

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

CAUSE NO. CV19-04-307-1

IN THE INTEREST OF	§	IN THE DISTRICT COURT
	§	
IAN EDWARD CRUZ,	§	271st JUDICIAL DISTRICT
	§	
A CHILD	§	WISE COUNTY, TEXAS

**PETITION FOR WRIT OF ATTACHMENT OR,
ALTERNATIVELY, WRIT OF HABEAS CORPUS**

Pursuant to Chapter 157, Subchapter H of the Texas Family Code, Rebecca Nance, Petitioner, files this Petition for Writ of Attachment or, Alternatively, Writ of Habeas Corpus against Matthew Porter, Respondent, for illegally restraining Ian Edward Cruz.

Discovery Control Plan

Pursuant to Rule 190 of the Texas Rules of Civil Procedure, discovery is intended to be conducted in this suit under Level 2.

Parties

Petitioner, Rebecca Nance, is the child's mother. The last three numbers of Rebecca Nance's Texas driver's license number are 132. The last three numbers of

PETITION FOR WRIT OF ATTACHMENT OR, ALTERNATIVELY, WRIT OF HABEAS CORPUS

THE PETROSS LAW FIRM, PLLC.
100 AUSTIN AVENUE, SUITE 201
WEATHERFORD, TEXAS 76086
Tel: 817.677.8772
Fax: 817.886.8646

Rebecca Nance's Social Security number are 242. Rebecca Nance resides at 11062 S. US Highway287, Rhome, Wise County, Texas.

Child of the Suit

The following child is subject to this suit:

Name	Sex	Birth Date
Ian Edward Cruz	Male	12/07/2016

Service of Citation

Rebecca Nance requests service of citation on Matthew Porter at 3203 Hyde Park Ct., Arlington, Texas 76015 in Tarrant County, Texas, or wherever Matthew Porter may be found.

Jurisdiction

This Court has continuing, exclusive jurisdiction over the parties in this suit.

Court Order in Effect

According to the court order issued in this cause styled "In the Interest of Ian Edward Cruz, a Child," Cause Number CV19-04-307-1, in 271st District Court, Wise County, Texas, Rebecca Nance is entitled to possession of the child. There are no superseding possession orders in this cause. A copy of the order is attached to this Petition as Exhibit A and incorporated here by reference.

PETITION FOR WRIT OF ATTACHMENT OR, ALTERNATIVELY, WRIT OF HABEAS CORPUS

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Illegal Restraint

Matthew Porter is illegally restraining Ian Edward Cruz from the possession of Rebecca Nance. Petitioner believes the child is located at 3203 Hyde Park Ct., Arlington, Texas 76015 in Tarrant County, Texas.

Writ of Attachment

Rebecca Nance petitions the Court to issue a writ of attachment commanding law enforcement officials to take possession of Ian Edward Cruz for delivery to Rebecca Nance and to compel the return of the child to Rebecca Nance's possession. The Affidavit in Support of Request for Writ of Attachment is attached to this Petition as Exhibit B. Rebecca Nance believes that Matthew Porter will remove Ian Edward Cruz from Texas unless Ian Edward Cruz is removed from Matthew Porter's possession.

Alternative Request for Writ of Habeas Corpus

Alternatively, Rebecca Nance petitions the Court to issue a writ of habeas corpus commanding Matthew Porter to bring Ian Edward Cruz to the 271st District Court on a date certain and to compel the return of the child to Rebecca Nance's possession. The affidavit attached as Exhibit B is attached and also incorporated by reference for this request.

Attorney Fees and Costs

Rebecca Nance engaged Chad Petross, a licensed attorney, to prepare and prosecute this suit or the safety and welfare of the child. Rebecca Nance petitions this Court to render judgment for reasonable attorney's fees, expenses, and costs through trial and appeal in Rebecca Nance's favor and against Matthew Porter, and order the judgment to be paid directly to Chad Petross. Rebecca Nance petitions the Court to award post-judgment interest as permitted by law.

Prayer

Rebecca Nance prays the Court to issue a Writ of Habeas Corpus and Attachment as requested above and for general relief.

Respectfully submitted,

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/s/ Chad D. Petross
Chad Petross
State Bar No.: 24056127
Attorney for Rebecca Nance

EXHIBIT A

FILED

AM 7:28 PM

NOV 02 2018

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NCP Name: *MATTHEW DEWAYNE PORTER*
CP Name: *REBECCA JOLENE NANCE*
OAG Number: **0013675931**
Office: 914

BRENDA ROWE
DISTRICT CLERK-WISE COUNTY, TX
BY: *JR* DEPUTY



CV19-04-307-1

CAUSE NUMBER-CV18-02-126

IN THE INTEREST OF

IAN EDWARD CRUZ

A CHILD

§ IN THE 271ST JUDICIAL DISTRICT COURT

§ OF

§ WISE COUNTY, TEXAS

ORDER ESTABLISHING THE PARENT-CHILD RELATIONSHIP

On the 2nd day of November 2018 the Court held a hearing in this cause.

The Office of the Attorney General appeared by its attorney of record.

REBECCA JOLENE NANCE, *mother* of the child, hereinafter referred to as Obligee, appeared in person and agreed to the entry of these orders as evidenced by her signature.

MATTHEW DEWAYNE PORTER, *father* of the child, hereinafter referred to as Obligor, appeared in person and agreed to the entry of these orders as evidenced by his signature.

It is FOUND that the Court has jurisdiction of the parties and the subject matter of this suit, and that the following orders are in the best interest of the child.

A record of the proceedings was waived by the parties with the consent of the court.

The Court admits the verified written report of the appointed parentage testing expert into evidence and finds that the parentage tests comply with Texas Family Code Chapter 160. The Court finds that paternity tests do not exclude *MATTHEW DEWAYNE PORTER* as the father of the following child subject of this suit. The Court FINDS that paternity tests have identified *MATTHEW DEWAYNE PORTER* as the father of the following child subject of this suit.

PARENTAGE

It is FOUND that *MATTHEW DEWAYNE PORTER* is the biological father of the child listed below, who is the subject of this suit.

It is ORDERED that the parent-child relationship is established between *MATTHEW DEWAYNE PORTER* and the following child:

Name	Sex	DOB	SSN
IAN EDWARD CRUZ	M	12/07/2016	9968

The birth records of said child shall be amended to show him as the father of the child and the child's surname as NANCE-PORTR.

CONSERVATORS

REBECCA JOLENE NANCE and *MATTHEW DEWAYNE PORTER* are appointed Joint Managing Conservators of the child.

Each parent appointed as a conservator of the child has at all times the following rights and duties of a parent:

- a. to receive information from any other conservator of the child concerning the health, education, and welfare of the child;
- b. to confer with the other parent before making a decision concerning the health, education, and welfare of the child;
- c. of access to medical, dental, psychological and educational records of the child;
- d. to consult with any physician, dentist, or psychologist of the child;
- e. to consult with school officials concerning the child's welfare and educational status, including school activities;
- f. to attend school activities;
- g. to be designated on any records as a person to be notified in case of an emergency;
- h. to consent to medical, dental, and surgical treatment during an emergency involving an immediate danger to the health and safety of the child;
- i. to inform the other conservator of the child as soon as practicable but not later than the timeframe required under Texas Family Code § 153.076 (c-1) if the conservator:
 - i. 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,
 - ii. 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 the 60-day period following the date the final protective order is issued; or
 - iii. is the subject of a final protective order issued after the date of the order establishing conservatorship;
- j. to manage the estate of the child to the extent the estate has been created by the parent or the parent's family; and
- k. the right to inherit from and through the child.

REBECCA JOLENE NANCE is designated as the conservator with

- a. the exclusive right to designate the primary residence of the child and
- [x] maintain the child's primary residence in *WISE* or any contiguous county;
- [] may determine the child's primary residence without regard to geographic location;
- b. the duty, except when a guardian of the child's estate has been appointed, to manage the estate of the child, including the right as an agent of the child to act in relation to the child's estate if the child's action is required by a state, the United States, or a foreign government;
- c. the right to the services and earnings of the child;
- d. the right to consent to marriage and to enlistment in the armed forces of the United States;
- e. the right to consent to medical, dental, and surgical treatment involving invasive procedures;
- f. the right to consent to psychiatric and psychological treatment;
- g. the power to represent the child in legal action and to make other decisions of substantial legal significance concerning the child;
- h. the right and power to receive and give receipt for periodic payments for the support of the child and to hold or disburse these funds for the benefit of the child;
- i. the right to make decisions concerning the child's education.

Unless limited by court order, each parent appointed as a conservator of the child retains the following rights and duties during the period the parent has possession of the child:

- a. the duty of care, control, protection, and reasonable discipline of the child;
- b. the duty to support the child, including providing the child with clothing, food, shelter, and medical and dental care and education;
- c. the right to consent for the child to medical and dental care not involving an invasive procedure; and
- d. the right to direct the moral and religious training of the child.

NOTICE TO PEACE OFFICER

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.

POSSESSION AND ACCESS

Pursuant to Texas Family Code Chapter 153, *MATTHEW DEWAYNE PORTER* and *REBECCA JOLENE NANCE* are ORDERED to review and follow the possession and access schedule that is attached to this order and incorporated by reference.

MODIFIED POSSESSION AND ACCESS ORDER

DEFINITIONS

Child The term "child" refers to the child or children of the parties who are the subjects of this suit and shall include the plural form whenever appropriate to the context.

School The term "school" refers to 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.

It is ORDERED that the parents may have possession of the child at any and all times mutually agreed to in advance and, in the absence of mutual agreement, it is ORDERED that they shall have possession of the child as follows:

INITIAL PERIODS OF POSSESSION AND ACCESS OF THE CHILD BY THE OBLIGOR

It is FOUND that the age, developmental status, circumstances, needs, and best interests of the child warrant the following variance from the standard possession order. The Obligor shall have the following initial rights to possession of the child:

beginning at **12:00 noon** and ending at **4:00 p.m.** on the first, third, and fifth Sundays of each month for **10** periods of possession. These periods of possession of the child shall be supervised by the Obligee or a competent adult designated by the Obligee. Upon completion of this phase, all subsequent periods of possession of the child by the Obligor shall be without the requirement of such supervision;

beginning at **12:00 noon** and ending at **4:00 p.m.** on the first, third, and fifth Sunday of each month for **10** periods of possession;

beginning at **8:00 a.m.** and ending at **5:00 p.m.** on the first, third, and fifth Sunday of each month for **10** periods of possession; and

beginning at **6:00 p.m.** on the first, third, and fifth Saturday of each month and ending at **6:00 p.m.** on the following Sunday for **10** periods of possession.

Each phase above must be completed in full on the requisite number of scheduled periods before advancement to the next phase. Once the initial phases of possession of the child by the Obligor have been completed, the parties shall have possession of the child in accordance with the standard possession order below.

POSSESSION AND ACCESS ORDER

ELECTIONS REGARDING ALTERNATE BEGINNING AND ENDING PERIODS OF POSSESSION ARE
REQUIRED TO BE MADE AT THE TIME OF THIS ORDER

DEFINITIONS

Child The term "child" refers to the child or children of the parties who are the subjects of this suit and shall include the plural form whenever appropriate to the context.

School The term "school" refers to 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.

It is ORDERED that the parents may have possession of the child at any and all times mutually agreed to in advance and, in the absence of mutual agreement, it is ORDERED that they shall have possession of the child as follows:

PARENTS WHO RESIDE 100 MILES OR LESS APART

Except as otherwise explicitly provided, if *MATTHEW DEWAYNE PORTER* resides 100 miles or less from the primary residence of the child, the parents shall have the rights to possession of the child as follows:

Weekends. *MATTHEW DEWAYNE PORTER* shall have the right to possession of the child on weekends throughout the year beginning at 6:00 PM on the first, third and fifth Friday of each month and ending at 6:00 PM on the following Sunday.

Except as otherwise explicitly provided herein, if a weekend period of possession of *MATTHEW DEWAYNE PORTER* coincides with a student holiday or 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 with a federal, state, or local holiday that falls on a Monday during the summer months in which school is not in session, the weekend possession shall end at 6:00 PM on Monday.

Except as otherwise explicitly provided herein, if a weekend period of possession of *MATTHEW DEWAYNE PORTER* coincides with a student holiday or 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 with a federal, state, or local holiday that falls on a Friday during the summer months in which school is not in session, the weekend possession shall begin at 6:00 PM on Thursday.

Thursdays. *MATTHEW DEWAYNE PORTER* shall have the right to possession of the child on Thursdays of each week during the regular school term beginning at 6:00 PM and ending at 8:00 PM.

Spring Vacation. *MATTHEW DEWAYNE PORTER* shall have possession of the child in even-numbered years beginning at 6:00 PM on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 PM on the day before school resumes after that vacation.

REBECCA JOLENE NANCE shall have possession for the same period in odd-numbered years.

Summer Vacation. If *MATTHEW DEWAYNE PORTER* gives *REBECCA JOLENE NANCE* written notice by April 1 of each year specifying an extended period or periods of summer possession, *MATTHEW DEWAYNE PORTER* shall have possession of the child for thirty days beginning not earlier than the day after the child's school is dismissed for the summer vacation and ending not later than seven days before school resumes at the end of the summer vacation, to be

exercised in no more than two separate periods of at least seven consecutive days each, with each period of possession beginning and ending at 6:00 p.m. on each applicable day.

If *MATTHEW DEWAYNE PORTER* does not give *REBECCA JOLENE NANCE* written notice by April 1 of each year specifying an extended period or periods of summer possession, *MATTHEW DEWAYNE PORTER* shall have possession of the child for thirty consecutive days beginning at 6:00 p.m. on July 1 and ending at 6:00 p.m. on July 31.

Furthermore, if *REBECCA JOLENE NANCE* gives *MATTHEW DEWAYNE PORTER* written notice by April 15 of each year, *REBECCA JOLENE NANCE* shall have possession of the child on any one weekend beginning Friday at 6:00 p.m. and ending at 6:00 p.m. on the following Sunday during any one extended period of summer possession by *MATTHEW DEWAYNE PORTER*, provided that *REBECCA JOLENE NANCE* picks up the child from *MATTHEW DEWAYNE PORTER* and returns the child to that same place.

Furthermore, if *REBECCA JOLENE NANCE* gives *MATTHEW DEWAYNE PORTER* written notice by April 15 of each year or gives *MATTHEW DEWAYNE PORTER* fourteen days written notice on or after April 16 of each year, *REBECCA JOLENE NANCE* may designate one weekend beginning not earlier than the day after the child's school is dismissed for the summer vacation and ending not later than seven days before school resumes at the end of the summer vacation, during which an otherwise scheduled weekend period of possession by *MATTHEW DEWAYNE PORTER* will not take place, provided that the weekend so designated does not interfere with *MATTHEW DEWAYNE PORTER*'s period or periods of extended summer possession or with Father's Day if *MATTHEW DEWAYNE PORTER* is the father of the child.

PARENTS WHO RESIDE OVER 100 MILES APART

Except as otherwise explicitly provided, if *MATTHEW DEWAYNE PORTER* resides more than 100 miles from the residence of the child, the parents shall have the rights to possession of the child as follows:

Weekends. *MATTHEW DEWAYNE PORTER* shall have the right to possession of the child not more than one weekend per month of *MATTHEW DEWAYNE PORTER*'s choice beginning at 6:00 PM on the day school recesses for the weekend and ending at 6:00 PM on the day before school resumes after the weekend, provided that *MATTHEW DEWAYNE PORTER* gives *REBECCA JOLENE NANCE* fourteen days written or telephonic notice preceding a designated weekend.

NOTE: If the parties begin residing over 100 miles apart after rendition of this order, *MATTHEW DEWAYNE PORTER* may elect this alternative period of possession by written notice to *REBECCA JOLENE NANCE* within ninety days after the parties began to reside more than 100 miles apart. *MATTHEW DEWAYNE PORTER* may not designate weekend possession under this section that conflicts with the other provisions in this order concerning possession of the child during Christmas, Thanksgiving, the child's birthday, Father's Day weekend, or Mother's Day weekend.

If a weekend period of possession of *MATTHEW DEWAYNE PORTER* coincides with a student holiday or 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 with a federal, state, or local holiday that falls on a Monday during the summer months in which school is not in session, the weekend possession shall end at 6:00 p.m. on Monday.

If a weekend period of possession of *MATTHEW DEWAYNE PORTER* coincides with a student holiday or 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 with a federal, state, or local holiday that falls on a Friday during the summer months in which school is not in session, the weekend possession shall begin at 6:00 p.m. on Thursday.

Spring Vacation. *MATTHEW DEWAYNE PORTER* shall have possession of the child every year beginning at 6:00 PM on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 PM on the day before school resumes after that vacation.

Summer Vacation. If *MATTHEW DEWAYNE PORTER* gives *REBECCA JOLENE NANCE* written notice by April 1 of each year specifying an extended period or periods of summer possession, *MATTHEW DEWAYNE PORTER* shall have possession of the child for forty-two days beginning not earlier than the day the child's school is dismissed for the summer vacation and ending not later than seven days before school resumes at the end of the summer vacation, to be exercised in not more than two separate periods of at least seven consecutive days each, with each period of possession beginning and ending at 6:00 p.m. on each applicable day.

If *MATTHEW DEWAYNE PORTER* does not give *REBECCA JOLENE NANCE* written notice by April 1 of each year specifying an extended period or periods of summer possession, *MATTHEW DEWAYNE PORTER* 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.

Further, if *REBECCA JOLENE NANCE* gives *MATTHEW DEWAYNE PORTER* written notice by April 15 of each year, *REBECCA JOLENE NANCE* shall have possession of the child on any one weekend beginning at 6:00 p.m. Friday and ending at 6:00 p.m. on the following Sunday during any one extended period of summer possession by *MATTHEW DEWAYNE PORTER*, provided that if a period of possession by *MATTHEW DEWAYNE PORTER* exceeds thirty days, *REBECCA JOLENE NANCE* may have possession of the child under the terms of this subdivision on any two nonconsecutive weekends during that time period, and further provided that *REBECCA JOLENE NANCE* picks up the child from *MATTHEW DEWAYNE PORTER* and returns the child to that same place.

If *REBECCA JOLENE NANCE* gives *MATTHEW DEWAYNE PORTER* written notice by April 15 of each year, *REBECCA JOLENE NANCE* may designate twenty-one days beginning not earlier than the day the child's school is dismissed for the summer vacation and ending not later than seven days prior to school resuming at the end of the summer vacation, to be exercised in not more than two separate periods of at least seven consecutive days each, with each period of possession beginning and ending at 6:00 PM on each applicable day, during which *MATTHEW DEWAYNE PORTER* may not have possession of the child, provided that the period or periods so designated do not interfere with *MATTHEW DEWAYNE PORTER*'s period or periods of extended summer possession or with Father's Day if *MATTHEW DEWAYNE PORTER* is the father of the child.

ALL PARENTS IRRESPECTIVE OF THE DISTANCE BETWEEN THEIR RESIDENCES

Irrespective of the distance between the residence of *MATTHEW DEWAYNE PORTER* and the primary residence of the child, the parents shall have the rights to possession of the child as follows:

Christmas. *MATTHEW DEWAYNE PORTER* shall have possession of the child in even-numbered years beginning at 6:00 PM on the day the child is dismissed from school for the school's Christmas vacation and ending at 12 NOON on December 28. *REBECCA JOLENE NANCE* shall have possession for the same period in odd-numbered years.

MATTHEW DEWAYNE PORTER shall have possession of the child in odd-numbered years beginning at 12 NOON on December 28 and ending at 6:00 PM on the day before school resumes after the school's Christmas vacation. *REBECCA JOLENE NANCE* shall have possession for the same period in even-numbered years.

Thanksgiving. *MATTHEW DEWAYNE PORTER* shall have possession of the child in odd-numbered years beginning at 6:00 PM on the day the child is dismissed from school before Thanksgiving and ending at 6:00 PM on the following Sunday.

REBECCA JOLENE NANCE shall have possession for the same period in even-numbered years.

Child's Birthday. The parent not otherwise entitled under this order to present possession of a child on the child's birthday shall have possession of the child beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that said parent picks up the child from the residence of the conservator entitled to possession and returns the child to that same place.

Father's Day. If the father is a conservator, the father shall have possession of the child beginning at 6:00 PM on the Friday preceding Father's Day and ending at 6:00 PM on Father's Day, provided that, if he is not otherwise entitled under this order to present possession of the child, he picks up the child from the residence of the conservator entitled to possession and returns the child to that same place.

Mother's Day. If the mother is a conservator, the mother shall have possession of the child beginning at 6:00 PM on the Friday preceding Mother's Day and ending at 6:00 PM on Mother's Day, provided that, if she is not otherwise entitled under this order to present possession of the child, she picks up the child from the residence of the conservator entitled to possession and returns the child to the same place.

GENERAL TERMS AND CONDITIONS

Except as otherwise explicitly provided, terms and conditions of possession of the child that apply irrespective of the distance between the residence of *MATTHEW DEWAYNE PORTER* and the primary residence of the child are as follows:

The provisions for possession of the child during Christmas, Thanksgiving, Spring Vacation, Summer Vacation, the child's birthday, Father's day, and Mother's day supersede any conflicting weekend or Thursday periods of possession.

Written notice, including notice provided by electronic mail or facsimile, shall be deemed to have been timely given if received or, if applicable, postmarked before or at the time that notice is due.

REBECCA JOLENE NANCE shall surrender the child to *MATTHEW DEWAYNE PORTER* at the beginning of each period of *MATTHEW DEWAYNE PORTER*'s possession at *REBECCA JOLENE NANCE*'s residence. If *MATTHEW DEWAYNE PORTER* elects to begin a period of possession at the time the child's school is regularly dismissed, *REBECCA JOLENE NANCE* shall surrender the child to *MATTHEW DEWAYNE PORTER* at the beginning of such period of possession at the school in which the child is enrolled.

MATTHEW DEWAYNE PORTER shall return the child to the residence of *REBECCA JOLENE NANCE* at the end of the period of possession, except that if *MATTHEW DEWAYNE PORTER*'s county of domicile remains the same after the rendition of this order and if *REBECCA JOLENE NANCE*'s county of domicile should change, effective on the date of the change of domicile by *REBECCA JOLENE NANCE*, *MATTHEW DEWAYNE PORTER* shall surrender the child to *REBECCA JOLENE NANCE* at the end of each period of possession at the residence of *MATTHEW DEWAYNE PORTER*. If *MATTHEW DEWAYNE PORTER* elects to end a period of possession at the time the child's school resumes, *MATTHEW DEWAYNE PORTER* shall surrender the child to *REBECCA JOLENE NANCE* at the school in which the child is enrolled.

Each conservator shall return with the child the personal effects that the child brought at the beginning of the period of possession.

Either parent may designate any competent adult to pick up and return the child, as applicable. A parent or a designated competent adult shall be present when the child is picked up or returned.

A parent shall give notice to the person in possession of the child on each occasion that the parent will be unable to exercise that parent's right of possession for any specified period. Repeated failure of a parent to give notice of an inability to exercise possessory rights may be considered as a factor in a modification of those possessory rights.

If a conservator's time of possession of a child ends at the time school resumes and for any reason the child is not or will not be returned to school, the conservator in possession of the child shall immediately notify the school and the other conservator that the child will not be or has not been returned to school.

FINDINGS REGARDING MEDICAL SUPPORT, DENTAL SUPPORT, AND CHILD SUPPORT OBLIGATIONS

It is FOUND:

MATTHEW DEWAYNE PORTER's gross monthly resources are **\$2,600.00**.

Reasonable cost, based upon 9% of *MATTHEW DEWAYNE PORTER*'s gross monthly resources is **\$234.00**.

MATTHEW DEWAYNE PORTER is obligated to provide support for the following:

- (A) The number of children before the court is *one (1)*.
- (B) The number of minor children not before the court residing in the same household with *MATTHEW DEWAYNE PORTER* is *zero (0)*.
- (C) The number of children not before the court for whom *MATTHEW DEWAYNE PORTER* is obligated by a court order to provide **medical support**, and who are not counted under Paragraph (A) or (B) is *zero (0)*.
- (D) The number of children not before the court for whom *MATTHEW DEWAYNE PORTER* is obligated by a court order to provide **dental support**, and who are not counted under Paragraph (A) or (B) is *zero (0)*.
- (E) The number of children not before the court for whom *MATTHEW DEWAYNE PORTER* is obligated by a court order to provide **child support**, including those counted in (C) and (D) above, and who are not counted under Paragraph (A) or (B) is *zero (0)*.

REBECCA JOLENE NANCE provides health insurance coverage for *zero (0)* other minor children.

REBECCA JOLENE NANCE provides dental insurance coverage for *zero (0)* other minor children.

MEDICAL SUPPORT

(MORE THAN ONE OPTION MAY BE APPROPRIATE)

1. Health insurance is available or is in effect for the child through the following parent's employment or membership in a union, trade association, or other organization at a reasonable cost to *MATTHEW DEWAYNE PORTER*:
 REBECCA JOLENE NANCE at an actual cost of \$ _____ per month.
 MATTHEW DEWAYNE PORTER at an actual cost of \$ 234.00 per month.
2. Health insurance is not available under option #1, or good cause exists to vary from #1, and health insurance is available to the following parent from another source at a reasonable cost to *MATTHEW DEWAYNE PORTER*:
 REBECCA JOLENE NANCE at an actual cost of \$ _____ per month.
 MATTHEW DEWAYNE PORTER at an actual cost of \$ _____ per month.
3. No parent has access to private health insurance at a reasonable cost or good cause exists to vary from #1 or #2.
4. Notwithstanding the findings made above, it is FOUND that good cause exists to deviate from the statutory priorities in ordering health insurance for the following reason(s):

It is further FOUND that the following orders regarding health insurance and dental insurance are in the best interest of the child.

CHILD SUPPORT FINDINGS

It is FOUND:

- (1) the net resources of *MATTHEW DEWAYNE PORTER* per month are \$ 1,990.98;
- (2) the percentage applied to *MATTHEW DEWAYNE PORTER*'s net resources for child support is 20%.

HEALTH INSURANCE TO BE PROVIDED BY OBLIGOR, *MATTHEW DEWAYNE PORTER*

As additional child support, *MATTHEW DEWAYNE PORTER* is ORDERED to obtain, within 15 days after entry of this order, health insurance for each child who is the subject of this suit that covers basic health care services, including usual physician services, office visits, hospitalization, laboratory, x-ray, and emergency services through *MATTHEW DEWAYNE PORTER*'s employment or membership in a union, trade association, or other organization.

MATTHEW DEWAYNE PORTER is ORDERED to maintain such health insurance in full force and effect for any child, subject of this suit, until the first of the following events occurs for the child:

1. the child reaches the age of eighteen years or graduates from high school, whichever occurs later, subject to the provisions for support beyond the age of eighteen years set out below;
2. the child marries;
3. the child dies;
4. the child enlists in the armed forces of the United States and begins active service as defined by section 101 of title 10 of the United States Code; or
5. the child's disabilities are otherwise removed for general purposes.

If the child is eighteen years of age and has not graduated from high school, IT IS ORDERED that this obligation shall not terminate but shall continue for as long as the child is enrolled

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

MATTHEW DEWAYNE PORTER is ORDERED to convert any group insurance to individual coverage for each child within 15 days of termination of his employment or other disqualification of him from the group insurance.

MATTHEW DEWAYNE PORTER is ORDERED to exercise any conversion options in such a manner that the resulting insurance equals or exceeds that immediately before the conversion.

MATTHEW DEWAYNE PORTER is ORDERED to furnish *REBECCA JOLENE NANCE* and the Office of the Attorney General Child Support Division a true and correct copy of the health insurance policy or certification and a schedule of benefits within 30 days of the signing of this order. *MATTHEW DEWAYNE PORTER* is ORDERED to furnish *REBECCA JOLENE NANCE* the insurance cards and any other forms necessary for use of the insurance within 30 days of the signing of this order.

MATTHEW DEWAYNE PORTER is ORDERED to provide, within three days of receipt by *MATTHEW DEWAYNE PORTER*, to *REBECCA JOLENE NANCE* any insurance checks, other payments, or explanations of benefits relating to any medical expenses for the child that *REBECCA JOLENE NANCE* paid or incurred.

Pursuant to Texas Insurance Code §1504.051, it is ORDERED that if *MATTHEW DEWAYNE PORTER* is eligible for dependant health or dental coverage, but fails to apply to obtain coverage for the child, the insurer shall enroll the child on application of *REBECCA JOLENE NANCE* or others as authorized by law.

In accordance with Texas Insurance Code §§1204.251, 1204.252 and 1504.055(a), it is ORDERED that *REBECCA JOLENE NANCE*, at her option, or others as authorized by law, may file claims for health-care and dental-care expenses directly with the insurance carrier, and receive payments from the insurer, with and from whom coverage is provided for the benefit of the child. Further, for the sole purpose of §§1204.251 and 1204.252 of the Texas Insurance Code, the party who is not carrying the health insurance policy is designated the managing conservator or possessory conservator of the child.

ADDITIONAL HEALTH CARE EXPENSES

Pursuant to Texas Family Code §154.183(c), additional health care expenses to be allocated between the parties include the following:

- (1) any reasonable and necessary health care expenses of the child, including vision and dental expenses that are not reimbursed by insurance; and
- (2) any amounts paid by either party as deductibles or copayments for health care or dental care services for the child.

Additional health care expenses, including vision and dental care expenses of the child are allocated as follows:

REBECCA JOLENE NANCE is ORDERED to pay 50 % and *MATTHEW DEWAYNE PORTER* is ORDERED to pay 50 % of all additional health care expenses, including vision and dental care expenses if, at the time the expenses are incurred, the party ordered to provide insurance for the child is providing insurance as ordered.

The party who incurs a health care expense, including vision or dental care expense on behalf of the child is ORDERED to submit to the non-incurred party all forms, receipts, bills, and statements reflecting the expenses within 30 days after he or she receives them. The party shall itemize those expenses for which payment or reimbursement is sought. Each non-incurred party who is also a parent is ORDERED to pay his or her share or percentage of the expenses either by paying the provider directly or by reimbursing the incurred party within 30 days after the non-incurred party receives the forms, receipts, bills, or statements.

WARNING

A parent ordered to provide health insurance or dental insurance, or to pay additional child support for the cost of health insurance or dental insurance who fails to do so is liable for 100% of necessary health care expenses, including vision or dental expenses of the child, without regard to whether the expenses would have been paid if health insurance or dental insurance had been provided, and the cost of health insurance premiums, dental insurance premiums, or contributions, if any, paid on behalf of the child.

CURRENT CHILD SUPPORT

MATTHEW DEWAYNE PORTER is ORDERED to pay *REBECCA JOLENE NANCE* current child support of **\$398.00** each month beginning the **1st day of December 2018**, payable on or before that date and on or before the same day of each month thereafter until the first month following the date of the earliest occurrence of one of the events specified below:

1. any child reaches the age of eighteen years or graduates from high school, whichever occurs later, subject to the provisions for support beyond the age of eighteen years set out below;
2. any child marries;
3. any child dies;
4. any child enlists in the armed forces of the United States and begins active service as defined by section 101 of title 10 of the United States Code; or
5. any child's disabilities are otherwise removed for general purposes.

If a child is eighteen years of age and has not graduated from high school, IT IS ORDERED that the obligation to pay child support for that child shall not terminate but shall continue for as long as the child is enrolled:

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

NO CREDIT FOR INFORMAL PAYMENTS

MATTHEW DEWAYNE PORTER is ORDERED to pay all child support through the registry prescribed in this decree and any direct payments by him or any expenditures incurred during his periods of possession shall be deemed in addition to and not in lieu of the child support ordered herein.

RETROACTIVE CHILD SUPPORT as to MATTHEW DEWAYNE PORTER

It is FOUND that retroactive child support should be ordered for the period between the **7th day of December 2016** and the **2nd day of November 2018** in the amount of **\$7,068.00** as of the **2nd day of November 2018**, and that the retroactive child support is assigned to the Office of the Attorney General pursuant to Texas Family Code Chapter 231.

JUDGMENT is granted against *MATTHEW DEWAYNE PORTER* and in favor of the Office of the Attorney General in the amount of **\$7,068.00**, with interest as provided by the law of the State of Texas, at the rate of 6% per annum; for collection and distribution according to law.

MATTHEW DEWAYNE PORTER, the Obligor, is ORDERED to pay said child support judgment and by paying **\$50.00** each month beginning the **1st day of December 2018**, payable on or before that date and on or before the same

day of each month thereafter until the arrearage is paid in full or on the termination of current support for any child the subject of this suit.

If *MATTHEW DEWAYNE PORTER* has not paid the judgment in full by the date his current child support obligation ends, *MATTHEW DEWAYNE PORTER* is ORDERED to pay the remainder of said judgment by paying \$448.00 each month on or before the same day of each month until the arrearage is paid in full. The withholding order authorized herein shall include such payments, but nothing herein shall prohibit the use of other collection methods authorized by law. The court's order setting out payments on a child support judgment does not preclude or limit the use of any other means for enforcement of the judgment.

RETROACTIVE MEDICAL SUPPORT as to MATTHEW DEWAYNE PORTER

It is FOUND and ORDERED that no retroactive medical support judgment is granted.

RETROACTIVE DENTAL SUPPORT as to MATTHEW DEWAYNE PORTER

It is FOUND and ORDERED that no retroactive dental support judgment is granted.

INCOME WITHHOLDING

Pursuant to Texas Family Code Chapter 158, any employer of *MATTHEW DEWAYNE PORTER*, current or subsequent, is ORDERED to withhold income from the disposable earnings of *MATTHEW DEWAYNE PORTER* for the child's support as set out in the INCOME WITHHOLDING ORDER/NOTICE FOR SUPPORT (IWO). Any income withheld from *MATTHEW DEWAYNE PORTER*'s disposable earnings for child support and paid according to this order shall be credited against his child support obligation, but shall not discharge any of his child support obligation that exceeds the amount so credited.

It is FOUND *MATTHEW DEWAYNE PORTER* is liable for all court ordered child support, regardless of the amounts withheld by any employer or entity, and *MATTHEW DEWAYNE PORTER* is ordered to pay any court ordered child support not withheld by any employer or entity directly to the Texas Child Support Disbursement Unit as ordered.

The Clerk of the Court is ORDERED, upon request, to cause a certified copy of the INCOME WITHHOLDING ORDER/NOTICE FOR SUPPORT (IWO), with a copy of Texas Family Code Chapter 158 attached, to be delivered to *MATTHEW DEWAYNE PORTER*'s employer.

MATTHEW DEWAYNE PORTER is ORDERED to provide any subsequent employer with a copy of the INCOME WITHHOLDING ORDER/NOTICE FOR SUPPORT (IWO).

PAYMENT OF SUPPORT AND COSTS

MATTHEW DEWAYNE PORTER is ORDERED to pay all support to the registry of the court:

Texas Child Support Disbursement Unit
P O Box 659791
San Antonio, TX 78265-9791

for distribution according to law. All payments shall be identified by:

Obligor name *MATTHEW DEWAYNE PORTER*,
Obligee name *REBECCA JOLENE NANCE*,
Office of the Attorney General case number *0013675931*,
cause number *CV18-02-126*, and
the date on which the withholding occurred.

MATTHEW DEWAYNE PORTER is ORDERED to pay court costs of **\$258.00** to the District Clerk of *WISE* County, Texas, on or before the **1st day of April 2019** directly to:

BRENDA ROWE
WISE COUNTY COURTHOUSE
101 ½ N TRINITY ST
DECATUR, TX 76234

STATUTORY WARNINGS

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 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.

EACH PERSON WHO IS A PARTY TO THIS ORDER IS ORDERED TO NOTIFY EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY OF ANY CHANGE IN THE PARTY'S CURRENT RESIDENCE ADDRESS, MAILING ADDRESS, HOME TELEPHONE NUMBER, NAME OF EMPLOYER, ADDRESS OF EMPLOYMENT, DRIVER'S LICENSE NUMBER, AND WORK TELEPHONE NUMBER. THE PARTY IS ORDERED TO GIVE NOTICE OF AN INTENDED CHANGE IN ANY OF THE REQUIRED INFORMATION TO EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY ON OR BEFORE THE 60TH DAY BEFORE THE INTENDED CHANGE. IF THE PARTY DOES NOT KNOW OR COULD NOT HAVE KNOWN OF THE CHANGE IN SUFFICIENT TIME TO PROVIDE 60-DAY NOTICE, THE PARTY IS ORDERED TO GIVE NOTICE OF THE CHANGE ON OR BEFORE THE FIFTH DAY AFTER THE DATE THAT THE PARTY KNOWS OF THE CHANGE.

THE DUTY TO FURNISH THIS INFORMATION TO EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY CONTINUES AS LONG AS ANY PERSON, BY VIRTUE OF THIS ORDER, IS UNDER AN OBLIGATION TO PAY CHILD SUPPORT OR ENTITLED TO POSSESSION OF OR ACCESS TO A CHILD.

FAILURE BY A PARTY TO OBEY THE ORDER OF THIS COURT TO PROVIDE EACH OTHER PARTY, THE COURT AND, THE STATE CASE REGISTRY WITH CHANGE IN THE REQUIRED INFORMATION MAY RESULT IN FURTHER LITIGATION TO ENFORCE THE ORDER, INCLUDING

CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

COMPANION NOTICE

It is ORDERED that each conservator of a child, subject to this Order, has the duty to inform and shall inform the other conservator of the child if he or she marries, intends to marry, or resides for at least 30 days with another person (1) he or she knows is registered as a sex offender under Chapter 62, Texas Code of Criminal Procedure, or (2) who is charged with an offense for which on conviction that person would be required to register under Chapter 62. Such Notice must be given as soon as practicable, but not later than the 40th day after the conservator of the child begins to reside with such person, or not later than the 10th day after the date of the marriage to such a person. 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 the offense with which the person is charged. Failure to provide this Notice as ordered herein is a Class C misdemeanor.

NOTICE TO THE STATE CASE REGISTRY

As is required by the preceding section, any change of a party's residential address, mailing address, home telephone number, name of employer, address of employment, driver's license number, or work telephone number are to be reported by mail to the:

State Case Registry
Contract Services Section
MC 046S
P.O. Box 12017
Austin, TX 78711-2017

in addition to reporting the change(s) to the other parties and the Court.

REVIEW

Pursuant to 42 USC 666(a)(10), a parent subject to a child support order, at least every three years, has the right to request a review of the ordered child support amounts by contacting the Child Support Division of the Office of the Attorney General.

THE COURT MAY MODIFY THIS ORDER THAT PROVIDES FOR THE SUPPORT OF THE 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.

INFORMATION PURSUANT TO TEXAS FAMILY CODE § 105.006

Court: *271ST JUDICIAL DISTRICT COURT, WISE County, Texas*

Cause Number: *CV18-02-126*

PRIMARY JOINT MANAGING or MANAGING CONSERVATOR / OBLIGEE INFORMATION:

Name: *REBECCA JOLENE NANCE*

Residence Address: *11064 S US HIGHWAY 287
RHOME TX 76078-4802-64*

Mailing Address (if different): *11064 S US HIGHWAY 287
RHOME TX 76078-4802-64*

Social Security Number:

Driver License Number:

Home Phone:

Employer:

Employment Address:

Work Phone:

JOINT MANAGING or POSSESSORY CONSERVATOR / OBLIGOR INFORMATION:

Name: *MATTHEW DEWAYNE PORTER*

Residence Address: *1931 S COOPER ST APT 293
ARLINGTON TX 76010-5541-68*

Mailing Address (if different):

Social Security Number:

Driver License Number:

Home Phone:

Employer:

Employment Address:

Work Phone:

Expected termination date of obligation to pay child support and of orders for possession of, or access to, a child is the 7th day of December 2034 (expected emancipation date of all minors).

The Court **has not** ordered that special restrictions be placed on the distribution of this information pursuant to Texas Family Code § 105.006(c).

Signed this 2 day of November, 2018.

Diane Docketty

ASSOCIATE JUDGE PRESIDING

Cause Number CV18-02-126; WISE County, Texas

APPROVED:

ANGELA GILLILAND - SBN: 05141050
ASHLEY L CONYERS - SBN: 24094598
BARBARA A MEEKS - SBN: 24105190
CONNIE PYATT-DRYDEN - SBN: 24047804
CLAYTON K HENDERSON - SBN: 24065395
DEBORAH A MCKINNEY - SBN: 24035620
DANA CLARKE - SBN: 00785766
DONNA M SCHARDT - SBN: 17727450
ELIZABETH C BARR - SBN: 24073886
ERIKA WHEELER - SBN: 24097197
JOHN CASHMAN - SBN: 24038807
JOHN WESTCOTT - SBN: 21216500
JENNIFER LILES - SBN: 24072209
KELLEY GREENWOOD - SBN: 00787591
KAREN A ALEXANDER - SBN: 24031010
KRISTI ORTH - SBN: 15323060
KC ODOM - SBN: 24035459
KIMBERLY K KRIEGER - SBN: 00786032
MONICA M BECK - SBN: 00783622
PAULA CROCKETT - SBN: 00798123
SEAN E COOK - SBN: 24032095
SUSAN SEAWRIGHT - SBN: 00794614
TAMEKA D BOYD - SBN: 24027406

Attorney of Record

CHILD SUPPORT DIVISION

2001 BEACH ST STE 800

FT WORTH, TX 76103-2300

Email CSD-legal-914@oag.texas.gov

Telephone No. 817-926-7197

Toll Free 800-252-8014

Fax No. 817-258-2020

REBECCA JOLENE NANCE, Obligee

MATTHEW DEWAYNE PORTER
MATTHEW DEWAYNE PORTER, Obligor



DNA Test Report

0013675931

0914E Fort Worth Metro

DDC is accredited/certified by AABB, CAP, ISO/IEC 17025 by ANAB, CLIA & NYSDOH.

Case 1891634 Name	MOTHER REBECCA NANCE	CHILD IAN CRUZ	Alleged FATHER MATTHEW PORTER
Race	Caucasian		Caucasian
Date Collected	8/10/2018	8/10/2018	7/27/2018
Test No.	1891634-10	1891634-20	1891634-30
Locus	PI	Allele Sizes	Allele Sizes
D3S1358	2.02	15	15 16
vWA	3.20	15 16	16
D16S539	1.69	12	12
CSF1PO	1.89	11 12	10 11
TPOX	1.86	8	8
D8S1179	3.43	15	12 15
D21S11	1.54	30 31	30 31
D18S51	3.39	13 15	15
D2S441	1.67	11 14	11 14
D19S433	200.00	14 18	18
TH01	1.64	7	7 9.3
FGA	3.42	25	23 25
D22S1045	1.25	14 15	14 15
D5S818	0.94	11 13	11 13
D13S317	4.47	9 13	13
D7S820	2.10	10 11	10 11
SE33	10.00	17 18	17 27.2
D10S1248	1.06	14 15	14 15
D1S1656	9.09	13 16.3	16.3
D2S1338	4.91	17 21	17 23
Amelogenin		X	Y

Interpretation:

RN: 9276177

Combined Paternity Index: **6,707,618,804**

Probability of Paternity: **99.99999998%**

The alleged father is not excluded as the biological father of the tested child. Based on testing results obtained from analyses of the DNA loci listed, the probability of paternity is 99.99999998%. This probability of paternity is calculated by comparing to an untested, unrelated, random individual of the Caucasian population (assumes prior probability equals 0.50).

Subscribed and sworn before me on August 15, 2018

I, the undersigned Laboratory Director, verify that the interpretation of the results is correct as reported on 8/15/2018.

Donna L. Dougherty
Notary Public, State of Ohio
My Commission Expires May 8, 2022

Jessica Dade, Ph.D.

End of Report

1.513.881.7800

One DDC Way Fairfield, OH 45014 U.S.A.

DNAcenter.com

CUSTOMER/CLIENT AUTHORIZATION

**CHILD SUPPORT ENFORCEMENT
CHILD SUPPORT OFFICE
2001 BEACH ST STE 800
FT WORTH, TX 76103-2300
Telephone No. (817)926-7197**

TEXAS OAG OFFICE COLLECTIONS

AMOUNT ENCLOSED \$ _____ INITIALS _____

Lab Acct #: **0914E**

Account's Case #	0013675931	SEND ADDITIONAL RESULT COPIES TO:
Docket/Court#	271ST JUDICIAL DISTRICT	
Cause #	CV18-02-126	
<u>List all parties</u>		
M	REBECCA JOLENE NANCE	
C	IAN EDWARD CRUZ	
AF	MATTHEW DEWAYNE PORTER	

Specimen #  1891634 -10	MOTHER					
	Last Name: NANCE		First Name: REBECCA		MI: J	
	Date of Birth: 2/14/1986					
	Ethnicity: Caucasian		Black	Puerto Rican	Mexican American	American Indian (Tribe)
	Asian (Specify Country) _____		Other (Specify) _____		Mix (Specify race and %) _____	
	Blood Transfusion in the past 90 days: Yes <input checked="" type="radio"/> No <input type="radio"/>			Have you ever had a bone marrow/stem cell transplant (circle one) Yes <input checked="" type="radio"/> No <input type="radio"/>		
Y	L	B	C	Mother's ID# and Type: TX VL 13591132		

Specimen #  1891634 -20	CHILD					
	Last Name: CRUZ		First Name: IAN		MI: E	
	Date of Birth: 12/7/2016		Sex: M			
	Blood Transfusion in the past 90 days: Yes <input checked="" type="radio"/> No <input type="radio"/>			Have you ever had a bone marrow/stem cell transplant (circle one) Yes <input checked="" type="radio"/> No <input type="radio"/>		
	Y	L	B	C	Child's ID# and Type: new phz	

Specimen #	ALLEGED FATHER					
	Last Name: PORTER		First Name: MATTHEW		MI: D	
	Date of Birth: 1/12/1993					
	Ethnicity: Caucasian		Black	Puerto Rican	Mexican American	American Indian (Tribe)
	Asian (Specify Country) _____		Other (Specify) _____		Mix (Specify race and %) _____	
	Blood Transfusion in the past 90 days: Yes <input checked="" type="radio"/> No <input type="radio"/>			Have you ever had a bone marrow/stem cell transplant (circle one) Yes <input checked="" type="radio"/> No <input type="radio"/>		
Y	L	B	C	Alleged Father's ID# and Type:		

ALLEGED FATHER'S PHOTOGRAPH



Rebecca Nance Ian Cruz
8-10-18

DO NOT PLACE PHOTO BELOW THIS LINE

it myself for sample collection and testing for paternity evaluation

Print Mother's Name: Rebecca Nance

Mother's Signature: R. Nance Date: 8-10-18

I submit this child for sample collection and testing for paternity evaluation.

Print Child's Name: Ian Cruz

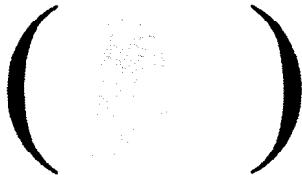
Signature of Guardian
Or Child Over 18: R. Nance Date: 8-10-18

Print Alleged Father's Name:

Alleged Father's Signature: _____

Date: _____

MOTHER'S THUMBPRINT



CHILD'S THUMBPRINT



ALLEGED FATHER'S THUMBPRINT



I CERTIFY THAT I COLLECTED AND MAILED A SPECIMEN(S) FROM THE PERSON(S) IDENTIFIED HEREIN

Address where samples are collected:

CHILD SUPPORT ENFORCEMENT
CHILD SUPPORT UNIT 0914E
2001 BEACH ST
SUITE 800
FORT WORTH, TX 76106-2300
Telephone No. (817)926-7197

WITNESS: Rebecca Nance

SPECIMEN COLLECTOR FOR MOTHER: Sab

DATE: 8-10-18 SIGNATURE: R. Nance

SPECIMEN COLLECTOR FOR CHILD: Sab

DATE: 8-10-18 SIGNATURE: R. Nance

SPECIMEN COLLECTOR FOR ALLEGED FATHER: _____

DATE: _____ SIGNATURE: _____

I HEREBY CERTIFY THAT I PACKAGED AND SEALED THE BOX. NO TAMPERING WITH THE SPECIMENS OCCURRED WHILE THE SPECIMENS WERE IN MY CONTROL. I AFFIRM UNDER PENALTIES OF PERJURY THAT THE FOREGOING REPRESENTATION IS TRUE.

NAME OF PERSON PACKAGING SPECIMENS: Rebecca Nance

DATE: 8-10-18

SIGNATURE: Rebecca Nance

LAB USE ONLY

SIGNS OF TAMPERING YES NO

(LAB NAME)

SPECIMEN CONTAINER SEALED YES NO
I HEREBY CERTIFY THAT I PREPARED THE SPECIMENS AT Office
AND THERE IS NO EVIDENCE THAT THE PACKAGE HAS BEEN OPENED.
I AFFIRM UNDER PENALTIES OF PERJURY THAT THE FOREGOING REPRESENTATION IS TRUE.

SIGNATURE: Rebecca Nance

DATE: 8-10-18

CIRCLE ONE: DHL FEDERAL EXPRESS

LAB CARRIER

OTHER

CUSTOMER/CLIENT AUTHORIZATION

**CHILD SUPPORT ENFORCEMENT
CHILD SUPPORT OFFICE
2001 BEACH ST STE 800
FT WORTH, TX 76103-2300
Telephone No. (817)926-7197**

TEXAS OAG OFFICE COLLECTIONS

AMOUNT ENCLOSED \$ _____ INITIALS _____

Lab Acct #: **0914-E**

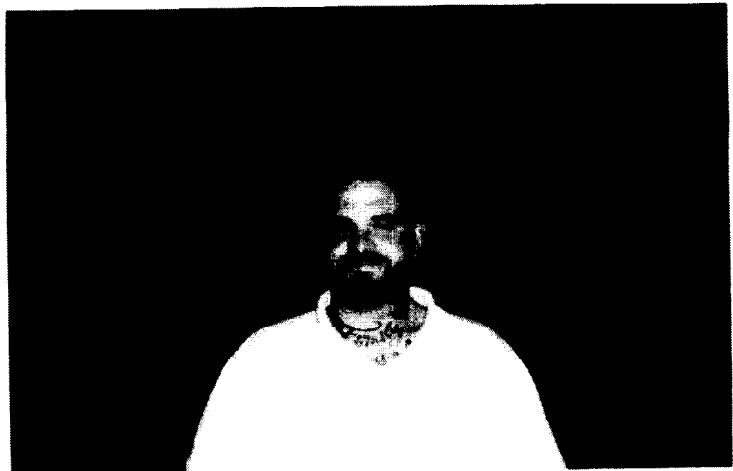
Account's Case #	0013675931	SEND ADDITIONAL RESULT COPIES TO:
Docket/Court#	271ST JUDICIAL DISTRICT	
Cause #	CV18-02-126	
<u>List all parties</u>		
M	REBECCA JOLENE NANCE	
C	IAN EDWARD CRUZ	
AF	MATTHEW DEWAYNE PORTER	

Specimen # Y L B C	MOTHER				
	Last Name: NANCE	First Name: REBECCA	MI: J		
	Date of Birth: 2/14/1986				
	Ethnicity: Caucasian	Black	Puerto Rican	Mexican American	American Indian (Tribe)
	Asian (Specify Country) _____	Other (Specify) _____			Mix (Specify race and %) _____
	Blood Transfusion in the past 90 days: Yes No	Have you ever had a bone marrow/stem cell transplant (circle one) Yes No			

Specimen # Y L B C	CHILD					
	Last Name: CRUZ	First Name: IAN	MI: E			
	Date of Birth: 12/7/2016	Sex: M				
	Blood Transfusion in the past 90 days: Yes No	Have you ever had a bone marrow/stem cell transplant (circle one) Yes No				
	Child's ID# and Type:					

Specimen # 1891634 -30	ALLEGED FATHER				
	Last Name: PORTER	First Name: MATTHEW	MI: D		
	Date of Birth: 1/12/1993				
	Ethnicity: Caucasian	Black	Puerto Rican	Mexican American	American Indian (Tribe)
	Asian (Specify Country) _____	Other (Specify) _____			Mix (Specify race and %) _____
	Blood Transfusion in the past 90 days: Yes No	Have you ever had a bone marrow/stem cell transplant (circle one) Yes No			
Alleged Father's ID# and Type: TX ID 40994133					

MOTHER'S / CHILD'S PHOTOGRAPH



DO NOT PLACE PHOTO BELOW THIS LINE

I submit myself for sample collection and testing for paternity evaluation.

Print Mother's Name:

Mother's Signature: _____ Date: _____

I submit this child for sample collection and testing for paternity evaluation.

Print Child's Name:

Signature of Guardian
Or Child Over 18: _____ Date: _____

MOTHER'S THUMBPRINT



CHILD'S THUMBPRINT



ALLEGED FATHER'S THUMBPRINT



I CERTIFY THAT I COLLECTED AND LABELED A SPECIMEN(S) FROM THE PERSON(S) IDENTIFIED HEREIN

Address where samples are collected:

CHILD SUPPORT ENFORCEMENT
CHILD SUPPORT UNIT 0914E
2001 BEACH ST
SUITE 800
FORT WORTH, TX 76106-2300
Telephone No. (817)926-7197

WITNESS: Thu Thai

SPECIMEN COLLECTOR FOR MOTHER: _____

DATE: _____

SIGNATURE: _____

SPECIMEN COLLECTOR FOR CHILD: _____

DATE: _____

SIGNATURE: _____

SPECIMEN COLLECTOR FOR ALLEGED FATHER: Self _____

DATE: 07/27/2018

SIGNATURE: _____

I HEREBY CERTIFY THAT I PACKAGED AND SEALED THE BOX NO TAMPERING WITH THE SPECIMENS OCCURRED WHILE THE SPECIMENS WERE IN MY CONTROL. I AFFIRM UNDER PENALTIES OF PERJURY THAT THE FOREGOING REPRESENTATION IS TRUE.

NAME OF PERSON PACKAGING SPECIMENS: Thu Thai DATE: 07/27/2018

SIGNATURE: _____

SPECIMEN CONTAINER SEALED YES/NO

LAB USE ONLY

SIGNS OF TAMPERING YES/NO

I HEREBY CERTIFY THAT I RECEIVED THE SPECIMENS AT JDC AND THERE IS NO EVIDENCE THAT THE PACKAGE HAS BEEN OPENED.

(LAB NAME)

I AFFIRM, UNDER PENALTIES OF PERJURY, THAT THE FOREGOING REPRESENTATION IS TRUE.

SIGNATURE

Jackie Rittenhouse

DATE:

7/31/18

CIRCLE ONE: DHL FEDERAL EXPRESS

LAB CARRIER

OTHER

EXHIBIT B

AFFIDAVIT IN SUPPORT OF WRIT OF ATTACHMENT

Rebecca Nance personally appeared before me and stated under oath:

My name is Rebecca Nance. I am over the age 18. I am competent to testify and therefore make this Affidavit. This Affidavit is based on my personal knowledge and the facts are true and correct.

The child listed in the Petition for Writ of Attachment and Alternative Motion for Writ of Habeas Corpus is currently in the possession of Matthew Porter.

Based on the facts set out below, I believe that Matthew Porter will remove Ian Edward Cruz from Texas unless Ian Edward Cruz is immediately removed from Matthew Porter's possession.

I have unsuccessfully attempted to retrieve Ian from Matthew since the prior modification suit was dismissed. On October 3, 2023, I spoke with the Arlington (TX) Police Department and the constable's office, and I presented the court orders to them. Neither of these offices would assist me. I filed a police report with the Arlington Police Department for interference with child custody, but I have not heard back from them.

Later that same day, I went to Matthew Porter's residence with the court orders, but he refused to release Ian to me. I also went to the school on October 3, and have made contact with the administration there as well as Ian's teachers. The

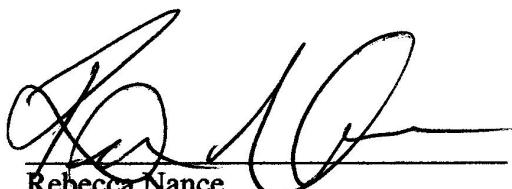
vice principal of Ian's school has called me with concern about Ian's increasingly bad behaviors. To date, I have not been able to get Ian in my possession.

I have also made contact with Matthew's mother, Katherine Post, but she was of no help.

In the last 12 months, Matthew and I have communicated by text, and there have been numerous times where he has threatened to take Ian and leave the state and said things to the effect of I would never see Ian again. I believe if a writ of attachment is not granted and law enforcement does not physically retrieve Ian and deliver him to me, Matthew will flee the state before a hearing can be held. Additionally, Ian's behaviors at school appear to be escalating, and I'm fearful that Ian is in danger in Matthew's possession.

For these reasons, I am requesting the Court to enter an Order for Issuance of Writ of Attachment.

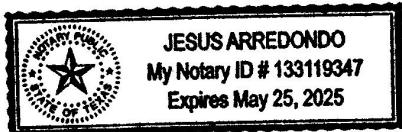
Further affiant sayeth not.



Rebecca Nance
Petitioner

STATE OF TEXAS §
COUNTY OF WISE §
Tarrant

SUBSCRIBED AND SWORN TO before me on November 11th, 2023.



Notary Public

A handwritten signature in black ink, appearing to read "Jesus Arredondo". Below the signature, the words "Notary Public" are printed in a smaller, sans-serif font.