#### NO. 09-0135

IN THE MATTER OF THE MARRIAGE OF

IN THE DISTRACT COURT

LARRY WATTS AND YU QIONG TENG

HARRISON COUNTY, TEXAS

AND IN THE INTEREST OF LARRY TENG FEI WATTS, A CHILD

71<sup>ST</sup> JUDICIAL DISTRICT

#### MOTION FOR ENTRY OF FINAL DECREE OF DIVORCE

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES YU QIONG TENG, by and through the undersigned attorney, and files this, her Motion for Entry of Final Decree of Divorce. The parties appeared in Court on June 28, 2010 and signed a Rule 11 Agreement (on file herein) setting out the terms of their agreement.

Movant would show that Helene Parker prepared a proposed Decree and forwarded it to the undersigned for approval. On July 27, 2010, Movant's attorney requested certain changes be made so that the Decree would be in accordance with the Rule 11 Agreement. Ms. Parker notified the undersigned that her client was not going to approve the Decree as prepared and modified.

Movant then prepared a Decree in accordance with the terms of the Rule 11 Agreement and forwarded same to Helene Parker for approval. On or about August 18, 2010, Ms. Parker informed the undersigned again that her client was not going to approve the Decree.

Movant prays that the Court enter the Final Decree of Divorce as submitted herewith.

Respectfully submitted,

Ronald Ned Dennis

Attorney at Law P. O. Box 299

Marshall, Texas 75671-0299

903/938-3746

903/938-6012 (fax)

State Bar No. 05753000

#### ORDER SETTING HEARING

IT IS ORDERED that the above and foregoing Motion for Entry is set for hearing at 8.30, A.m. on the 3/ day of August, 2010.

SIGNED this 19 day of August, 2010.

JODGE PRESIDING

#### CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above has been forwarded to MS. HELENE PARKER, 860 Hebron Parkway, Suite 303, Lewisville, Texas 75057, this \_\_\_\_\_ day of August, 2010.

Ronald Ned Dannis

#### NO. 09-0135

IN THE MATTER OF THE MARRIAGE OF IN THE DISTRICT COURT

LARRY WATTS AND YU QIONG TENG

HARRISON COUNTY, TEXAS

AND IN THE INTEREST OF LARRY TENG FEI WATTS, A CHILD

71<sup>ST</sup> JUDICIAL DISTRICT

#### FINAL DECREE OF DIVORCE

On June 28, 2010 the Court heard this case.

#### Appearances

Petitioner, LARRY WATTS, appeared in person and through attorney of record, Helene Parker, and announced ready for trial.

Respondent, YU QIONG TENG, appeared in person and through attorney of record, Ronald Ned Dennis, and announced ready for trial.

Also appearing was Amanda Allman-Minatrea, appointed by the Court as amicus attorney to assist the Court in protecting the best interests of the child the subject of this suit. The amicus attorney has agreed to the terms of this order, as evidenced by the signature of the amicus attorney below.

The Court finds that the parties have agreed to the terms of divorce contained herein as evidenced by the Rule 11 Agreement signed by the parties and filed with the Court on June 28, 2010.

### Record

The record of testimony was duly reported by the court reporter for the 71st Judicial District Court.

#### Jurisdiction and Domicile

The Court finds that the pleadings of Petitioner are in due all form and contain the allegations, information, prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction of this case and of all the parties and that at least sixty days have elapsed since the date the suit was filed. The Court finds that, at the time this suit was filed, Petitioner had been a domiciliary of Texas for the preceding six-month period and a resident of the county in which this suit was filed for the preceding ninety-day period. persons entitled to citation were properly cited.

#### Jury

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

#### Divorce

IT IS ORDERED AND DECREED that LARRY WATTS, Petitioner, and YU QIONG TENG, Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability.

### Child of the Marriage

The Court finds that Petitioner and Respondent are the parents of the following child:

NAME: LARRY TENG FEI WATTS

SEX: Male

BIRTH DATE: July 27, 2006

HOME STATE: Texas

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

#### Parenting Plan

The Court finds that the provisions in this decree relating to the rights and duties of the parties with relation to the child, possession of and access to the child, child support, and optimizing the development of a close and continuing relationship between each party and the child constitute the parties' agreed parenting plan.

#### Conservatorship

The Court, having considered the circumstances of the parents and of the child, finds that the following orders are in the best interest of the child.

IT IS ORDERED that LARRY WATTS and YU QIONG TENG are appointed Joint Managing Conservators of LARRY TENG FEI WATTS.

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

- 1. the right to receive information from any other conservator of the child concerning the health, education, and welfare of the child;
- 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 child;
- 3. the right of access to medical, dental, psychological, and educational records of the child;

- 4. the right to consult with a physician, dentist, or psychologist of the child;
- 5. the right to consult with school officials concerning the child's welfare and educational status, including school activities;
- 6. the right to attend school activities;
- 7. the right to be designated on the child'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 child; and
- 9. the right to manage the estate of the child to the extent the estate has been created by the parent or the parent's family.

IT IS ORDERED that, at all times, YU QIONG TENG, as a parent joint managing conservator, shall have the following rights:

- 1. the right to receive information from any other conservator of the child concerning the health, education, and welfare of the child;
- 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 child;
- 3. the right of access to medical, dental, psychological, and educational records of the child;
- 4. the right to consult with a physician, dentist, or psychologist of the child;
- 5. the right to consult with school officials concerning the child's welfare and educational status, including school activities;
- the right to attend school activities;
- 7. the right to be designated on the child'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 child; and

9. the right to manage the estate of the child to the extent the estate has been created by the parent or the parent's family.

IT IS ORDERED that, at all times, LARRY WATTS and YU QIONG TENG, as parent joint managing conservators, shall each have the following duties:

- 1. the duty to inform the other conservator of the child in a timely manner of significant information concerning the health, education, and welfare of the child; and
- the duty to inform the other conservator of the child if the conservator resides with for at least 30 days, marries, or intends to marry a person who the conservator knows is registered as a sex offender under chapter 62 of the 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 this information shall be tendered in the form of a notice made as soon as practicable, but not later than the fortieth day after the date the conservator of the child 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.

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

- 1. the duty of care, control, protection, and reasonable discipline of the child;
- 2. the duty to support the child, including providing the child with clothing, food, shelter, and medical and dental care not involving an invasive procedure;
- 3. the right to consent for the child to medical and dental care not involving an invasive procedure; and

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

IT IS ORDERED that, during her periods of possession, YU QIONG TENG, as parent joint managing conservator, shall have the following rights and duties:

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

IT IS ORDERED that LARRY WATTS, as a parent 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 child;
- 3. the independent right to represent the child in legal action and to make other decisions of substantial legal significance concerning the child;
- 4. the independent right to consent to marriage and to enlistment in the armed forces of the United States;
- 5. the independent right to make decisions concerning the child's education;
- 6. except as provided by section 264.0111 of the Texas Family Code, the independent right to the services and earnings of the child;
- 7. except when a guardian of the child's estate or a guardian or attorney ad litem has been appointed for the child, the independent right to act as an agent of the child in relation to the child's estate if the child's action is

required by a state, the United States, or a foreign government; and

8. the independent duty to manage the estate of the child to the extent the estate has been created by community property or the joint property of the parent.

IT IS ORDERED that YU QIONG TENG, as a parent 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 child;
- 3. the independent right to represent the child in legal action and to make other decisions of substantial legal significance concerning the child;
- 4. the independent right to consent to marriage and to enlistment in the armed forces of the United States;
- 5. the independent right to make decisions concerning the child's education;
- 6. except as provided by section 264.0111 of the Texas Family Code, the independent right to the services and earnings of the child;
- 7. except when a guardian of the child's estate or a guardian or attorney ad litem has been appointed for the child, the independent right to act as an agent of the child in relation to the child's estate if the child's action is required by a state, the United States, or a foreign government; and
- 8. the independent duty to manage the estate of the child to the extent the estate has been created by community property or the joint property of the parents.

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

IT IS FURTHER ORDERED that LARRY WATTS shall have the exclusive right to designate the child's primary residence within Harrison County, Texas.

The Court finds that the United States is the country of habitual residence of LARRY TENG FEI WATTS.

IT IS ORDERED that LARRY WATTS shall have the exclusive right to apply for another Chinese passport for the child, LARRY TENG FEI WATTS, LEGALLY REGISTERED UNDER THE NAME OF "TENG FEI" IN CHINA, and that LARRY WATTS shall report to the appropriate Chinese Consulate or Chinese Embassy that the child's Chinese passport is lost or missing.

IT IS ORDERED that LARRY WATTS request that the child's previous Chinese passport be invalidated and that a new Chinese passport be issued by the appropriate Chinese authority.

IT IS ORDERED that LARRY WATTS shall have the exclusive right to apply for another American passport for the child, LARRY TENG FEI WATTS, and that LARRY WATTS shall report to the United States Department of State that the child's American passport is lost or missing. IT IS ORDERED that LARRY WATTS request that the child's previous American passport be invalidated and that a new American passport be issued.

If LARRY WATTS applies for a passport for the child, LARRY TENG FEI WATTS, LARRY WATTS is ORDERED to notify the other conservator of that fact no later than 20 days after the application.

IT IS ORDERED that LARRY WATTS shall have the right to maintain possession of any passports of the child, LARRY TENG FEI WATTS.

IT IS FURTHER ORDERED that YU QIONG TENG shall surrender any passport issued in the name of LARRY TENG FEI WATTS if she does locate them, including any passport issued to YU QIONG TENG and LARRY TENG FEI WATTS, to LARRY WATTS on the date that this Order is signed by the Court.

IT IS FURTHER ORDERED that YU QIONG TENG is prohibited from applying on behalf of LARRY TENG FEI WATTS for a new or replacement passport or international travel visa.

#### Possession and Access

#### 1. Modified Possession Order

The Court FINDS that the parties have agreed to the following modified possession order until the child attends kindergarten.

Therefore, IT IS ORDERED that the following modified possession order shall apply until the child attends kindergarten:

- a. Mother shall have access of and possession of the child on the first and third weekend of every month beginning Thursday at 6:00 p.m. and ending on Sunday at 6:00 p.m. Mother shall have access to and possession of the child on the fifth weekend of every month beginning Friday at 6:00 p.m. and ending on Sunday at 6:00 p.m.
- b. The parties shall follow the holiday schedule delineated in the Standard Possession Order, with the exception of summer possession for years 2010 and 2011.
- c. For the summer of 2010, Mother shall have access to and possession of the child on the following schedule:
  - i. Beginning July 26, 2010 at 6:00 p.m. and ending on August 1, 2010 at 6:00 p.m. On this particular date, Father shall deliver the child to Mother's residence for her access and possession time. Then, on August 1, 2010, Mother shall return the child to Father at McDonald's in Canton, Texas.
  - ii. Beginning August 20, 2010 at 6:00 p.m. and ending on August 27, 2010 at 6:00 p.m.
- d. For the summer of 2011, Mother shall have access to and possession of the child on the following schedule:
  - i. Beginning June 3, 2011 at 6:00 p.m. and ending on June 17, 2011 at 6:00 p.m.
  - ii. Beginning July 1, 2011 at 6:00 p.m. and ending on July 15, 2011 at 6:00 p.m.
  - iii. Beginning July 29, 2011 at 6:00 p.m. and ending on August 12, 2011 at 6:00 p.m.

Thereafter, the parties shall follow the Standard Possession Order attached hereto as Exhibit "A" and incorporated herein for all purposes.

#### 2. Duration

The periods of possession ordered above apply to the child the subject of this suit while that child is under the age of 18 years and not otherwise emancipated.

### 3. Noninterference with Possession

IT IS ORDERED that neither conservator shall take possession of the child during the other conservator's period of possession unless there is a prior written agreement signed by both conservators or in case of an emergency.

#### 4. Termination of Orders

The provisions of this decree relating to conservatorship, possession, or access terminate on the remarriage of LARRY WATTS to YU QIONG TENG unless a nonparent or agency has been appointed conservator of the child under chapter 153 of the Texas Family Code.

#### 5. International Travel

IT IS ORDERED that the parties any and person acting on behalf of the parties are prohibited from removing LARRY TENG FEI WATTS from the United States without the written and notarized permission of both parents or an order of this Court permitting such travel.

#### Child Support

The Court FINDS that the parties have agreed that the parties shall split the costs of the child's educational expenses equally. THEREFORE, IT IS ORDERED that LARRY WATTS shall pay fifty per cent (50%) of all of the child's educational expenses and YU QIONG TENG shall pay fifty per cent (50%) of all of the child's educational expenses.

TT IS ORDERED that the party incurring the child's educational expenses shall send, within ten (10) days of receiving the invoices or paying for the invoices for the educational expense, to the other party the invoices or receipts via regular mail and through <a href="https://www.ourfamilywizard.com">www.ourfamilywizard.com</a>. IT IS ORDERED that payment of such invoices shall be by check, money order, or cash within ten (10) days of receipt of same.

#### Health Care

1. IT IS ORDERED that LARRY WATTS and YU QIONG TENG shall each provide medical support for the child as set out in this order as child support for as long as the Court may order LARRY WATTS and YU QIONG TENG to provide support for the child under sections 154.001 and 154.002 of the Texas Family Code. Beginning on the day LARRY WATTS and YU QIONG TENG's actual or potential obligation to support the child under sections 154.001 and 154.002 of the Family Code terminates, IT IS ORDERED that LARRY WATTS and YU QIONG TENG are discharged from the obligations set forth in this medical

support order, except for any failure by a parent to fully comply with those obligations before that date.

#### 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 cost of health insurance coverage for a child that does not exceed 9 percent of the obligor's annual resources, as described by section 154.062(b) of the Texas Family Code, if the obligor is responsible under a medical support order for the cost of health insurance coverage for only one child. If the obligor is responsible under a medical support order for the cost of health insurance coverage for more than one child, "reasonable cost" means the total cost of health insurance coverage for all children for which the obligor is responsible under a medical support order that does not exceed 9 percent of the obligor's annual resources, as described by section 154.062(b) of the Texas Family Code.

"Reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of a child" include, without limitation, any copayments for office visits or prescription drugs,

the yearly deductible, if any, and medical, surgical, prescription drug, mental health-care services, dental, eye care, ophthalmological, and orthodontic charges. These reasonable and necessary health-care expenses do not include expenses for travel to and from the health-care provider or for nonprescription medication.

#### "Furnish" means:

- a. to hand deliver the document by a person 18 years of age or older either to the recipient or to a person who is 18 years of age or older and permanently resides with the recipient;
- b. to deliver the document to the recipient by certified mail, return receipt requested, to the recipient's last known mailing or residence address; or
- c. to deliver the document to the recipient at the recipient's last known mailing or residence address using any person or entity whose principal business is that of a courier or deliverer of papers or documents either within or outside the United States.
- 3. Findings on Health Insurance Availability IT IS FOUND:

Health insurance is available or is in effect for the child through LARRY WATTS' employment or membership in a union, trade association, or other organization at a reasonable cost of \$74 per month.

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

## 4. Provision of Health-Care Coverage -

LARRY WATTS is ORDERED to continue to maintain health insurance for the 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.

LARRY WATTS is ORDERED to maintain such health insurance in full force and effect on the child who is the subject of this suit as long as child support is payable for that child. LARRY WATTS is ORDERED to convert any group insurance to individual coverage or obtain other health insurance for the child within fifteen days of termination of his employment or other disqualification from the group insurance. LARRY WATTS is ORDERED to exercise any conversion options or acquisition of new health insurance in such a manner that the resulting insurance equals or exceeds that in effect immediately before the change.

LARRY WATTS is ORDERED to furnish YU QIONG TENG 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. LARRY WATTS is ORDERED to furnish YU QIONG TENG the insurance cards and any other forms necessary for use of the insurance within 30 days of the signing of this order. LARRY WATTS is ORDERED to provide, within three days of receipt by him, to YU QIONG TENG any insurance checks, other payments, or explanations of benefits relating to any medical expenses for the child that YU QIONG TENG paid or incurred.

Pursuant to section 1504.051 of the Texas Insurance Code, IT IS ORDERED that if LARRY WATTS is eligible for dependent health coverage but fails to apply to obtain coverage for the child, the

insurer shall enroll the child on application of YU QIONG TENG or others as authorized by law.

IT IS ORDERED that YU QIONG TENG shall reimburse LARRY WATTS for fifty per cent (50%) o fall health insurance premiums for the child, including dental and vision insurance premiums.

IT IS ORDERED that YU QIONG TENG shall reimburse LARRY WATTS half of the costs of any health insurance premiums(s) on or before the  $15^{\rm th}$  day of every month.

Pursuant to section 154.183(c) of the Texas Family Code, the reasonable and necessary health-care expenses of the child that are not reimbursed by health insurance are allocated as follows:

Health Care Expenses Not Paid by Insurance - Subject to the provisions in paragraph 6 immediately below, IT IS ORDERED that, if health-care expenses are incurred for the child, YU QIONG TENG and LARRY WATTS shall pay all reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of the child in the following portions:

- a. If the health-care expenses are incurred by using a HMO or PPO plan, in an emergency, or with the written agreement of the other party, YU QIONG TENG is ORDERED to pay 50 percent and LARRY WATTS is ORDERED to pay 50 percent.
- b. Except in an emergency or if the other parent agreed in writing, if a party incurs health-care expenses for the child by using the services of health-care providers not employed by the HMO or approved by the PPO, the party incurring the services is ORDERED to pay 100 percent of and the other party is ORDERED to pay 0 percent.
- c. If either parent provides health insurance for the child through an HMO or PPO that does not provide coverage for the child where the child resides or have network

providers in the area where the child resides, LARRY WATTS is ORDERED to pay 50 percent and YU QIONG TENG is ORDERED to pay 50 percent.

d. If the child is enrolled in a health-care plan that is not an HMO or a PPO, LARRY WATTS is ORDERED to pay 50 percent and YU QIONG TENG is ORDERED to pay 50 percent.

The party who incurs a health-care expense on behalf of the child is ORDERED to submit to the other party all forms, receipts, bills, and statements reflecting the uninsured portion of the health-care expenses within 30 days after he or she receives them. The nonincurring party is ORDERED to pay his or her percentage of the uninsured portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the incurring party for any advance payment exceeding the incurring party's percentage of the uninsured portion of the health-care expenses within 30 days after the nonincurring party receives the forms, receipts, bills, or statements.

These provisions apply to all unreimbursed health-care expenses of the child who is the subject of this suit that are incurred while child support is payable for the child.

5. Secondary Coverage - IT IS ORDERED that if a party provides secondary health insurance coverage for the child, both parties shall cooperate fully with regard to the handling and filing of claims with the insurance carrier providing the coverage in order to maximize the benefits available to the child and to ensure that the party who pays for health-care expenses for the

child is reimbursed for the payment from both carriers to the fullest extent possible.

Compliance with Insurance Company Requirements - Each 6. party is ORDERED to conform to all requirements imposed by the terms and conditions of the policy of health insurance covering the child in order to assure maximum reimbursement or direct payment by the insurance company of the incurred health-care expense, including but not limited to requirements for advance notice to any carrier, second opinions, and the like. Each party is ORDERED to attempt to use "preferred providers," or services within the health maintenance organization, if applicable; however, this provision shall not apply if emergency care is required. Disallowance of the bill by a health insurer shall not excuse the obligation of either party to make payment; however, if a bill is disallowed or the benefit reduced because of the failure of a party to follow insurance procedures or requirements, IT IS ORDERED that the party failing to follow the insurance procedures or requirements shall be wholly responsible for the increased portion of that bill.

IT IS FURTHER ORDERED that no surgical procedure, other than in an emergency or one covered by insurance, shall be performed on the child unless the parent consenting to surgery has first consulted with at least two medical doctors, both of whom state an opinion that the surgery is medically necessary. IT IS FURTHER ORDERED that a parent who fails to obtain the required medical opinions before consent to surgery on the child shall be wholly

responsible for all medical and hospital expenses incurred in connection therewith.

Claims - Except as provided in this paragraph, the party 7. who is not carrying the health insurance policy covering the child is ORDERED to furnish to the party carrying the policy, within fifteen days of receiving them, any and all forms, receipts, bills, and statements reflecting the health-care expenses the party not carrying the policy incurs on behalf of the child. In accordance with section 1204.251 and 1504.055(a) of the Texas Insurance Code, IT IS ORDERED that the party who is not carrying the health insurance policy covering the child, at that party's option or others as authorized by law, may file any claims for health-care expenses directly with the insurance carrier with and from whom coverage is provided for the benefit of the child and receive payments directly from the insurance company. Further, for the sole purpose of section 1204.251 of the Texas Insurance Code, YU QIONG TENG is designated the managing conservator or possessory conservator of the child.

The party who is carrying the health insurance policy covering the child is ORDERED to submit all forms required by the insurance company for payment or reimbursement of health-care expenses incurred by either party on behalf of the child to the insurance carrier within fifteen days of that party's receiving any form, receipt, bill, or statement reflecting the expenses.

- that any insurance payments received by a party from the health insurance carrier as reimbursement for health-care expenses incurred by or on behalf of the child shall belong to the party who paid those expenses. IT IS FURTHER ORDERED that the party receiving the insurance payments is designated a constructive trustee to receive any insurance checks or payments for health-care expenses paid by the other party, and the party carrying the policy shall endorse and forward the checks or payments, along with any explanation of benefits received, to the other party within three days of receiving them.
  - 9. WARNING A PARENT ORDERED TO PROVIDE HEALTH INSURANCE OR TO PAY THE OTHER PARENT ADDITIONAL CHILD SUPPORT FOR THE COST OF HEALTH INSURANCE WHO FAILS TO DO SO IS LIABLE FOR NECESSARY MEDICAL EXPENSES OF THE CHILD, WITHOUT REGARD TO WHETHER THE EXPENSES WOULD HAVE BEEN PAID IF HEALTH INSURANCE HAD BEEN PROVIDED, AND FOR THE COST OF HEALTH INSURANCE PREMIUMS OR CONTRIBUTIONS, IF ANY, PAID ON BEHALF OF THE CHILD.
    - 10. Miscellaneous Health Care Provisions -

The child will be cared for by the following health-care providers:

Physician: Dr. Niphon Sudhi

705 South Grove St. Marshall, Texas 75670

Dentist: Dr. Eric J. LeBlanc

2285 Benton Road CL-100

Bossier City, Louisiana 71111

Orthodontist: None at this time.

Therapist: Beverly Christiansen, MS, LPC-LMFT

1800 Judson Rd., Suite 300

Longview, Texas 75606

Each parent will deliver the medications of the child to the other parent at the beginning of the other parent's parenting time, unless the medications have been divided by the pharmacist into two containers that provide appropriate dosages and administrations to cover the time with each parent or unless two prescriptions can be obtained.

Each parent will inform the other of regular health-care appointments in advance, and both may attend.

Optimizing Development of Relationship between Parties and Child

IT IS ORDERED that each parent shall attend individual counseling with a certified counselor or therapist on or before July 28, 2010, and follow all recommendations made by same.

IT IS ORDERED that each party shall be responsible for their respective costs of counseling.

IT IS ORDERED that each parent shall have the child continue with counseling with his current counselor or therapist, and follow all recommendations made by same. IT IS ORDERED that the parties shall split the costs of the counseling for the child equally.

IT IS ORDERED that each party shall sign up with <a href="https://www.ourfamilywizard.com">www.ourfamilywizard.com</a> on or before July 28, 2010. IT IS ORDERED that each party is responsible for their respective costs for signing up with <a href="https://www.ourfamilywizard.com">www.ourfamilywizard.com</a> IT IS ORDREED that both

through communicate with each other shall parents www.ourfamilywizard.com and provide the child's counselor with the appropriate login name and password to same so that the child's counselor may monitor the parents' communications with each other for the benefit of counseling the child.

IT IS ORDERED that each party shall have telephone access to the child on a regular basis, with all telephone calls to be made at 7:00 p.m. daily.

## Medical Notification

Each party is ORDERED to inform the other party within 2 hours any medical condition of the child requiring surgical of intervention, hospitalization, or both.

# Information Regarding Parties

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

NAME: LARRY WATTS

CURRENT RESIDENCE ADDRESS: 303 N. Washington, #A, Marshall, Texas 75670

MAILING ADDRESS: 303 N. Washington, Marshall, Texas 75670 HOME TELEPHONE NUMBER: 903/926-4272

NAME: YU QIONG TENG

CURRENT RESIDENCE ADDRESS: 3721 Estacado Lane, Plano, Texas 75025

MAILING ADDRESS: 3721 Estacado Lane, Plano, Texas 75025 HOME TELEPHONE NUMBER: 469/579-5305

EACH PERSON WHO IS A PARTY TO THIS ORDER IS ORDERED TO NOTIFY EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY OF ANY CHANGE IN THE PARTY'S CURRENT RESIDENCE ADDRESS, MAILING ADDRESS, HOME TELEPHONE NUMBER, NAME OF EMPLOYER, ADDRESS OF EMPLOYMENT,

DRIVER'S LICENSE NUMBER, AND WORK TELEPHONE NUMBER. THE PARTY IS ORDERED TO GIVE NOTICE OF AN INTENDED CHANGE IN ANY OF THE REQUIRED INFORMATION TO EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY ON OR BEFORE THE 60TH DAY BEFORE THE INTENDED CHANGE. IF THE PARTY DOES NOT KNOW OR COULD NOT HAVE KNOWN OF THE CHANGE IN SUFFICIENT TIME TO PROVIDE 60-DAY NOTICE, THE PARTY IS ORDERED TO GIVE NOTICE OF THE CHANGE ON OR BEFORE THE FIFTH DAY AFTER THE DATE THAT THE PARTY KNOWS OF THE CHANGE.

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

FAILURE BY A PARTY TO OBEY THE ORDER OF THIS COURT TO PROVIDE EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY WITH THE CHANGE IN THE REQUIRED INFORMATION MAY RESULT IN FURTHER LITIGATION TO ENFORCE THE ORDER, INCLUDING CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

Notice shall be given to the other party by delivering a copy of the notice to the party by registered or certified mail, return receipt requested. Notice shall be given to the Court by delivering a copy of the notice either in person to the clerk of this Court or by registered or certified mail addressed to the

clerk at 200 W. Houston, Suite 234, Marshall, Texas 75670. Notice shall be given to the state case registry by mailing a copy of the notice to State Case Registry, Contract Services Section, MC046S, P. O. Box 12017, Austin, Texas 78711-2017.

NOTICE TO ANY PEACE OFFICER OF THE STATE OF TEXAS: YOU MAY USE REASONABLE EFFORTS TO ENFORCE THE TERMS OF CHILD CUSTODY SPECIFIED IN THIS ORDER. A PEACE OFFICER WHO RELIES ON THE TERMS OF A COURT ORDER AND THE OFFICER'S AGENCY ARE ENTITLED TO THE APPLICABLE IMMUNITY AGAINST ANY CLAIM, CIVIL OR OTHERWISE, REGARDING THE OFFICER'S GOOD FAITH ACTS PERFORMED IN THE SCOPE OF THE OFFICER'S DUTIES IN ENFORCING THE TERMS OF THE ORDER THAT RELATE TO CHILD CUSTODY. ANY PERSON WHO KNOWINGLY PRESENTS FOR ENFORCEMENT AN ORDER THAT IS INVALID OR NO LONGER IN EFFECT COMMITS AN OFFENSE THAT MAY BE PUNISHABLE BY CONFINEMENT IN JAIL FOR AS LONG AS TWO YEARS AND A FINE OF AS MUCH AS \$10,000.

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.

1.00

FAILURE OF A PARTY TO PAY CHILD SUPPORT DOES NOT JUSTIFY DENYING THAT PARTY COURT-ORDERED POSSESSION OF OR ACCESS TO A CHILD. REFUSAL BY A PARTY TO ALLOW POSSESSION OF OR ACCESS TO A CHILD DOES NOT JUSTIFY FAILURE TO PAY COURT-ORDERED CHILD SUPPORT TO THAT PARTY.

## Division of Marital Estate

The Court finds that the following is a just and right division of the parties' marital estate, having due regard for the rights of each party and the child of the marriage.

## Division of Property

See Exhibit "B" attached hereto and incorporated herein for all purposes.

## Division of Debt

See Exhibit "C" attached hereto and incorporated herein for all purposes.

## Notice

IT IS ORDERED AND DECREED that each party shall send to the other party, within three days of its receipt, a copy of any correspondence from a creditor or taxing authority concerning any potential liability of the other party.

# Liabilities Not Expressly Assumed

IT IS FURTHER ORDERED AND DECREED, as a part of the division of the estate of the parties, that any community liability not

expressly assumed by a party under this decree shall be paid by the party incurring the liability.

### Attorney's Fees

To effect an equitable division of the estate of the parties and as a part of the division, and for services rendered in connection with conservatorship and support of the child, each party shall be responsible for his or her own attorney's fees, expenses, and costs incurred as a result of legal representation in this case.

The Court finds that Amanda Allman-Minatrea has satisfactorily discharged all of the attorney duties and obligations under Chapter 107 of the Texas Family Code, and IT IS ORDERED that Amanda Allman-Minatrea is hereby discharged and relieved of any further rights, duties, and responsibilities in this case.

Treatment/Allocation of Community Income for Year of Divorce
For the purpose of determining income tax liability, the
parties agree and hereby partition 100 percent of the income, gain,
loss, and deductions attributable to a party from that party's
individual labor, that party's individual efforts, or the property
awarded in this agreement to that party, as his or her sole and
separate property, as if that party had been single and unmarried
from January 1, 2009, through the date of divorce. The partition
further assigns to a party any exceptions, exclusions, estimated
tax payments, and withholdings made by that party or for his or her
benefit from January 1, 2009, through the date of divorce, as if

and IT IS ORDERED AND DECREED that, for purposes of determining income tax liability, any property awarded to a party in this decree shall be deemed to be partitioned to that party and have been that party's separate property as of January 1, 2009, and thereafter. The parties further agree and IT IS ORDERED AND DECREED that any tax payments and any payments that are tax deductible are assigned to the party who made those payments.

IT IS ORDERED AND DECREED that for the calendar year 2009 and 2010, each party will file an individual income tax return in accordance with the Internal Revenue Code.

per cent of his income, withholding, prepayments, and deductions and none of YU QIONG TENG's income, withholding, prepayments and deductions for 2009 and 2010. LARRY WATTS shall be entitled to receive 100 per cent of any refund for which he might be entitled on his 2009 and 2010 federal income tax return. LARRY WATTS shall pay 100 per cent of any liability shown on his 2009 and 2010 federal income tax return.

per cent of her income, withholding, prepayments, and deductions and none of LARRY WATTS' income, withholding, prepayments and deductions for 2009 and 2010. YU QIONG TENG shall be entitled to receive 100 per cent of any refund for which she might be entitled on her 2009 and 2010 federal income tax return. YU QIONG TENG

shall pay 100 per cent of any liability shown on her 2009 and 2010 federal income tax return.

IT IS ORDERED AND DECREED that for calendar years 2009 and 2010, each party shall indemnify and hold the other party and his or her property harmless from any tax liability associated with the reporting party's individual tax return for that year unless the parties have agreed to allocate their tax liability in a manner different from that reflected on their returns.

IT IS ORDERED AND DECREED that each party shall furnish such information to the other party as is requested to prepare federal income tax returns for 2008, 2009, and 2010 within 30 days of receipt of a written request for the information including signatures required to complete the 2008 tax return, and in no event shall the available information be exchanged later than March 1, 2011. As requested information becomes available after that date, it shall be provided within 10 days of receipt.

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

IT IS ORDERED AND DECREED that all payments made to the other party in accordance with the allocation provisions for payment of

federal income taxes contained in this Final Decree of Divorce are not deemed income to the party receiving those payments but are part of the property division and necessary for a just and right division of the parties' estate.

### Court Costs

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

## Resolution of Temporary Orders

10

IT IS ORDERED AND DECREED that Petitioner and Respondent are discharged from all further liabilities and obligations imposed by the temporary orders of this Court rendered on April 27, 2009 and May 17, 2010.

# Discharge from Discovery Retention Requirement

IT IS ORDERED AND DECREED that the parties and their respective attorneys are discharged from the requirement of keeping and storing the documents produced in this case in accordance with rule 191.4(d) of the Texas Rules of Civil Procedure.

# Waiver of Prohibition Against Remarriage

IT IS ORDERED that the prohibition against remarriage is hereby WAIVED.

## Clarifying Orders

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

## Relief Not Granted

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

## Date of Judgment

This divorce judicially PRONOUNCED AND RENDERED in court at Marshall, Harrison County, Texas, on June 28, 2010 and further noted on the court's docket sheet on the same date, but signed on \_\_\_\_\_\_\_, 2010.

JUDGE PRESIDING

#### EXHIBIT "A"

### Standard Possession Order

The Court finds that the following provisions of this Standard Possession Order are intended to and do comply with the requirements of Texas Family Code sections 153.311 through 153.317. 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 primary or secondary school in which the child is enrolled or, if the child is not enrolled in a primary 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 18 years and not otherwise emancipated.

## (b) Mutual Agreement or Specified Terms for Possession

IT IS ORDERED that the conservators shall have possession of the child at times mutually agreed to in advance by the parties, and, in the absence of mutual agreement, it is ORDERED that the conservators shall have possession of the child under the specified terms set out in this Standard Possession Order.

### (c) Parents Who Reside 100 Miles or Less Apart

Except as otherwise explicitly provided in this Standard Possession Order, when YU QIONG TENG resides 100 miles or less from the primary residence of the child, YU QIONG TENG shall have the right to possession of the child as follows:

#### 1. Weekends -

Until September, 2011, beginning at 6:00 p.m. on the Thursday preceding the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday.

Beginning September 1, 2011, on weekends that 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.

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.

- Otherwise explicitly provided in this Standard Possession Order, if a weekend period of possession by YU QIONG TENG begins on a Friday that is a student holiday or teacher inservice day 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, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of possession shall begin at 6:00 p.m. on the Thursday immediately preceding the Friday holiday, student holiday or teacher in-service day or end at 6:00 p.m. on that Monday holiday, student holiday or teacher in-service day, as applicable.
- 3. Thursdays On Thursday of each week during the regular school term, beginning at 6:00 p.m. and ending at 8:00 p.m.
- 4. Spring Break in Even-Numbered Years In even-numbered years, 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.

## 5. Extended Summer Possession by YU QIONG TENG -

With Written Notice by April 1 - If YU QIONG TENG gives LARRY WATTS written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, YU QIONG TENG shall have possession of the child for 30 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, with each period of possession beginning and ending at 6:00 p.m. on each applicable day, as specified in the written notice, provided that the period or periods of extended summer possession do not interfere with Father's Day Weekend. These periods of possession shall begin and end at 6:00 p.m.

Without Written Notice by April 1 - If YU QIONG TENG does not give LARRY WATTS written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, YU QIONG TENG shall have possession of the child for 30 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 YU QIONG TENG, it is explicitly ORDERED that LARRY WATTS shall have a superior right of possession of the child as follows:

- 1. Spring Break in Odd-Numbered Years In odd-numbered years, 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.
- 2. Summer Weekend Possession by LARRY WATTS If LARRY WATTS gives YU QIONG TENG written notice by April 15 of a year, LARRY WATTS 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 YU QIONG TENG in that year, provided that LARRY WATTS picks up the child from YU QIONG TENG and returns the child to that same place.
- WATTS gives YU QIONG TENG written notice by April 15 of a year or gives YU QIONG TENG fourteen days' written notice on or after April 16 of a year, LARRY WATTS 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 YU QIONG TENG shall not take place in that year, provided that the weekend so designated does not interfere with YU QIONG TENG's period or periods of extended summer possession.

## (d) Parents Who Reside More Than 100 Miles Apart

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

#### 1. Weekends -

Until September, 2011, unless YU QIONG TENG elects the alternative period of weekend possession described in the next paragraph, YU QIONG TENG shall have the right to possession of the child beginning at 6:00 p.m. on Thursdays preceding the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday.

Beginning September 1, 2011, unless YU QIONG TENG elects the alternative period of weekend possession described in the next paragraph, YU QIONG TENG shall have the right to possession of the child on weekends that 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, and on weekends that do not occur during the regular school term, beginning at 6:00 p.m. on the first, third and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday. Except as otherwise explicitly provided in this Standard Possession Order, if such a weekend period of possession by YU QIONG TENG begins on a Friday that is a student holiday or teacher in-service day 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, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of possession shall begin at 6:00 p.m. on the Thursday immediately preceding the Friday holiday, student holiday or teacher in-service day or end at 6:00 p.m. on that Monday holiday, student holiday or teacher in-service day, as applicable.

Alternate Weekend Possession - In lieu of the weekend possession described in the foregoing paragraph, YU QIONG TENG shall have the right to possession of the child not more than one weekend per month of YU QIONG TENG'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. Except as otherwise explicitly provided in this Standard Possession Order, if such a weekend period of possession by YU QIONG TENG begins on a Friday that is a student holiday or teacher in-service day 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, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of possession shall begin at 6:00 p.m. on the Thursday immediately preceding the Friday holiday, student holiday or teacher in-service day or end at 6:00 p.m. on that Monday holiday, student holiday or teacher in-service day, as applicable. YU QIONG TENG may elect an option for this alternative period of weekend possession by giving written notice to LARRY WATTS within ninety days after the parties begin to reside more than 100 miles apart. QIONG TENG makes this election, YU QIONG TENG shall give LARRY WATTS 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 Father's Day Weekend below.

2. Spring Break 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.

### 3. Extended Summer Possession by YU QIONG TENG -

With Written Notice by April 1 - If YU QIONG TENG gives LARRY WATTS written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, YU QIONG TENG shall have possession of the child for 42 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, with each period of possession beginning and ending at 6:00 p.m. on each applicable day, as specified in the written notice, provided that the period or periods of extended summer possession do not interfere with Father's Day Weekend. These periods of possession shall begin and end at 6:00 p.m.

Without Written Notice by April 1 - If YU QIONG TENG does not give LARRY WATTS written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, YU QIONG TENG shall have possession of the child for 42 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 YU QIONG TENG, it is explicitly ORDERED that LARRY WATTS shall have a superior right of possession of the child as follows:

- 1. Summer Weekend Possession by LARRY WATTS If LARRY WATTS gives YU QIONG TENG written notice by April 15 of a year, LARRY WATTS 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 YU QIONG TENG during YU QIONG TENG's extended summer possession in that year, provided that if a period of possession by YU QIONG TENG in that year exceeds 30 days, LARRY WATTS may have possession of the child under the terms of this provision on any two nonconsecutive weekends during that period and provided that LARRY WATTS picks up the child from YU QIONG TENG and returns the child to that same place.
- WATTS gives YU QIONG TENG written notice by April 15 of a year, LARRY WATTS may designate 21 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, with each period of possession beginning and ending at 6:00 p.m. on each applicable day, during which YU QIONG TENG shall not have possession of the child, provided that the period or periods so designated do not interfere with YU QIONG TENG's period or periods of extended summer possession.

## (e) Holidays Unaffected by Distance

Notwithstanding the weekend and Thursday periods of possession of YU QIONG TENG, LARRY WATTS and YU QIONG TENG shall have the right to possession of the child as follows:

- 1. Christmas Holidays in Even-Numbered Years In evennumbered years, YU QIONG TENG shall have the right to
  possession of the child beginning at 6:00 p.m. on the day the
  child is dismissed from school for the Christmas school
  vacation and ending at noon on December 28, and LARRY WATTS
  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, LARRY WATTS shall have the right to possession of the child beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 28, and YU QIONG TENG 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, YU QIONG TENG shall have the right to possession of the child beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the Sunday following Thanksgiving.
- 4. Thanksgiving in Even-Numbered Years In even-numbered years, LARRY WATTS shall have the right to possession of the child beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the Sunday following Thanksgiving.
- 5. Child's Birthday If a parent is not otherwise entitled under this Standard Possession Order to present possession of the child on the child's birthday, that parent shall have possession of the child 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 Weekend LARRY WATTS 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 6:00 p.m. on Father's Day, provided that if LARRY WATTS is not otherwise entitled under this Standard Possession Order to present possession of the child, he shall pick up the child from YU QIONG TENG's residence and return the child to that same place.
- 7. Mother's Day Weekend YU QIONG TENG shall have the right to possession of the child each year, beginning at 6:00 p.m. on the Friday preceding Mother's Day and ending at 6:00 p.m. on Mother's Day, provided that if YU QIONG TENG is not otherwise entitled under this Standard Possession Order to present possession of the child, she shall pick up the child from LARRY WATTS' residence and return the child to that same place.

## (f) Undesignated Periods of Possession

LARRY WATTS shall have the right of possession of the child at all other times not specifically designated in this Standard Possession Order for YU QIONG TENG.

## (g) General Terms and Conditions

Except as otherwise explicitly 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. <u>Surrender of Child by LARRY WATTS</u> LARRY WATTS is ORDERED to surrender the child to YU QIONG TENG at the beginning of each period of YU QIONG TENG's possession at the location designated below.
- 2. Return of Child by YU QIONG TENG YU QIONG TENG is ORDERED to return the child to LARRY WATTS at the end of each period of possession at the location designated below.
- 3. Surrender of Child by YU QIONG TENG YU QIONG TENG is ORDERED to surrender the child to LARRY WATTS, if the child is in YU QIONG TENG's possession or subject to YU QIONG TENG's control, at the beginning of each period of LARRY WATTS' exclusive periods of possession, at the place designated in this Standard Possession Order.
- 4. Return of Child by LARRY WATTS LARRY WATTS is ORDERED to return the child to YU QIONG TENG, if YU QIONG TENG is entitled to possession of the child, at the end of each of LARRY WATTS' exclusive periods of possession, at the place designated in this Standard Possession Order.
- 5. <u>Personal Effects</u> 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 shall be deemed to have been timely made if received or postmarked before or at the time that notice is due.

### EXHIBIT "B"

## Property to Husband

IT IS ORDERED AND DECREED that the husband, LARRY WATTS, is awarded the following as his sole and separate property, and the wife is divested of all right, title, interest, and claim in and to that property:

- 1. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the husband or subject to his sole control.
- 2. All clothing, jewelry, and other personal effects in the possession of the husband or subject to his sole control.
- 3. All sums of cash in the possession of the husband or subject to his sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in the husband's sole name or from which the husband has the sole right to withdraw funds or which are subject to the husband's sole control.
- 4. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of the husband's past, present, or future employment.
- 5. All individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits in the husband's name.
- 6. The 2005 Dodge Pickup motor vehicle, vehicle identification number 3D3MS48C55G774062, together with all prepaid insurance, keys, and title documents.

### Property to Wife

IT IS ORDERED AND DECREED that the wife, YU QIONG TENG, is awarded the following as her sole and separate property, and the husband is divested of all right, title, interest, and claim in and to that property:

- 1. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the wife or subject to her sole control.
- 2. All clothing, jewelry, and other personal effects in the possession of the wife or subject to her sole control.
- 3. All sums of cash in the possession of the wife or subject to her sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in the wife's sole name or from which the wife has the sole right to withdraw funds or which are subject to the wife's sole control.
- 4. The sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of the wife's past, present, or future employment.
- 5. All individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits in the wife's name.
- 6. The 2003 Dodge Neon motor vehicle, vehicle identification number 1B3ES56C13D124551, together with all prepaid insurance, keys, and title documents.

#### EXHIBIT "C"

### Debts to Husband

7 15 15

IT IS ORDERED AND DECREED that the husband, LARRY WATTS, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold the wife and her property harmless from any failure to so discharge, these items:

- 1. All debts, charges, liabilities, and other obligations incurred solely by the husband from and after February 2, 2009 unless express provision is made in this decree to the contrary.
- 2. All encumbrances, ad valorem taxes, liens, assessments, or other charges due or to become due on the real and personal property awarded to the husband in this decree unless express provision is made in this decree to the contrary.

#### Debts to Wife

IT IS ORDERED AND DECREED that the wife, YU QIONG TENG, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold the husband and his property harmless from any failure to so discharge, these items:

- 1. All debts, charges, liabilities, and other obligations incurred solely by the husband from and after February 2, 2009 unless express provision is made in this decree to the contrary.
- 2. All encumbrances, ad valorem taxes, liens, assessments, or other charges due or to become due on the real and personal property awarded to the wife in this decree unless express provision is made in this decree to the contrary.