

No. 18-0602

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# In the Supreme Court of Texas

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IN THE MATTER OF THE MARRIAGE OF  
CINDY GARZA FARMER AND JOHN CLINTON FARMER,

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On Petition for Review from the  
Fourteenth Court of Appeals, Houston, Texas  
No. 14-17-00077-CV

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## PETITION FOR REVIEW

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## STATEMENT OF THE CASE

Nature of the Case: This an appeal from a final decree of divorce entered by the district court on October 26, 2016.

Trial Court: The Honorable Lisa Millard, 310<sup>th</sup> District Court, Harris County, Texas.

Trial Court Disposition: The trial court entered a divorce decree which altered the property division set forth in the parties' mediated settlement agreement.

Parties in the Court of Appeals: Appellant: Cindy Garza Farmer  
Appellees: John Clinton Farmer

Date filed in Court of Appeals: January 27, 2017

Court of Appeals: Fourteenth Court of Appeals at Houston, Texas (Boyce, Jamison, Brown, JJ.)

Author of Opinion: Justice Marc W. Brown

Citation: *In re Marriage of Farmer*, No. 14-17-00077, 2018 Tex. App. LEXIS 3464 (App.—Houston [14<sup>th</sup> Dist.] May 17, 2018)

Court of Appeal's Disposition: The court of appeals affirmed the trial court's final divorce decree, including the property division.

Date of Order: May 17, 2018

## **STATEMENT OF JURISDICTION**

This Court has jurisdiction under Texas Family Code 153.0071(d).

## **STATEMENT OF ISSUES**

1. Should the divorce decree be vacated because it departs from the terms in the parties' mediated settlement agreement?
2. Should the divorce decree be vacated because the district court wrongly excluded the testimony of Ms. Farmer's expert witness?

Should the divorce decree be vacated because the district court wrongly denied Ms. Farmer's request for a continuance of the trial date?

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Fourteenth Court of Appeals, Houston, Texas  
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## **PETITION FOR REVIEW**

---

TO THE HONORABLE SUPREME COURT OF TEXAS:

Cindy Garza Farmer respectfully ask this Court to grant a petition for review and vacate the final divorce decree.

### **INTRODUCTION**

Cindy Garza-Farmer filed for divorce from her husband. Her counsel refused to secure an expert witness on financial matters, even though Ms. Garza-Farmer had legitimate claims that affected the community estates' valuation in excess of \$1,000,000. Ms. Garza-Farmer was forced to secure her own expert witness, without any knowledge of how to do so. Ms. Garza-Farmer then was forced to terminate her relationship with her counsel and retain new counsel. The district court refused to permit a continuance to allow the new counsel adequate time to prepare. The parties were only approximately 17-months in to this divorce proceeding at that time.

On September 19, 2016. approximately 18-months in to this action, Respondent filed a motion to exclude this expert (Robert Adams). This motion was literally heard the same day, without sufficient notice, and without any written response from Ms. Garza-Farmer's counsel. The expert was wrongfully excluded, causing severe prejudice to Ms. Garza-Farmer. Her new counsel that allowed the motion to be heard without proper notice, and without a written response, then "recommended" Ms. Garza-Farmer settle her case while they were at this very hearing.

After agreeing to the proposed settlement at the problematic hearing, a settlement was agreed to by the parties and announced on the record at the same September 19, 2016 hearing. After submission of a proposed decree that did not conform to the parties' agreement, the district court entered the clearly non-conforming decree. This decree was objected to and not signed by Ms. Garza-Farmer, and she instructed her counsel to do the same. The district court denied a new trial as well.

## **STATEMENT OF FACTS**

Cindy Garza-Farmer and John Clinton Farmer are getting divorced. Ms. Garza-Farmer initially filed for divorce on March 18, 2015. CR 3-6. At the time, Ms. Garza-Farmer was represented by J.D. Bucky Allshouse. CR 6. The district court assigned an initial trial date of September 23, 2015. App. B.

On September 2, 2015, the parties jointly moved for continuance of the trial date so that they could “conclude the discovery process and attend mediation.” App. E. The district court granted the continuance and rescheduled the trial for January 12, 2016. App. F.

On January 4, 2016, the parties filed a Rule 11 agreement to reset the trial date once again, this time to March 29, 2016. App. G. The district court signed the agreement. App. H.

On March 21, 2016, Ms. Garza-Farmer moved for a continuance of the trial date, informing the court that discovery and depositions were not yet complete, the expert’s reports had not been completed, the parties had not attended mediation, and her counsel Mr. Allshouse had a protective order on file with another court in Harris County. App. K. The district court granted the motion and reset the trial date for July 12, 2016. App. L.

On July 11, 2016, the parties moved jointly for a continuance of the trial date. App. M. The parties made this request because Mr. Farmer’s lawyer had a jury trial scheduled for that week, the parties had not yet completed discovery, and the parties’ five-hour mediation session had not yet produced an agreement. *Id.* In the motion, Mr. Farmer (but not Ms. Garza-Farmer) specifically requested that the trial date be continued for no fewer than 90 days. *Id.* The district court granted the motion and reset the trial date for September 19, 2016. App. N.

After what was clearly ineffective representation by Ms. Garza-Farmer's counsel, on July 27, 2016, Ms. Garza-Farmer moved to substitute counsel, replacing Mr. Allshouse with Ricardo L. Ramos. App. O.

On July 28, 2016, Ms. Garza-Farmer moved for a continuance of the trial date. App. P. The trial court denied this request. 2 RR at 7.

Ms. Garza-Farmer's attorney had refused to hire a financial expert witness, which was clearly required in this case, forcing Ms. Garza-Farmer to try to hire a financial expert herself and shepherd through the completion of a complicated report on her own. That expert witness was Robert Adams. On September 19, and after Ms. Garza-Farmer's new counsel appeared to represent her, Mr. Farmer moved to exclude the testimony of Ms. Garza-Farmer's expert. App. Q. After a hearing on September 19, 2016, only approximately a year and a half after this divorce action was originally filed, 2 RR at 4-13, the district court excluded Adams's expert testimony, without proper notice of the hearing to Ms. Garza-Farmer, and without sufficient time to file a response. 2 RR at 12-13. App. R

At that same hearing (September 19, 2016), the parties entered into a binding mediated settlement agreement, after the exclusion of Mr. Adams by the court. 2 RR at 27-38. On October 26, 2016, the district court entered a final decree of divorce that failed to incorporate the mediated settlement agreement. App. A. Instead, the decree incorporated by reference a "property division" that neither Ms. Garza-



Farmer nor her attorney had ever signed, and that departs in several respects from the mediated settlement agreement that the parties had previously agreed to.<sup>1</sup> This “property division” purports to “supersede all other agreements,” including the mediated settlement agreement, and claims to “contain the entire agreement of the parties.” Property Division at 15 (included in App. A).

On November 28, 2016, Ms. Garza-Farmer moved for a new trial. CR at 58. On November 30, 2016, Mr. Farmer moved to enforce the final decree of divorce. CR 148. Ms. Garza-Farmer appealed the final decree of divorce on January 25, 2017. CR 209-10. Ms. Garza-Farmer refused to sign this non-conforming decree, and instructed her counsel to do the same.

## **SUMMARY OF ARGUMENT**

The divorce decree should be vacated for three reasons. First, the divorce decree departs from the terms of the binding mediated settlement agreement that Ms. Garza-Farmer and Mr. Farmer had signed. *See Milner v. Milner*, 361 S.W.3d 615, 619 (Tex. 2012) (holding that mediated settlement agreements are “binding” and that “parties are entitled to a judgment that conforms to their agreement”).

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<sup>1</sup> *See* Divorce Decree at 2 (App. A) (“The Court finds that the parties have entered into a property division, attached to this Agreed Final Decree of Divorce. The Court approves the division and incorporates it by reference as part of this decree as if it was recited herein verbatim and orders the parties to do all things necessary to effectuate the division”).

Second, the district court should not have excluded the testimony of Ms. Garza-Farmer's expert witness, Robert Adams, which was the basis for Mr. Ramos' recommendation for Ms. Garza-Farmer to accept this settlement. Ms. Garza-Farmer had retained Adams to support her claim that Mr. Farmer had undercompensated himself to the tune of \$1,000,000 while working for ICS Inc., a company in which Mr. Farmer held an ownership interest. The district court excluded Adams from testifying after holding a hearing on the matter, but it did not provide any reasons for its ruling. 2 RR at 12-13. This exclusion was improper, and it prejudiced Ms. Garza-Farmer in the mediation proceedings.

Third, the district court improperly denied Ms. Garza-Farmer's motion for a continuance of the trial date. 2 RR at 7. Ms. Garza-Farmer had retained a new lawyer on July 27, 2016, and her new counsel could not reasonably be expected to prepare sufficiently for a trial that was scheduled to begin on September 19, 2016, and given that this divorce action had only been first filed approximately 18 months earlier, a continuance not only should have been warranted, but would have prevented the unfair prejudice to Ms. Garza-Farmer that occurred.

## **ARGUMENT**

### **I. THE DIVORCE DECREE IMPERMISSIBLY DEPARTS FROM THE MEDIATED SETTLEMENT AGREEMENT**

The district court’s final decree of divorce attaches a “property division” that neither Ms. Garza-Farmer nor her lawyer signed – and that departs from the terms of the mediated settlement agreement in numerous respects. App. A. Each of these discrepancies, standing alone, warrants a vacatur of the divorce decree. *See Milner v. Milner*, 361, S.W.3d 615, 619 (Tex. 2012) (holding that mediated settlement agreements are “binding” and that “the parties are entitled to a judgment that conforms to their agreement”).

First, the mediated settlement agreement requires Mr. Farmer to pay Ms. Garza-Farmer \$25,000 by Friday, September 23. *See* 2 RR at 30 (“Wife to receive \$25,000.00 by Friday.”). Yet neither the divorce decree nor the “property division” makes any mention of this obligation. *See* App. A.

Second, both the “property division” and the mediated settlement agreement provide that Mr. Farmer will sell the couple’s homestead at 5506 Russett Drive, and that the net equity from the sale will be distributed evenly to Mr. Farmer and Ms. Garza-Farmer after deducting the cost of sale. *See* 2 RR at 32; Property Division at 8 (included in App. A). Under the mediated settlement agreement, however, the cost-of-sale deduction is capped at 8% of the house’s fair market value. *See* 2 RR at 32. No such limit on the cost-of-sale deduction is included in the “property division.” Property Division at 8-9 (included in App. A). This purports to allow Mr. Farmer to deduct 100% of the sales costs of the top before the leftover

equity is split between Ms. Garza-Farmer and Mr. Farmer, in violation of the 8% cap that was agreed to in the mediated settlement agreement.

Third, the mediated settlement agreement requires Mr. Farmer to pay Ms. Garza-Farmer's \$29,000 cred-card balance "as it becomes due but not in lump sum." 2 RR at 30. ("Husband to pay wife's C.C. debt at \$29,000 as it comes due but not in lump sum."). The only reasonable construction of this language is that Mr. Farmer is obligated to retire the entire debt, including the interest that accrues if he chooses to pay "as it comes due." 2 RR at 30. But in the "property division" attached to the divorce decree (which Ms. Garza-Farmer never signed), Mr. Farmer is required to contribute on \$29,000 toward retiring the credit-card debt, even if he makes only the minimum payments and allows interest to accrue on the rest. *See Property Division at 6* (included in App. A) (requiring Mr. Farmer to pay "\$29,000.00 towards the following credit cards as it comes due. He shall pay at a minimum the minimum balance due each month until at least \$29,000.00 is paid.").

None of this is consistent with the mediated settlement agreement, and the district court cannot use a "property division" that Ms. Garza-Farmer never signed nor agreed to subvert the parties' binding agreement from the mediating proceedings.

## **II. THE DISTRICT COURT SHOULD NOT HAVE EXCLUDED THE TESTIMONY OF MS. GARZA-FARMER'S EXPERT**

Ms. Garza-Farmer had retained Robert Adams to opine that Mr. Farmer was undercompensated for the work he performed for ICS Inc., an entity in which Mr. Farmer holds an ownership interest. *See* Tex. Family Code § 3.402(a)(2) (establishing a reimbursement claim for community estate for “inadequate compensation for the time, toil, talent, and effort of a spouse by a business entity under the control and direction of that spouse”); *Jensen v. Jensen*, 665 S.W.2d 107 (Tex. 1984) (establishing a common-law reimbursement claim for the use of community time and effort to benefit a spouse’s separate estate). Mr. Farmer moved to exclude Adams’ testimony on the ground that he holds only a 25 percent ownership interest in ICS Inc.; therefore, he cannot be deemed to have “control and direction” of ICS Inc. under section 3.402(a)(2). 2 RR at 5 (“[I]t is undisputed that MR. Farmer only has a 25 percent interest in the entity; therefore, it’s an impossibility for him to have control.”); 2 RR at 10 (“[T]he claim is barred on its face because he only owns 25 percent of it.”). After a hearing, the district court granted Mr. Farmer’s motion to exclude Adams’s testimony without providing reasons. 2 RR at 12-13.

The district court should not have excluded Adams’s expert testimony. Mr. Farmer both “control[s]” and “direct[s]” ICS Inc. because he owns the company along with three of his relatives. 2 RR at 11. Section 3.402(a)(2) does not require

one to hold a majority ownership interest in a business entity. It is sufficient that Mr. Farmer, as co-owner of ICS, Inc., along with his three relatives, has the de facto ability to control the salary and bonuses that he receives each year from the company. 2 RR at 11 (“[H]e does have a large level of control which also dictates the fact that he can go ahead and hand out bonuses or pay himself the underlying bonus that he’s chosen.”). Mr. Farmer’s argument that his 25% ownership interest in ICS Inc. somehow immunizes him from an undercompensation claim finds no support in the language of section 3.402(a)(2). What’s more, it is obvious that Mr. Farmer grossly undercompensated himself by accepting a base salary of only \$225,000.00 from ICS, Inc., when he and his wife own a \$4.1 million dollar home, a lake house, and other assets that require annual expenditures well in excess of \$225,000.00. 2 RR at 12.

Mr. Farmer also complained that Adams’s expert methodology was insufficiently reliable. App. Q. But Adams is not making a scientific inquiry, and the empirical basis for Ms. Garza-Farmer’s undercompensation claim is simple and straightforward: Mr. Farmer had received large annual bonuses from ICS Inc. before the divorce proceedings, but he stopped accepting those annual bonuses after Ms. Garza-Farmer filed for divorce, with the intent of collecting them later after the divorce becomes final. 2 RR at 9 (“[T]here was a history of a bonus being received by Mr. Farmer, which at this point in time on the basis of this ongoing divorce case he’s chosen not to accept and not to take. Our position, essentially, is that this

compensation will be deferred to some time in the future after this divorce case for him to be able to accept the benefit of that bonus.”). A claim of this sort does not require sophisticated statistical analysis; a simple comparison of his pre-divorce and post-divorce-filing bonuses will suffice. Adams should not have been precluded from presenting his analysis and opining on the undercompensation issue.

Additionally, the written motion to exclude the expert was filed on September 19, 2016 by Mr. Farmer. Strangely, the hearing on this Motion occurred also on September 19, 2016, without proper notice to Ms. Garza-Farmer and without sufficient time to file any written response. Ms. Garza-Farmer certainly was neither aware of this, nor waived her right to notice and opportunity to respond, nor permitted her counsel to do so on her behalf.

### **III. THE DISTRICT COURT IMPROPERLY DENIED MS. GARZA-FARMER’S MOTION FOR A CONTINUANCE OF TRIAL**

On July 27, 2016, Ms. Garza-Farmer filed a motion to substitute counsel, having retained counsel to replace Mr. Allshouse. App. O. The next day Ms. Garza-Farmer filed a sworn, verified motion for continuance under Texas Rule of Civil Procedure 251. App. P.

Ms. Garza-Farmer established sufficient cause for a continuance because her previous counsel had “not designated an expert and not depositions have been taken,” App. P, and her newly retained counsel needed the continuance to complete

discovery, designate expert witnesses, and prepare for trial. Nevertheless, the district court denied the continuance. 2 RR at 7.

The district court should not have denied Ms. Garza-Farmer's motion for a continuance. The divorce proceedings had been pending only since March 18, 2015, the date on which Ms. Garza-Farmer filed her original petition. The district court's scheduling order of July 12, 2016 had set the trial for September 19, 2016 –giving little time to prepare and proceed to trial with new counsel. And there was no evidence at all to suggest that Ms. Garza-Farmer had changed lawyers or sought the continuance for the purpose of delay. Moreover, some of the earlier continuances had been requested by Mr. Farmer – either by Mr. Farmer himself or jointly with Ms. Garza-Farmer – so those previously granted continuances should not be held against Ms. Garza-Farmer when she has presented legitimate grounds for a further continuance.

## CONCLUSION

The divorce decree should be vacated, and the case remanded for further proceedings.

Respectfully submitted,

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*Counsel for Petitioner*

## CERTIFICATE OF SERVICE

I certify that this document was served by e-mail on July 2, 2018, upon:

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*Counsel for Respondent-Appellee*

/s/ Jared R. Woodfill  
JARED R. WOODFILL  
*Counsel for Appellant*

## CERTIFICATE OF COMPLIANCE

I certify that this document contains 3387 words, excluding the portions described in Texas Rule of Appellate Procedure 9.4(i)(1).

/s/ Jared R. Woodfill  
JARED R. WOODFILL  
*Counsel for Appellant*

# Appendix

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**A**

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**NO. 2015-15899**

**IN THE MATTER OF  
THE MARRIAGE OF**

**CINDY GARZA FARMER  
AND  
JOHN CLINTON FARMER**

**AND IN THE INTEREST OF  
ALEXANDRA FARMER AND  
KATERHINE FARMER,  
MINOR CHILDREN**

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**IN THE DISTRICT COURT OF**

**HARRIS COUNTY, TEXAS**

**310<sup>TH</sup> JUDICIAL DISTRICT**

vs 165  
focus

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**AGREED FINAL DECREE OF DIVORCE**

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On \_\_\_\_\_, 2016, the Court heard this case.

**1. *Appearances***

1.1 Petitioner, **CINDY GARZA FARMER**, (hereinafter sometimes referred to as "Wife"), appeared in person and through attorney of record, and announced the parties had reached an agreement. Petitioner has agreed to the terms of this judgment to the extent permitted by law, as evidenced by ~~Petitioner's signature and the signature of her attorney of record, Ricardo L. Ramos, below.~~

1.2 Respondent, **JOHN CLINTON FARMER**, (hereinafter sometimes referred to as "Husband"), appeared in person and through attorney of record, and announced the parties had reached an agreement. Respondent has agreed to the terms of this judgment to the extent permitted by law, as evidenced by Respondent's signature and the signature of his attorney of record, Bobby K. Newman, below.

**2. *Record***

The record of testimony was duly reported by the court reporter for the 310<sup>th</sup> District Court.

**3. *Jurisdiction and Domicile***

3.1 The pleadings of Petitioner are in due form and contain all the allegations, information, and 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

CGF



JCF

least sixty days have elapsed since the date the suit was filed.

3.2 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. All persons entitled to citation were properly cited.

4. *Jury*

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

5. *Agreement of Parties*

5.1 The Court finds that the parties have entered into an ~~Agreement Incident to Divorce~~, in a document <sup>attached to</sup> separate from this ~~Agreed Final Decree of Divorce~~. The Court approves the agreement and incorporates it by reference as part of this decree as if it was recited herein verbatim and orders the parties to do all things necessary to effectuate the agreement. ~~A copy of the agreement is not filed with the records of this Court and will not be, except as is reasonably necessary to carry out the intent and purpose of this agreement.~~ *a property division JCF*

6. *Divorce*

IT IS ORDERED AND DECREED that **CINDY GARZA FARMER**, Petitioner, and **JOHN CLINTON FARMER**, Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability.

7. *Children of the Marriage*

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

Name:	<b>ALEXANDRA D. FARMER</b>
Sex:	Female
Birth date:	02/04/2004
Home state:	Texas
Social Security Number:	xxx-xx-6366
Driver's License/Issuing State:	N/A
Name:	<b>KATHERINE A. FARMER</b>
Sex:	Female
Birth date:	04/12/2008
Home state:	Texas
Social Security Number:	xxx-xx-6885
Driver's License/Issuing State:	N/A





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

**8. Parenting Plan, Conservatorship, Rights & Duties**

**8.1 Parenting Plan**

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

**8.2 Conservatorship**

- a. The Court, having considered the circumstances of the parents and of the children, finds that the following orders are in the best interest of the children.
- b. **IT IS ORDERED that CINDY GARZA FARMER and JOHN CLINTON FARMER are appointed Joint Managing Conservators of the following children: ALEXANDRA D. FARMER and KATHERINE A. FARMER.**

**8.3 Rights At All Times – IT IS ORDERED that, at all times, CINDY GARZA FARMER and JOHN CLINTON FARMER, as parent joint managing conservators, each shall have the following rights:**

- a. the right to receive information from any other conservator of the children concerning the health, education, and welfare of the children;
- b. the right to confer with the other parent to the extent possible before making a decision concerning the health, education, and welfare of the children;
- c. the right of access to medical, dental, psychological, and educational records of the children;
- d. the right to consult with a physician, dentist, or psychologist of the children;
- e. the right to consult with school officials concerning the children's welfare and educational status, including school activities;

- f. the right to attend school and extracurricular activities;
- g. the right to be designated on the children's records as a person to be notified in case of an emergency;
- h. the right to consent to medical, dental, and surgical treatment during an emergency involving an immediate danger to the health and safety of the children; and
- i. the right to manage the estates of the children to the extent the estates have been created by the parent or the parent's family.

8.4 Duties At All Times – IT IS ORDERED that, at all times, **CINDY GARZA FARMER** and **JOHN CLINTON FARMER**, as parent joint managing conservators, shall each have the following duties:

- a. the duty to inform the other conservator of the children in a timely manner of significant information concerning the health, education, and welfare of the children; and
- b. the duty to inform the other conservator of the children if the conservator resides with for at least thirty days, marries, or intends to marry a person who the conservator knows is registered as a sex offender under chapter 62 of the 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 children begins to reside with the person or on the tenth day after the date the marriage occurs, as appropriate. IT IS ORDERED that the notice must include a description of the offense that is the basis of the person's requirement to register as a sex offender or of the offense with which the person is charged. **WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.**
- c. the duty to inform the other conservator of the children if the conservator:
  - a) 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, b) 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 c) is the subject of a final protective order issued as of the date of the order establishing conservatorship. It is

ORDERED that if such notice is required, the notice must be made as soon as practicable but not later than the 30th day after the date the conservator establishes residence with the person who is the subject of the final protective order, the 90th day after the date the final protective order was issued, or the 30th day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

8.5 Rights and Duties During Periods of Possession – IT IS ORDERED that, during their respective periods of possession, **CINDY GARZA FARMER** and **JOHN CLINTON FARMER**, as parent joint managing conservators, each shall have the following rights and duties:

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

8.6 Rights of **CINDY GARZA FARMER** – IT IS ORDERED that **CINDY GARZA FARMER**, as a parent joint managing conservator, shall have the following rights and duty:

- a. the exclusive right to designate the primary residence of the children within a 20 mile radius of The Kincaid School, 201 Kincaid School Drive, Houston, Texas 77024;
- b. the right, subject to the advanced written agreement of the other parent conservator, to consent to medical, dental, and surgical treatment involving invasive procedures, however, in the event the parties are unable to reach an agreement, any medical, dental, or surgical treatment involving invasive procedures shall be made based upon the recommendation of that child's primary care physician, or the physician designated by the primary care physician as the person most qualified to make the necessary recommendation;
- c. the right, subject to the advanced written agreement of the other parent

conservator, to consent to psychiatric and psychological treatment and/or evaluation of the children;

- d. the exclusive right to receive and give receipt for periodic payments for the support of the children and to hold or disburse these funds for the benefit of the children;
- e. the right, subject to the advanced written agreement of the other parent conservator, to represent the children in legal action and to make other decisions of substantial legal significance concerning the children;
- f. the right, subject to the advanced written agreement of the other parent conservator, to consent to marriage and to enlistment in the armed forces of the United States;
- g. the right, subject to the advanced written agreement of the other parent conservator, to make decisions concerning the children's education; it is further agreed and therefore ORDERED that for so long as John Clinton Farmer pays the costs associated with The Kincaid School as set out in the Agreement Incident to Divorce, the children shall attend The Kincaid School through graduation of high school;
- h. except as provided by section 264.0111 of the Texas Family Code, the right, subject to the agreement of the other parent conservator, to the services and earnings of the children;
- i. except when a guardian of the children's estates or a guardian or attorney ad litem has been appointed for the children, the right, subject to the agreement of the other parent conservator, to act as an agent of the children in relation to the children's estates if the children's action is required by a state, the United States, or a foreign government.

8.7 Rights of JOHN CLINTON FARMER – IT IS ORDERED that JOHN CLINTON FARMER, as a parent joint managing conservator, shall have the following rights and duty:

- a. the right, subject to the advanced written agreement of the other parent conservator, to consent to medical, dental, and surgical treatment involving invasive procedures, however, in the event the parties are unable to reach an agreement, any medical, dental, or surgical treatment involving invasive procedures shall be made based upon the recommendation of that child's primary care physician, or the physician designated by the primary care physician as the person most qualified to make the necessary recommendation;



- b. the right, subject to the advanced written agreement of the other parent conservator, to consent to psychiatric and psychological treatment and/or evaluation of the children;
- c. the right, subject to the advanced written agreement of the other parent conservator, to represent the children in legal action and to make other decisions of substantial legal significance concerning the children;
- d. the right, subject to the advanced written agreement of the other parent conservator, to consent to marriage and to enlistment in the armed forces of the United States;
- e. the right, subject to the advanced written agreement of the other parent conservator, to make decisions concerning the children's education; it is further agreed and therefore ORDERED that for so long as John Clinton Farmer pays the costs associated with The Kincaid School as set out in the Agreement Incident to Divorce, the children shall attend The Kincaid School through graduation of high school;
- f. except as provided by section 264.0111 of the Texas Family Code, the right, subject to the agreement of the other parent conservator, to the services and earnings of the children;
- g. except when a guardian of the children's estates or a guardian or attorney ad litem has been appointed for the children, the right, subject to the agreement of the other parent conservator, to act as an agent of the children in relation to the children's estates if the children's action is required by a state, the United States, or a foreign government; and
- h. the exclusive duty, to manage the estates of the children to the extent the estates have been created by community property or the joint property of the parents.

8.8 Geographic Limitation on Primary Residence

The Court finds that, in accordance with section 153.001 of the Texas Family Code, it is the public policy of Texas to assure that children will have frequent and continuing contact with parents who have shown the ability to act in the best interest of the child, to provide a safe, stable, and nonviolent environment for the child, and to encourage parents to share in the rights and duties of raising their child after the parents have separated or dissolved their marriage. IT IS

ORDERED that the primary residence of the children shall be within a 20 mile radius of The Kincaid School, 201 Kincaid School Drive, Houston, Texas 77024, and the parties shall not remove the children from within a 20 mile radius of The Kincaid School, 201 Kincaid School Drive, Houston, Texas 77024 for the purpose of changing the primary residence of the children until modified by further order of the court of continuing jurisdiction or by written agreement signed by the parties and filed with the court.

8.9 Children's Passports

- a. IT IS ORDERED that if a parent's consent is required for the issuance of a passport, that parent shall provide that consent in writing no later than ten days after receipt of the consent documents, unless the parent has good cause for withholding that consent.
- b. IT IS ORDERED that both parents shall have the right to maintain possession of any passports of the children, **ALEXANDRA D. FARMER** and **KATHERINE A. FARMER**, subject to the requirements for delivery of the passports and all other requirements set forth below.
- c. Each parent is ORDERED to deliver or cause to be delivered to the other parent the original, valid passports of **ALEXANDRA D. FARMER** and **KATHERINE A. FARMER**, within ten days of their receipt of the requesting parent's notice of intent to have the children travel outside the United States during a period of possession of the requesting parent.
- d. IT IS ORDERED that if a conservator intends to have the children travel outside the United States during the conservator's period of possession of the children, that conservator shall provide written notice to the other conservator. IT IS ORDERED that this written notice shall include all the following:
  1. any written consent form for travel outside of the United States that is required by the country of destination, countries through which travel will occur, or the intended carriers;
  2. the date, time, and location of the children's departure from the United States;
  3. a reasonable description of means of transportation, including, if applicable, all names of carriers, flight numbers, and scheduled

- departure and arrival times;
4. a reasonable description of each destination of the intended travel, including the name, address, and phone number of each interim destination and the final travel location;
  5. the dates the children are scheduled to arrive and depart at each such destination;
  6. the date, time, and location of the children's return to the State of Texas or the United States;
  7. a complete statement of each portion of the intended travel during which the conservator providing the written notice will not accompany the children; and
  8. the name, permanent and mailing addresses, and work and home telephone numbers of each person accompanying the children on the intended travel other than the conservator providing the written notice.
- e. The written notice may be in the form attached to this order as **Exhibit "A"**, Notice of Intent for Children to Travel Outside the United States.
  - f. If the intended travel is a group trip, such as with a school or other organization, the conservator providing the written notice is ORDERED to provide with the written notice all information about the group trip and its sponsor instead of stating the name, permanent and mailing addresses, and work and home telephone numbers of each person accompanying the children.
  - g. IT IS FURTHER ORDERED that this written notice shall be furnished to the other conservator no less than twenty-one days before the intended day of departure of the children from the United States.
  - h. **CINDY GARZA FARMER** and **JOHN CLINTON FARMER** are each ORDERED to properly execute the written consent form to travel abroad attached to this order as **Exhibit "B"** and any other form required for the travel by the United States Department of State, passport authorities, foreign nations, travel organizers, school officials, or public carriers; when applicable, to have the forms duly notarized; and, within ten days of that conservator's receipt of each consent form, to deliver the form to the conservator providing the written notice.

- i. IT IS ORDERED that any conservator who violates the terms and conditions of these provisions regarding the children's passports shall be liable for all costs incurred due to that person's noncompliance with these provisions. These costs shall include, but not be limited to, the expense of nonrefundable or noncreditable tickets, the costs of nonrefundable deposits for travel or lodging, attorney's fees, and all other costs incurred seeking enforcement of any of these provisions.

**9. Possession and Access**

9.1 Possession Order – IT IS ORDERED that each conservator shall comply with all terms and conditions of this Possession Order. IT IS ORDERED that this Possession Order is effective immediately and applies to all periods of possession occurring on and after the date the Court signs this Possession Order. IT IS, THEREFORE, ORDERED:

a. Definitions

1. In this Possession Order "school" means the primary or secondary school in which the children are enrolled or, if the children are not enrolled in a primary or secondary school, the public school district in which the child primarily resides.
2. In this Possession Order "child" includes each child, whether one or more, who is a subject of this suit while that child is under the age of eighteen years and not otherwise emancipated.

b. Mutual Agreement or Specified Terms for Possession

1. IT IS ORDERED that the conservators shall have possession of the children 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 children under the specified terms set out in this Possession Order.

c. Except as otherwise expressly provided in this Possession Order **JOHN CLINTON FARMER** shall have the right to possession of the child as follows:

1. Weekends –

On weekends that occur during the regular school term, beginning at the time the child's school is regularly dismissed on the first, third, and fifth Friday of each month and ending at the time the child's school



regularly resumes on the following Monday.

On weekends that do not occur during the regular school term, beginning at 6:00 p.m. on the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday.

2. Weekend Possession Extended by a Holiday—

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by **JOHN CLINTON FARMER** begins on a student holiday or a teacher in-service day that falls on a Friday during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday that falls on a Friday during the summer months when school is not in session, that weekend period of possession shall begin at the time the child's school is regularly dismissed on the Thursday immediately preceding the student holiday or teacher in-service day and 6:00 p.m. on the Thursday immediately preceding the federal, state, or local holiday during the summer months.

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by **JOHN CLINTON FARMER** ends on or is immediately followed by a student holiday or a teacher in-service day that falls on a Monday during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday that falls on a Monday during the summer months when school is not in session, that weekend period of possession shall end at 6:00 P.M. on that Monday.

3. Thursdays – On Thursday of each week during the regular school term, beginning at the time the child's school is regularly dismissed and ending at the time the child's school resumes on Friday.

On Thursday of each week, that does not occur during the regular school term, beginning at 3:00 p.m., on Thursday and ending at 6:00 p.m. on the following Friday.

4. Spring Vacation – In even-numbered years, beginning at 12:00 p.m. on the Wednesday following the day the child's school is dismissed for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

Spring Vacation – In Odd-Numbered Years – In odd-numbered years, beginning at the time school is dismissed for the school's spring vacation and ending at 12:00 p.m. on the Wednesday following the day the

child's school is dismissed for the school's spring vacation

5. Extended Summer Possession by **JOHN CLINTON FARMER**—

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

Without Written Notice by April 1—If **JOHN CLINTON FARMER** does not give **CINDY GARZA FARMER** written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, **JOHN CLINTON FARMER** shall have possession of the child for thirty consecutive days in that year beginning at 6:00 P.M. on July 1 and ending at 6:00 P.M. on July 31.

d. Notwithstanding the weekend, Thursday and summer periods of possession ORDERED for **JOHN CLINTON FARMER**, **CINDY GARZA FARMER** shall have a superior right of possession of the child as follows:

1. Weekends –

On weekends that occur during the regular school term, beginning at the time the child's school is regularly dismissed, on the second and fourth Friday of each month and ending at the time the child's school resumes after the weekend.

On weekends that do not occur during the regular school term, beginning at 6:00 p.m., on the second and fourth Friday of each month and ending at 6:00 p.m., on the following Sunday

2. Spring Vacation - In Odd-Numbered Years - In odd-numbered years, beginning at 12:00 p.m. on the Wednesday following the day the child's school is dismissed for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation. .

Spring Vacation - In Even-Numbered Years - In even-numbered years, beginning at the time school is dismissed for the school's spring vacation and ending at 12:00 p.m. on the Wednesday following the day the child's school is dismissed for the school's spring vacation.

3. Extended Summer Possession by **CINDY GARZA FARMER** - With Written Notice by April 15 - If **CINDY GARZA FARMER** give **JOHN CLINTON FARMER** gives written notice by April 15 of a year or gives **JOHN CLINTON FARMER** fourteen days' written notice on or after April 16 of a year, **CINDY GARZA FARMER** may designate two Thursdays and one weekend (for this section only, a weekend is considered to be a Thursday through a Sunday), 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 **JOHN CLINTON FARMER** shall not take place in that year, provided that **CINDY GARZA FARMER** picks up the child from **JOHN CLINTON FARMER** and returns the child to the same place and the weekend so designated does not interfere with **JOHN CLINTON FARMER's** period or periods of extended summer possession or with Father's Day possession.

e. Holidays Unaffected by Distance

1. Christmas Holidays in Even-Numbered Years - In even-numbered years, **JOHN CLINTON FARMER** shall have the right to possession of the child beginning at the time the child's school is dismissed for the Christmas school vacation and ending at noon on December 28, and **CINDY GARZA FARMER** 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, **CINDY GARZA FARMER** shall have the right to possession of the child beginning at the time the child's school is dismissed for the Christmas school vacation and ending at noon on December 28, and **JOHN CLINTON FARMER** 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 Holiday

3.1 Thanksgiving in 2016 only

**JOHN CLINTON FARMER** shall have the right to possession of the child from the date the child is dismissed from school for the Thanksgiving break and ending at the times school resumes after the Thanksgiving break.

3.2 Thanksgiving in 2017 and all years thereafter

3.2a **JOHN CLINTON FARMER** shall have the right to possession of the child as follows:

In Odd-Numbered Years - In odd-numbered years, beginning at the time school is dismissed for the Thanksgiving break and ending at the time school resumes after the Thanksgiving break.

3.2b **CINDY GARZA FARMER** shall have the right to possession of the child as follows:

In Even-Numbered Years - In even-numbered years, beginning at the time school is dismissed for the Thanksgiving break and ending at the time school resumes after the Thanksgiving break.

5. Child's Birthday - If a parent is not otherwise entitled under this Possession Order to present possession of a child on the child's birthday, that parent shall have possession of the child and the child's minor sibling 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 – **JOHN CLINTON FARMER** shall have the right to possession of the child each year, beginning at 6:00 p.m. on the Friday preceding Father's Day and ending at 8:00 a.m. on the Monday after Father's Day, provided that if **JOHN CLINTON FARMER** is not otherwise entitled under this Possession Order to present possession of the child, he shall pick up the child from **CINDY GARZA FARMER's** residence and return the child to that same place.
7. Mother's Day – **CINDY GARZA FARMER** shall have the right to possession of the child each year, beginning at the time the child's school is regularly dismissed on the Friday preceding Mother's Day and ending at the time the child's school resumes



after Mother's Day, provided that if **CINDY GARZA FARMER** is not otherwise entitled under this Possession Order to present possession of the child, she shall pick up the child from **JOHN CLINTON FARMER's** residence and return the child to that same place.

f. Undesignated Periods of Possession

**CINDY GARZA FARMER** shall have the right of possession of the child at all other times not specifically designated in this Possession Order for **JOHN CLINTON FARMER**.

g. General Terms and Conditions

Except as otherwise expressly provided in this Possession Order, the terms and conditions of possession of the children that apply regardless of the distance between the residence of a parent and the children are as follows:

1. Surrender of Children by **CINDY GARZA FARMER** –

1a. **CINDY GARZA FARMER** is ORDERED to surrender the child to **JOHN CLINTON FARMER** at the beginning of each period of **JOHN CLINTON FARMER's** possession at the residence of **CINDY GARZA FARMER**.

1b. If a period of possession by **JOHN CLINTON FARMER** begins at the time the child's school is regularly dismissed, **CINDY GARZA FARMER** is ORDERED to surrender the child to **JOHN CLINTON FARMER** at the beginning of each such period of possession at the school in which the child is enrolled. If the child is not in school, **JOHN CLINTON FARMER** shall pick up the child at the residence of **CINDY GARZA FARMER** at 6:00 p.m., and **CINDY GARZA FARMER** is ORDERED to surrender the child to **JOHN CLINTON FARMER** at the residence of **CINDY GARZA FARMER** at 6:00 p.m. under these circumstances.

2. Return of Child by **JOHN CLINTON FARMER** –

2a. **JOHN CLINTON FARMER** is ORDERED to return the child to the residence of **CINDY GARZA FARMER** at the end of each period of possession. However, it is

ORDERED that, if **CINDY GARZA FARMER** and **JOHN CLINTON FARMER** live in the same county at the time of rendition of this order, and **JOHN CLINTON FARMER**'s county of residence remains the same after rendition of this order, and **CINDY GARZA FARMER**'s county of residence changes, effective on the date of the change of residence by **CINDY GARZA FARMER**, **JOHN CLINTON FARMER** shall surrender the child to **CINDY GARZA FARMER** at the residence of **JOHN CLINTON FARMER** at the end of each period of possession.

- 2b. If a period of possession by **JOHN CLINTON FARMER** ends at the time the child's school resumes, **JOHN CLINTON FARMER** is ORDERED to surrender the child to **CINDY GARZA FARMER** at the end of each such period of possession at the school in which the child is enrolled or, if the child is not in school, at the residence of **CINDY GARZA FARMER** at 8:00 a.m.
3. Surrender of Child by **JOHN CLINTON FARMER** - **JOHN CLINTON FARMER** is ORDERED to surrender the child to **CINDY GARZA FARMER**, if the child is in **JOHN CLINTON FARMER**'s possession or subject to **JOHN CLINTON FARMER**'s control, at the beginning of each period of **CINDY GARZA FARMER**'s exclusive periods of possession, at the place designated in this Possession Order.
4. Return of Child by **CINDY GARZA FARMER** - **CINDY GARZA FARMER** is ORDERED to return the child to **JOHN CLINTON FARMER**, if **JOHN CLINTON FARMER** is entitled to possession of the child, at the end of each of **CINDY GARZA FARMER**'s exclusive periods of possession, at the place designated in this Possession Order.
5. Personal Effects - Each conservator is ORDERED to return with the child the personal effects that the child brought at the beginning of the period of possession.
6. Designation of Competent Adult - Each conservator may designate any competent adult known to the child to pick up and return the child, as applicable. IT IS ORDERED that a conservator or a designated competent adult known to the child be present when the child is picked up or returned.

7. Inability to Exercise Possession - Each conservator is ORDERED to give notice to the person in possession of the child on each occasion that the conservator will be unable to exercise that conservator's right of possession for any specified period.
8. Written Notice - Written notice, including notice provided by electronic mail or facsimile, shall be deemed to have been timely made if received or, if applicable, postmarked before or at the time that notice is due. Electronic mail shall be delivered to the recipient at the recipient's electronic mail address as follows:

**JOHN CLINTON FARMER:**      [jcfarmer@ics.ac](mailto:jcfarmer@ics.ac)

**CINDY GARZA FARMER:**      [cindygfarm@gmail.com](mailto:cindygfarm@gmail.com)

Each conservator is ORDERED to notify the other conservator of any change in the conservator's electronic mail address or facsimile number within twenty-four hours after the change.

9. Notice to School and **CINDY GARZA FARMER** - If **JOHN CLINTON FARMER**'s time of possession of the child ends at the time school resumes and for any reason the child is not or will not be returned to school, **JOHN CLINTON FARMER** shall immediately notify the school and **CINDY GARZA FARMER** that the child will not be or has not been returned to school.
10. Notice to School and **JOHN CLINTON FARMER** - If **CINDY GARZA FARMER**'s time of possession of the child ends at the time school resumes and for any reason the child is not or will not be returned to school, **CINDY GARZA FARMER** shall immediately notify the school and **JOHN CLINTON FARMER** that the child will not be or has not been returned to school.
11. Extracurricular Activities –

Each parent shall agree before enrolling the children in extracurricular activities that may occur partially while the children are with the other parent, and, if the parents are agreed, they shall make their best efforts to get the children to and from those activities when the children are with that parent.

Each parent shall make a good-faith effort to give information to the other parent about events and activities in the children's life

like school programs, concerts, award ceremonies, plays, sports events, and other events or activities in which the children are participating.

This concludes the Possession Order.

9.2 Duration

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

9.3 Termination of Orders

The provisions of this decree relating to conservatorship, possession, or access terminate on the remarriage of **JOHN CLINTON FARMER** to **CINDY GARZA FARMER** unless a nonparent or agency has been appointed conservator of the children under chapter 153 of the Texas Family Code.

**10. Child Support**

10.1 Monthly Obligation

a. IT IS ORDERED that **JOHN CLINTON FARMER** is obligated to pay and shall pay to **CINDY GARZA FARMER** child support of Two Thousand One Hundred Thirty-Seven Dollars (\$2,137.00) per month, with the first installment of Two Thousand One Hundred Thirty-Seven Dollars (\$2,137.00) being due and payable on November 1, 2016 and a like payment of Two Thousand One Hundred Thirty-Seven Dollars (\$2,137.00) being due and payable on the 1<sup>st</sup> 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. 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. any child's disabilities are otherwise removed for general purposes.
- b. Thereafter, **JOHN CLINTON FARMER** is ORDERED to pay to **CINDY GARZA FARMER** child support of One Thousand Seven Hundred Ten Dollars (\$1,710.00) per month, with the first payment of One Thousand Seven Hundred Ten Dollars (\$1,710.00) being due and payable on the 1st day of the first month immediately following the date of the earliest occurrence of one of the events specified above for another child and a like payment of One Thousand Seven Hundred Ten Dollars (\$1,710.00) being due and payable on the 1st day of each month thereafter until the next occurrence of one of the events specified above for the other child.

If the child is eighteen years of age and has not graduated from high school, IT IS AGREED and ORDERED that **JOHN CLINTON FARMER's** obligation to pay all such tuition and cost as support 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.

### 10.3 Withholding from Earnings

IT IS ORDERED that any employer of **JOHN CLINTON FARMER** shall be ordered to withhold from earnings for child support from the disposable earnings of **JOHN CLINTON FARMER** for the support of **ALEXANDRA D. FARMER AND KATHERINE A. FARMER**.

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

**CLINTON FARMER** pay the balance due directly to the state disbursement unit specified below.

On this date the Court signed an Order/Notice to Withhold Income for Child Support.

10.4 Payment

IT IS ORDERED that all payments shall be made through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791, and thereafter promptly remitted to **CINDY GARZA FARMER** for the support of the child. IT IS ORDERED that each party shall pay, when due, all fees charged to that party by the state disbursement unit and any other agency statutorily authorized to charge a fee.

10.4 Change of Employment

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

10.5 Clerk's Duties

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

**11. Health Care**

11.1 IT IS ORDERED that **JOHN CLINTON FARMER** and **CINDY GARZA FARMER** shall each provide medical support for each child as set out in this order as additional child support for as long as the Court may order **JOHN CLINTON FARMER** or **CINDY GARZA FARMER** to provide support for the child under sections 154.001 and 154.002 of the Texas Family Code. Beginning on the day **JOHN CLINTON FARMER** and **CINDY GARZA FARMER**'s actual or potential obligation to support a child under sections 154.001 and 154.002 of the Family Code terminates, IT IS ORDERED that **JOHN CLINTON FARMER** and **CINDY GARZA FARMER** are discharged from the obligations set forth in this medical support order with respect to that child for which the

event set out in the previous sentence occurs with respect to that child, except for any failure by a parent to fully comply with those obligations before that date.

11.2 Definitions -

- a. "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.
- b. "Reasonable cost" means the total cost of health insurance coverage for all children for which **JOHN CLINTON FARMER** is responsible under a medical support order that does not exceed 9 percent of **JOHN CLINTON FARMER's** annual resources, as described by section 154.062(b) of the Texas Family Code.
- c. "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.
- d. "Furnish" means -
  1. to hand deliver the document by a person eighteen years of age or older either to the recipient or to a person who is eighteen years of age or older and permanently resides with the recipient;
  2. to deliver the document to the recipient by certified mail, return receipt requested, to the recipient's last known mailing or residence address;
  3. 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; or
  4. to deliver the document to the recipient at the recipient's electronic mail address as follows:

**JOHN CLINTON FARMER:**      jcfarmer@ics.ac

**CINDY GARZA FARMER:**      cindygarzafarmer@gmail.com

and in the event of any change in either party's electronic mail address, that party is ORDERED to notify the other party of such change in writing within twenty-four hours after the change.

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

- a. Health insurance is available or is in effect for the children through **JOHN CLINTON FARMER** 's employment or membership in a union, trade association, or other organization at a reasonable cost.
- b. IT IS FURTHER FOUND that the following orders regarding health-care coverage are in the best interest of the children.

11.4 Provision of Health-Care Coverage -

- a. As child support, **JOHN CLINTON FARMER** is ORDERED to continue to maintain 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.
- b. **JOHN CLINTON FARMER** is ORDERED to maintain such health insurance in full force and effect on each child for so long as child support is payable for such child. **JOHN CLINTON FARMER** is ORDERED to convert any group insurance to individual coverage or obtain other health insurance for each child within fifteen days of termination of her employment or other disqualification from the group insurance. **JOHN CLINTON FARMER** 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.
- c. **JOHN CLINTON FARMER** is ORDERED to furnish **CINDY GARZA FARMER** the insurance cards and any other forms necessary for use of the insurance within 10 days of the signing of this order, if not already provided. **JOHN CLINTON FARMER** is ORDERED to provide, within ten days of receipt by him, to **CINDY GARZA FARMER** any insurance checks, other payments, or explanations of benefits relating to any medical expenses for the children that **CINDY GARZA FARMER** paid or



incurred.

- d. Pursuant to section 1504.051 of the Texas Insurance Code, IT IS ORDERED that if **JOHN CLINTON FARMER** is eligible for dependent health coverage but fails to apply to obtain coverage for the children, the insurer shall enroll the children on application of **CINDY GARZA FARMER** or others as authorized by law.
  - e. Pursuant to section 154.183(c) of the Texas Family Code, the reasonable and necessary health-care expenses of the children that are not reimbursed by health insurance are allocated as follows: **JOHN CLINTON FARMER** is ORDERED to pay 75 percent **CINDY GARZA FARMER** is ORDERED to pay 25 percent and of the unreimbursed health-care expenses if, at the time the expenses are incurred, **JOHN CLINTON FARME** is providing health insurance as ordered.
  - f. The party who incurs a health-care expense on behalf of a child is ORDERED to furnish to the other party all forms, receipts, bills, statements, and explanations of benefits reflecting the uninsured portion of the health-care expenses within thirty 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 thirty days after the nonincurring party receives the forms, receipts, bills, statements, and explanations of benefits.
  - g. These provisions apply to all unreimbursed health-care expenses of any child who is the subject of this suit that are incurred while child support is payable for that child.
- 11.5 Secondary Coverage - IT IS ORDERED that if a party provides secondary health insurance coverage for the children, 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 children and to ensure that the party who pays for health-care expenses for the children is reimbursed for the payment from both carriers to the fullest extent possible.
- 11.6 Compliance with Insurance Company Requirements - Each party is ORDERED to conform to all requirements imposed by the terms and conditions of the policy of health insurance covering the children in order to assure the 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 use "preferred providers," or services within the health maintenance organization, if available. Disallowance of the bill by a health insurer shall not excuse the obligation of either party to make payment. Excepting emergency health-care expenses incurred on behalf of the children, if a party incurs health-care expenses for the children using "out-of-network" health-care providers or services, or fails to follow the health insurance company procedures or requirements, that party shall pay all such health-care expenses incurred absent (1) written agreement of the parties allocating such health-care expenses or (2) further order of the Court.

11.7 Claims –

- a. Except as provided in this paragraph, the party who is not carrying the health insurance policy covering the children 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 children. 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 children, at that party's option, 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 children and receive payments directly from the insurance company. Further, for the sole purpose of section 1204.251 of the Texas Insurance Code, **CINDY GARZA FARMER** is designated the managing conservator or possessory conservator of the children.
- b. The party who is carrying the health insurance policy covering the children 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 a child to the insurance carrier within fifteen days of that party's receiving any form, receipt, bill, or statement reflecting the expenses.

- 11.8 Constructive Trust for Payments Received - IT IS ORDERED 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 a 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.

- 11.9 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 CHILDREN, 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 CHILDREN.

**12. Miscellaneous Child Support Provisions**

**12.1 Support as Obligation of Estate**

IT IS ORDERED that the provisions for child support in this decree shall be an obligation of the estate of **JOHN CLINTON FARMER** and shall not terminate on the death of **JOHN CLINTON FARMER**. Payments received for the benefit of the children, including payments from the Social Security Administration, Department of Veterans Affairs or other governmental agency or life insurance proceeds, annuity payments, trust distributions, or retirement survivor benefits, shall be a credit against this obligation. Any remaining balance of the child support is an obligation of **JOHN CLINTON FARMER's** estate.

**12.2 Termination of Orders on Remarriage of Parties but Not on Death of Oblige**

The provisions of this decree relating to current child support terminate on the remarriage of **JOHN CLINTON FARMER** to **CINDY GARZA FARMER** unless a nonparent or agency has been appointed conservator of the children under chapter 153 of the Texas Family Code. An obligation to pay child support under this decree does not terminate on the death of **CINDY GARZA FARMER** but continues as an obligation to **ALEXANDRA D. FARMER** and **KATHERINE A. FARMER**.

**13. Medical Notification**

- 13.1 Each party is ORDERED to inform the other party within 2 hours of any medical condition of the children requiring surgical intervention, hospitalization, or both.
- 13.2 Each party is further ORDERED to designate the other conservator as a person to whom protected health information regarding the children may be disclosed whenever the party executes an authorization for disclosure of protected health information pursuant to the HIPAA and 45 C.F.R. section 164.508.

**14. Information Regarding Parties**

Notice – This Document Contains Sensitive Data

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

Name: **CINDY GARZA FARMER**

Social Security number: XXX-XX-9180  
Driver's license number: XXXXX Issuing state: Texas  
Current residence address:  
Mailing address:  
Home telephone number:  
E-mail address: [cindygfarmer@gmail.com](mailto:cindygfarmer@gmail.com)  
Name of employer: None  
Address of employment: None  
Employment telephone number: None

Name: **JOHN CLINTON FARMER**

Social Security number: XXX-XX-3411  
Driver's license number: XXXX7419 Issuing state: Texas  
Current residence address: 1750 Skylar #2909, Houston, TX 77056  
Mailing address: 1750 Skylar #2909, Houston, TX 77056  
Home telephone number: 979-482-0133  
E-mail address: [jcfarmer@ics.ac](mailto:jcfarmer@ics.ac)  
Name of employer: ICS, Inc.  
Address of employment: 2802 FM 523, Freeport, Texas 77541  
Employment telephone number: 979-233-8144



**15. Required Notices**

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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 P.O. Box 4651, Houston, Texas 77210-4651. 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.
- 15.5 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.

**16. Warnings to Parties**

- 16.1 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.
- 16.2 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.
- 16.3 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.

**17. Division of Marital Estate**

- 17.1 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. JCF
- 17.2 The Court finds that the parties have entered into <sup>a property division</sup> ~~an Agreement Incident to Divorce~~, in a document ~~separate from~~ <sup>attached to</sup> this Agreed Final Decree of Divorce. The court approves the ~~agreement~~ <sup>Division</sup> and incorporates it by reference as part of the decree as if it were recited herein verbatim and both parties, and each of them, are ORDERED to do all things necessary to effectuate this agreement. ~~Without affecting the rights or obligations of either party, the parties agree that the Agreement Incident to Divorce shall not be filed with the Court and/or made part~~

~~of the public record of the proceedings in this matter, unless such filing is necessary to enforce terms of the Agreement Incident to Divorce.~~ JCF

a. Property to Husband -- IT IS ORDERED AND DECREED that the husband, **JOHN CLINTON FARMER**, is awarded as his sole and separate property, all property, real and personal, awarded to him in the ~~Agreement Incident to Divorce~~, and the wife is divested of all right, title, interest, and claim in and to that property. *Property Division*

b. Property to Wife -- IT IS ORDERED AND DECREED that the wife, **CINDY GARZA FARMER**, is awarded as her sole and separate property, all property, real and personal, awarded to her in the ~~Agreement Incident to Divorce~~, and the husband is divested of all right, title, interest, and claim in and to that property. *Property*

c. Confirmation of Separate Property to Husband - IT IS ORDERED that all property confirmed as **JOHN CLINTON FARMER** separate property in the ~~Agreement Incident to Divorce~~ is hereby confirmed as his separate property. *Property Division*

d. Confirmation of Separate Property to Wife - IT IS ORDERED that all property confirmed as **CINDY GARZA FARMER** separate property in the ~~Agreement Incident to Divorce~~ is hereby confirmed as her separate property. *Property Division*

e. Debts to Husband -- IT IS ORDERED AND DECREED that the husband, **JOHN CLINTON FARMER**, 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, the debts and liabilities awarded to him in the ~~Agreement Incident to Divorce~~. *Property Division*

f. Debts to Wife -- IT IS ORDERED AND DECREED that the wife, **CINDY GARZA FARMER**, 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, the debts and liabilities awarded to her in the ~~Agreement Incident to Divorce~~. *Property Division*

17.3 Muniment of Title – This decree shall serve as a muniment of title to transfer ownership of all property awarded to any party in this *Agreed Final Decree of Divorce*.

18. Notice

18.1 Any notice to be given under this Order by either party to the other must be in

writing and may be effected by registered or certified mail, return receipt requested.

- a. Notice to **CINDY GARZA FARMER** will be sufficient if made, addressed or emailed to **CINDY GARZA FARMER** at 5506 Russett Drive, Houston, Texas 77056, e-mail address [cindygarzafarmer@gmail.com](mailto:cindygarzafarmer@gmail.com).
- b. Notice to **JOHN CLINTON FARMER** will be sufficient if made or addressed to **JOHN CLINTON FARMER**, 1750 Skylar #2909, Houston, TX 77056; e-mail address [jcfarmer@ics.ac](mailto:jcfarmer@ics.ac).

18.2 Each party may change the address for notice to him or her by giving notice of that change in accordance with the provisions of this paragraph.

**19. Court Costs**

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

**20. 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.

**21. Decree Acknowledgment**

Petitioner, **CINDY GARZA FARMER** and Respondent, **JOHN CLINTON FARMER**, each acknowledge that before signing this *Agreed Final Decree of Divorce* they have read this *Agreed Final Decree of Divorce* fully and completely, have had the opportunity to ask any questions regarding the same, and fully understand that the contents of this *Agreed Final Decree of Divorce* constitute a full and complete resolution of this case. Petitioner and Respondent acknowledge that they have voluntarily affixed their signatures to this *Agreed Final Decree of Divorce*, believing this agreement to be a just and right division of the marital debt and assets, and state that they have not signed by virtue of any coercion, any duress, or any agreement other than those specifically set forth in this *Agreed Final Decree of Divorce*.

**22. Indemnification**

22.1 Each party represents and warrants that he or she has not incurred any outstanding debt, obligation, or other liability on which the other party is or may be liable, other than those described in this decree. Each party agrees and IT IS ORDERED that if any claim, action, or proceeding is hereafter initiated seeking to hold the



party not assuming a debt, an obligation, a liability, an act, or an omission of the other party liable for such debt, obligation, liability, act or omission of the other party, that other party will, at his or her sole expense, defend the party not assuming the debt, obligation, liability, act, or omission of the other party against any such claim or demand, whether or not well founded, and will indemnify the party not assuming the debt, obligation, liability, act, or omission of the other party and hold him or her harmless from all damages resulting from the claim or demand.

22.2 Damages, as used in this provision, includes any reasonable loss, cost, expense, penalty, and other damage, including without limitation attorney's fees and other costs and expenses reasonably and necessarily incurred in enforcing this indemnity.

22.3 IT IS ORDERED that the indemnifying party will reimburse the indemnified party, on demand, for any payment made by the indemnified party at any time after the entry of the divorce decree to satisfy any judgment of any court of competent jurisdiction or in accordance with a bona fide compromise or settlement of claims, demands, or actions for any damages to which this indemnity relates.

22.4 The parties agree and IT IS ORDERED that each party will give the other party prompt written notice of any litigation threatened or instituted against either party that might constitute the basis of a claim for indemnity under this decree.

**23. Clarifying Orders**

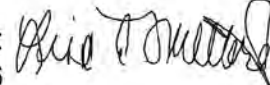
Without affecting the finality of this *Agreed Final Decree of Divorce*, this Court expressly reserves the right to make orders necessary to clarify and enforce this decree.

**24. 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.

**25. Date of Judgment**

This divorce judicially PRONOUNCED AND RENDERED in the 310<sup>th</sup> Judicial District Court of Harris County, Texas, on \_\_\_\_\_ and further noted on the court's docket sheet on the same date, but signed on \_\_\_\_\_.

Signed:   
10/27/2016

**JUDGE PRESIDING**

**APPROVED AS TO FORM ONLY:**

**RICARDO L. RAMOS, PLLC**

**LILLY, NEWMAN & VAN NESS, L.L.P.**

**RICARDO L. RAMOS**  
SBOT: 24027648  
440 Louisiana Street, Suite 1500  
Houston, Texas 77002  
713-224-7383 office  
713-227-0104 facsimile  
[service@rr-familylaw.com](mailto:service@rr-familylaw.com)  
ATTORNEY FOR PETITIONER

**BOBBY K. NEWMAN**  
SBOT: 00791347  
3355 West Alabama, Suite 444  
Houston, Texas 77098  
713-966-4444 office  
713-966-4466 facsimile  
[bknservice@lnvlaw.com](mailto:bknservice@lnvlaw.com)  
ATTORNEY FOR RESPONDENT

*Not  
Authentic  
Copy*

**APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:**

**PETITIONER**

**RESPONDENT**

**CINDY GARZA FARMER**

**JOHN CLINTON FARMER**

*Approved:*  
  
Jeff Uzile  
Arbitrator

NO. 2015-15899

IN THE MATTER OF  
THE MARRIAGE OF

CINDY GARZA FARMER  
AND  
JOHN CLINTON FARMER

AND IN THE INTEREST OF  
ALEXANDRA FARMER AND  
KATHERINE FARMER,  
MINOR CHILDREN

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

310<sup>TH</sup> JUDICIAL DISTRICT

~~AGREEMENT INCIDENT TO DIVORCE~~  
PROPERTY DIVISION

JCF

The parties to this agreement and their attorneys are-

Name of Party: **CINDY GARZA FARMER**  
Social Security Number: 461-39-3411  
Date of Birth: November 21, 1969  
Driver's License Number: \_\_\_\_\_ Issuing State: Texas

Attorney of Record: Ricardo L. Ramos  
State Bar Number: 24027648  
Attorney's e-mail address: [service@rr-familylaw.com](mailto:service@rr-familylaw.com)  
Attorney's Address: 440 Louisiana Street, Suite 1500  
Houston, Texas 77002  
Attorney's Phone Number: 713-224-7383  
Attorney's Fax Number: 713-227-0104

Name of Party: **JOHN CLINTON FARMER**  
Social Security Number: 464-39-3411  
Date of Birth: February 10, 1971  
Driver's License Number: 01127419 Issuing State: Texas

Attorney of Record: Bobby K. Newman  
State Bar Number: 00791347  
Attorney's e-mail address: [bknservice@lnvlaw.com](mailto:bknservice@lnvlaw.com)  
Attorney's Address: 3355 West Alabama, Suite 444  
Houston, Texas 77098  
Attorney's Phone Number: 713-966-4444  
Attorney's Fax Number: 713-966-4466

To the extent permitted by law, the parties stipulate that this agreement is enforceable as a contract. In consideration of the mutual undertakings and obligations contained in this agreement, the parties agree as follows:

**Article 1**  
**Division of Marital Estate**

**1.1 Just and Right Division**

*Property Division* *JCF*  
This agreement provides a just and right division of the marital estate, having due regard for the rights of each party.

Assets to JOHN CLINTON FARMER

**JOHN CLINTON FARMER** is awarded the following property as his sole and separate property and shall possess and enjoy that property and **CINDY GARZA FARMER** partitions to **JOHN CLINTON FARMER**, and is divested of all right, title, interest, and any claim in and to the following property:

H-1. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security system access and code, garage door opener, warranties and service contracts, and title and closing documents:

Lot 9, Edgewater Plus Part ADJHOA, Travis County, Texas; and more commonly known as 1217 Challenger, Lakeway, Texas 78734.

H-2. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security system access and code, garage door opener, warranties and service contracts, and title and closing documents:

25% interest in Brazosport IND PARK LOT 70 (A0009 B T ARCHER); and more commonly known as the Lot in Oyster Creek.

H-3. One-half of all household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment located at 5506 Russet Drive, Houston, Texas. If the parties cannot agree to an equal division, the issue shall be submitted to binding arbitration with Jeff Uzick and each party shall have no more than 45 minutes to present his or her side of the case in arbitration.

H-4. One-half of the contents of the safe located at 5506 Russet Drive, Houston, Texas (excluding wife's jewelry which is awarded to her herein below) and specifically including but not limited to the following items:



- a. One - 1 oz. collectible Spanish "Piece of Eight" gold coin;
- b. Twenty - 1 oz. Canadian Maple Leaf gold coins;
- c. Five - 1 oz. Canadian Maple Leaf platinum coins; and
- d. Four - 1 oz. collectible Buffalo gold coins (1 to husband, 1 to wife and 1 each to Alexandra Farmer and Katherine Farmer).

Any disputes as to the award or how to divide the contents of the safe shall be submitted to binding arbitration with Jeff Uzick within 30 days of a request by either party to arbitrate. The fees related to the arbitration shall be paid 50% by each party before the arbitration starts but such fees are subject to reallocation upon the conclusion of arbitration by the arbitrator.

- H-5. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment located at 1750 Skylar #2909, Houston, Texas 77056.
- H-6. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment located at 1217 Challenger, Lakeway, Texas 78734.
- H-7. All clothing, jewelry, and other personal effects in the possession of the husband or subject to his sole control.
- H-8. All funds on deposit, together with accrued but unpaid interest, in the following banks, savings institutions, or other financial institutions:
- a. Wells Fargo account ending in 3688, in the name of **JOHN CLINTON FARMER.**
  - b. Wells Fargo account ending in 9023, in the name of **JOHN CLINTON FARMER.**
  - c. Prosperity Bank account ending in 7664, in the name of **JOHN CLINTON FARMER.**
  - d. Iberia Bank account ending in 6589, in the name of **JOHN CLINTON FARMER.**
- H-9. A portion of **JOHN CLINTON FARMER's** retirement benefits in Paychex 401(k) Profit Sharing Plan and Trust Plan #251241 arising out of **JOHN CLINTON FARMER's** employment with Paychex as of September 19, 2016, that portion being fifty percent (50%), together with any interest, dividends, gains, or losses on that amount arising since that and all contributions made after that date.
- H-10. All individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits in the husband's name, including but not limited to: Wells Fargo IRA/SEP account ending in 9112.

- H-11. All policies of life insurance (including cash values) insuring the husband's life.
- H-12. All brokerage accounts, stocks, bonds, mutual funds, and securities registered in the husband's name, together with all dividends, splits, and other rights and privileges in connection with them, including but not limited to: Scottrade account ending in 4985.
- H-13. One-half of 25,000 shares of Georgia Primary Bank Stock.
- H-14. The 2016 GMC Yukon XL, vehicle identification number 1GKS1HKJ3GR261388, in husband's name, together with all prepaid insurance, keys, and title documents.
- H-15. The 2011 Cobalt 232 boat, serial number FGE23050J011, together with all prepaid insurance, keys, and title documents.
- H-16. Leasehold interest in the 2014 Mercedes S550.
- H-17. All Travel/Award/Reward Programs/Clubs/Memberships in the name of Husband.
- H-18. Note receivable from ICS, Inc. in the amount of \$88,530.00

**Assets to CINDY GARZA FARMER**

**CINDY GARZA FARMER** is awarded the following property as her sole and separate property and shall possess and enjoy that property and **JOHN CLINTON FARMER** partitions to **CINDY GARZA FARMER** and is divested of all right, title, interest, and any claim in and to the following property:

- W-1. One-half of all household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment located at 5506 Russet Drive, Houston, Texas. If the parties cannot agree to an equal division, the issue shall be submitted to binding arbitration with Jeff Uzick and each party shall have no more than 45 minutes to present his or her side of the case in arbitration.
- W-2. One-half of the contents of the safe located at 5506 Russet Drive, Houston, Texas (excluding wife's jewelry which is awarded to her herein below) and specifically including but not limited to the following items:
  - e. One - 1 oz. collectible Spanish "Piece of Eight" gold coin;
  - f. Twenty - 1 oz. Canadian Maple Leaf gold coins;
  - g. Five - 1 oz. Canadian Maple Leaf platinum coins; and
  - h. Four - 1 oz. collectible Buffalo gold coins (1 to husband, 1 to wife and 1 each to Alexandra Farmer and Katherine Farmer).

Any disputes as to the award or how to divide the contents of the safe shall be

submitted to binding arbitration with Jeff Uzick within 30 days of a request by either party to arbitrate. The fees related to the arbitration shall be paid 50% by each party before the arbitration starts but such fees are subject to reallocation upon the conclusion of arbitration by the arbitrator.

- W-3. All clothing, jewelry, and other personal effects in the possession of the wife or subject to her sole control.
- W-4. All funds on deposit, together with accrued but unpaid interest, in BBVA account ending in 0760 in the wife's name.
- W-5. All individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits in the wife's name, including but not limited to: Wells Fargo IRA account ending in 2644.
- W-6. A portion of **JOHN CLINTON FARMER's** retirement benefits in Paychex 401(k) Profit Sharing Plan and Trust Plan #251241 arising out of **JOHN CLINTON FARMER's** employment with Paychex as of September 19, 2016, that portion being fifty percent (50%), together with any interest, dividends, gains, or losses on that amount arising since that date and more particularly defined in a Qualified Domestic Relations Order signed by the Court on the day this Final Decree of Divorce is signed.
- W-7. All policies of life insurance (including cash values) insuring the wife's life.
- W-8. All Travel/Award/Reward Programs/Clubs/Memberships in the name of Wife.
- W-9. One-half of 25,000 shares of Georgia Primary Bank Stock.
- W-10. The 2014 Mercedes G550, vehicle identification number \_\_\_\_\_, together with all prepaid insurance, keys, and title documents.
- W-11. The 2008 Range Rover, vehicle identification number \_\_\_\_\_, together with all prepaid insurance, keys, and title documents.
- W-12. ~~IT IS ORDERED that judgment is awarded to SHERRI A. EVANS in the amount of THIRTEEN THOUSAND THREE HUNDRED FORTY THREE and 92/100 dollars (\$13,343.92) for reasonable attorney's fees, expenses, and costs, with interest at five percent (5%) per year compounded annually from the date the judgment is signed until paid. The judgment, for which let execution issue, is awarded against CINDY GARZA FARMER, and CINDY GARZA FARMER is ORDERED to pay those fees, expenses, costs, and interest, by cash, cashier's check, or money order, directly to SHERRI A. EVANS at 109 North Post Oak Lane, Suite 425, Houston, Texas 77024 on or before 5:00 p.m. on October 31, 2016. IT IS ORDERED that SHERRI A. EVANS may enforce this judgment for fees, expenses, and costs in her own name by any means available for the~~ JCF

~~enforcement of a judgment for debt.~~

Debts Payable by JOHN CLINTON FARMER

The husband, **JOHN CLINTON FARMER** will pay, as part of the division of the estate of the parties, and will indemnify and hold **CINDY GARZA FARMER** and her property harmless from any failure to so discharge, these items:

- H-1. The balance due, including principal, interest, tax, and insurance escrow, on the promissory note executed by Clinton Farmer, in the original principal sum of \$900,000.00 dated August 20, 2010, payable to Well Fargo, and secured by deed of trust on the real property located at 1217 Challenger, Lakeway, Texas awarded in this decree to the husband.
- H-2. The balance due, including principal, interest, and all other charges, on the promissory note payable to TD Auto Finance LLC, and given as part of the purchase price of and secured by a lien on the 2016 GMC Yukon XL motor vehicle awarded to the husband
- H-3. All outstanding debts, charges, liabilities, and other obligations incurred solely by the husband unless express provision is made in this agreement to the contrary.
- H-4. 100% of the following debts, charges, liabilities, and obligations from the following:
  - a. American Express joint account ending 2000 as of 9/12/2016;
  - b. Chase joint account ending 2443 as of 9/12/2016; and
  - c. Kinkaid fee due summer of 2016 and all tuition, books, activity fees and other fees and costs if required for the children to attend Kinkaid school for so long as Clinton Famer elects for the children to attend Kinkaid school;
  - d. \$29,000.00 towards the following credit cards as it comes due. He shall pay at a minimum the minimum balance due each month until at least \$29,000.00 is paid:
    - 1. BBVA credit card ending 5099;
    - 2. Chase SW ending 9004.
- H-5. All outstanding encumbrances, ad valorem taxes, liens, assessments, or other charges due or to become due on the real and personal property the husband is to receive under this agreement unless express provision is made in this agreement to the contrary.
- H-6. 100% of the outstanding fees owed to any expert retained and to Lilly, Newman & Van Ness, L.L.P. incurred by **JOHN CLINTON FARMER** for representation in this case.



Debts Payable by CINDY GARZA FARMER

The wife, **CINDY GARZA FARMER**, will pay, as a part of the division of the estate of the parties, and will indemnify and hold **JOHN CLINTON FARMER** and his property harmless from any failure to so discharge these items:

- W-1. 100% of the debt on the following credit cards in excess of \$29,000.00:
  - a. BBVA account ending 5099; and
  - b. Chase SW account ending 9004.
- W-2. All outstanding debts, charges, liabilities, and other obligations incurred solely by the wife unless express provision is made in this agreement to the contrary.
- W-3. All outstanding encumbrances, ad valorem taxes, liens, assessments, or other charges due or to become due on the real and personal property the wife is to receive under this agreement unless express provision is made in this agreement to the contrary.
- W-4. 100% of the outstanding fees owed to any expert retained by **CINDY GARZA FARMER**.
- W-5. All outstanding attorney's fees and costs associated with claims for fees incurred by **CINDY GARZA FARMER**, including Ricardo L Ramos, PLLC SHERRI A. EVANS and BUCKY ALLSHOUSE and their law firms

Notice

Each party will 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.

**1.2 Attorney's Fees**

To effect an equitable division of the estate of the parties and as a part of the division, each party will be responsible for his or her own outstanding attorney's fees incurred as a result of legal representation in this case.

**1.4 Undivided Assets and Liabilities Not Expressly Assumed**

Any asset not divided are awarded by the Decree of Divorce and Agreement Incident to Divorce between the parties is subject to future division as set out in the Texas Family Code.

As a part of the division of the estate of the parties, any community liability not expressly assumed by a party under this agreement will be paid by the party incurring the liability, which

will indemnify and hold the other party and his or her property harmless from any failure to so discharge the liability.

**1.5 Confirmation of Separate Property**

The following property is confirmed as the separate property of JOHN CLINTON FARMER:

- HSP-1. 25% interest in the business known as ICS, Inc. including but not limited to all furniture, fixtures, machinery, equipment, inventory, cash, receivables, accounts, goods, and supplies; all personal property used in connection with the operation of the business; and all rights and privileges, past, present, or future, arising out of or in connection with the operation of the business, including the following.
  - a. 250 shares of ICS, Inc. stock.
- HSP-2. One Silver Balboa Panama coin.
- HSP-3. All firearms in either parties' possession.

**1.6 Confirmation of Property to be held for ALEXANDRA D. FARMER and KATHERINE A. FARMER IV to be managed by JOHN CLINTON FARMER.**

The parties agree and IT IS ORDERED that the following described property is not specifically awarded to either JOHN CLINTON FARMER or CINDY GARZA FARMER, but shall be held and managed by JOHN CLINTON FARMER for the benefit of the parties' children, ALEXANDRA D. FARMER and KATHERINE A. FARMER, with an annual accounting to CINDY GARZA FARMER:

- CP-1. All funds on deposit, together with accrued but unpaid interest, in the following banks, savings institutions, or other financial institutions:
  - a. Wells Fargo #0560 FBO Alexandra;
  - b. Wells Fargo #179 FBO Katherine; and
  - c. Wells Fargo #5307 FBO Alexandra.

**Article 2**

**Provisions Dealing with Sale of Residence Located at 5506 Russett Drive, Houston, Texas**

2.1. The property and all improvements located thereon at Lot 19, Block 15, Tanglewood, Section 10, according to the map, plat, or deed records of Harris County, Texas, and more commonly known as 5506 Russett Drive, Houston, Harris County, Texas, shall be sold under the following terms and conditions:

2.2. The parties shall list the property with Ruthie Porterfield, a duly licensed real estate broker.

2.3. It is agreed that the **JOHN CLINTON FARMER** shall have exclusive control of the sale in all things.

2.4. **JOHN CLINTON FARMER** shall continue to make all payments of principal, interest, taxes, and insurance on the property during the pendency of the sale, and **JOHN CLINTON FARMER** shall have the exclusive right to enjoy the use and possession of the premises beginning at 6:00 p.m. on the 60<sup>th</sup> day after rendition until closing. **CINDY GARZA FARMER** shall vacate the property on the earlier of (1) 60 days of the date of rendition of the divorce or (2) the closing of the sale. All maintenance and repairs necessary to keep the property in its present condition shall be paid by **JOHN CLINTON FARMER**.

2.5. The net sales proceeds (defined as the gross sales price less cost of sale and full payment of any mortgage indebtedness or liens on the property taxes owed or other obligations deducted from the gross sales proceeds at closing) shall be distributed as follows and in the following order:

- a. first, net proceeds shall be paid to **JOHN CLINTON FARMER** in an amount equal to all funds expended by him towards expenses related to the property after the date of rendition of the divorce including but not limited to mortgage, insurance, taxes, repairs, maintenance and all other expenses related in any way to the property.
- b. 50% to of net proceeds, after item (a.) above is distributed, to **JOHN CLINTON FARMER**.
- c. 50% to of net proceeds, after item (a.) above is distributed, to **CINDY GARZA FARMER**.

~~Additionally, and notwithstanding any other agreements all funds tendered for earnest money on a contract to purchase the property referenced in this section which is surrendered by a party that contracted to purchase the property but did not close on the sale shall be first applied to the parties 2015 outstanding income tax obligation in the approximate amount of \$112,000.00 first and then such sums if in excess of the 2015 income tax obligation shall be applied as set out in a, b and c above.~~

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**Article 3**  
**Transfer and Delivery of Property**

**3.1 Execution of Instruments by JOHN CLINTON FARMER**

**JOHN CLINTON FARMER** will appear in the law offices of Ricardo L. Ramos, PLLC, 440 Louisiana Street, Suite 1500, Houston, Texas 77002, within 72 hours of presentation of documents, and will execute, have acknowledged, and deliver to **CINDY GARZA FARMER** these instruments:

1. Power of attorney to transfer motor vehicles (2014 Mercedes G550 and 2008 Range Rover); and
2. All other documents necessary to effectuate the transfer of property as ordered herein.
3. Deed of Trust to Secure Assumption (Challenger property).

**3.2 Execution of Instruments by CINDY GARZA FARMER**

**CINDY GARZA FARMER** will appear in the law offices of Lilly, Newman & Van Ness, L.L.P., 3355 West Alabama, Suite 444, Houston, Texas 77098 within 72 hours of presentation of documents, and will execute, have acknowledged, and deliver to **JOHN CLINTON FARMER** these instruments:

1. Power of attorney to transfer motor vehicles (2016 GMC Yukon & 2011 Cobalt 232 boat); and
2. All other documents necessary to effectuate the transfer of property as ordered herein.
3. Special Warranty Deeds (Challenger and Lot in Oyster Creek property).
4. Special Warranty Deed on 5506 Russett Drive, Houston, Texas (the parties acknowledge that the execution of this deed does not effect the interest in the property awarded to the wife but rather is a vehicle to permit husband control of the sale as set out herein).
5. All documents, within 12 hours of it being resented to the wife, related to the sale of 4406 Russet Drive, Houston, Texas 77056.

**Article 4**  
**Alimony**

*Purpose and Intent of Article*

It is the mutual desire of the parties to provide a continuing measure of support for **CINDY GARZA FARMER**, Receiving Party, after divorce. These support payments undertaken by **JOHN CLINTON FARMER**, Paying Party, are intended to qualify as contractual alimony as that term is defined in section 71(a) of the Internal Revenue Code of 1986 ("the Code"), as amended, and are intended to be includable in the gross income of Receiving Party under section 71(a) of the Code and deductible by Paying Party under section 215(a) of the Code. All provisions of this article will be interpreted in a manner consistent with that intention.



*Terms, Conditions, and Contingencies*

**Amount**—**JOHN CLINTON FARMER** will pay to **CINDY GARZA FARMER** Nine Thousand One Hundred Sixty-Six and 66/100 dollars (\$9,166.66) per month as alimony. These payments will be payable monthly, on or before the 1<sup>st</sup> day of each month, beginning on October 1, 2016 for a period of sixty (60) months.

**Term**—The payments will end on October 1, 2021, with the last payment being due on October 1, 2016, providing all payments have been made unless it terminates sooner under the terms set out herein.

**Death of Receiving Party**—The alimony will continue as provided above but will terminate at the death of Receiving Party. There is no liability for Paying Party to make any payments for any period after the death of Receiving Party, and there is no liability for Paying Party to make any payment in cash or property as a substitute for such payments after the death of Receiving Party.

**Claim against Estate** – If Paying Party dies before fulfilling the obligations of this article, the remaining obligations under this article will fully bind Paying Party's estate. The remaining obligation may be discharged by life insurance payable to Receiving Party equal to the sum of the then-remaining alimony payments under this article.

**Payment Procedures**—All alimony payments, except as provided otherwise, will be made by personal check, money order, or cashier's check payable to **CINDY GARZA FARMER**. All payments sent by mail should be addressed as follows: 5506 Russett Drive, Houston, Texas 77056 or at such other address of which **CINDY GARZA FARMER** notifies **JOHN CLINTON FARMER** in writing. Payments will be timely made if deposited in the U.S. mail on or before the date provided for the payment under this article and if delivered to Receiving Party no more than ten days later

**Default and Acceleration** – Paying Party agrees that time is of the essence in the payment of the periodic alimony payments. If default is made by Paying Party in the prompt payment of any periodic amounts due under the terms of this agreement and the default continues for a period of more than 30 days, the entire remaining alimony obligation of Paying Party, at the option of Receiving Party, will then be accelerated and will become immediately due and payable, together with an amount sufficient to reimburse Receiving Party for any tax and/or penalty resulting from the default by Paying Party.

**Intended Tax Impact**- In accordance with section 71 of the Code, all alimony payments made under this article will be includable as income on Receiving Party's income tax returns beginning in calendar year 2016. In addition, those payments will be deductible on Paying Party's income tax returns in accordance with section 215 of the Code beginning in the same calendar year.

All payments made under this article are taxable to Receiving Party and includable in Receiving Party's gross income, and Receiving Party agrees to report them in Receiving Party's federal income tax return and to pay all taxes due thereon. Receiving Party agrees to furnish

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written assurance signed by Receiving Party and by any tax return preparer that payments made under this article have been included as income in Receiving Party's federal income tax return for the applicable year. The written assurance will be given at the time the federal income tax return is filed.

Paying Party will be entitled to deduct all payments from Paying Party's federal income tax return.

If Receiving Party fails and refuses to include the alimony payments in Receiving Party's gross income, Paying Party's obligation to make payments will be suspended until all the amounts paid have been included in Receiving Party's gross income, at which time the payments will be resumed and Paying Party will immediately pay any amounts held in suspense.

Indemnification- If a final determination is made by the Internal Revenue Service or by a court of competent jurisdiction that the payments under this article are not deductible as alimony for any reason, then the payments due under this article will be reduced by the additional tax actually paid by Paying Party in connection with the obligation.

#### Nontransferability

Neither the agreement to pay alimony nor the right to receive alimony under this article is assignable or transferable.

## ARTICLE 5

### INCOME TAXES

IT IS ORDERED AND DECREED that **JOHN CLINTON FARMER** and **CINDY GARZA FARMER** shall be equally responsible for all federal income tax liabilities of the parties from the date of marriage through December 31, 2015, and each party shall timely pay 50 percent of any deficiencies, assessments, penalties, or interest due thereon and shall indemnify and hold the other party and his or her property harmless from 50 percent of such liabilities unless such additional tax, penalty, and/or interest resulted from a party's omission of taxable income or claim of erroneous deductions. In such case, the portion of the tax, penalty, and/or interest relating to the omitted income or claims of erroneous deductions shall be paid by the party who earned the omitted income or proffered the claim for an erroneous deduction. The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

IT IS ORDERED AND DECREED that if a refund is made for overpayment of taxes for any year during the parties' marriage through December 31 of 2015, each party shall be entitled to one-half of the refund, and the party receiving the refund check is designated a constructive trustee for the benefit of the other party, to the extent of one-half of the total amount of the refund, and shall pay to the other party one-half of the total amount of the refund check within five days of receipt of the refund check. Either party is ORDERED to endorse a refund check on

presentation by the other party.

IT IS ORDERED AND DECREED that, for the calendar year 2016, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

IT IS ORDERED AND DECREED that, for calendar year 2016, each party shall timely pay and indemnify and hold the other party and his or her property harmless from any federal income tax liability attributable to the personal earnings of the reporting party and any net income resulting from property subject to the sole management and control of the reporting party from January 1 of that year through the date of divorce and for all such post-divorce earnings and income.

IT IS ORDERED AND DECREED that each party shall be entitled to use as a credit against his or her tax liability all estimated tax payments, credit for tax payments made in prior years, and withholdings made solely in the name of the reporting party and 50 percent of such estimated tax payments, credit for tax payments, and withholdings made in the names of both parties before the date of divorce together with any net loss resulting from property subject to the sole management and control of the reporting party and 50 percent of any net loss attributable to property subject to the joint management of the parties.

IT IS ORDERED AND DECREED that for calendar year 2016, 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 2016 within thirty days of receipt of a written request for the information, and in no event shall the available information be exchanged later than March 1, 2017. As requested information becomes available after that date, it shall be provided within ten days of receipt.

IT IS ORDERED AND DECREED that each party shall pay for the preparation of his or her return for 2016.

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.

IT IS AGREED that each party shall have the dependency exemption for each child for which he or she has the exclusive right to establish the primary residence of the child during the

period that such party has or could potentially have the obligation to pay child support for such child.

## **Article 6 General Provisions**

### **6.1 Mutual Global Release of All Claims**

Each party to this agreement releases the other and his agents and attorneys from all claims, liabilities, debts, obligations, actions, and causes of action whether based in contract, tort, equity or any other theory of recovery except as reserved or created herein. However, notwithstanding any other provision herein, neither party is released or discharged from any obligation contained in this agreement or created under any instrument or document executed in accordance with this agreement.

### **6.2 Indemnification**

Each party represents and warrants that he or she has not incurred any outstanding debt, obligation, or other liability on which the other party is or may be liable, other than those described in this agreement. Each party agrees that if any claim, action, or proceeding is hereafter initiated seeking to hold the party not assuming a debt, an obligation, a liability, an act, or an omission of the other party liable for such debt, obligation, liability, act, or omission of the other party, that other party will, at his or her sole expense, defend the party not assuming the debt, obligation, liability, act, or omission of the other party against any such claim or demand, whether or not well founded, and will indemnify the party not assuming the debt, obligation, liability, act, or omission of the other party and hold him or her harmless from all damages resulting from the claim or demand.

Damages, as used in this provision, includes any reasonable loss, cost, expense, penalty, and other damage, including without limitation attorney's fees and other costs and expenses reasonably and necessarily incurred in enforcing this indemnity.

The indemnifying party will reimburse the indemnified party on demand for any payment made by the indemnified party at any time after the entry of the divorce decree to satisfy any judgment of any court of competent jurisdiction or in accordance with a bona fide compromise or settlement of claims, demands, or actions for any damages to which this indemnity relates.

Each party will give the other party prompt written notice of any litigation threatened or instituted against either party that might constitute the basis of a claim for indemnity under this agreement.

### **6.3 Litigation**

Each party represents and warrants that there are no known actions, suits, or proceedings pending or threatened against either party or the community estate or affecting any community



properties or rights, at law or in equity or before any federal, state, municipal, or other governmental agency or instrumentality, domestic or foreign, and that he or she is not aware of any facts that might result in any action, suit, or proceeding.

#### **6.4 Execution of Other Documents**

Each party will, within ten days of receiving written notice from the other party, execute and deliver to the other party any deeds, bills of sale, assignments, consents to change of beneficiaries of insurance policies, tax returns, and other documents and will do or cause to be done any other reasonable and necessary acts and things as may be necessary to effectuate the provisions and purposes of this agreement. If either party fails to comply with this provision, that party will pay to the other all attorney's fees, costs, and other expenses reasonably and necessarily incurred as a result of that failure.

#### **6.5 Entire Agreement**

This ~~Agreement Incident to Divorce~~ <sup>Property Division</sup> and the Agreed Final Decree of Divorce supersedes all other agreements, either oral or in writing, between the parties relating to the rights and liabilities arising out of their marriage. This ~~Agreement Incident to Divorce~~ <sup>Property Division</sup> and the Agreed Final Decree of Divorce contains the entire agreement of the parties. JCF

#### **6.6 Partial Invalidity**

If any provision of this agreement is for any reason found to be unenforceable, all other provisions will nevertheless remain enforceable.

#### **6.7 No Construction against Draftsman**

No provision of this agreement may be interpreted for or against any party because the party or his or her legal representative drafted the provision.

#### **6.8 Waiver of Breach**

The waiver of any breach of any provision of this agreement will not waive any other breach of that or any other provision.

#### **6.9 Amendment or Modification**

This agreement may be amended or modified only by a written instrument signed by both parties.

#### **6.10 Successors and Assigns**

This agreement, except as it otherwise expressly provides, will bind and inure to the benefit of the respective legatees, devisees, heirs, executors, administrators, assigns, and successors in interest of the parties.

**6.11 Notice**

Any notice to be given under this agreement by either party to the other must be in writing and may be effected by registered or certified mail, return receipt requested. Notice to **CINDY GARZA FARMER** will be sufficient if made or addressed to **CINDY GARZA FARMER** 5506 Russett Drive, Houston, Texas 77056 Notice to **JOHN CLINTON FARMER** will be sufficient if made or addressed to **JOHN CLINTON FARMER, ICS, Inc, P.O. Box 2008, Freeport, TX 77542.**

Each party may change the address for notice to him or her by giving notice of that change in accordance with the provisions of this paragraph.

**6.12 Law Governing Agreement**

This agreement must be construed, and its performance enforced, under Texas law.

**6.13 Attorney's Fees and Expenses for Enforcement**

Reasonable attorney's fees and expenses of a party incurred in successfully prosecuting or defending a suit under this agreement against the other party or the other party's estate will be recoverable by the successful party in the action.

**6.14 Place of Performance**

All rights, duties, and obligations under this agreement are payable and enforceable in Harris County, Texas.

**6.15 Bill of Review**

If either party seeks a modification of this agreement by equitable bill of review and the initiating party fails to succeed in setting aside this agreement, the initiating party will be liable to the defending party for any costs, attorney's fees, consultant's fees, appraisal fees, and any other expenses incurred in defending the action.

**6.16 Discharge from Discovery Retention Requirement**

The parties will jointly move the Court to order that they 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.

**6.17 Merger of Mediation Agreement**

This agreement is stipulated to represent a merger of a mediation agreement between the parties. To the extent there exist any differences between the mediation agreement and this

agreement, this agreement shall control in all instances.

**6.18 Agreement Voluntary and Clearly Understood**

Each party to this agreement-

- (a) is completely informed of the facts relating to the subject matter of this agreement and of the rights and liabilities of both parties;
- (b) enters into this agreement voluntarily after receiving the advice of independent counsel or declining to retain independent counsel although being advised to do so;
- (c) has given careful and mature thought to the making of this agreement;
- (d) has carefully read each and every provision of this agreement;
- (e) completely understands the provisions of this agreement, concerning both the subject matter and the legal effect;
- (f) stipulates this agreement to be a just and right division of marital debts and assets; and
- (g) states that this agreement was signed without any coercion, any duress, or any agreement other than those specifically set forth in this agreement.

EXECUTED in multiple originals on the date of the acknowledgments shown below, with originals for the parties and their attorneys.

\_\_\_\_\_  
CINDY GARZA FARMER

STATE OF TEXAS       §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on \_\_\_\_\_ by  
**CINDY GARZA FARMER.**

\_\_\_\_\_  
Notary Public, State of Texas



  
\_\_\_\_\_  
JOHN CLINTON FARMER

STATE OF TEXAS       §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on \_\_\_\_\_ by  
JOHN CLINTON FARMER.

\_\_\_\_\_  
Notary Public, State of Texas


APPROVED AS TO FORM ONLY:

RICARDO L. RAMOS, PLLC

LILLY, NEWMAN & VAN NESS, L.L.P.

\_\_\_\_\_  
RICARDO L. RAMOS  
SBOT: 24027648  
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713-224-7383 office  
713-227-0104 facsimile  
[service@rr-familylaw.com](mailto:service@rr-familylaw.com)  
ATTORNEY FOR PETITIONER

\_\_\_\_\_  
BOBBY K. NEWMAN  
SBOT: 00791347  
3355 West Alabama, Suite 444  
Houston, Texas 77098  
713-966-4444 office  
713-966-4466 facsimile  
[bknservice@lnvlaw.com](mailto:bknservice@lnvlaw.com)  
ATTORNEY FOR RESPONDENT

Approved:   
Arbitrator



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this June 23, 2017

Certified Document Number: 72522373 Total Pages: 50

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

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**B**

FARMER, CINDY GARZA  
vs.  
FARMER, JOHN CLINTON

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310th DISTRICT COURT  
HARRIS COUNTY, TEXAS

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\_\_\_\_\_  
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**SCHEDULING ORDER and NOTICE OF INTENT TO DISMISS**

\*\*\* ALL DEADLINES ARE PRIOR TO TRIAL SETTING DATE \*\*\*

\*\*Rule 11 Agreements will NOT delay trial date \*\*

It is hereby ORDERED that:

1. PRIOR TO TRIAL, parents shall file with the court proof of completion of an approved PARENT EDUCATION PROGRAM if visitation and/or custody is an issue.
2. PRIOR TO TRIAL, parties must either (a) have completed ALTERNATIVE DISPUTE RESOLUTION or (b) have set and have heard an objection to Alternative Dispute Resolution.
3. PRIOR TO TRIAL, spouses shall exchange a sworn INVENTORY AND APPRAISEMENT prepared in conformity with Local Rule 4.4. Compliance with this paragraph is not a substitute for the requirements in Local Rule 4.3. All supplements must be filed 10 days prior to trial setting.
4. BY TEXAS RULES OF CIVIL PROCEDURE, all parties must be added (JOINDER) and served, whether by amendment or third party practice. THE PARTY CAUSING THE JOINDER SHALL PROVIDE A COPY OF THIS SCHEDULING ORDER AT THE TIME OF APPEARANCE.
5. BY TEXAS RULES OF CIVIL PROCEDURE, all DISCOVERY must be completed and DEPOSITION notices must be filed by this date. LATE discovery may be initiated by stipulation in conformity with Rule 11, Tex. Rules of Civil Procedure. Incomplete discovery will not delay the trial date.
6. BY TEXAS RULES OF CIVIL PROCEDURE regarding PLEADINGS, all amendments and supplements must be filed. This order does not preclude prompt filing of pleadings directly responsive to any timely filed pleadings.

NOTICE OF INTENT TO DISMISS ON TRIAL DATE. THIS CASE MAY BE DISMISSED FOR WANT OF PROSECUTION ON DATE OF TRIAL if, by the trial date there is no:

- a. Service with citation; or
- b. Answer on file; after proper service with citation, and no default Judgment signed; or
- c. Properly executed Waiver on file;
- d. Mediation Completed

7. PRETRIAL CONFERENCE at \_\_\_\_\_ set by court or upon motion.  
It is further Ordered that any necessary paternity testing shall be completed and results obtained by this date so proceedings required by TFC 160.105-.108 may be conducted.

8. 09/23/2015 TRIAL at 09:00 AM THIS CASE IS SET FOR TRIAL ON THE MERITS ON THIS DATE. If not assigned by the second Friday after this date, this case will be reset.

SIGNED 05/18/2015



J.d. Bucky Allshouse  
3 Riverway Ste 1420  
Houston TX 77056-1848

LISA MILLARD  
Judge, 310TH DISTRICT COURT

01104600



FARMER, CINDY GARZA  
vs.  
FARMER, JOHN CLINTON

\*  
\*  
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310th DISTRICT COURT  
HARRIS COUNTY, TEXAS

\_\_\_\_\_  
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\_\_\_\_\_

**SCHEDULING ORDER and NOTICE OF INTENT TO DISMISS**

\*\*\* ALL DEADLINES ARE PRIOR TO TRIAL SETTING DATE \*\*\*

\*\*Rule 11 Agreements will NOT delay trial date \*\*

It is hereby ORDERED that:

1. PRIOR TO TRIAL, parents shall file with the court proof of completion of an approved PARENT EDUCATION PROGRAM if visitation and/or custody is an issue.
2. PRIOR TO TRIAL, parties must either (a) have completed ALTERNATIVE DISPUTE RESOLUTION or (b) have set and have heard an objection to Alternative Dispute Resolution.
3. PRIOR TO TRIAL, spouses shall exchange a sworn INVENTORY AND APPRAISEMENT prepared in conformity with Local Rule 4.4. Compliance with this paragraph is not a substitute for the requirements in Local Rule 4.3. All supplements must be filed 10 days prior to trial setting.
4. BY TEXAS RULES OF CIVIL PROCEDURE, all parties must be added (JOINDER) and served, whether by amendment or third party practice. THE PARTY CAUSING THE JOINDER SHALL PROVIDE A COPY OF THIS SCHEDULING ORDER AT THE TIME OF APPEARANCE.
5. BY TEXAS RULES OF CIVIL PROCEDURE, all DISCOVERY must be completed and DEPOSITION notices must be filed by this date. LATE discovery may be initiated by stipulation in conformity with Rule 11, Tex. Rules of Civil Procedure. Incomplete discovery will not delay the trial date.
6. BY TEXAS RULES OF CIVIL PROCEDURE regarding PLEADINGS, all amendments and supplements must be filed. This order does not preclude prompt filing of pleadings directly responsive to any timely filed pleadings.

NOTICE OF INTENT TO DISMISS ON TRIAL DATE. THIS CASE MAY BE DISMISSED FOR WANT OF PROSECUTION ON DATE OF TRIAL if, by the trial date there is no:

- a. Service with citation; or
- b. Answer on file; after proper service with citation, and no default Judgment signed; or
- c. Properly executed Waiver on file;
- d. Mediation Completed

7. PRETRIAL CONFERENCE at \_\_\_\_\_ set by court or upon motion.  
It is further Ordered that any necessary paternity testing shall be completed and results obtained by this date so proceedings required by TFC 160.105-.108 may be conducted.

8. 09/23/2015 TRIAL at 09:00 AM THIS CASE IS SET FOR TRIAL ON THE MERITS ON THIS DATE. If not assigned by the second Friday after this date, this case will be reset.

SIGNED 05/18/2015



Bobby K Newman  
3355 W Alabama St Ste 444  
Houston TX 77098-1876

LISA MILLARD  
Judge, 310TH DISTRICT COURT

791347







I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this June 23, 2017

Certified Document Number: 65784981 Total Pages: 4

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

**In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail [support@hcdistrictclerk.com](mailto:support@hcdistrictclerk.com)**

**C**

**NOTICE: THIS DOCUMENT  
CONTAINS SENSITIVE DATA**

**NO. 2015-15899**

**IN THE MATTER OF  
THE MARRIAGE OF**

**CINDY GARZA FARMER  
AND  
JOHN CLINTON FARMER**

**AND IN THE INTEREST OF  
A.F. AND K.F., CHILDREN**

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**IN THE DISTRICT COURT**

**310<sup>TH</sup> JUDICIAL DISTRICT**

**HARRIS COUNTY, TEXAS**

**MOTION FOR SUBSTITUTION OF COUNSEL**

This Motion for Substitution of Counsel is brought by Petitioner, **CINDY GARZA FARMER**, who requests the Court to grant permission to substitute **SHERRI A. EVANS** as attorney of record in this case.

**SHERRI A. EVANS**, of the firm KOONSFULLER, P.C., 109 N. Post Oak Lane, Suite 425, Houston, Texas 77024, telephone: 713/789-5112, fax: 713/789-5123, and State Bar No. 00785853, has been employed to represent Petitioner, **CINDY GARZA FARMER**, as evidenced by her signature on this motion. Petitioner, **CINDY GARZA FARMER** approves this substitution. This substitution is not sought for delay only.

Petitioner, **CINDY GARZA FARMER** prays that the Court enter an order substituting **SHERRI A. EVANS** and discharging J.D. BUCKY ALLSHOUSE as attorney of record for Petitioner, **CINDY GARZA FARMER**.

Respectfully submitted,

**KOONSFULLER, P.C.**

109 North Post Oak Lane, Suite 425

Houston, Texas 77024

Telephone: (713) 789-5112

Facsimile: (713) 789-5123

E-Mail: [houston@KoonsFuller.com](mailto:houston@KoonsFuller.com) (service only)

By: 

**SHERRI A. EVANS**

State Bar No. 00785835

**TAYLOR T. IMEL**

State Bar No. 24073302

Attorneys for Petitioner, **CINDY GARZA FARMER**

AGREED TO AND APPROVED:

*"see attached."*

**CINDY GARZA FARMER**

**NOTICE OF HEARING**

IT IS ORDERED that the hearing on the above Motion for Substitution of Counsel is set on \_\_\_\_\_ at \_\_\_\_\_ .M. in the 310<sup>th</sup> Judicial District Court of Harris County, Texas.

SIGNED on \_\_\_\_\_.

\_\_\_\_\_  
Judge or Clerk



Respectfully submitted,

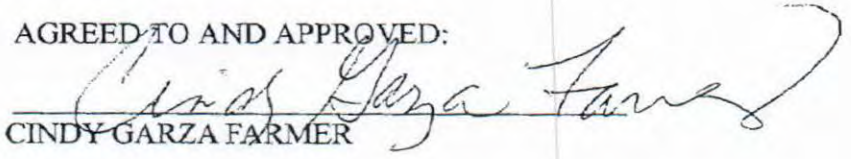
KOONSFULLER, P.C.  
109 North Post Oak Lane, Suite 425  
Houston, Texas 77024  
Telephone: (713) 789-5112  
Facsimile: (713) 789-5123  
E-Mail: houstonservice@KoonsFuller.com (service only)

By:

SHERRI A. EVANS  
State Bar No. 00785835  
TAYLOR T. IMEL  
State Bar No. 24073302

**Attorneys for Petitioner, CINDY GARZA  
FARMER**

AGREED TO AND APPROVED:

  
CINDY GARZA FARMER



**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the foregoing document has been delivered or forwarded to all counsel and unrepresented persons as listed below, [ ] by **personal delivery or receipted delivery service**, or [ ] by **certified or registered mail**, return receipt requested, by depositing the same, postpaid, in an official deposit under the care and custody of the United States Postal Service, or [X] by **facsimile** to the recipient's facsimile number identified below, or [X] by **e-service** to the recipient's email address identified below and the electronic transmission was reported as complete, on this the 26<sup>th</sup> day of August, 2015, in accordance with the Rule 21a of the Texas Rules of Civil Procedure:

**Via Facsimile: (713) 951-0778**

J.D. Bucky Allshouse  
J.D. Bucky Allshouse, P.C.  
Three Riverway, Suite 1420  
Houston, Texas 77056  
jdbucky@swbell.net

**Via Facsimile: (713) 966-4466**

Bobby K. Newman  
Lilly, Newman & Van Ness, L.L.P.  
3355 W. Alabama, Suite 444  
Houston, Texas 77098  
[BKNService@LNVlaw.com](mailto:BKNService@LNVlaw.com)

  
\_\_\_\_\_  
SHERRI A. EVANS/TAYLOR T. IMEL



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this June 23, 2017

Certified Document Number: 66780144 Total Pages: 4

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

**In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail [support@hcdistrictclerk.com](mailto:support@hcdistrictclerk.com)**



**D**

NOTICE: THIS DOCUMENT  
CONTAINS SENSITIVE DATA

1/1-4/1

NO. 2015-15899

IN THE MATTER OF  
THE MARRIAGE OF

CINDY GARZA FARMER  
AND  
JOHN CLINTON FARMER

AND IN THE INTEREST OF  
A.F. AND K.F., CHILDREN

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IN THE DISTRICT COURT

310<sup>TH</sup> JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

**ORDER ON MOTION FOR SUBSTITUTION OF COUNSEL**

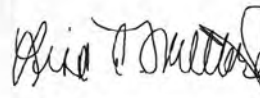
On \_\_\_\_\_, 2015, the Court considered the Motion for Substitution of Counsel of Petitioner, **CINDY GARZA FARMER**.

The Court finds that Petitioner, **CINDY GARZA FARMER** approves the substitution and that the substitution is not sought for delay only.

IT IS THEREFORE ORDERED that **SHERRI A. EVANS**, of the firm KOONSFULLER, P.C., 109 N. Post Oak Lane, Suite 425, Houston, Texas 77024, telephone: 713/789-5112, fax: 713/789-5123, and State Bar No. 00785853, has been employed to represent Petitioner, **CINDY GARZA FARMER** and J.D. BUCKY ALLSHOUSE is discharged as attorney of record and **SHERRI A. EVANS**, of the firm KOONSFULLER, P.C., 109 N. Post Oak Lane, Suite 425, Houston, Texas 77024, telephone: 713/789-5112, fax: 713/789-5123, and State Bar No. 00785853, is substituted as attorney of record for Petitioner, **CINDY GARZA FARMER**.

SIGNED on \_\_\_\_\_

Signed:  
9/1/2015



\_\_\_\_\_  
JUDGE PRESIDING

APPROVED AS TO FORM:

**KOONSFULLER, P.C.**

109 North Post Oak Lane, Suite 425

Houston, Texas 77024

Telephone: (713) 789-5112

Facsimile: (713) 789-5123

E-Mail: [houston@KoonsFuller.com](mailto:houston@KoonsFuller.com) (service only)

By:



**SHERRIL A. EVANS**

State Bar No. 00785835

**TAYLOR T. IMEL**

State Bar No. 24073302

Attorneys for Petitioner, **CINDY GARZA FARMER**

---

Bobby K. Newman, Attorney for Respondent



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this June 23, 2017

Certified Document Number: 66968431 Total Pages: 2

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

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**E**

**NOTICE: THIS DOCUMENT  
CONTAINS SENSITIVE DATA**

**NO. 2015-15899**

**IN THE MATTER OF  
THE MARRIAGE OF**

**CINDY GARZA FARMER  
AND  
JOHN CLINTON FARMER**

**AND IN THE INTEREST OF  
A.F. AND K.F., CHILDREN**

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**IN THE DISTRICT COURT**

**310<sup>TH</sup> JUDICIAL DISTRICT**

**HARRIS COUNTY, TEXAS**

**JOINT MOTION FOR CONTINUANCE**

This *Joint Motion for Continuance* is brought by **CINDY GARZA FARMER**, Petitioner, and **JOHN CLINTON FARMER**, Respondent, who show in support:

1. This case is presently set for bench Final Trial on September 23, 2015.
2. On July 24, 2015, former counsel for Petitioner filed a request for Jury Trial.
3. The parties are in the process of negotiating Temporary Orders.
4. The parties are in the discovery process.
5. The parties seek a continuance to conclude the discovery process and attend mediation.
6. This continuance is not sought solely for delay but that justice may be done.

**CINDY GARZA FARMER**, Petitioner, and **JOHN CLINTON FARMER**, Respondent, pray that the Court grants this *Joint Motion for Continuance*.

Respectfully submitted,

**KOONSFULLER, P.C.**

109 North Post Oak Lane, Suite 425

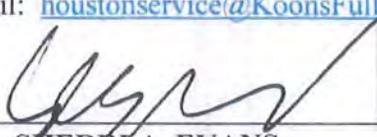
Houston, Texas 77024

Telephone: (713) 789-5112

Facsimile: (713) 789-5123

E-Mail: [houston@KoonsFuller.com](mailto:houston@KoonsFuller.com) (service only)

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



**SHERRI A. EVANS**

State Bar No. 00785835

**TAYLOR T. IMEL**

State Bar No. 24073302

Attorneys for Petitioner,

**CINDY GARZA FARMER**

**LILLY, NEWMAN & VAN NESS, L.L.P.**

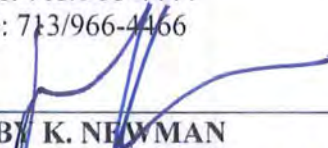
3355 West Alabama, Suite 444

Houston, Texas 77098

Telephone: 713/966-4444

Facsimile: 713/966-4466

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



**BOBBY K. NEWMAN**

State Bar No. 00791347

**BERNADETTE BARBEE**

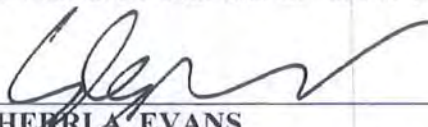
State Bar No. *24092688*

Attorneys for Respondent,

**JOHN CLINTON FARMER**

*Jennifer Lenne*

I, the undersigned attorney of record, swear under oath that the above Joint Motion for Continuance is true and correct.

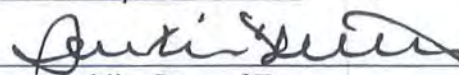


**SHERRI A. EVANS**

Attorney for **CINDY GARZA FARMER**

SIGNED under oath before me on \_\_\_\_\_

*Sept. 2, 2015*



Notary Public, State of Texas





I, the undersigned attorney of record, swear under oath that the above Joint Motion for Continuance is true and correct.

*Jennifer Leanne*  
BOBBY K. NEWMAN  
Attorney for JOHN CLINTON FARMER

SIGNED under oath before me on 9-2-2015.

*Stacy Brevard*  
\_\_\_\_\_  
Notary Public, State of Texas



**NOTICE OF HEARING**

IT IS ORDERED that the hearing on the above Joint Motion for Continuance is set on \_\_\_\_\_ at \_\_\_\_\_ .M. in the 310<sup>th</sup> Judicial District Court of Harris County, Texas.

SIGNED on \_\_\_\_\_.

\_\_\_\_\_  
Judge or Clerk

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the foregoing document has been delivered or forwarded to all counsel and unrepresented persons as listed below, [ ] by **personal delivery or receipted delivery service**, or [ ] by **certified or registered mail**, return receipt requested, by depositing the same, postpaid, in an official deposit under the care and custody of the United States Postal Service, or [ ] by **facsimile** to the recipient's facsimile number identified below, or [ ] by **e-service** to the recipient's email address identified below and the electronic transmission was reported as complete, on this the \_\_\_ day of September, 2015, in accordance with the Rule 21a of the Texas Rules of Civil Procedure:

**Via Facsimile: (713) 966-4466**

Bobby K. Newman  
Lilly, Newman & Van Ness, L.L.P.  
3355 W. Alabama, Suite 444  
Houston, Texas 77098  
[BKNService@LNVlaw.com](mailto:BKNService@LNVlaw.com)

*Sherry A. Evans*  
\_\_\_\_\_  
SHERRI A. EVANS/TAYLOR T. IMEL



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this June 23, 2017

Certified Document Number: 66880567 Total Pages: 3

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

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**F**

NOTICE: THIS DOCUMENT  
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CONTX

NO. 2015-15899

IN THE MATTER OF  
THE MARRIAGE OF

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IN THE DISTRICT COURT

CINDY GARZA FARMER  
AND  
JOHN CLINTON FARMER

310<sup>TH</sup> JUDICIAL DISTRICT

AND IN THE INTEREST OF  
A.F. AND K.F., CHILDREN

HARRIS COUNTY, TEXAS

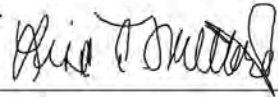
**ORDER GRANTING JOINT MOTION FOR CONTINUANCE**

On 9/23, 2015, the Court considered the Joint Motion for Continuance of  
Petitioner, **CINDY GARZA FARMER**, and **JOHN CLINTON FARMER**, Respondent.

The Court finds that a continuance is GRANTED and it is therefore ORDERED:

Trial reset to January 12, 2016 @9am.

SIGNED on \_\_\_\_\_

Signed:   
9/24/2015  
JUDGE PRESIDING

APPROVED AS TO FORM:

**KOONSFULLER, P.C.**

109 North Post Oak Lane, Suite 425

Houston, Texas 77024

Telephone: (713) 789-5112

Facsimile: (713) 789-5123

E-Mail: [houston@KoonsFuller.com](mailto:houston@KoonsFuller.com) (service only)

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

**SHERRI A. EVANS**

State Bar No. 00785835

**TAYLOR T. IMEL**

State Bar No. 24073302

Attorneys for Petitioner, **CINDY GARZA FARMER**

**LILLY, NEWMAN & VAN NESS, L.L.P.**

3355 West Alabama, Suite 444

Houston, Texas 77098

Telephone: 713/966-4444

Facsimile: 713/966-4466

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

**BOBBY K. NEWMAN**

State Bar No. 00791347

**BERNADETTE BARBEE**

State Bar No. \_\_\_\_\_

Attorneys for Respondent, **JOHN CLINTON FARMER**



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.  
Witness my official hand and seal of office  
this June 23, 2017

Certified Document Number: 67234382 Total Pages: 2

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

**In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail [support@hcdistrictclerk.com](mailto:support@hcdistrictclerk.com)**

**G**



**NOTICE: THIS DOCUMENT  
CONTAINS SENSITIVE DATA**

**CAUSE NO. 2015-15899**

<b>IN THE MATTER OF</b>	§	<b>IN THE DISTRICT COURT</b>
<b>THE MARRIAGE OF</b>	§	
	§	
<b>CINDY GARZA FARMER</b>	§	
<b>AND</b>	§	<b>310<sup>TH</sup> JUDICIAL DISTRICT</b>
<b>JOHN CLINTON FARMER</b>	§	
	§	
<b>AND IN THE INTEREST OF</b>	§	
<b>A.F. AND K.F., CHILDREN</b>	§	<b>HARRIS COUNTY, TEXAS</b>

**RULE 11 AGREEMENT – TRIAL RESET**

This *Rule 11 Agreement* is made by and between the parties, **CINDY GARZA FARMER**, Petitioner, and **JOHN CLINTON FARMER**, Respondent, and is binding on each party, their representatives, agents and counsel of record. This *Rule 11 Agreement* shall serve as a binding agreement between the parties and their attorneys of record pursuant to Rule 11 of the Texas Rules of Civil Procedure.

**CINDY GARZA FARMER**, Petitioner, and **JOHN CLINTON FARMER**, Respondent, by and through their respective attorneys of record, agree and stipulate to the following matters contained herein as evidenced by the signatures of each party’s respective counsel, appearing below:

***Jury Trial***

1. Final Trial shall commence at 9:00 a.m. on Tuesday, March 29, 2016, and is scheduled to conclude on Friday, April 1, 2016, or day to day until the trial concludes; and
2. A Pre-Trial Conference shall be held on Thursday, March 24, 2016, at 9:00 a.m.

***Discovery Deadlines***

3. All previous discovery deadlines are hereby void and all current discovery deadlines shall continue forward pursuant to the Texas Rules of Civil Procedure, in conjunction with the new trial setting.

This *Rule 11 Agreement* shall serve as a binding agreement between the parties and their attorneys of record pursuant to Rule 11 of the Texas Rules of Civil Procedure.

SIGNED on \_\_\_\_\_.

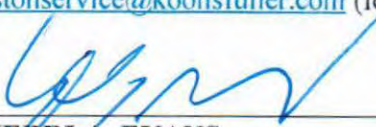
\_\_\_\_\_  
JUDGE PRESIDING

**AGREED:**

**KOONSFULLER, P.C.**

109 North Post Oak Lane, Suite 425  
Houston, Texas 77024  
Telephone: (713) 789-5112  
Facsimile: (713) 789-5123  
[houston@koonfuller.com](mailto:houston@koonfuller.com) (for service only)


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

  
**SHERRIL A. EVANS**  
[sevans@koonfuller.com](mailto:sevans@koonfuller.com)  
State Bar No. 00785853  
Attorney for Petitioner,  
**CINDY GARZA FARMER**

**LILLY, NEWMAN & VAN NESS, L.L.P.**

3355 West Alabama, Suite 444  
Houston, Texas 77098  
Telephone: (713) 966-4444  
Facsimile: (713) 966-4466

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

  
**BOBBY K. NEWMAN**  
[bobby@lnvlaw.com](mailto:bobby@lnvlaw.com)  
State Bar No. 00791347  
**CODY BOWMAN**  
[cody@lnvlaw.com](mailto:cody@lnvlaw.com)  
State Bar No. 24036254  
Attorneys for Respondent,  
**JOHN CLINTON FARMER**



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this June 23, 2017

Certified Document Number: 68428189 Total Pages: 2

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

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**H**



**NOTICE: THIS DOCUMENT  
CONTAINS SENSITIVE DATA**

**CAUSE NO. 2015-15899**

<b>IN THE MATTER OF</b>	§	<b>IN THE DISTRICT COURT</b>
<b>THE MARRIAGE OF</b>	§	
	§	
<b>CINDY GARZA FARMER</b>	§	
<b>AND</b>	§	<b>310<sup>TH</sup> JUDICIAL DISTRICT</b>
<b>JOHN CLINTON FARMER</b>	§	
	§	
<b>AND IN THE INTEREST OF</b>	§	
<b>A.F. AND K.F., CHILDREN</b>	§	<b>HARRIS COUNTY, TEXAS</b>

<b>RULE 11 AGREEMENT – TRIAL RESET</b>
--

This *Rule 11 Agreement* is made by and between the parties, **CINDY GARZA FARMER**, Petitioner, and **JOHN CLINTON FARMER**, Respondent, and is binding on each party, their representatives, agents and counsel of record. This *Rule 11 Agreement* shall serve as a binding agreement between the parties and their attorneys of record pursuant to Rule 11 of the Texas Rules of Civil Procedure.

**CINDY GARZA FARMER**, Petitioner, and **JOHN CLINTON FARMER**, Respondent, by and through their respective attorneys of record, agree and stipulate to the following matters contained herein as evidenced by the signatures of each party's respective counsel, appearing below:

***Jury Trial***

1. Final Trial shall commence at 9:00 a.m. on Tuesday, March 29, 2016, and is scheduled to conclude on Friday, April 1, 2016, or day to day until the trial concludes; and
2. A Pre-Trial Conference shall be held on Thursday, March 24, 2016, at 9:00 a.m.

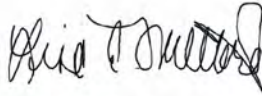
***Discovery Deadlines***

3. All previous discovery deadlines are hereby void and all current discovery deadlines shall continue forward pursuant to the Texas Rules of Civil Procedure, in conjunction with the new trial setting.

This *Rule 11 Agreement* shall serve as a binding agreement between the parties and their attorneys of record pursuant to Rule 11 of the Texas Rules of Civil Procedure.

SIGNED on \_\_\_\_\_

Signed:  
1/8/2016

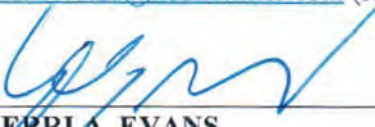


\_\_\_\_\_  
JUDGE PRESIDING

**AGREED:**

**KOONSFULLER, P.C.**

109 North Post Oak Lane, Suite 425  
Houston, Texas 77024  
Telephone: (713) 789-5112  
Facsimile: (713) 789-5123  
[houston@koonfuller.com](mailto:houston@koonfuller.com) (for service only)

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

**SHERRIL A. EVANS**  
[sevans@koonfuller.com](mailto:sevans@koonfuller.com)  
State Bar No. 00785853  
Attorney for Petitioner,  
**CINDY GARZA FARMER**

**LILLY, NEWMAN & VAN NESS, L.L.P.**

3355 West Alabama , Suite 444  
Houston, Texas 77098  
Telephone: (713) 966-4444  
Facsimile: (713) 966-4466

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

**BOBBY K. NEWMAN**  
[bobby@lnvlaw.com](mailto:bobby@lnvlaw.com)  
State Bar No. 00791347  
**CODY BOWMAN**  
[cody@lnvlaw.com](mailto:cody@lnvlaw.com)  
State Bar No. 24036254  
Attorneys for Respondent,  
**JOHN CLINTON FARMER**



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this June 23, 2017

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HARRIS COUNTY, TEXAS

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**I**

**NOTICE: THIS DOCUMENT  
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**NO. 2015-15899**

**IN THE MATTER OF  
THE MARRIAGE OF**

**CINDY GARZA FARMER  
AND  
JOHN CLINTON FARMER**

**AND IN THE INTEREST OF  
A.F. AND K.F., CHILDREN**

**§ IN THE DISTRICT COURT  
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§ 310TH JUDICIAL DISTRICT  
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§ HARRIS COUNTY, TEXAS**

**MOTION FOR SUBSTITUTION OF COUNSEL**

This Motion for Substitution of Counsel is brought by CINDY GARZA FARMER, who requests the Court to grant permission to substitute J.D. BUCKY ALLSHOUSE as attorney of record in this case.

J.D. BUCKY ALLSHOUSE, J.D. Bucky Allshouse, P.C., Three Riverway, Suite 1420, Houston, Texas 77056, Ph: (713) 951-0002, Fax: (713) 951-0778, and State Bar number 01104600, has been employed to represent CINDY GARZA FARMER, as evidenced by her signature on this motion. CINDY GARZA FARMER approves this substitution. This substitution is not sought for delay only.

CINDY GARZA FARMER prays that the Court enter an order substituting J.D. BUCKY ALLSHOUSE and discharging SHERRI A. EVANS as attorney of record for CINDY GARZA FARMER.

Respectfully submitted,

J.D. BUCKY ALLSHOUSE P.C.  
THREE RIVERWAY, SUITE 1420  
HOUSTON, TEXAS 77056  
Tel: (713) 951-0002  
Fax: (713) 951-0778

By: 

J.D. BUCKY ALLSHOUSE  
State Bar No. 01104600  
[jdbucky@swbell.net](mailto:jdbucky@swbell.net)  
Attorney for CINDY GARZA FARMER

AGREED TO AND APPROVED:

  
CINDY GARZA FARMER

**Notice of Hearing**

IT IS ORDERED that the hearing on the above Motion for Substitution of Counsel is set on \_\_\_\_\_, 2016 at \_\_\_\_:\_\_\_\_. m. in the 310<sup>th</sup> Judicial District Court, Harris County.

SIGNED on \_\_\_\_\_, 2016

\_\_\_\_\_  
Judge or Clerk

**Certificate of Service**

I certify that a true copy of the above was served on each attorney of record or party in accordance with the Texas Rules of Civil Procedure on January 12, 2016.



\_\_\_\_\_  
J.B. BUCKY ALLSHOUSE  
Attorney for CINDY GARZA FARMER



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.  
Witness my official hand and seal of office this June 23, 2017

Certified Document Number: 68539497 Total Pages: 2

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

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J

**NOTICE: THIS DOCUMENT  
CONTAINS SENSITIVE DATA**

SBATX

**NO. 2015-15899**

**IN THE MATTER OF  
THE MARRIAGE OF**

**CINDY GARZA FARMER  
AND  
JOHN CLINTON FARMER**

**AND IN THE INTEREST OF  
A.F. AND K.F., CHILDREN**

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**IN THE DISTRICT COURT**

**310TH JUDICIAL DISTRICT**

**HARRIS COUNTY, TEXAS**

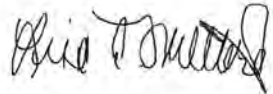
**ORDER ON MOTION FOR SUBSTITUTION OF COUNSEL**

On \_\_\_\_\_, 2016 the Court considered the Motion for Substitution of Counsel of CINDY GARZA FARMER.

The Court finds that CINDY GARZA FARMER approves the substitution and that the substitution is not sought for delay only.

IT IS THEREFORE ORDERED that SHERRI A. EVANS is discharged as attorney of record and J.D. BUCKY ALLSHOUSE, J.D. Bucky Allshouse, P.C., Three Riverway, Suite 1420, Houston, Texas 77056, Ph: (713) 951-0002, Fax: (713) 951-0778, and State Bar number 01104600, is substituted as attorney of record for CINDY GARZA FARMER.


SIGNED on \_\_\_\_\_, 2016.

Signed:   
1/26/2016

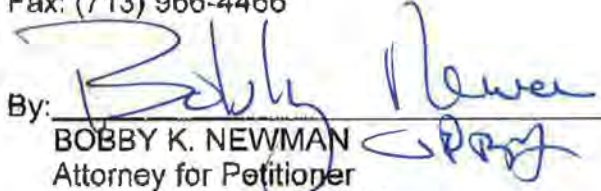
\_\_\_\_\_  
JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

J.D. BUCKY ALLSHOUSE P.C.  
THREE RIVERWAY, SUITE 1420  
HOUSTON, TEXAS 77056  
Tel: (713) 951-0002  
Fax: (713) 951-0778

By:   
\_\_\_\_\_  
J.D. BUCKY ALLSHOUSE  
Attorney for Petitioner, CINDY FARMER  
State Bar No. 01104600  
jdbucky@swbell.net

LILLY, NEWMAN & VAN NESS, L.L.P.  
3355 WEST ALABAMA, SUITE 444  
HOUSTON, TEXAS 77088  
Tel: (713) 966-4444  
Fax: (713) 966-4466

By:   
\_\_\_\_\_  
BOBBY K. NEWMAN  
Attorney for Petitioner  
State Bar No. 00791347  
[bobby@lnvlaw.com](mailto:bobby@lnvlaw.com)  
CODY BOWMAN  
State Bar No. 24036254  
[cody@lnvlaw.com](mailto:cody@lnvlaw.com)  
Attorneys for Respondent, JOHN CLINTON FARMER

KOONSFULLER, P.C.  
109 NORTH POST OAK LANE, SUITE 425  
HOUSTON, TEXAS 77024  
Tel: (713) 789-5112  
Fax: (713) 789-5123

By:   
\_\_\_\_\_  
SHERRISA EVANS  
Attorney for Petitioner, CINDY FARMER  
State Bar No. 0785853  
~~sevans@koonsfuller.com~~ *by permission:*

Houston service Koonsfuller.com





I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this June 23, 2017

Certified Document Number: 68737546 Total Pages: 2

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

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**K**

**NO. 2015-15899**

**IN THE MATTER OF  
THE MARRIAGE OF**

**CINDY GARZA FARMER  
AND  
JOHN CLINTON FARMER**

**AND IN THE INTEREST OF  
A.F. AND K.F., CHILDREN**

**§ IN THE DISTRICT COURT  
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§ 310TH JUDICIAL DISTRICT  
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§ HARRIS COUNTY, TEXAS**

**MOTION FOR CONTINUANCE**

This Motion for Continuance is brought by CINDY GARZA FARMER, Petitioner, who shows in support:

1. This case is presently set for a jury trial on March 29, 2016
2. Discovery in this case is not complete.
3. Depositions have not been taken.
4. Expert's reports are not completed.
5. The parties have not attended mediation.
6. Further, Petitioner's attorney has a protective order on file with the 247<sup>th</sup> Judicial District Court of Harris County, Texas, under cause number 2014-37184, styled Tine Tollan Overton v. Robert Carter Overton, III, et al.
7. This continuance is not sought solely for delay but that justice may be done.

CINDY GARZA FARMER prays that the Court grant the Motion for Continuance.

Respectfully Submitted,

J.D. BUCKY ALLSHOUSE P.C.  
THREE RIVERWAY, SUITE 1420  
HOUSTON, TEXAS 77056  
Tel: (713) 951-0002  
Fax: (713) 951-0778

By: 

J.D. BUCKY ALLSHOUSE  
State Bar No. 01104600  
jdbucky@swbell.net  
Attorney for CINDY GARZA FARMER

**Verification**

The undersigned states under oath: "I am the attorney for the movant in the foregoing Motion for Continuance. I have read the motion. The statements contained in all paragraphs in the motion are within my personal knowledge and are true and correct."

  
\_\_\_\_\_  
J.D. BUCKY ALLSHOUSE

SIGNED under oath before me on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public, State of Texas

**Notice of Hearing**

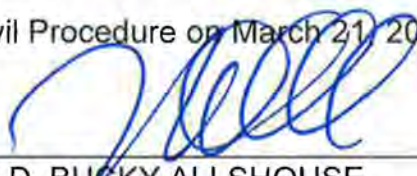
The above motion is set for hearing on March \_\_\_\_\_, 2016 at \_\_\_\_\_m. in the 310<sup>th</sup> Judicial District Court, Harris County, Texas.

SIGNED on \_\_\_\_\_.

\_\_\_\_\_  
Judge or Clerk

**Certificate of Service**

I certify that a true copy of the above was served on each attorney of record or party in accordance with the Texas Rules of Civil Procedure on March 21, 2016

  
\_\_\_\_\_  
J.D. BUCKY ALLSHOUSE  
Attorney for CINDY GARZA FARMER



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this June 23, 2017

Certified Document Number: 69492674 Total Pages: 2

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

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**L**

FARMER, CINDY GARZA  
vs.  
FARMER, JOHN CLINTON

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310th DISTRICT COURT  
HARRIS COUNTY, TEXAS

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**SCHEDULING ORDER and NOTICE OF INTENT TO DISMISS**

\*\*\* ALL DEADLINES ARE PRIOR TO TRIAL SETTING DATE \*\*\*

\*\*Rule 11 Agreements will NOT delay trial date \*\*

It is hereby ORDERED that:

1. PRIOR TO TRIAL, parents shall file with the court proof of completion of an approved PARENT EDUCATION PROGRAM if visitation and/or custody is an issue.
2. PRIOR TO TRIAL, parties must either (a) have completed ALTERNATIVE DISPUTE RESOLUTION or (b) have set and have heard an objection to Alternative Dispute Resolution.
3. PRIOR TO TRIAL, spouses shall exchange a sworn INVENTORY AND APPRAISEMENT prepared in conformity with Local Rule 4.4. Compliance with this paragraph is not a substitute for the requirements in Local Rule 4.3. All supplements must be filed 10 days prior to trial setting.
4. BY TEXAS RULES OF CIVIL PROCEDURE, all parties must be added (JOINDER) and served, whether by amendment or third party practice. THE PARTY CAUSING THE JOINDER SHALL PROVIDE A COPY OF THIS SCHEDULING ORDER AT THE TIME OF APPEARANCE.
5. BY TEXAS RULES OF CIVIL PROCEDURE, all DISCOVERY must be completed and DEPOSITION notices must be filed by this date. LATE discovery may be initiated by stipulation in conformity with Rule 11, Tex. Rules of Civil Procedure. Incomplete discovery will not delay the trial date.
6. BY TEXAS RULES OF CIVIL PROCEDURE regarding PLEADINGS, all amendments and supplements must be filed. This order does not preclude prompt filing of pleadings directly responsive to any timely filed pleadings.

NOTICE OF INTENT TO DISMISS ON TRIAL DATE. THIS CASE MAY BE DISMISSED FOR WANT OF PROSECUTION ON DATE OF TRIAL if, by the trial date there is no:

- a. Service with citation; or
- b. Answer on file; after proper service with citation, and no default Judgment signed; or
- c. Properly executed Waiver on file;
- d. Mediation Completed

7. PRETRIAL CONFERENCE at \_\_\_\_\_ set by court or upon motion.  
It is further Ordered that any necessary paternity testing shall be completed and results obtained by this date so proceedings required by TFC 160.105-.108 may be conducted.

8. 07/12/2016 TRIAL at 09:00 AM THIS CASE IS SET FOR TRIAL ON THE MERITS ON THIS DATE. If not assigned by the second Friday after this date, this case will be reset.

SIGNED 04/01/2016



J. D. BUCKY ALLSHOUSE  
3 RIVERWAY STE 1420  
HOUSTON TX 77056-1848

LISA MILLARD  
Judge, 310TH DISTRICT COURT

1104600



FARMER, CINDY GARZA  
vs.  
FARMER, JOHN CLINTON

\*  
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310th DISTRICT COURT  
HARRIS COUNTY, TEXAS

\_\_\_\_\_  
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**SCHEDULING ORDER and NOTICE OF INTENT TO DISMISS**

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3. PRIOR TO TRIAL, spouses shall exchange a sworn INVENTORY AND APPRAISEMENT prepared in conformity with Local Rule 4.4. Compliance with this paragraph is not a substitute for the requirements in Local Rule 4.3. All supplements must be filed 10 days prior to trial setting.
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7. PRETRIAL CONFERENCE at \_\_\_\_\_ set by court or upon motion.  
It is further Ordered that any necessary paternity testing shall be completed and results obtained by this date so proceedings required by TFC 160.105-.108 may be conducted.

8. 07/12/2016 TRIAL at 09:00 AM THIS CASE IS SET FOR TRIAL ON THE MERITS ON THIS DATE. If not assigned by the second Friday after this date, this case will be reset.

SIGNED 04/01/2016



BOBBY K NEWMAN  
3355 W ALABAMA ST STE 444  
HOUSTON TX 77098-1876

LISA MILLARD  
Judge, 310TH DISTRICT COURT

791347



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this June 23, 2017

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HARRIS COUNTY, TEXAS

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**M**

**NO. 2015-15899**

**IN THE MATTER OF  
THE MARRIAGE OF**

**CINDY DANIELLE FARMER  
AND  
JOHN CLINTON FARMER**

**AND IN THE INTEREST OF  
ALEXANDRA D. FARMER AND  
KATHERINE A. FARMER  
CHILDREN**

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**IN THE DISTRICT COURT OF**

**310<sup>th</sup> JUDICIAL DISTRICT**

**HARRIS COUNTY, TEXAS**

---

**JOINT MOTION FOR CONTINUANCE**

---

This Joint Motion for Continuance is brought by *Petitioner*, **CINDY DANIELLE FARMER** and *Respondent*, **JOHN CLINTON FARMER**, who prays the court continue the final trial in this case, currently set for July 12, 2016 and would show in support the following:

**I. INTRODUCTION**

**1. Parties**

*Petitioner* is **CINDY DANIELLE FARMER**.

*Respondent* is **JOHN CLINTON FARMER**.

**2. Cause of Action**

This is a divorce action with children.

**3. Discovery**

Discovery in this suit is governed by a Level 2 discovery control plan. -----

**4. Trial**

This case is set for trial on July 12, 2016.

**II. FACTS**

1. Attorney for Respondent, Bobby K. Newman, is under a protective order and preferentially set for a jury trial beginning at 9:00 a.m. on the docket of the 312<sup>th</sup> Judicial District Court of Harris County, Texas in Cause No. 2014-73827; *In the*

*Matter of the Marriage of Benjamin Ming Go and Margaret Eng Go, And in the Interest of Katherine Sierra Go and Elisabeth Merced Go, Children.* A copy of the protective order is attached hereto marked as Exhibit "A".

2. Discovery in this matter is not yet completed, including depositions of the parties and other witnesses. Movants request a continuance to allow the parties time to appropriately conduct and fully respond to discovery and to take depositions as needed.
3. Respondent would also show that as of the date of the filing of this continuance, mediation for the final terms of the suit has not yet been completed.

The parties attended mediation on June 28, 2016 with Joel Nass. After mediating for approximately five hours Mr. Nass recessed mediation to allow the parties to conduct further discovery.

4. This continuance is not sought for delay but so that justice may be done.

### **III. REQUEST FOR CONTINUANCE**

John Clinton Farmer requests a continuance of the final trial date of July 12, 2016 for no less than 90 days.

### **IV. ARGUMENTS AND AUTHORITIES**

The Court may grant a motion for continuance if the motion is supported by affidavit and states sufficient cause. *See TRCP 251.*

The Court's ruling on a motion for continuance is within its discretion. *See State v. Wood Oil Distrib.*, 751 S.W.2d 863, 865 (Tex.1988).

### **V. CONCLUSION**

This continuance is not sought for delay but so that justice may be done

### **VI. PRAYER**

For the reasons outlined herein above, *Petitioner*, **CINDY DANIELLE FARMER** and *Respondent*, **JOHN CLINTON FARMER** respectfully requests that the Court continue the trial set for July 12, 2016 to a date that the parties and their respective attorneys of record are available.

Respectfully submitted,

**LILLY, NEWMAN & VAN NESS, L.L.P.**

By: 

BOBBY K. NEWMAN  
State Bar No. 00791347  
3355 W. Alabama, Suite 444  
Houston, Texas 77098  
Tel: (713) 966-4444  
Fax: (713) 966-4466  
BKNSERVICE@LNVLAW.COM (SERVICE EMAIL)  
Attorney for Respondent

**J.D. BUCKY ALLSHOUSE, PC.**

By: 

J.D. BUCKY ALLSHOUSE  
SBN: 01104600  
Three Riverway, Suite 1420  
Houston, Texas 77056  
Telephone: (713) 951-0002  
Facsimile: (713) 951-0778  
Attorney for Petitioner

VERIFICATION

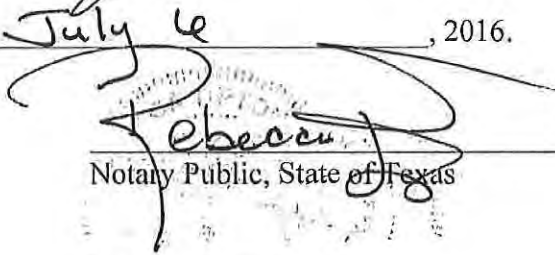
I, J.D. Bucky Allshouse, the undersigned attorney of record for Petitioner, **CINDY DANIELLE FARMER**, swear under oath that I have read the foregoing *Joint Motion for Continuance* and the facts stated therein are within my personal knowledge and are true and correct.



\_\_\_\_\_  
J.D. Bucky Allshouse

SIGNED under oath before me on July 16, 2016.

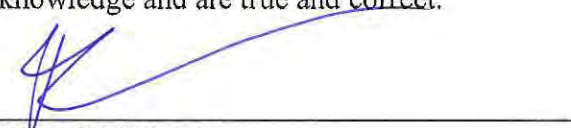




\_\_\_\_\_  
Notary Public, State of Texas

VERIFICATION

I, Bobby K. Newman, the undersigned attorney of record for Respondent, **JOHN CLINTON FARMER**, swear under oath that I have read the foregoing *Motion for Continuance* and the facts stated therein are within my personal knowledge and are true and correct.



\_\_\_\_\_  
BOBBY K. NEWMAN

SIGNED under oath before me on July 16, 2016.



\_\_\_\_\_  
Notary Public, State of Texas









I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this June 23, 2017

Certified Document Number: 71038302 Total Pages: 5

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

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N

FARMER, CINDY GARZA  
vs.  
FARMER, JOHN CLINTON

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310th DISTRICT COURT  
HARRIS COUNTY, TEXAS

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**SCHEDULING ORDER and NOTICE OF INTENT TO DISMISS**

\*\*\* ALL DEADLINES ARE PRIOR TO TRIAL SETTING DATE \*\*\*

\*\*Rule 11 Agreements will NOT delay trial date \*\*

It is hereby ORDERED that:

1. PRIOR TO TRIAL, parents shall file with the court proof of completion of an approved PARENT EDUCATION PROGRAM if visitation and/or custody is an issue.
2. PRIOR TO TRIAL, parties must either (a) have completed ALTERNATIVE DISPUTE RESOLUTION or (b) have set and have heard an objection to Alternative Dispute Resolution.
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4. BY TEXAS RULES OF CIVIL PROCEDURE, all parties must be added (JOINDER) and served, whether by amendment or third party practice. THE PARTY CAUSING THE JOINDER SHALL PROVIDE A COPY OF THIS SCHEDULING ORDER AT THE TIME OF APPEARANCE.
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6. BY TEXAS RULES OF CIVIL PROCEDURE regarding PLEADINGS, all amendments and supplements must be filed. This order does not preclude prompt filing of pleadings directly responsive to any timely filed pleadings.

NOTICE OF INTENT TO DISMISS ON TRIAL DATE. THIS CASE MAY BE DISMISSED FOR WANT OF PROSECUTION ON DATE OF TRIAL if, by the trial date there is no:

- a. Service with citation; or
- b. Answer on file; after proper service with citation, and no default Judgment signed; or
- c. Properly executed Waiver on file;
- d. Mediation Completed

7. PRETRIAL CONFERENCE at \_\_\_\_\_ set by court or upon motion.  
It is further Ordered that any necessary paternity testing shall be completed and results obtained by this date so proceedings required by TFC 160.105-.108 may be conducted.

8. 09/19/2016 TRIAL at 09:00 AM THIS CASE IS SET FOR TRIAL ON THE MERITS ON THIS DATE. If not assigned by the second Friday after this date, this case will be reset.

SIGNED 07/12/2016



BRENDAN JOHN HAMMER  
109 N POST OAK LN STE 425  
HOUSTON TX 77024-7755

LISA MILLARD  
Judge, 310TH DISTRICT COURT

24096726

FARMER, CINDY GARZA  
vs.  
FARMER, JOHN CLINTON

\*  
\*  
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\*  
\*

310th DISTRICT COURT  
HARRIS COUNTY, TEXAS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULING ORDER and NOTICE OF INTENT TO DISMISS**

\*\*\* ALL DEADLINES ARE PRIOR TO TRIAL SETTING DATE \*\*\*

\*\*Rule 11 Agreements will NOT delay trial date \*\*

It is hereby ORDERED that:

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SIGNED 07/12/2016



SHERRI ANN EVANS  
109 N POST OAK LN STE 425  
HOUSTON TX 77024-7755

LISA MILLARD  
Judge, 310TH DISTRICT COURT

785853

FARMER, CINDY GARZA  
vs.  
FARMER, JOHN CLINTON

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310th DISTRICT COURT  
HARRIS COUNTY, TEXAS

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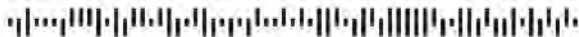
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SIGNED 07/12/2016



J. D. BUCKY ALLSHOUSE  
3 RIVERWAY STE 1420  
HOUSTON TX 77056-1848

LISA MILLARD  
Judge, 310TH DISTRICT COURT

1104600

FARMER, CINDY GARZA  
vs.  
FARMER, JOHN CLINTON

\*  
\*  
\*  
\*  
\*

310th DISTRICT COURT  
HARRIS COUNTY, TEXAS

\_\_\_\_\_  
\_\_\_\_\_  
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SIGNED 07/12/2016



BOBBY KING NEWMAN  
3355 W ALABAMA ST STE 444  
HOUSTON TX 77098-1876

LISA MILLARD  
Judge, 310TH DISTRICT COURT

791347





I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this June 23, 2017

Certified Document Number: 71061008 Total Pages: 4

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

**In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail [support@hcdistrictclerk.com](mailto:support@hcdistrictclerk.com)**

O

NO. 2015-15899

IN THE MATTER OF THE MARRIAGE     §     IN THE DISTRICT COURT  
  §  
CINDY DANIELLE FARMER           §     310<sup>TH</sup> JUDICIAL DISTRICT  
AND                                       §  
JOHN CLINTON FARMER           §  
  §  
AND IN THE INTEREST OF       §  
ALEXANDRA D. FARMER AND       §     HARRIS COUNTY, TEXAS  
KATHERINE A. FARMER, CHILDREN   §

**PETITIONER'S MOTION FOR SUBSTITUTION OF COUNSEL**

COMES NOW Petitioner, CINDY DANIELLE FARMER and requests to substitute RICARDO L. RAMOS, as attorney of record in the above-entitled and numbered cause, and in support thereof, shows the court the following: RICARDO L. RAMOS has been retained to represent CINDY DANIELLE FARMER.

This substitution is not sought for delay only. WHEREFORE, PREMISES CONSIDERED, CINDY FARMER, prays for the Court to enter an order substituting RICARDO L. RAMOS and discharging J.D. BUCKY ALLSHOUSE, SBN: 01104600 and J.D. BUCKY ALLSHOUSE, PC. as attorney of record for Petitioner.

  
CINDY DANIELLE FARMER

Respectfully submitted,

**RICARDO L. RAMOS, PLLC**  
440 LOUISIANA STREET, SUITE 1500  
HOUSTON, TEXAS 77002  
Tel: (713) 227-7383  
Fax: (713) 227-0104  
Email: service@rr-familylaw.com

By: Is/ Ricardo L. Ramos  
**RICARDO L. RAMOS**  
State Bar No. 24027648

**Certificate of Service**

I certify that a true copy of the above was served on each attorney of record or party in accordance with the Texas Rules of Civil Procedure on **July 27, 2016**.

          /s/ Ricardo L. Ramos            
**RICARDO L. RAMOS**



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this June 23, 2017

Certified Document Number: 71250729 Total Pages: 2

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

**In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail [support@hcdistrictclerk.com](mailto:support@hcdistrictclerk.com)**

**P**

**NO. 2015-15899**

<b>IN THE MATTER OF THE MARRIAGE</b>	<b>§</b>	<b>IN THE DISTRICT COURT</b>
	<b>§</b>	
<b>CINDY DANIELLE FARMER</b>	<b>§</b>	<b>310<sup>TH</sup> JUDICIAL DISTRICT</b>
<b>AND</b>	<b>§</b>	
<b>JOHN CLINTON FARMER</b>	<b>§</b>	
	<b>§</b>	
<b>AND IN THE INTEREST OF</b>	<b>§</b>	
<b>ALEXANDRA D. FARMER AND</b>	<b>§</b>	<b>HARRIS COUNTY, TEXAS</b>
<b>KATHERINE A. FARMER, CHILDREN</b>	<b>§</b>	

**MOTION FOR CONTINUANCE**

This *Motion for Continuance* is brought by **CINDY DANIELLE FARMER**, who shows in support:

1. This is a divorce suit with two minor children.
2. Petitioner is **CINDY DANIELLE FARMER** and Respondent is **JOHN CLINTON FARMER**.
3. This case was filed on March 18, 2015. Petitioner would show that reimbursement is an issue, Petitioner is alleging a waste claim, Petitioner has not designated an expert and no depositions have been taken.
4. Petitioner requests a continuance to complete discovery, designate expert witnesses and prepare for the trial of this matter.
5. This continuance is not sought solely for delay but that justice may be done.
6. **CINDY DANIELLE FARMER** prays that the Court grant the Motion for Continuance.

Respectably submitted,

**RICARDO L. RAMOS, PLLC.**  
440 LOUISIANA STREET, SUITE 1450  
HOUSTON, TEXAS 77002  
Tel: (713) 227-7383  
Fax: (713) 227-0104  
Email: [service@rr-familylaw.com](mailto:service@rr-familylaw.com)



By:   
RICARDO L. RAMOS  
State Bar No. 24027648

**Verification**

The undersigned states under oath: "I am the attorney for the Movant in the foregoing Motion for Continuance. I have read the motion. The statements contained in the motion are within my personal knowledge and are true and correct."

  
RICARDO L. RAMOS

SIGNED under oath before me on July 28, 2016.



  
Notary Public, State of Texas

**HEARING NOTICE**

The foregoing motion is set for hearing on \_\_\_\_\_ at \_\_\_\_\_ in the 310<sup>th</sup> Judicial District Court of Harris County, Texas

\_\_\_\_\_  
Judge/ clerk

**CERTIFICATE OF SERVICE**

I certify that a true copy of the foregoing motion was served on each attorney of record or party in accordance with the Texas Rules of Civil Procedure on **July 28, 2016**.

Ricardo L. Ramos  
RICARDO L. RAMOS



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.  
Witness my official hand and seal of office this June 23, 2017

Certified Document Number: 71281985 Total Pages: 2

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

**In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail [support@hcdistrictclerk.com](mailto:support@hcdistrictclerk.com)**

Q



In recognizing these fundamental requirements for the admissibility of expert testimony, the Texas Supreme Court was greatly concerned with the ready availability of professional experts willing to offer almost any theory for a fee, and that the testimony of an expert often was out-come determinative of a case. *E.I. du Pont de Nemours & Co. v. Robinson*, 923 S.W.2d 549, 553 (Tex. 1995). The court recognized the disproportionate weight often given by a jury to an expert's testimony:

Expert witnesses can have an extremely prejudicial impact on the jury, in part because of the way in which the jury perceives a witness labeled as an expert.... A witness who has been admitted by the court as an expert often appears inherently more credible to the jury than does a lay witness. Consequently, a jury more readily accepts the opinion of an expert witness as true simply because of his or her own designation as an expert.

*Id.* Due to these factors, the Court recognized a “heightened responsibility to ensure that expert testimony show some indicia of reliability.” *Id.*

The Texas Supreme Court extended the requirement of reliability in *Robinson* to all expert testimony involving technical and other specialized knowledge, not just scientific evidence. *Gammill v. Jack Williams Chevrolet, Inc.*, 972 S.W.2d 713, 727 (Tex. 1998). While *Robinson* articulated a six-factor, “non-exclusive” test for determining whether scientific expert opinion testimony is reliable (923 S.W.2d at 557), these *Robinson* factors were not necessarily relevant to other forms of expert opinion. *See Gammill*, 972 S.W.2d at 726.

Thus, in non-scientific cases such as thus, it is impossible to set out specific criteria for evaluating the reliability of expert testimony, and, ultimately, the trial court has discretion to determine how to assess reliability. *See Kroger Co. v. Betancourt*, 996 S.W.2d 353, 362 (Tex. App.-Houston [14th Dist.] 1999, pet. denied). But reliability still remains an admissibility issue for the trial court, not a weight-of-the-evidence issue for the fact finder. *See General Motors*



*Corp. v. Sanchez*, 997 S.W.2d 584, 590 (Tex. 1999). In addition, certain topical requirements have emerged for any expert testimony.

A fundamental principle in assessing the reliability of expert opinion testimony is that, if a particular statutory, regulatory or customary standard or procedure is mandated, that expert must comply in order for his opinion to be reliable. *See, e.g., Methodist Hosp. v. German*, 369 S.W.3d 333, 342-44 (Tex. App.—Houston [1 Dist.] 2011, pet. denied) (expert’s opinion addressing procedure in monitoring heparin was unreliable when it was not based on standards and procedures in the Nursing Practice Act and its implementing regulations in the Texas Administrative Code); *Laverette v. Louisville Ladder Co.*, 183 F.3d 339 (5th Cir. 1999) (expert whose opinion did not consider regulatory performance standards was unreliable); *Rushing v. Kansas City Southern Railway Co.*, 185 F.3d 496 (5th Cir. 1999) (expert is required to follow and address applicable statutory and regulatory standards); *Weingarten Realty Investors v. Harris County Appraisal District*, 93 S.W.3d 280, 286 (Tex. App.—Houston [14<sup>th</sup> Dist.] 2002, pet. denied) (expert must follow and adhere to statutory method for arriving at opinion, but foundational data must still be reliable); *see also Birchfield v. Texarkana Memorial Hosp.*, 747 S.W.2d 361, 365 (Tex.1987) (expert’s opinion must be predicated on “proper legal concepts” governing standard of care to constitute evidence); *Schneider v. Haws*, 118 S.W.3d 886, 889–90 (Tex. App.—Amarillo 2003, no pet.) (medical malpractice expert witness's attempt to impose upon a doctor and his assistant “a standard of care greater than that compelled by law ... constituted no evidence, as a matter of law, of the applicable standard of care”).

For example, the First Court of Appeals held in *Methodist Hosp. v. German*, that an expert’s opinion testimony was unreliable where his opinions and analysis failed to rely on or follow the Nursing Practice Act and its implementing regulations in the Texas Administrative

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Code as defining the standard of care for nurses applicable to this case. 269 S.W.3d at 343-44. In *German*, the expert discussed the standards and procedures for nurses where a patient has been administered heparin, including monitoring and accurately documenting and reporting German's status, including his signs, symptoms, and responses. But the expert, in reaching his opinion, did not consider statutory, regulatory and Texas practice limitations on nurses assessing, analyzing and diagnosing medical conditions, which is not part of the regulatory procedures and standards for nurses. 369 S.W.3d at 343. Because the expert had failed to follow these standards and guidelines in reaching his opinion, the court held that his testimony was unreliable and constituted no evidence:

Any such opinion in this case necessarily required reference to the relevant legal restrictions on the practice of nursing, yet Chendrasekhar's opinion could not account for these restrictions considering that he admitted being ignorant of their substance. Thus, to the extent that he testified that the nurses should have recognized German's symptoms as signs of HIT and characterized them as such, this testimony is no evidence of the applicable standard of care because of its fundamental unreliability.

*Id.*

In this case it is required that Ms. Farmer show that Mr. Farmer 1. was in control of ICS, Inc. – his employer and 2 that he was inadequately compensated for his time, toil, talent and effort. *Tex.Fam.Code Sec. 3.402*. To substantiate such a claim the proponent of the claim must also show the value of Mr. Farmer's alleged uncompensated time and labor. *Lifshutz v. Lifshutz* 199 S.W.3d 9 ((Tex.App-San Antonio 2006, pet. Denied). Ms. Farmer is not be entitled to recover the enhanced value of Mr. Farmer's separate property interest in ICS Inc. *Id. at 28-29*. A Jensen claim fails because as a 25% owner of ICS, Inc. he does not control his salary or income and is not in control or direct the entity and he his compensation is well above the market for the services he has provided compared to similar services provided to similar entity in similar market. Mr. Adams has given no information as to what a person of skill, expertise and



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education similar to Mr. Farmer would receive performing the same services for a similar sized company in the same industry. He simply hopes to be able to offer testimony that since Mr. Farmer's income has gone down that there exist a Jensen claim. Further, Mr. Adams provides no information related to any reduction from such claim by the salary, bonus, dividends and other fringe benefits receive by him. *Jensen v. Jensen*, 665 S.W.2d 107 (Tex. 1984). Mr. Adams opinions are simply global statements not supported by information required to establish the market rate for compensation for Mr. Famer's employment, nor an analysis of historical compensation received by Mr. Farmer nor any analysis of the reasonable time, toil and talent which would be reasonable to manage his separate property estate. Finally such claims or any do not comply with the standards for a forensic accountant and he certainly is biased in his opinions. This is not reliable, and it should be excluded.

## II.

### **Mr. Adams Did Not Provide the Underlying Files that Support Glass' Opinion**

Just as remarkable is the fact that Mr. Adams files and data which he has reviewed and which have been provided to him for his radically biased opinions have **NOT** been produced in discovery. This is a fundamental requirement for expert opinion testimony, and it is an independent basis for excluding Mr. Adams' testimony.

The rules relating to Requests for Disclosure expressly require a party to provide any documents provided to or reviewed by a retained testifying expert. Texas Rule of Civil Procedure 194.2(f)(4)(A) states:

A party may request disclosure of any or all of the following: . . . (f) for any testifying expert: . . . (4) if the expert is retained by, employed by, or otherwise subject to the control of the responding party; (A) **all documents**,

**tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the expert in anticipation of the expert's testimony . . . . .**

Tex. R. Civ. P. 194.2(f)(4)(A) (emphasis added). See *In re Christus Spohn Hosp. Kleberg*, 222 S.W.3d 434 (Tex. 2007) (noting broad requirement of production of expert files, including all documents in expert's possession, regardless whether relied upon or not). This should be no surprise to Luc's counsel, as the Texas Supreme Court has noted: "It appears that counsel should now expect that any written or tangible data provided to testifying experts will have to be disclosed." *Id.* at 442. And the Texas Supreme Court stressed that counsel must produce *all* documents provided to the expert, not just the documents on which the expert expressly relies, as it is necessary for cross-examination to determine those materials that the expert may have ignored:

We note that an expert's choice not to utilize certain information does not necessarily mean that the information plays no part in forming the expert's opinion. Materials both accepted and rejected by an expert are indicative of the process by which the expert went about forming his or her opinion and may provide an effective basis for cross-examination. See Plunkett, 69 Temp. L. Rev. at 480 ("[A] litigant can most effectively cross-examine an opposing expert by confronting that expert with a relevant piece of evidence upon which he or she did not rely. Materials rejected by an expert, therefore, also form part of the basis of the expert's opinion.").

*In re Christus Spohn Hosp. Kleberg*, 222 S.W.3d at 444; see also at 438 ("Whether or not the documents were actually "read" by or prepared for Menzies, they were clearly "provided to" the Hospital's testifying expert and thus fall within Rule 192.3(e)(6)'s plain language").

Mr. Adams' work files, which reflect the underlying vases for his expert opinion and

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foundational data, were due to be produced some time ago.

Rule 194.4 provides that “Copies of documents and other tangible items must be served with the response.” While the rule does provide that, where the responsive documents are voluminous, the response may provide a subsequent time for inspection, the responding party still “must provide the responding party a reasonable opportunity to inspect them.” Mr. Adams and Ms. Farmer did not do that.

Ms. Farmer has not complied with the basic discovery requirements for disclosing expert testimony. Mr. Adams’ testimony should therefore be excluded.

Respectfully submitted,

**LILLY, NEWMAN & VAN NESS L.L.P.**



BOBBY K. NEWMAN

State Bar No. 00791347

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Houston, Texas 77098

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**Certificate of Service**

I certify that a true copy of the above was served on each attorney of record or party in accordance with the Texas Rules of Civil Procedure on September 19, 2016.

**/s/ Bobby K. Newman**

---

Bobby K. Newman



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this June 23, 2017

Certified Document Number: 71943172 Total Pages: 8

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

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**R**

**NO. 2015-15899**

**IN THE MATTER OF  
THE MARRIAGE OF**

**CINDY DANIELLE FARMER  
AND  
JOHN CLINTON FARMER**

**AND IN THE INTEREST OF  
ALEXANDRA D. FARMER AND  
KATHERINE A. FARMER  
CHILDREN**

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**IN THE DISTRICT COURT OF**

**310<sup>th</sup> JUDICIAL DISTRICT**

**HARRIS COUNTY, TEXAS**

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**ORDER ON RESPONDENT'S MOTION TO EXCLUDE AND OBJECTION TO  
TESTIMONY OF EXPERT ROBERT ADAMS**

---

On \_\_\_\_\_, 2016, came on to be considered the *Respondent's Motion to Exclude and Objection to Testimony of Expert Robert Adams*. The Court, after hearing the evidence and argument of counsel, finds that the opinions of expert Robert Adams are not based upon assumptions consistent with Texas law and the methodology employed by Robert Adams in coming to his opinions is not consistent with the methodology generally accepted in his field and that his opinions are unreliable and should be excluded.

IT IS THEREFORE ORDERED that the Motion to Exclude the Testimony of Robert Adams is GRANTED and he is not permitted to testify in this case.

SIGNED \_\_\_\_\_, 2016.

Signed:   
10/3/2016

\_\_\_\_\_  
JUDGE PRESIDING



**RICARDO L. RAMOS, PLLC**

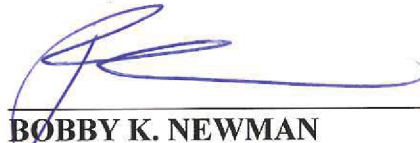


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**RICARDO L. RAMOS**  
State Bar No. 24027648  
440 Louisian Street, Suite 1450  
Houston, Texas 77002  
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I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this July 2, 2018

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**S**

**Affirmed and Memorandum Opinion filed May 17, 2018.**



**In the**

**Fourteenth Court of Appeals**

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**NO. 14-17-00077-CV**

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**IN THE MATTER OF THE MARRIAGE OF CINDY GARZA FARMER  
AND JOHN CLINTON FARMER**

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**On Appeal from the 310th District Court  
Harris County, Texas  
Trial Court Cause No. 2015-15899**

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**M E M O R A N D U M   O P I N I O N**

Cindy Garza Farmer appeals the trial court's final decree of divorce. Cindy contends that the divorce decree should be vacated because it departs from the terms of the mediated settlement agreement, Cindy's expert witness was excluded, and Cindy's motion for a continuance was denied. We affirm.

**I.      BACKGROUND**

In March 2015, Cindy filed for divorce from John. John answered and filed

a counter-petition for divorce.<sup>1</sup> The parties moved for multiple continuances of the trial date. After granting several continuances, the trial court denied Cindy's final motion for continuance. Trial was set for September 19, 2016.

On the date of trial, the trial court reiterated the denial of the final motion for continuance. The trial court also heard and granted John's motion to exclude Cindy's expert Robert Adams. The parties subsequently entered into a Binding Mediated Settlement Agreement (MSA). *See* Tex. Fam. Code. Ann. § 6.602 (West 2017). That same day, the agreement was proved up before the court.

The MSA specifically provides:

Pursuant to Sections 6.601, 6.602, and 153.0071 of the Texas Family Code, the undersigned parties to this Binding Mediated Settlement Agreement agree to compromise and settle the claims and controversies between them.

...

The parties agree and stipulate that this Binding Mediated Settlement Agreement provides a basic outline of their complete agreement; however, the parties understand and acknowledge that this Agreement may omit specific details or terms that must be included in an enforceable final order or decree. Consequently, the parties agree that whether this Binding Mediated Settlement Agreement specifically provides the necessary language to make the final order or decree enforceable, the parties intend that the drafting party shall insert all the details, appropriate dates, times, locations, and notice requirements necessary to make the final order or decree enforceable.

If any dispute arises with regard to the interpretation or performance of this Agreement or any of its provisions, including the necessity, form and substance of documents, the parties agree to try to resolve the dispute by telephone conference or meeting with Jeffrey H. Uzick, the Mediator who facilitated this settlement. Any disputes regarding drafting shall be resolved whenever possible by reference to the Texas Family Law Practice Manual, unless the Family Code has been

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<sup>1</sup> Both parties subsequently amended their pleadings.

modified after the published date of the manual; in such event the Family Code shall take precedence. *In the event an agreement cannot be reached on drafting or intent, the mediator shall act as the arbiter of the issue and shall resolve the issue by telephone conference or meeting of the attorneys and mediator prior to the date of entry. Such decision of the mediator shall be final and binding.*

(emphasis added).

On October 26, 2016, the trial court entered a final decree of divorce. Cindy filed a motion for new trial, primarily complaining that the trial court improperly incorporated a “Property Division” into the divorce decree rather than the MSA. Cindy conceded that the property division was signed by Jeff Uzick; Cindy included in her motion the signature page of the property division showing that Uzick had signed the document as “Arbitrator.” Cindy argued, however, that the property division took place before the “date of entry,” and the MSA did not authorize Uzick to act as an arbitrator after the “date of entry.”

At the September 19, 2016 prove-up hearing on the MSA, the trial court orally granted the parties’ divorce and set an entry date of September 26, 2016:

The Court: The Court hereby grants your divorce per the binding mediated settlement agreement and agreements of the parties as a final judgment. Your entry will be on September 26th, 2016.

As noted above, however, the final divorce decree (which incorporated the property division) was not actually entered until October 26, 2016.

According to John, the property division resulted from arbitration as provided by the MSA. John responded, “What Cindy is really complaining about is how the arbitrator resolved . . . drafting disputes in arbitration leading up to the entry of a Final Decree of divorce.” John’s response stated:

Jeff Uzick, a well-respected mediator and arbitrator, resolved these

drafting disputes in arbitration conducted pursuant to the MSA prior to the entry of a Final Decree.

John argued there were no grounds to vacate the arbitration award and that Cindy's failure to provide a record of the arbitration proceedings to the trial court prevented review of the arbitration award.

In reply, Cindy argued that the property division did not constitute an arbitration award because it did not meet certain requirements of the Texas Civil Practice and Remedies Code for an arbitration award, including service of the award.

John filed a further response, incorporating an email from Uzick to the parties' lawyers, which stated "The attached Decree and property division contains my arbitration ruling on all disputed issues presented to me for ruling." John further asserted that Cindy had waived her complaint regarding service.

Cindy's motion for new trial was overruled by operation of law. Cindy appealed.

## II. ANALYSIS

In her first issue, Cindy contends that the divorce decree should be vacated because it departs from the terms of the MSA. According to Cindy, the MSA, rather than the property division, should have been incorporated into the decree. Cindy attached the divorce decree and the property division to her notice of appeal and to her opening brief in an appendix.<sup>2</sup> She did not include the divorce decree or the property division in the appellate record. We cannot not consider documents attached to a notice of appeal or appellate brief that are not part of the appellate record. *See In re C.C.E.*, 530 S.W.3d 314, 317, n.1 (Tex. App.—Houston [14th Dist.] 2017, no pet.); *Jones v. Warren*, No. 02–12–00154–CV, 2013 WL 4679731,

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<sup>2</sup> John included excerpts from these documents in his appellate brief.



at \*2 (Tex. App.—Fort Worth Aug. 29, 2013, no pet.) (mem. op.) (citing *Bencon Mgmt. & Gen. Contracting, Inc. v. Boyer, Inc.*, 178 S.W.3d 198, 210 (Tex. App.—Houston [14th Dist.] 2005, no pet.)). Even if these documents were included in the record, the record does not show that the trial court erred.

John contends, as he did before the trial court, that the final decree and property division properly incorporated Uzick’s arbitration rulings. John points to *Saldana v. Saldana*, where the appellant argued that the arbitrator’s award improperly modified terms of the MSA, but the First Court of Appeals held the trial court did not err by incorporating terms of the arbitrator’s award into the final decree of divorce. 2013 WL 1928800, at \*4–5 (Tex. App.—Houston [1st Dist.] May 9, 2013, pet. denied) (mem. op.).

Cindy’s opening appellate brief makes no mention of arbitration or any ruling by Uzick as arbitrator, and she does not reply to John’s appellate arguments regarding arbitration. Before the trial court, Cindy argued the property division was not an arbitration award but conceded that the property division was signed by Uzick as “Arbitrator.” We cannot conclude the trial court abused its discretion when the trial court reasonably may have concluded that the discrepancies between the final decree and the MSA were the product of arbitration, which was provided for by the MSA.

Moreover, a party seeking to vacate an arbitrator’s award bears the burden to present a complete record establishing the basis for relief. *Anzilotti v. Gene D. Liggin, Inc.*, 899 S.W.2d 264, 267 (Tex. App.—Houston [14th Dist.] 1995, no writ); *see also Nafta Traders, Inc. v. Quinn*, 339 S.W.3d 84, 101 (Tex. 2011) (“A court must have a sufficient record of the arbitral proceeding . . . .”). Although Cindy challenges the inclusion of the property division in the decree, she did not provide this court (or the trial court) with a sufficient record of the proceedings leading up

to the property division. As Cindy stated in her motion for new trial, “There is nothing in this record to show how [the property division] came to fruition.” Even assuming the property division was not the result of arbitration proceedings, in this case, the absence of any evidence showing how the property division “came to fruition” precludes this court from finding error. On this record, Cindy has not established the divorce decree should be vacated. We overrule Cindy’s first issue.

In Cindy’s second and third issues, she argues the trial court should not have excluded her expert and should not have denied her motion for continuance. John responds that these issues are moot because the parties settled.

“Appellate courts are prohibited from deciding moot controversies.” *Nat’l Collegiate Athletic Ass’n v. Jones*, 1 S.W.3d 83, 86 (Tex. 1999). A case is moot if there is no longer a “justiciable controversy between the parties.” *Heckman v. Williamson Cty.*, 369 S.W.3d 137, 162 (Tex. 2012). There is no justiciable controversy if our action on the merits would not affect the parties’ rights. *Id.*

There is no dispute that the parties initially settled their claims and controversies under the MSA. Because the court addressed Cindy’s motion for continuance and expert argument before the parties entered the MSA, these issues became moot once the parties entered the MSA. Although Cindy denies any connection between the property division and the MSA, Cindy does not contend that the MSA was invalid or without effect. Rather, Cindy argues the MSA controls. Consequently, no action we could take would invalidate the parties’ settlement. Even if we vacated the decree and property division (which we do not), the MSA would control. *See Milner v. Milner*, 361 S.W.3d 615, 623 (Tex. 2012) (refusing to set aside MSA; instead, remanding for resolution of ambiguity in MSA). We cannot decide these moot controversies.

We overrule Cindy’s second and third issues.

### **III. CONCLUSION**

Having overruled all of Cindy's issues, we affirm the trial court's final divorce decree, including the attached property division.

/s/ Marc W. Brown  
Justice

Panel consists of Justices Boyce, Jamison, and Brown.

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May 17, 2018



## JUDGMENT

### *The Fourteenth Court of Appeals*

IN THE MATTER OF THE MARRIAGE OF CINDY GARZA FARMER AND  
JOHN CLINTON FARMER

NO. 14-17-00077-CV

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This cause, an appeal from the final divorce decree entered October 26, 2016, was heard on the transcript of the record. We have inspected the record and find no error in the judgment. We order the judgment of the court below **AFFIRMED**.

We order appellant, Cindy Garza Farmer, to pay all costs incurred in this appeal.

We further order this decision certified below for observance.