by NICHOLAS GLEN MORVAN,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

NPC1
TOMAS CURDOV
COMM. #2460276
NOTARY PUBLIC- CALIFORNIA
ORANGE COUNTY
My Comm. Expires Aug 22, 2027

(Seal) Signature

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

322-744263-23

Cause Number 322-744263-23

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

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

Affidavit

THE STATE OF California

COUNTY OF San Diego

(county where statement is being notarized)

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

My name is Luz Maria Oble.

First *Middle* *Last*

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

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

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

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

Signed this 13th day of March, 2024.

Luz Maria Oble

State of Texas

County of Parker

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

by Luz Maria Oble.
(insert printed name of affiant)

NOTARY PUBLIC STATE OF TEXAS
Palursa Shepard
ID NUMBER
134095343
COMMISSION EXPIRES
December 7, 2026

Palursa Shepard
(signature of notarial officer)

Palursa Shepard
134095343
Notary Public, State of Texas

Electronically signed and notarized online using the Proof platform.

[NOTARY SEAL]

My commission expires: 12/07/2026

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

322-744263-23

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

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

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

Affidavit

THE STATE OF New York

COUNTY OF Suffolk
(county where statement is being notarized)

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

My name is Brianna (*First*) Nicole (*Middle*) Galbo (*Last*).
I am of sound mind and capable of making this statement. I have personal knowledge of the facts written in this statement. I understand that if I lie in this statement, I may be held criminally responsible. This statement is true and correct.

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

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

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

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

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

Signed this 10th day of March, 2024.

(signature of affiant)

State of Texas

County of Denton

Sworn to and subscribed to before me on 03/10/2024
(date)

by BRIANNA NICOLE GALBO.
(insert printed name of affiant)

Latoya Lynn Reese
Notary Public, State of Texas
Comm. Expires 06-03-2025
Notary ID 133136086

Notarized Online with NotaryLive.com

(signature of notarial officer)

[NOTARY SEAL]

My commission expires: 06/03/2025

A CERTIFIED COPY
ATTEST: 04/16/202
THOMAS A. WILDE
DISTRICT CLERK
TARRANT COUNTY, T

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

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

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

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

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

Affidavit

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

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

My name is Danny (First) Slade (Middle) Burt (Last).
I am of sound mind and capable of making this statement. I have personal knowledge of the facts written in this statement. I understand that if I lie in this statement, I may be held criminally responsible. This statement is true and correct.

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

A CERTIFIED COI
ATTEST: 04/15/20
THOMAS A. WILDI
DISTRICT CLER
TARRANT COUNTY,
BY: /s/ Catherine Sa

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

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

State of California

County of Stanislaus

Subscribed and sworn to (or affirmed) before me

on this 11 day of March, 20 24,
Date *Month* *Year*

by

(1) DANNY SLADE BURT

(and (2) _____),
Name(s) of Signer(s)

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

KARINA ALDAZ
Notary Public - California
Stanislaus County
Commission # 2339159
My Comm. Expires Dec 4, 2024

Signature _____
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: AFFIDAVIT **Document Date:** MARCH 11, 2024

Number of Pages: 2 **Signer(s) Other Than Named Above:** N/A

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ATTEST: 04/15/202
THOMAS A. WILDE
DISTRICT CLERK
TARRANT COUNTY,

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

322-744263-23

Cause Number 322-744263-23

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

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

Affidavit

THE STATE OF TEXAS

COUNTY OF LBK

(county where statement is being notarized)

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

My name is Aaron (*First*) J (*Middle*) Watson (*Last*).

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

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

A CERTIFIED COPY
ATTEST: 04/15/202
THOMAS A. WILDER
DISTRICT CLERK
TARRANT COUNTY, T

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

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

Signed this 11 day of March 2024.

(signature of affiant)

State of Texas

County of Lubbock

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

by Aaron Watson (insert printed name of affiant).

Alyssa Margarita Marmolejo
Notary Public, State of Texas
Notary ID #13392655-4
My Commission Expires 08-24-2026
[NOTARY SEAL]

(signature of notarial officer)

My commission expires: 08·24·2026

A CERTIFIED COP
ATTEST: 04/15/20
THOMAS A. WILDE
DISTRICT CLERI
TARRANT COUNTY,

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Jurat / INVENTORY AND APPRAISAL STATEMENT

Document Date: 10/15/2025

Number of Pages (including notarial certificate): 27

State of Florida
County of Polk

Sworn to (or affirmed) and subscribed before me by means of online notarization,

this 10/15/2025 by Charles Myers.

Amber Hall

Amber Hall

AMBER HALL
Notary Public - State of Florida
Commission # HH 666054
Expires on April 17, 2029

___ Personally Known OR ___ ✔ Produced Identification

Type of Identification Produced DRIVER LICENSE

Notarized remotely online using communication technology via Proof.

322-744263-23

FILED
TARRANT COUNTY
2/8/2024 2:29 PM
THOMAS A. WILDER
DISTRICT CLERK

AGREED

ASSOCIATE JUDGE'S REPORT FOR TEMPORARY ORDERS

(Suit Affecting the Parent-Child Relationship, Property and Debts)

DIVORCE WITH CHILDREN

CAUSE NUMBER: 322- 744263-23

Morgan Myers	§	**IN THE DISTRICT COURT**
AND	§	**TARRANT COUNTY, TEXAS**
Charles Myers	§	**322ND JUDICIAL DISTRICT**

RESET DATE:_____

1. Appearances:

(X)Petitioner/Movant appeared in person and by attorney Cooper Carter

(X)Respondent appeared in person and by attorney Dan Bacalis

( )_____

2. Temporary Conservatorship:

A. (X)Joint Managing Conservators: Primary Possession to (X)Mother ( )Father ( )Other:_____

(X)Mother and Father have the rights and duties under TEX. FAM. CODE ANN. §§ 153.073, 153.074

( )Other has the rights and duties under TEX. FAM. CODE ANN. §§ 153.073, 153.074

( )Mother ( )Father ( )Other have the rights, duties and privileges as set forth in TEX. FAM. CODE ANN. § 153.132 except as follows:

The (X)Mother ( )Father ( )Other shall have the exclusive right to establish the residence of the child(ren) and residence of the child(ren) will be Tarrant County or counties contiguous to Tarrant County, TX and/or_____

The (X)Mother (X)Father ( )Other are enjoined from removing the child(ren) from Tarrant County or counties contiguous to Tarrant County, TX for the purpose of establishing the residence of the child(ren) and/or_____

The right to make educational decisions shall be by the (X)Mother ( )Father ( )Other.

The right to make invasive surgical decisions shall be by mutual consent of the partied and failing to agree by the (X)Mother ( )Father ( )Other. The term "invasive" means elective surgical decisions.

The right to receive child support shall be by the (X)Mother ( )Father ( )Other_____

B. ( )Sole Managing Conservator: ( )Mother ( )Father ( )Other:_____

( )Possessory Conservator: ( )Mother ( )Father ( )Other:_____

( )Mother ( )Father ( )Other have the rights and duties under TEX. FAM. CODE ANN. §§ 153.073, 153.074

( )Mother ( )Father and/or ( )Other have the rights, duties and privileges as set forth in TEX. FAM. CODE ANN. § 153.132.

( )Residency Restriction to ( )Tarrant County ( )Tarrant & contiguous counties.

3. Temporary Possession Schedule:

( )Texas Standard Family Code TEX. FAM. CODE ANN. §§ 153.311 THROUGH 153.316. All possession times begin and end at 6:00 p.m. except for Thursdays which ends at 8:00 p.m.

(X)Texas "Extended" Standard Family Code TEX. FAM. CODE ANN. §§ 153.311 THROUGH 153.316. All possession times begin and end at the time school recesses or begins. Thursdays overnight, during the regular school year.

( )Other:_____

_____

_____

_____

(X)Mother ( )Father ( )Other shall surrender the child to the other person at the residence of (X)Mother ( )Father ( )Other at the beginning of each period of possession.

( )Mother (X)Father ( )Other shall surrender the child to the other person at the residence of ( )Mother (X)Father ( )Other at the end of each period of possession.

4. Temporary Child Support:

( )Mother (X)Father shall pay through the Texas State Disbursement Unit, P.O. Box 659791, San Antonio, TX 78265-9791 of $ 973.19 per month beginning 4-1-2024

_____

Medical Insurance on Child Provided by: ( )Mother ( )Father Mother to apply for Medicaid
Insurance Cost Paid by: ( )Mother ( )Father
Uncovered Medical, Dental & Vision Costs: (X)Equally ( )

5. **Additional Orders:**

App. for Protective order is non-suited

6. **Temporary Spousal Support:** N.A.

( )Wife ( )Husband shall pay direct to Spouse $_____ per _____ beginning

7. **Temporary Possession of Property:**

Husband: 2021 MAZDA 3, his personal prop. & clothing 2023 MAZDA CX-8 (LEASED) RESPONDENT to vacate home at 6641 Anne Court WATAUGA by MARCH 1, 2024

Wife: 2007 MAZDA, her personal property & clothing, 6641 Anne Court, WATAUGA,

8. Temporary Payment of Debts and Bills:

Husband: His living expenses: CAR PAYMENT, his AUTO INS his telephone payment.
LEASE PAYMENT for HOMESTEAD for FEBRUARY & MARCH 2024

Wife: Her living expenses: her AUTO INSURANCE, her telephone payment, LEASE PAYMENT ON HOMESTEAD AFTER MARCH 30, 2024

9. Temporary Injunctions:

(X) Mutual Temporary Injunctions as to Persons pursuant to the Texas Family Practice Manual.

(X) Mutual Temporary Injunctions as to Property pursuant to the Texas Family Practice Manual.

THE PARTIES TO COMMUNICATE THROUGH APP CLOSE

10. MISCELLANEOUS:

(X) The parties are to attend *"Children in the Middle"* part 1 and/or 2 by 5/1/24 and to file a certificate with the Court. Each to pay for their own costs.

(X) Neither party shall consume, 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.

Neither party shall consume alcohol at least 12 hours prior to their time for possession of the child(ren).

Neither party shall consume alcohol during their period of possession with the child(ren).

Neither party shall attend one of the child(ren)'s activities if they have consumed alcohol or they are under the influence of alcohol.

Neither party shall leave the child(ren) with a person who is consuming alcohol at least 12 hours prior to taking possession of the child(ren) or has in their possession an illegal drug(s), including prescription drugs, as a childcare provider. No disparaging remarks in the presence of the child(ren) and no discussion of litigation or issues of the case with the child(ren).

(X) The parties are not to discuss the litigation or issues with the child(ren) 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.

The parties are not to discuss the litigation or issues with the child(ren). This paragraph presumes the child(ren) is old enough to communicate with a party. The aforementioned sentence means that neither party shall discuss what occurred in Court including the testimony of any witness or witnesses with the child(ren).

A party is allowed to reasonably offer an age-appropriate statement to discuss the effect of an Order with the child(ren) with a brief statement or sentence. For example, a party is not allowed to show a document to the child(ren) and attempt to comprehensively discuss the case in detail with the child(ren).

A typed written Order conforming to this Report will follow within 20 days from the date this Report is signed. The Temporary Order shall be prepared by DAN BACALIS.

Each attorney should approve the Order. The parties do not need to approve the Order. The attorney reviewing the proposed Order shall have five (5) days to do so. There are no ten (10) day letters. If an agreement is not reached, a Motion to Sign shall be filed and set within thirty (30) days from the signing of this Report.

AGREED AS TO FORM AND SUBSTANCE

Attorney for Petitioner

Attorney for Respondent

Petitioner

Respondent

SO, ORDERED:

322ND Associate Judge

Date: FEBRUARY 1, 2024

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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Filing Code Description: No Fee Documents
Filing Description: AGD AJ REP
Status as of 2/8/2024 3:12 PM CST

Associated Case Party: MORGANMICHELLEMYERS

Name	BarNumber	Email	TimestampSubmitted	Status
Cooper L.Carter		coopercarter@majadmin.com	2/8/2024 2:29:20 PM	SENT

Associated Case Party: CHARLESDUSTINMYERS

Name	BarNumber	Email	TimestampSubmitted	Status
Daniel Bacalis		service@dbacalis.com	2/8/2024 2:29:20 PM	SENT
Tammy L.Johnson		tjohnson@dbacalis.com	2/8/2024 2:29:20 PM	SENT
Daniel R.Bacalis		dbacalis@dbacalis.com	2/8/2024 2:29:20 PM	SENT
CHARLES MYERS		chuckdustin12@gmail.com	2/8/2024 2:29:20 PM	SENT

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	§	**IN THE DISTRICT COURT**
	§	
	§	
MORGAN MYERS	§	
AND	§	**322ND JUDICIAL DISTRICT**
CHARLES MYERS	§	
	§	
AND IN THE INTEREST OF	§	
MARA MYERS AND CAROLINE MYERS, CHILDREN	§	**TARRANT COUNTY, TEXAS**

TEMPORARY ORDERS

On February 1JC, 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 MYERS and CAROLINE MYERS

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

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

2. the right to confer with the other parent to the extent possible before making a decision concerning the health, education, and welfare of the children;

3. the right of access to medical, dental, psychological, and educational records of the children;

4. the right to consult with a physician, dentist, or psychologist of the children;

5. the right to consult with school officials concerning the children's welfare and educational status, including school activities;

6. the right to attend school activities, including school lunches, performances, and field trips;

7. the right to be designated on the children's records as a person to be notified in case of an emergency;

8. the right to consent to medical, dental, and surgical treatment during an

emergency involving an immediate danger to the health and safety of the children; and

9. the right to manage the estates of the children to the extent the estates have been created by the parent's family or by the parent, other than by the community or joint property of the parent.

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

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

2. the right to confer with the other parent to the extent possible before making a decision concerning the health, education, and welfare of the children;

3. the right of access to medical, dental, psychological, and educational records of the children;

4. the right to consult with a physician, dentist, or psychologist of the children;

5. the right to consult with school officials concerning the children's welfare and educational status, including school activities;

6. the right to attend school activities, including school lunches, performances, and field trips;

7. the right to be designated on the children's records as a person to be notified in case of an emergency;

8. the right to consent to medical, dental, and surgical treatment during an emergency involving an immediate danger to the health and safety of the children; and

9. the right to manage the estates of the children to the extent the estates have been created by the parent's family or by the parent, other than by the community or joint property of the parent.

IT IS ORDERED that, at all times, MORGAN MYERS and CHARLES MYERS, as parent temporary joint managing conservators, shall each have the following duties:

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

2. the duty to inform the other conservator of the children if the conservator resides with for at least thirty days, marries, or intends to marry a person who the conservator knows is

registered as a sex offender under chapter 62 of the Texas Code of Criminal Procedure or is currently charged with an offense for which on conviction the person would be required to register under that chapter. IT IS ORDERED that notice of this information shall be provided to the other conservator of the children as soon as practicable, but not later than the fortieth day after the date the conservator of the children begins to reside with the person or on the tenth day after the date the marriage occurs, as appropriate. IT IS ORDERED that the notice must include a description of the offense that is the basis of the person's requirement to register as a sex offender or of the offense with which the person is charged. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

3. the duty to inform the other conservator of the children if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator of the children as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;

4. the duty to inform the other conservator of the children if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the expiration of sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator of the children as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and

5. the duty to inform the other conservator of the children if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator of the children as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

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

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

2. the duty to support the children, including providing the children with clothing, food, shelter, and medical and dental care not involving an invasive procedure;

3. the right to consent for the children to medical and dental care not involving an invasive procedure; and

4. the right to direct the moral and religious training of the children.

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

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

2. the duty to support the children, including providing the children with clothing, food, shelter, and medical and dental care not involving an invasive procedure;

3. the right to consent for the children to medical and dental care not involving an invasive procedure; and

4. the right to direct the moral and religious training of the children.

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

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

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

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

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

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

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

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

8. except when a guardian of the children's estates or a guardian or attorney ad litem has been appointed for the children, the independent right to act as an agent of the children in

relation to the children's estates if the children's action is required by a state, the United States, or a foreign government;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Court finds that, in accordance with section 153.001 of the Texas Family Code, it is the public policy of Texas to assure that children will have frequent and continuing contact with parents who have shown the ability to act in the best interest of the child; to provide a safe, stable, and nonviolent environment for the child; and to encourage parents to share in the rights and duties of raising their child after the parents have separated or dissolved their marriage. IT IS ORDERED that the primary residence of the children shall be within Tarrant County, Texas, and counties contiguous to Tarrant County, Texas, and the parties shall not remove the children from Tarrant County, Texas, and counties contiguous to Tarrant County, Texas for the purpose of changing the primary residence of the children until this geographic restriction is modified by further order of the court of continuing jurisdiction or by a written agreement that is signed by the parties and filed with that court.

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

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

MORGAN MYERS morganm202@gmail.com

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 MARA MYERS and CAROLINE MYERS 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 MYERS and CAROLINE MYERS.

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of CHARLES MYERS by the employer and paid in accordance with the order to that employer shall constitute a credit against the child support obligation. Payment of the full amount of child support ordered paid by this order through the means of withholding from earnings shall discharge the child support obligation. If the amount withheld from earnings and credited against the child support obligation is less than 100 percent of the amount ordered to be paid by this order, the balance due remains an obligation of CHARLES MYERS, and it is hereby ORDERED that CHARLES MYERS pay the balance due directly as specified below.

On this date the Court signed an Income Withholding for Support.

Payment

IT IS ORDERED that all payments shall be made through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791, and thereafter promptly remitted to MORGAN MYERS for the support of the children. IT IS ORDERED that all payments shall be made payable to the Office of the Attorney General and include the ten-digit Office of the Attorney General case number (if available), the cause number of this suit, CHARLES MYERS's name as the name of the noncustodial parent (NCP), and MORGAN MYERS's name as the name of the custodial parent (CP). Payment options are found on the Office of the Attorney General's website at www.texasattorneygeneral.gov/cs/payment-options-and-types.

IT IS ORDERED that each party shall pay, when due, all fees charged to that party by the state disbursement unit and any other agency statutorily authorized to charge a fee.

Change of Employment

IT IS FURTHER ORDERED that CHARLES MYERS shall notify this Court and MORGAN MYERS by U.S. certified mail, return receipt requested, of any change of address and of any termination of employment. This notice shall be given no later than seven days after the change of address or the termination of employment. This notice or a subsequent notice shall also provide the current address of CHARLES MYERS and the name and address of his current employer, whenever that information becomes available.

Clerk's Duties

IT IS ORDERED that, on the request of a prosecuting attorney, the title IV-D agency, the friend of the Court, a domestic relations office, MORGAN MYERS, CHARLES MYERS, or an attorney representing MORGAN MYERS or CHARLES MYERS, the clerk of this Court shall cause a certified copy of the Income Withholding for Support to be delivered to any employer.

Medical and Dental Support

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

IT IS FURTHER ORDERED that the additional child support payments for costs of health and dental insurance ordered below are payable through the state disbursement unit or as directed below and subject to the provisions for withholding from earnings provided above for other child support payments.

2. Definitions -

"Health Insurance" means insurance coverage that provides basic health-care services, including usual physician services, office visits, hospitalization, and laboratory, X-ray, and emergency services, that may be provided through a health maintenance organization or other private or public organization, other than medical assistance under chapter 32 of the Texas Human Resources Code.

"Reasonable cost" means the total cost of health insurance coverage for all children for which MORGAN MYERS is responsible under a medical support order that does not exceed 9 percent of MORGAN MYERS's annual resources, as described by section 154.062(b) of the Texas Family Code.

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

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

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

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

4. Provision of Health-Care Coverage –

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

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

    a. MORGA 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 heath-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.

Envelope ID: 85983756
Filing Code Description: No Fee Documents
Filing Description:
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

NO. 322-744263-23

IN THE MATTER OF THE MARRIAGE OF	§	**IN THE DISTRICT COURT**
	§	
	§	
MORGAN MYERS	§	
AND	§	**322ND JUDICIAL DISTRICT**
CHARLES MYERS	§	
	§	
AND IN THE INTEREST OF	§	
MARA MYERS AND CAROLINE	§	**TARRANT COUNTY, TEXAS**
MYERS, CHILDREN	§	

MOTION FOR SANCTIONS AND REQUEST FOR ATTORNEY'S FEES

Comes now, Morgan Myers, and asks the Court to impose appropriate sanctions against Charles Myers for filing multiple groundless filings.

Charles Myers has violated Rule 13, Section 9.011, and Section 10.001 by filing multiple frivolous pleadings that have no basis in fact or law for the purpose of harassing. Charles Myer's actions should be sanctioned.

Morgan Myers requests a judgment of ten thousand dollars ($10,000.00) for her attorney's fees incurred as a result in the frivolous filings by Charles Myers, payable directly to her attorney of record, Cooper Carter.

For these reasons, Morgan Myers, asks the Court, to impose the sanctions requested herein. Morgan Myers further requests the fees, expenses, and costs requested herein. Morgan Myers prays for general relief.

MARX, ALTMAN, & JOHNSON
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Fort Worth, TX 76116
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By: /s/ *Cooper L. Carter*
Cooper L. Carter

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Certificate of Service

I certify that a true copy of the above was served on each attorney of record or party in accordance with the Texas Rules of Civil Procedure on October 2, 2025.

/s/ Cooper Carter
Cooper Carter
Attorney for Morgan Myers

NO. 322-744263-23

IN THE MATTER OF THE MARRIAGE OF	§	**IN THE DISTRICT COURT**
	§	
	§	
MORGAN MYERS	§	
AND	§	**322ND JUDICIAL DISTRICT**
CHARLES MYERS	§	
	§	
AND IN THE INTEREST OF	§	
MARA MYERS AND CAROLINE MYERS, CHILDREN	§	**TARRANT COUNTY, TEXAS**

SECOND AMENDED PETITION FOR DIVORCE

1. Discovery

Discovery in this case is intended to be conducted under level 2 of rule 190 of the Texas Rules of Civil Procedure.

Preservation of Evidence: Respondent is put on notice to preserve and not destroy, conceal, or alter any evidence or potential evidence relevant to the issues in this case, including tangible documents or items in Respondent's possession or subject to Respondent's control and electronic documents, files, or other data generated by or stored on Respondent's home computer, work computer, storage media, portable systems, electronic devices, online repositories, or cell phone.

2. Parties

This suit is brought by MORGAN MYERS, Petitioner. The last three numbers of MORGAN MYERS's Social Security number are 893.

CHARLES MYERS is Respondent.

3. Domicile

Petitioner has been a domiciliary of Texas for the preceding six-month period and a

resident of this county for the preceding ninety-day period.

4. Service

No service on Respondent is necessary at this time.

5. Protective Order Statement

No protective order under title 4 of the Texas Family Code, protective order under subchapter A of chapter 7B of the Texas Code of Criminal Procedure, or order for emergency protection under Article 17.292 of the Texas Code of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit and no application for any such order is pending.

6. Birth Certificates

Certified copies of the children's birth certificates are not available to Petitioner.

7. Dates of Marriage and Separation

The parties were married on or about JUNE 20, 2015 and ceased to live together as spouses on or about JANUARY 16, 2024.

8. Grounds for Divorce

The marriage has become insupportable because of discord or conflict of personalities between Petitioner and Respondent that destroys the legitimate ends of the marriage relationship and prevents any reasonable expectation of reconciliation.

9. Children of the Marriage

Petitioner and Respondent are parents of the following children of this marriage who are not under the continuing jurisdiction of any other court:

Name: MARA MYERS

Sex: FEMALE

Birth date: 06/20/2016

Name: CAROLINE MYERS

Sex: FEMALE

Birth date: 04/12/2018

There are no court-ordered conservatorships, court-ordered guardianships, or other court-ordered relationships affecting the children the subject of this suit.

Information required by section 154.181(b) and section 154.1815 of the Texas Family Code will be provided at a later date.

No property of consequence is owned or possessed by the children the subject of this suit.

The appointment of Petitioner and Respondent as joint managing conservators would not be in the best interest of the children. Petitioner, on final hearing, should be appointed sole managing conservator, with all the rights and duties of a parent sole managing conservator, and Respondent should be ordered to provide support for the children, including the payment of child support and medical and dental support in the manner specified by the Court. Petitioner requests that the payments for the support of the children survive the death of Respondent and become the obligation of Respondent's estate. There should be no restriction on the geographic area within which Petitioner may designate the primary residence of the children. Alternatively, if the primary residence of the children is restricted to a geographic area, that area should include Tarrant County, Texas and counties contiguous to Tarrant County, Texas.

Preceding the filing of this suit, Respondent has engaged in a history or pattern of family violence, as defined by section 71.004 of the Texas Family Code.

Preceding the filing of this suit, Respondent has engaged in a history or pattern of child abuse and child neglect.

Petitioner requests that the Court consider this conduct in appointing Petitioner as sole managing conservator or the parties as joint managing conservators.

Petitioner requests the Court to order reasonable periods of electronic communication between the children and Petitioner to supplement Petitioner's periods of possession of and access to the children.

Respondent has a history or pattern of committing family violence during the two-year period preceding the date of filing of this suit. Petitioner requests the Court to deny Respondent access to the children. Alternatively, if the Court finds that awarding Respondent access to the children would not endanger the children's physical health or emotional welfare and would be in the best interest of the children, Petitioner requests that the Court render a possession order that is designed to protect the safety and well-being of the children and any other person who has been a victim of family violence committed by Respondent, including but not limited to ordering that the periods of access be continuously supervised by an entity or person chosen by the Court, ordering that the exchange of possession of or access to the children occur in a protective setting, ordering Respondent to refrain from the consumption of alcohol or a controlled substance within the twelve hours before or during each of Respondent's periods of possession of or access to the children, and ordering Respondent to attend and complete a battering intervention and prevention program or, if such a program is not available, to complete a course of treatment with a mental health professional in accordance with section 153.010 of the Texas Family Code.

There is a history or pattern of child abuse, child neglect, and family violence committed by Respondent. Petitioner requests the Court to deny Respondent access to the children. Alternatively, Petitioner requests that the Court render a possession order that provides that Respondent's periods of visitation be continuously supervised by an entity or person chosen by

the Court.

Petitioner also requests that the child support owed by Respondent be confirmed at final trial.

10. Division of Community Property

Petitioner believes Petitioner and Respondent will enter into an agreement for the division of their estate. If such an agreement is made, Petitioner requests the Court to approve the agreement and divide their estate in a manner consistent with the agreement. If such an agreement is not made, Petitioner requests the Court to divide their estate in a manner that the Court deems just and right, as provided by law.

Petitioner should be awarded a disproportionate share of the parties' estate for the following reasons, including but not limited to:

a. fault in the breakup of the marriage;

b. benefits the innocent spouse may have derived from the continuation of the marriage;

c. disparity of earning power of the spouses and their ability to support themselves;

d. health of the spouses;

e. the spouse to whom conservatorship of the children is granted;

f. needs of the children of the marriage;

g. education and future employability of the spouses;

h. community indebtedness and liabilities;

i. ages of the spouses;

j. earning power, business opportunities, capacities, and abilities of the spouses;

k. need for future support;

l. nature of the property involved in the division; and

m. attorney's fees to be paid.

11. Separate Property

Petitioner owns certain separate property that is not part of the community estate of the parties, and Petitioner requests the Court to confirm that separate property as Petitioner's separate property and estate.

12. Request for Permanent Injunction

Petitioner requests the Court, after trial on the merits, to grant the following permanent injunction:

a. Petitioner requests that her contact information and residence information remain confidential.

13. Request for Change of Name

Petitioner requests a change of name to MORGAN MICHELLE WILSON.

14. Attorney's Fees, Court Costs, Expenses, and Interest

It was necessary for Petitioner to secure the services of Cooper L. Carter, a licensed attorney, to prepare and prosecute this suit. To effect an equitable division of the estate of the parties and as a part of the division, and for services rendered in connection with conservatorship and support of the children, judgment for reasonable and necessary attorney's fees, court costs, and expenses through trial and appeal should be granted against Respondent and in favor of Petitioner for the use and benefit of Petitioner's attorney and be ordered paid directly to Petitioner's attorney, who may enforce the judgment in the attorney's own name. Petitioner requests postjudgment interest as allowed by law.

Petitioner also requests that the previous attorney's fees awarded to her during this case be confirmed at final trial.

15. Prayer

Petitioner prays that citation and notice issue as required by law and that the Court grant a divorce and all other relief requested in this petition.

Petitioner prays that, on final hearing, the Court enter a permanent injunction enjoining Respondent, in conformity with the allegations of this petition, from the acts set forth above.

Petitioner prays that Petitioner's name be changed as requested above.

Petitioner prays for attorney's fees, court costs, and expenses as requested above.

Petitioner prays for general relief.

Respectfully submitted,

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Attorney for Petitioner

From: **Cooper Carter** coopercarter@majadmin.com
Subject: FW: This is who you let destroy our life CL-12105
Date: November 24, 2025 at 10:57 AM
To: Cooper Carter attorneycoopercarter@gmail.com

---------- Forwarded message ---------
From: **Charlie Vids** <chuckdustin12@gmail.com>
Date: Tue, Dec 10, 2024 at 11:24 AM
Subject: This is who you let destroy our life
To: Morgan Wilson <morganmw02@gmail.com>

Makes sense.

This is not looking good.

Not only has Dan violated multiple protective orders in the past, but he's already plead guilty to similar conduct in the past, revealing a pattern of behavior.

You also fabricated the affidavit of inability to pay, which makes the case Dismissable under the Texas practice and remedies code and is a class C MISDEMEANOR.

You claimed both kids as dependants

Don't say I didn't give you every opportunity to correct this.

Now it's on you.

Oklahoma takes conspiracy to commit fraud very seriously.

PDF

DanielKennethBrantho...t-1.pdf