

CONTEMPT ENFORCEMENT “TRIAL DEMONSTRATION”

Moderator:

FREDERICK S. ADAMS, JR.

Bryan Tower
2001 Bryan Street
Suite 1800
Dallas, Texas 75201

Panelists:

CRAIG HASTON

12807 Jones Rd
Houston, Texas 77070

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201 Caroline Street, Floor 15
Houston, Texas 77002

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1300 Post Oak Blvd., Suite 2000
Houston, Texas 77056

KIMBERLY NAYLOR

2900 Airport Freeway
Fort Worth, Texas 76111

State Bar of Texas

39TH ANNUAL

ADVANCED FAMILY LAW COURSE

August 5-8, 2013

San Antonio

CHAPTER 37

CURRICULUM VITAE OF FREDERICK S. ADAMS, JR.
ATTORNEY - MEDIATOR - ARBITRATOR

Bryan Tower
2001 Bryan Street, Suite 1800
Dallas, Texas 75201
Office: (214) 741-2100
Fax: (214) 741-2111

PRESENT EMPLOYMENT

Quilling, Selander, Lownds, Winslett & Moser
2011 through Present - Shareholder

PREVIOUS EMPLOYMENT

Law Offices of Frederick S. Adams, Jr.
1989 through 2011

Adams & Sherwood
1987 through 1988

Law Offices of Frederick S. Adams, Jr.
1986 through 1987

Graham, Bright & Smith
1981 through 1986
Associate Attorney

PAST/PRESENT ADMISSIONS/MEMBERSHIPS

Licensed by the Supreme Court of the State of Texas to practice law in Texas in October, 1981.

Admitted to the Federal District Court for the Northern District of Texas, January 1982.

Admitted to the Federal District Court for the Western District of Texas, August 1987.

Admitted to the United States Court of Appeals for the 5th Circuit, March 1982.

Admitted to the United States Court of Appeals for the 11th Circuit, April, 1982.

College of the State Bar of Texas, 1996 to present

American Bar Association, 1981 through Present/Family Law Section

Dallas Bar Association/Family Law Section

Certified Mediator, December 1990

Certified Arbitrator/American Academy of Matrimonial Lawyers 2007

Texas Academy of Family Law Specialists

Fellow of the American Academy of Matrimonial Lawyers

Fellow of the International Academy of Matrimonial Lawyers

Director/Family Law Section of Dallas Bar Association (2000 through 2003)

Chairman/Media Relations Committee of Family Law Section of Dallas Bar Association (2003)

CLE Committee/American Academy of Matrimonial Lawyers (2002/2003)

Alternative Dispute Resolution Committee/American Academy of Matrimonial Lawyers

State Bar of Texas - Family Law Section

Founding Member - Annette Stewart American Inn of Court (Master)

State Bar of Texas Family Practice Manual Form Book Committee (2008/2009) (2010/2011)
(2012/2012)

Fellow of the Texas Bar Foundation

Sustaining Life Member Texas Family Law Foundation

Member of the Family Law Council of the Family Law Section of the State Bar of Texas

Membership and Member Services Committee, Family Law Section, State Bar of Texas

Member of the Board of Directors of the Texas Academy of Family Law Specialist 2012

EDUCATION

Bachelor of Business Administration/Finance
University of Texas at Austin, 1978

Juris Doctorate
Baylor University, Waco, Texas, 1981

BOARD CERTIFICATION

Family Law - Texas Board of Legal Specialization

A.V. Rated - Martindale Hubbell

HONORS

2003-2012 Texas Monthly "Texas Super Lawyers", named as one of the Super Lawyers in Texas Family Law.

Bar Registry of Preeminent Lawyers 1996 – 2011

Texas Top Rated Lawyers 2012

Outstanding Dallas Baylor Lawyer, November, 2012

ARTICLES/PRESENTATIONS

"Everything You Always Wanted to Know About Family Law, But Were Afraid To Ask", presented to the Dallas Bar Association Small Firm Section, March 5, 1997. Written and Presented by FREDERICK S. ADAMS, JR.

"Do You Have A Cigar? It's A Baby!" Recent Developments in Paternity Law, presented to the Dallas/Fort Worth Bar Association - Family Law Section, July, 1997. Written by FREDERICK S. ADAMS, JR. and presented by MARILEA LEWIS, Associate Judge of the 330th Judicial District Court, Dallas County, Texas.

"Walk or Don't Walk", A review of Family Law contempt cases in Texas. Presented to the Dallas/Fort Worth Bar Association, June 26, 1998 at Playa Del Carmen, Mexico. Written and Presented by FREDERICK S. ADAMS, JR.

"Everything You Always Wanted to Know About Custody and Child Support, Before You Need to Know", presented to the Dallas Chapter of the Texas Society of Certified Public Accountants, September 22, 1998. Written and Presented by FREDERICK S. ADAMS, JR.

"Walk or Don't Walk (updated)", A review of Family Law contempt cases in Texas. Presented to the Dallas Bar Family Law Section, January 27, 1999.

Contempt Workshop presented at Belo Mansion with Honorable Craig Fowler, Honorable Richard Johnson, John Turner and Frederick S. Adams, Jr., March 23, 1999.

"Interesting Cases and Things You May Not Have Known Regarding Enforcement of Temporary Orders", presented to the Dallas/Fort Worth Bar Association - Family Law Section, June 14,

1999. Written by FREDERICK S. ADAMS, JR. and presented by MARILEA LEWIS, Associate Judge of the 330th Judicial District Court, Dallas County, Texas.

“Enforcement/Contempt - Pitfalls and Problems for the Practitioner”, presented at the Advanced Family Law Seminar, August 16, 1999. Written and presented by FREDERICK S. ADAMS, JR. and JOHN ELDER, Associate Judge of the 255th Judicial District Court, Dallas County, Texas.

“Enforcement of Direct and Indirect Contempt - A Panel Discussion (Enforcement of Temporary Orders)”, presented at the Advanced Family Law Seminar, August 16, 1999. Written and presented by FREDERICK S. ADAMS, JR.

“Enforcement of Temporary Orders in Family Law”, presented at the Solo & Small Firm Section, December 1, 1999. Written and presented by FREDERICK S. ADAMS, JR.

“Firearms and Family Law”, presented at the Dallas/Ft.Worth Bar Association - Family Law Section, Playa Del Carmen, June 1, 2000. Author/Speaker

“Guns and Orders (Firearms and Family Law)”, presented at the Advanced Family Law Seminar, August 21, 2000. Written and presented by FREDERICK S. ADAMS, JR.

“Enforcement and Firearms Legislation”, presented at the Texas Family Law Practice for Paralegals Seminar, March 23, 2001. Written and presented by FREDERICK S. ADAMS, JR.

“Enforcement/Contempt”, presented at the Dallas Bar Association Family Law Section, September 12, 2001. Written and presented by FREDERICK S. ADAMS, JR.

“Federal Gun Control Laws and Temporary Orders and Family Violence Orders”, presented at the American Academy of Matrimonial Law Attorneys in Chicago, November, 2002. Written and presented by FREDERICK S. ADAMS, JR.

“What’s New with Guns and Contempts?”, presented at the Family Law Section Summer Bar Seminar, June 6, 2003. Written and presented by FREDERICK S. ADAMS, JR.

“Lawyers Guns and Money, What Every Texas Lawyer Needs to Know About Firearms Law”, Course Director, Presented by the State of Texas, October 24, 2003.

“Federal Gun Control Act (18 USC § 922) Including Malpractice Traps for the Family and Criminal Lawyer.” Written and presented FREDERICK S. ADAMS, JR. at “Lawyers Guns and Money, What Every Texas Lawyer Needs to Know About Firearms Law”, Presented at the State Bar of Texas Seminar in Houston, Texas, October 24, 2003.

“Prosecuting and Defending Protective Orders”, written by Patricia J. Lasher and presented by FREDERICK S. ADAMS, JR. at the Family Law Essentials in Laredo, Texas, September 24, 2004.

“Confused About Contempt?”, written by Daniel J. Lemkuil, Associate Judge of the 310TH Judicial District and Alyssa Lemkuil and presented by FREDERICK S. ADAMS, JR. at the Family Law Essentials in Laredo, Texas, September 24, 2004.

“Federal Gun Control Act (18 USC § 922) Including Malpractice Traps for the Family and Criminal Lawyer.” Written and presented FREDERICK S. ADAMS, JR. at “Lawyers Guns and Money, What Every Texas Lawyer Needs to Know About Firearms Law”, Presented at the State Bar of Texas Seminar in Houston, Texas, October 24, 2004.

“Beyond Contempt - Innovative Enforcement.” Written and presented by FREDERICK S. ADAMS, JR. at the Marriage Dissolution Institute, State Bar of Texas, Galveston, Texas, April 21-22, 2005.

“Enforcing the Property Division”. Written and presented by FREDERICK S. ADAMS, JR. at the Advanced Family Seminar, State Bar of Texas, in Dallas, Texas, August, 2005.

“The Supreme Court and the Second Amendment: the Impact on Texas Gun Law” Written and presented by FREDERICK S. ADAMS, JR., MARILEA LEWIS, SANFORD LEVINSON, RICHARD ROPER, III at a live webcast, in Austin, Texas, August 20, 2008.

“Characterization of Marital Property” - State Bar Convention June 25, 2009. Article written by Mike Gregory, Presented by FREDERICK S. ADAMS, JR.

“Child Support Workshop: UIFSA, Above Guideline Child Support, Effective Use of Financial Documents, Utilization of Qualified Domestic Relations Orders & Child Support Liens; Enforcement Techniques” - Presented by FREDERICK S. ADAMS, JR. at the Advanced Family Law Seminar, August, 2009.

2009 Texas Academy of Family Law Specialist Trial Institute Planning Committee and Presenter

2010 Texas Academy of Family Law Specialist Trial Institute Planning Committee and Presenter

“Civil and Criminal Ramifications of a Family violence Protective Order”. Written by FREDERICK S. ADAMS, JR. and HUNTER LEWIS and presented by FREDERICK S. ADAMS, JR. at the Advanced Family Seminar, State Bar of Texas, in San Antonio, Texas, August, 2010.

Speaker, Family Law Essentials, Pro Bono Committee of the Family Law Section of the State Bar, 2004 Laredo, 2010 Plainview, 2011 Waco.

Federal Firearms Law Related to Family Law presented to the Family Law Section of the Dallas Bar Association on June 8, 2011.

Contempt Enforcement: “A Primer for the New Practitioner”, Frederick S. Adams, Jr. and David Hoffmann, Presented at the Family Law 101 Course 2012.

Concealed Handgun Licenses: “How to Get Them and What they Mean”. Written by Frederick S. Adams, Jr. and presented at the State Bar of Texas, “What Every Texan Needs to Know About Firearms Law”, September 28, 2012.

Curriculum Vitae of CRAIG HASTON

EDUCATION:

B.S. 1988 The University of Texas at Austin
J.D. 1992 South Texas College of Law

PROFESSIONAL ACTIVITIES:

Board Certified in Family Law - December 1999 - present
Member - State Bar of Texas Family Law Council – 2012 to present
 Co-director - Big City Pro Bono Committee 2012
 Director - State Bar of Texas Marriage Dissolution Institute, 2013, Galveston, Texas
 Director - State Bar of Texas Pro Bono Family Law Program, September 2013, San Marcos Texas
Director - Houston Bar Association - Family Law Section
 Board of Directors 1997-2000 and 2005 to 2012, Treasurer 2007 – 2009, Chair 2010 – 2011;
 Immediate Past-Chair 2011-2012
Member - Gulf Coast Family Law Specialists 2000 - present
 Board of Directors 2004 - 2011, Treasurer 2005-2007, Chair 2008-2009
Member - Texas Academy of Family Law Specialists
Member - State Bar of Texas
Sustaining Life Member – Texas Family Law Foundation
Member – Burta Rhoads Raborn Family Law Inns of Court, Houston, Texas
Member - The University of Texas, Texas Exes Association (Life Member)

HONORS AND AWARDS:

Member - National Championship Team - Cravens National Invitational Moot Court Competition, 1992
National Order of the Barristers - Life Member
Officer - Board of Advocates - South Texas College of Law, 1991; 1992
Student Teacher - Advanced Trial Advocacy - South Texas College of Law, 1992
Texas Rising Star 40 and under - Family Law - 2006
Top Family Lawyers - H Texas Magazine – 2006, 2007
Texas Super Lawyer - Texas Monthly Magazine – 2009, 2010, 2011, 2012

CONTINUING LEGAL EDUCATION PLANNING AND LEADERSHIP

Planning Committee member - 2002 Family Law/Probate Bench/Bar Conference
Planning Committee member – 2006, 2008, 2012 Family Law Conference for the General Practitioner
 and Paralegal, South Texas College of Law
Director – State Bar of Texas Marriage Dissolution Institute, April 2013

PUBLICATIONS and PRESENTATIONS:

THE PROBLEMS OF PREDICATES IN A SUIT AFFECTING THE PARENT-CHILD
RELATIONSHIP, Advanced Family Law Course, State Bar of Texas, San Antonio, Texas 1997, Co-
author with Warren Cole

MAKING IT EASY FOR THE JUDGE TO RULE IN YOUR FAVOR: PREPARING AND TRYING A PROPERTY CASE TO THE BENCH, Family Law for the General Practitioner and Legal Assistant, South Texas College of Law, Houston, Texas, 1998

HANDLING GENDER BIAS IN FAMILY LAW, American Inns of Court - Family Law Section, Houston, Texas February 1999.

RULES OF EVIDENCE IN FAMILY LAW, Litigation Services Presentation to the Houston CPA Chapter, Houston, Texas, February 1999.

INVENTORY PREPARATION AND RELATED ETHICAL CONSIDERATIONS, Family Law for General Practitioners and Legal Assistants, South Texas College of Law, Houston, Texas, February 2001.

Contributor to the FAMILY LAW HANDBOOK prepared by the Houston Bar Association and Family Law Section of the Houston Bar Association, sections "Division of Property on Divorce" and "Alimony in Texas," 2001 edition.

INVENTORY NOTEBOOK AND ECONOMIC CONTRIBUTION, Family Law Conference for General Practitioners and Legal Assistants, South Texas College of Law, Houston, Texas, February 2002.

STOCK OPTIONS - BOOM OR BUST?, 5th Annual Family Law Institute, Houston Bar Association, March 2002.

PROPERTY ISSUES - QUESTION AND ANSWER, Family Law Boot Camp 2002 at the State Bar of Texas Advanced Family Law Course, State Bar of Texas, August 2002.

CHILD SUPPORT AND VISITATION ESTABLISHMENT, MODIFICATION AND ENFORCEMENT - Guest Speaker on Public Service Video, "Learn About Law Series", produced by the Houston Bar Association, January 2003.

INVENTORY NOTEBOOK AND PROPERTY DIVISION - Family Law Conference for the General Practitioner and Paralegal, South Texas College of Law, Houston, Texas, March 2006.

MARITAL PROPERTY RIGHTS IN RETIREMENT AND OTHER EMPLOYEE BENEFITS (Presenter of paper by Angela Pence) - Family Law Practice Seminar, University of Houston, Texas November 2006

TRYING A PROPERTY CASE TO THE BENCH - Family Law Conference, South Texas College of Law, Houston, Texas, February 2007.

ALIMONY AND MAINTENANCE - South Texas College of Law, Family Law Conference, Houston, Texas, March 6-7, 2008

FAMILY LAW RADIO PROGRAM (Topic: Collaborative Law), airing on KSEV AM 700, The Voice in Houston on Sunday, December 14, 2008

ALIMONY AND SPOUSAL SUPPORT – Family Law Conference, South Texas College of Law, Houston, Texas, March 5, 2009.

ECONOMIC CONTRIBUTION IS GONE, WHAT HAPPENS NEXT? – Family Law Conference, South Texas College of Law, Houston, Texas March 11, 2010.

MEDIATION OF A FAMILY LAW CASE – Northwest Collaborative Lawyers Luncheon, Houston, Texas October 21, 2010.

MEDIATING PROPERTY ISSUES – Houston Bar Association 2011 Family Law Institute, South Texas College of Law, Houston, Texas March 4, 2011.

ELECTRONIC EVIDENCE IN FAMILY LAW (Co-presenter on article by Reginald Hirsch) – Houston Bar Association - CLE Family Law Seminar, Houston Bar Association, Houston, Texas March 31, 2011.

MAKING YOUR LAW PRACTICE PORTABLE – PDF's AND BEYOND – State Bar of Texas Family Law Technology Course: No Tech to High Tech in Two Days, Austin, Texas, December 13, 2012.

INSIDE THE MINDS: STRATEGIES FOR FAMILY LAW IN TEXAS, 2013 ed., Chapter Author – “Successfully Setting Strategies for Today’s Challenging Family Law Cases”, Aspatore Publications, a Thomson Reuters Business.

ROY L. MOORE

EDUCATION:

South Texas College of Law (J.D., 1990)
Southern Methodist University (B.S. – Engineering, 1985)

LICENSED TO PRACTICE IN THE FOLLOWING COURTS:

All State Courts in Texas

EMPLOYMENT:

Judge, 245th District Court, Harris County, Texas (January 2011 – Present)
Associate Judge, 245th District Court, Harris County, Texas (March 2007 – December 2010)
Adjunct Professor, South Texas College of Law (Fall 2003 - present)
Partner, Moore & Moore, L.L.P. (8/1/99 – 3/1/2007)
Of Counsel, Gray & Moore, L.L.P. (1998 – 7/31/99)
Law Offices of Roy L. Moore (1992-1998)
Partner, Moore & Ziek (1991-1992)
Roy L. Moore – Attorney at Law (1990-1991)

LEGAL ORGANIZATIONS:

Board Certified Family Law, Texas Board of Legal Specialization
Gulf Coast Family Law Specialists, Board Member 2002 – 2003, 2009-2010
Texas Academy of Family Law Specialists
State of Texas Bar Association, Member: Family Law Section
Houston Bar Association, Family Law Section, Board Member 2003 - 2006
Burta Rhodes Raborn Family Law Inns of Court
College of the State Bar

SPEECHES AND PAPERS:

36th Annual Marriage Dissolution Institute
“How to Take a Default Judgment and Hold It,” April 2013

27th Annual Family Law Conference
“Moving Away? Residency Restrictions,” March 2013

Houston Bar Association, Family Law Section
“Tax Returns, Decoded,” February 2013

HBA Enforcement – A Mock Trial Presentation
“Property Enforcement,” November 2012

Texas Military Forces Joint Legal Workshop
“A View from the Bench,” September 2012

38th Annual Advanced Family Law Course
“The Texas Story: Implicit Bias and Disproportionality,” August 2012

HBA Conference on ADR
“What’s New in Family Law Mediation,” May 2012

35th Annual Marriage Dissolution Institute
"Marriage Dissolution 101 – Judges Panel," April 2012

HBA Family Law Institute
"Reimbursement," April 2012

HBA Essentials of Family Law Evidence
"Expert Witnesses: Pitfalls and Warnings," November 2011

National Business Institute
"What Family Court Judges Want You to Know," November 2011

Annual Civil Judicial CLE
"Family Law and Domestic Violence," August 2011

25th Annual Family Law Conference
"Fine Tuning Your Case for Court," April 2011

2011 HBA Continuing Legal Education
"Meet the New Judges," April 2011

Texas Center for the Judiciary
"Beyond the Bench," Team Leader, April 2010

South Texas College of Law Family Law Conference
"Enforcement: Nuts & Bolts," March 2010

National Institute for Trial Advocacy
"Trial Skills for Juvenile and Family Courts," February 2010

25th Annual Conference – Texas Association of Domestic Relations Offices
"View from the Bench on Modification of Child Support," November 2009

HBA Ad Litem/Amicus Boot Camp, September 2009
"Q&A: Ask the Experts"
"Perspectives from the Bench and in Mediation"

Advanced Family Law Course
"Changes in SAPCR Issues and Trends for the Future, August 2009

South Texas College of Law Family Law Conference
"Fine Tuning Your Case for the Judge," March 2009

South Texas College of Law Grandparent and Kinship Care Seminar
"The Practical Approach to and Mechanics of Pursuing Conservatorship," November 2008

South Texas College of Law Family Law Conference
"Forms, Checklists and What to Bring at Entry," March 2008

University of Texas – The Definitive Short Course on Parent-Child Relationships
"Presenting Your Temporary Order to the Court," November 2007

National Institute for Trial Advocacy

"Trial Skills for Juvenile and Family Courts," November 2007

South Texas College of Law Family Law Conference

"Getting Information from Your Client and Presenting It to the Court," February 2007

2006 HBA Family Law Institute

"Prosecuting & Defending the Child Support Enforcement Case," March 2006

South Texas College of Law Family Law Conference

"Parenting Plans and Parenting Coordinators," February 2006

2004 HBA Family Law Institute

"Child Support: They Owe It, Now Go and Get it," April 2004

Burta Rhoads Raborn Family Law Inn of Court

"Uniform Parentage Act," October 2003

South Texas College of Law Family Law Conference
“The Initial Interview: Forms and Checklists,” February 2002

South Texas College of Law Family Law Conference
“Winning Strategies and Tactics for Temporary Hearings: Property, Support, Custody and Extraordinary Relief,” February 2001

3rd Annual Family Law Institute – South Texas College of Law
“Advocacy with Time Constraints or “I have a ten hour hearing and the Judge has one hour,”
March, 2000

South Texas College of Law Family Law Conference
“Checklists and Forms You’ve Got to Have, including a Discussion of How to Keep your Clients Informed as to Court Requirements and Ongoing Ethical Obligations,” February 2000

9th Annual South Texas College of Law Family Law Conference
“Unusually Obtained Evidence,” February 1999

7th Annual South Texas College of Law Family Law Conference
“Recognizing Reimbursement When You See It,” April 1997

Ellie P. Natenberg

Associate

Ellie represents plaintiffs and defendants in a variety of commercial and business matters including breach of contract cases, construction disputes, shareholder disputes, and fraud actions. Ellie has successfully tried cases to verdict and obtained favorable awards in arbitration. She graduated from the University of Houston Law Center in 2006, where she was a senior articles editor for the University of Houston International Law Journal and competed in The Willem C. Vis International Commercial Arbitration Moot Court Competition in Hong Kong. Ellie is also fluent in Farsi.

Representative Experience

- First chaired a jury trial and obtained a defense verdict for pest control company in a breach of contract lawsuit brought by one of its suppliers
- Successfully defended clients in litigation brought by clients partnership and their partner
- Successfully assisted client in dissolution of partnership
- Arbitrated and obtained a favorable award for owners of a medical practice against their general contractor
- Obtained a favorable judgment on behalf of business entity in a debt collection dispute.

Professional Activities, Memberships & Affiliations

- State Bar of Texas
- Iranian American Bar Association (Founding President of the Houston Chapter)

Honors

- Selected for inclusion in Texas Super Lawyers - Rising Stars Edition - 2010.

Speeches and Presentations

- "Recent Iranian Sanctions and its Effect on the Petroleum Industry and Your Company", Looper Reed Brown Bag Webinar Series (October 15, 2010)



Ellie P. Natenberg

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Houston, TX 77056
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Practices

Family Law
Commercial Litigation

Education

J.D., University of Houston Law Center, *University of Houston International Law Journal*, Senior Articles Editor; Willem C. Vis International Commercial Arbitration Moot Court Competition, Recipient of award for Oral Advocacy and brief, 2006

B.A., *with honors*, The University of Texas, 2002

Bar Admissions

Texas

Court Admissions

United States District Court, Southern District of Texas

Languages

Farsi - Advanced

CURRICULUM VITAE
KIMBERLY M. NAYLOR

LAW FIRM:

Loveless & Naylor
2900 Airport Freeway
Fort Worth, Texas 76111
Telephone: (817) 831-6800
Facsimile: (817) 831-6879
Website: www.loveless-law.com
E-mail: kim@loveless-law.com

EDUCATION:

University of North Texas – BA
May, 1991

Texas Tech University School of Law – JD
May, 1995

MEDIATOR:

40 hours of Training in Mediation – 1995
30 hours of Advanced Family Law and Mediation – 2011
Harvard Law School Negotiation Skills Workshop – 2012

MEMBERSHIPS AND HONORS:

State Bar of Texas
The College of the State Bar of Texas
Tarrant County Bar Association – Director (2012-present)
 Lawyer’s Against Domestic Violence – Past Chair
 Fee Arbitration Committee – Past Chair (2008-2011)
 People’s Law School Committee – Past Chair (2008)
Tarrant County Family Law Bar Association
Eldon B. Mahon Inn of Court - Associate Member (1999-2001)
Collaborative Lawyers of Tarrant County – Member
Collaborative Institute of Texas – Member
Named by Texas Monthly as a “Rising Star” for 2004-2009
AV Rated by Martindale Hubbell (2010)
Fort Worth Republican Women - Member
The Excel Center - Community Advisory Board Member (2008-2010)

PUBLICATIONS:

Initial Client Relations – Screening, Interviewing and Setting/Collecting a Fee. 2013
HANDLING YOUR FIRST (OR NEXT) DIVORCE 2013.

Creative Possession Schedules. 2012 ADVANCED FAMILY LAW.

Working With (Instead of Against) Your Client. 2011 Webcast.

Defending and Winning Breach of Fiduciary Claims by Summary Judgment (with J. Loveless). 2011 ADVANCED FAMILY LAW.

Creative Possession Schedules (with S. Naylor). 2010 ADVANCED FAMILY LAW DRAFTING COURSE CH. 3.

Client Relations (with K. Redburn). 2010 ADVANCED FAMILY LAW COURSE BOOT CAMP CH. 1.

How to Run a Law Office that Works (with J. Loveless). SOAKING UP SOME CLE 2010 – A SOUTH TEXAS LITIGATION COURSE CH. 12.

Case Evaluation (with I. Vanden Eykel). STATE BAR COLLEGE SPRING TRAINING: WINNING BEFORE TRIAL 2010 CH. 1.

Courtroom Objections: Proper Methods of Objecting and Otherwise Protecting Your Client in the Courtroom (with S. Naylor). 2009 ADVANCED FAMILY LAW COURSE CH. 14.

Getting Clients Ready to Testify and Preparing for Expert Witnesses. STATE BAR COLLEGE SPRING TRAINING: WINNING BEFORE TRIAL 2008 CH. 4.

Competing Jurisdictions (with J. Loveless). 2008 ADVANCED FAMILY LAW COURSE CH. 41.

Witness Preparation in Family Law Cases (with S. Naylor and Judge Haddock). 2008 POVERTY LAW CONFERENCE CH. 2.

Custom Fit Your Possession Order (with S. Naylor). 2007 STATE BAR COLLEGE SUMMER SCHOOL CH. 25.

Witness Preparation (Does Practice Always Make Perfect?). STATE BAR COLLEGE “SPRING TRAINING” 2007 WINNING BEFORE TRIAL CH. 4.

Maximizing the Take at a Final Property Hearing (with J. Loveless). 2007 ADVANCED FAMILY LAW COURSE CH. 8.

Witness Preparation (Does Practice Always Make Perfect?). 2006 ULTIMATE TRIAL NOTEBOOK CH.3.

Discovery Management. 2007 MARRIAGE DISSOLUTION BOOT CAMP (PANEL 1) CH. 1.4.

The Not So Easy to Identify Executive Employee Deferred Compensation Plans and Relevant Issues in their Identification, Taxation, Valuation and Characterization (with J. Loveless). 2006 ADVANCED FAMILY LAW COURSE CH. 47.

Ethics in Drafting. 2005 ADVANCED FAMILY LAW DRAFTING COURSE CH. 16.

The Attorney and Legal Assistant Team (with J. Loveless). 2005 MARRIAGE DISSOLUTION INSTITUTE.

Initial Client Contact (with S. Naylor). 2005 ADVANCED FAMILY LAW COURSE (FAMILY LAW BOOT CAMP) CH. 1.

Ethical Traps (with B. Webb, W. Burgower and L. DeAngelis). 2004 MARRIAGE DISSOLUTION INSTITUTE CH. 15.

Dealing with the Death, Disability or Retirement of a Solo Practitioner (with J. Loveless). 2003 ADVANCED FAMILY LAW COURSE CH. 60.

Drafting Before and After Mediation (with J. Loveless and J. Tull). 2002 ADVANCED FAMILY LAW DRAFTING COURSE CH. 4.

Temporary & Protective Order Traps (with J. Loveless). 2002 ADVANCED FAMILY LAW COURSE CH. 5.

When the Agreement Isn't Agreeable – Defending and Attacking Mediated Settlement and Rule 11 Agreements (with J. Loveless). 2001 ADVANCED FAMILY LAW COURSE CH. 5.

Mediation: Be Prepared and Have a Winning Notebook (with J. Loveless). 2000 ULTIMATE TRIAL NOTEBOOK CH. 1 and 2001 ADVANCED FAMILY LAW COURSE CH. 34.

Characterization and Tracing (with G. Nickelson, S. Beckman, B. Beverly and R. Accipiter). 1999 ADVANCED FAMILY LAW COURSE CH. H.

Law Office Economics (with J. Loveless). 1999 ADVANCED FAMILY LAW COURSE CH. MM.

Mediation - Be Prepared (with J. Loveless). 1999 MARRIAGE DISSOLUTION CH. C.

Handling a divorce involving a closely-held corporation (valuation, alter ego, Jensen, and other claims (with J. Loveless). 1998 MARRIAGE DISSOLUTION CH. M.

COURSE DIRECTOR/PLANNING COMMITTEES:

Planning Committee – Advanced Family Law Drafting 2010

Planning Committee - Advanced Family Law 2010

Planning Committee - Advanced Family Law 2009

Planning Committee - Marriage Dissolution 2005

Planning Committee – Ultimate Trial Notebook 2004

Course Director - Family Law CLE, State Bar of Texas Annual Meeting 2005

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CITES

Ex Parte DeWees, 146 Tex. 564, 210 S.W.2d 145 (1948); Ex Parte Deckert, 559 S.W.2d 847 (Tex.Civ.App.—Houston [1st Dist.] 1977, no writ)

Ex Parte Calhoun, 127 Tex. 54, 91 S.W.2d 1047 (1936)

Ex Parte Duncan, 796 S.W.2d 562 (Tex.App.—Houston [1st Dist.] 1990, orig.

Ex Parte Johns, 807 S.W.2d 768 (Tex.App.—Dallas, 1991, orig. proceeding)

Shillitani vs. United States, 384 U.S. 364, 16 L.Ed.2d 622, 86 S.Ct. 1531 (1966)

Ex Parte Binse, 932 S.W.2d 619 (Tex.App.—Houston [14th Dist.] 1996, orig. proceeding)

Ex Parte Padron, 565 S.W.2d 921 (Tex. 1978)(orig. proceeding)

Ex Parte Barnes, 581 S.W.2d 812 (Tex.Civ.App.—Fort Worth 1979, no writ)

In re Bradley, 371 B.R. 782 (Bkrtcy. W.D.Tex. 2007).

Ex Parte Waldrop, 932 S.W.2d 739 (Tex.App.—Waco 1996).

Ex Parte Slaven, 412 S.W.2d 43 (Tex. 1967)

Ex Parte Higgenbotham, 768 S.W.2d 4 (Tex.App.—Fort Worth 1989,)

Whitt vs. Whitt, 684 S.W.2d 731 (Tex.App.—Houston [14th Dist.] 1984, no writ)

Ex Parte Colley, 621 S.W.2d 649 (Tex.Civ.App.—Austin 1981).

Ex Parte Fernandez, 645 S.W.2d 636 (Tex.App.—El Paso, 1983, no writ)

In re L.L., 341 S.W.3d 22 (Tex.App.—San Antonio 2010, no pet. h.)

Ex Parte Choate, 582 S.W.2d 625 (Tex.Civ.App.—Beaumont 1979, no writ)

GOV. CODE § 21.001 *et seq.*; Ex Parte Rhodes, 352 S.W.2d 249 (Tex. 1961)(Order prohibiting change in child’s residence)

See In Re Aslam, 348 S.W.3d 299 (Tex.App.—Fort Worth, 2011)

Ex Parte Morgan, 886 S.W.2d 829 (Tex.App.—Amarillo 1994, orig. proceeding)

Ex Parte Rosser, 899 S.W.2d 382 (Tex.App.—Houston [14th Dist.] 1995, orig. proceeding)

In Re Aslam, 348 S.W.3d 299 (Tex.App.—Fort Worth, 2011)

Ex Parte Edgerly, 441 S.W.2d 514 (Tex. 1969); *but see* Ex Parte McManus, 589 S.W.2d 790, (Tex.Civ.App.—Dallas, 1979, no writ)(denying ex-husbands petition for habeas where husband was held in contempt for failure to pay attorney’s fees that were assessed at contempt hearing despite the specific amount not having been pled in the Petition for Enforcement)

Brandt v. Sebek, 14 S.W.3d 756 (Tex.App.—Houston [1st Dist.] 2000, pet. denied)(distinguishing the pleading requirements for contempt vs. Rule 13 sanction cases)

Ex Parte Cardwell, 416 S.W.2d 382 (Tex. 1967)

Ex Parte Hearing, 438 S.W.2d 801 (Tex. 1969)

Ex Parte Harris, 581 S.W.2d 545 (Tex.Civ.App.—Fort Worth, 1979, no writ

Ex Parte McManus, 589 S.W.2d 790, (Tex.Civ.App.—Dallas, 1979, no writ)(declining to follow Harris requiring the identification of the Respondent at the proceeding)

Ex Parte Linder, 783 S.W.2d 754 (Tex.App.—Dallas 1990, orig. proceeding)

Ex Parte Mitchell, 783 S.W.2d 703 (Tex.App.—El Paso 1999, orig. proceeding)

Ex Parte Jackman, 663 S.W.2d 520 (Tex.App.—Dallas, 1983, orig. proceeding)

Ex Parte Sealy, 870 S.W.2d 663 (Tex.App.—Houston [1st Dist.] 1994, orig. proceeding)(holding that despite habeas relief being inappropriate, since Sealy wasn’t confined or restrained, she could not seek mandamus relief)

Ex Parte Wilson, 797 S.W.2d 6 (Tex. 1990).

CONTEMPT ENFORCEMENT “TRIAL DEMONSTRATION”

I. INTRODUCTION

This article is a primer on contempt practice for those new to the practice of family law. Contempt is an area of family law practice with which most family law practitioners have little or no experience. As a result, we have seen otherwise highly competent family law specialists make fundamental errors in prosecuting and defending contempt matters. Unlike most other areas of our practice, errors of this type are usually fatal in contempt practice. Thus it is imperative that those that are just entering the practice have a source that they can refer to in order to help guide them in this often confusing area of the law.

II. TYPES OF CONTEMPTS

A. Direct Contempt

Direct contempt is an act committed in the presence of the Court which impedes the proceedings of the Court or offends the dignity of the Court.

Actions which constitute direct contempt require that the Judge heard the words or observed the behavior and require no further hearing to make a finding of contempt.

This direct contempt is a concept that, hopefully, is not encountered very often in our practices. (For an in-depth review of Direct Contempt refer to Judge Bill Harris’ article on direct contempt published for the Contempt Enforcement Workshop for the 1999 Advanced Course).

B. Constructive Contempt

Constructive contempt is the type of contempt used to enforce a Court’s order after the party ordered to perform some act has failed to do so. Punishment for constructive contempt falls into two (2) categories.

Criminal contempt (or punitive contempt) is in the nature of punishment by the Court for the violation of its order.

Civil contempt (or coercive contempt) is the method by which the Court seeks to obtain compliance with its order. This empowers the Court to jail the offending party until the party complies with the Court’s order.

The distinction between civil and criminal contempt is based upon the nature and purpose of the penalty imposed. In a civil contempt matter the Court is attempting to persuade the contemtor to obey the previous order. Conversely, a criminal contempt order is punitive in nature and is an extension of the Court’s inherent power to punish a contemtor for some completed act which affronted the dignity and authority of the Court. For either civil or criminal contempt, the Judge can impose a fine or imprisonment or both. The

distinguishing feature is not the fact or the severity of the punishment, but rather that the criminal penalty is unconditional, whereas the civil penalty can be avoided by some act of the contemtor.

Accordingly, in order that a child support obligor be confined for 654 days (3 days for each violation of the underlying support order) unless or until he paid an arrearage of \$90,140.50, while harsh, was nonetheless a civil contempt. As a civil contempt, the contemtor had no right to a jury trial. See Ex Parte Johns, 807 S.W.2d 768 (Tex.App.—Dallas, 1991, orig. proceeding); see also Shillitani vs. United States, 384 U.S. 364, 16 L.Ed.2d 622, 86 S.Ct. 1531 (1966).

III. ORDERS SOUGHT TO BE ENFORCED

A person may not be jailed for violating an Order which requires that person to pay a debt. To do so would be in violation of Article I, Section 18 of the Texas Constitution. Exceptions to this prohibition include child support, spousal support and attorney’s fees and costs incidental to the collection of a child support obligation. See Ex Parte Binse, 932 S.W.2d 619 (Tex.App.—Houston [14th Dist.] 1996, orig. proceeding).

A. Oral vs. Written Orders

Although there is some authority to the contrary, typically a party “*cannot be held in constructive contempt of a Court order that has not been reduced to writing at the time the actions allegedly violated that order.*” Ex Parte Waldrop, 932 S.W.2d 739 (Tex.App.—Waco 1996).

In the Waldrop case, the trial court verbally ordered the wife to deliver a truck to her estranged husband at a specific time and date. Instead of delivering the truck, she intentionally damaged the vehicle. The Court held her in contempt and ordered her confined. Upon the filing of her Petition for Habeas Corpus, the Appellate Court held that “*a person may not be held in constructive contempt of Court for actions taken prior to the time that the Court’s order is reduced to writing.*” The Court further held that “*violations of an oral order are not subject to punishment for constructive contempt and therefore, the judgment holding her in contempt is void.*”

In this regard, for those practitioners who practice in the large metropolitan areas using Associate Judges, **remember** that an Associate Judge’s recommendation **is not an Order** and therefore, not subject to enforcement by contempt.

However, there is some authority for the enforcement of an oral order. If the order is clear and unambiguous and the party to be held in contempt had actual notice of the order by being present in Court at the time the order was made. See Ex Parte Padron, 565 S.W.2d 921 (Tex. 1978)(orig. proceeding); Ex Parte Barnes, 581 S.W.2d 812 (Tex.Civ.App.—Fort Worth

1979, no writ); *see also In re Bradley*, 371 B.R. 782 (Bkrcty. W.D.Tex. 2007).

B. Seeking Contempt of Temporary Order

Temporary orders or temporary injunctions are enforceable by contempt if they comply with the specificity required by *Ex Parte Slaven*, 412 S.W.2d 43 (Tex. 1967), so that the duties imposed are clearly understood.

It is imperative that temporary orders be drafted in clear, specific and unambiguous terms. We have all fallen into the practice of using the statutory language set forth in the Family Code and the form books for our temporary orders. As a result, the vast majority of the temporary orders used by most practitioners are unenforceable by contempt.

In *Ex Parte Higgenbotham*, 768 S.W.2d 4 (Tex.App.—Fort Worth 1989), habeas corpus was granted where the Respondent had been held in contempt for violating a temporary order as to the disposal of property. The Court held that the order lacked the specificity required to support a contempt order and that the language in the statute was intended to delineate categories of acts which could be enjoined, but did not provide or require the actual language to be used in such orders.

Provisions in temporary orders which require a spouse to make direct payments of debts, such as mortgage payments, are not enforceable by contempt, since such would be an unconstitutional imprisonment for debt in violation of the Texas Constitution, Article I, Section 18.

Thus, if one's spouse is paying another spouse temporary support, it is a far better practice to have the payor pay the funds directly to the receiving spouse and allow the receiving spouse to pay the debts therefrom.

If the payments are specifically characterized as temporary support, they may be enforceable by contempt. *See Whitt vs. Whitt*, 684 S.W.2d 731 (Tex.App.—Houston [14th Dist.] 1984, no writ)

C. Medical Reimbursement

I have yet to see a medical reimbursement clause in a decree of divorce that is sufficiently specific to be enforced by contempt. By its very nature a medical reimbursement clause is ambiguous because unlike child support, the amount to be reimbursed cannot be anticipated.

As such, when seeking to enforce unreimbursed medical expenses, the practitioner is typically faced with a two (2) step process. The first step is filing a motion for the Court to determine the amount of the unreimbursed medical expenses and ordering the Respondent to pay same within a specified time period. In doing this it is imperative to plead and prove that all conditions prerequisite to the reimbursement being due have occurred. *See In re L.L.*, 341 S.W.3d 22

(Tex.App.—San Antonio 2010, no pet. h.).

Thereafter, in the event the Respondent fails to comply with the Court's order, since specific amounts and time frames were hopefully set forth in the order resulting from the first hearing, the Respondent may now be held in contempt.

D. School/Camp Expenses

A number of decrees contain requirements that as child support, the payor is required to pay certain school and/or camp expenses. Unless the amounts and dates are specifically set forth in the order, the procedure set forth above for medical expenses, will need to be utilized to enforce those types of provisions.

E. Property

As we all know, an order with respect to the turnover of property must also be clear, specific and unambiguous about the duties and obligations imposed to support a finding of contempt. *See Ex Parte Colley*, 621 S.W.2d 649 (Tex.Civ.App.—Austin 1981).

An order that a transfer of personal property or the payment of a specific sum of money be made “immediately”, although not as desirable as an order stating a specific time, as an unequivocal meaning and is therefore, not unduly vague. *See Ex Parte Fernandez*, 645 S.W.2d 636 (Tex.App.—El Paso, 1983, no writ).

To be enforceable by contempt, an award of a sum of money must be derived from and referred to a specific fund in existence at the time of the decree, in this regard, although attorney's fees awarded in a divorce proceeding are not ordinarily enforceable by contempt, if the attorney's fees or court costs are made payable out of a specific property or a particular fund in the payor's possession at the time the order was made, contempt is available as an enforcement remedy. *See Ex Parte Choate*, 582 S.W.2d 625 (Tex.Civ.App.—Beaumont 1979, no writ).

F. Possession and Access

Some of the more problematic contempt cases are those filed to enforce possession for visitation.

If the order provides that the person attempting to exercise their possession of a child is to pick that child up at the other parent's home or other location, to support a finding of contempt, that person must strictly comply with the order and appear at the designated date, time and place. It is insufficient that the other spouse has called and informed them that they may not have possession.

Thus, make sure that your clients appear and attempt to exercise their possession prior to filing a motion for enforcement. Further, be sure to allege in your motion for enforcement that your client appeared at the appointed date, time and place and was refused their possession.

One of the most difficult issues with respect to the enforcement of possession and access, is the situation where the child refuses to go with the parent attempting to exercise their possession.

This is known as *passive contempt*. In other words, the parent with primary possession of the child claims to have fulfilled their obligation by having the child ready to go and the child walks out on the porch and refuses to go with the parent attempting to exercise their possession.

This situation is quite common and the appellate courts have taken differing views as to whether the parent with primary possession can be held in contempt when the child refuses to go.

Ex Parte Morgan, 886 S.W.2d 829 (Tex.App.—Amarillo 1994, orig. proceeding) indicates that there is no such thing as passive contempt and if a parent has the children ready to go and they refuse to go, the custodial parent could not be held in contempt. However, Ex Parte Rosser, 899 S.W.2d 382 (Tex.App.—Houston [14th Dist.] 1995, orig. proceeding), indicates that the custodial parent had the obligation to effectively drag the kid to the visiting parent’s car, kicking and screaming, or go directly to jail, unless that parent can affirmatively show “an involuntary ability to compel the visitation”.

G. Miscellaneous Provisions

Additionally, other terms of a final decree or order that do not directly relate to possession or access, though not expressly addressed in the Family Code, may be punished under the Court’s inherent statutory authority to enforce its order by contempt. *See* GOV. CODE § 21.001 *et seq.*; Ex Parte Rhodes, 352 S.W.2d 249 (Tex. 1961)(Order prohibiting change in child’s residence).

IV. PLEADING

Failing to properly plead a contempt is the single largest mistake made by practitioners, save and except the failure to draft an enforceable order.

There are a few simple rules of pleading a contempt which will insure that with an enforceable order, an appropriate outcome is obtained.

First, the portion of the order sought to be enforced or which is alleged to have been violated, must be set forth. *See In Re Aslam*, 348 S.W.3d 299 (Tex.App.—Fort Worth, 2011). It may be recited in the pleading or a copy made be attached and incorporated for reference.

Second, the manner in which Respondent has violated the order must be set forth with specificity. For example, on a child support order, the allegation must set forth that a payment, in a specified amount, was due on a specified date and that Respondent failed to make such payment. *See Ex Parte Edgerly*, 441 S.W.2d 514 (Tex. 1969); *but see Ex Parte McManus*,

589 S.W.2d 790, (Tex.Civ.App.—Dallas, 1979, no writ)(denying ex-husbands petition for habeas where husband was held in contempt for failure to pay attorney’s fees that were assessed at contempt hearing despite the specific amount not having been pled in the Petition for Enforcement); *see also Brandt v. Sebek*, 14 S.W.3d 756 (Tex.App.—Houston [1st Dist.] 2000, pet. denied)(distinguishing the pleading requirements for contempt vs. Rule 13 sanction cases).

Third, it is imperative that the party sought to be held in contempt must have had actual notice of the contempt hearing. Service on the party’s attorney without actual notice to the party is insufficient. *See Ex Parte Cardwell*, 416 S.W.2d 382 (Tex. 1967); Ex Parte Hearing, 438 S.W.2d 801 (Tex. 1969). Even if the order sought to be enforced is a temporary order, it is essential that the Respondent be personally served with the Motion for Contempt containing the show cause order. Further, if the pleadings are amended prior to the hearing, the Respondent must be served with the amended pleading.

It is imperative that the requested punishment for criminal contempt not exceed six (6) months for all violations. Otherwise, the Respondent is entitled to a jury trial. I typically handle this by asking in my pleadings that the Respondent be held in contempt and punished for a period not in excess of six (6) months for each count, with all the punishments to run concurrently.

With respect to child support or any other motion for enforcement where contempt is sought and a money judgment is sought, it is imperative that the Respondent be served with a show cause notice and a citation. The citation is necessary to support a money judgment. Further, if you have plead for a money judgment and served the Respondent with citation, a hearing cannot be had with respect to the judgment until the Monday after the expiration of twenty (20) days (the answer date).

V. HEARINGS

First, have the complaining witness identify the Respondent as the person who was ordered to perform the act in question. *See Ex Parte Harris*, 581 S.W.2d 545 (Tex.Civ.App.—Fort Worth, 1979, no writ); *but see Ex Parte McManus*, 589 S.W.2d 790, (Tex.Civ.App.—Dallas, 1979, no writ)(declining to follow Harris requiring the identification of the Respondent at the proceeding).

Next, have the court take judicial notice of the order you seek to enforce. Thereafter, put on your proof as to the violations of the order. I also make it a practice to put on proof that the Respondent had notice of the order to be enforced. Remember, one cannot be held in contempt for violating an order of which one did not have notice.

It is imperative that the practitioner have an order

prepared for entry at the conclusion of the hearing. I typically prepare an order holding the Respondent in contempt and committing him to jail, as well as an order finding him in contempt and suspending the commitment based upon certain conditions. Most Courts will not hear a contempt unless the Movant has prepared an order in advance. Even if the Court will hear the motion, it is substantially better practice to have the orders ready.

Insure that the Respondent is appropriately admonished. David Gray published the following "Miranda Warning" in Volume 1996 Fall of the State Bar Family Law Section Report.

WARNING TO BE GIVEN ON THE RECORD IN FOR ANY CONTEMPT CASE WHERE IMPRISONMENT IS POSSIBLE:

"RESPONDENT, you are charged with contempt of this court. As such, you are entitled to be represented by an attorney and if you are too poor to afford one, a court appointed attorney will represent you. You are entitled to have a record made of this hearing by a court reporter. The charges against you have to proven beyond a reasonable doubt. You may not be forced to testify in this hearing, if you do not wish to do so. If the charge against you requests more than six (6) months, you are entitled to a trial by jury.

Remember that the Movant may not compel the Respondent to testify due to his fifth amendment privilege against self-incrimination. However, this does not preclude the Respondent from testifying in his case in chief.

VI. PUNISHMENT AND ORDERS OF CONTEMPT/COMMITMENT

Once one has been successful at the contempt hearing, victory is not complete until the paperwork is done.

Assuming that there are multiple findings of contempt, it is imperative that a punishment be assessed for each act of contempt separately. As stated previously, it is the preferred practice that the punishment for each run concurrently so as not to exceed six (6) months. Likewise, if coercive contempt is imposed, each should be set forth separately.

The reason for separately delineating the punishment for each act of contempt, is so that in the event the Appellate Court in the face of an application for a writ of habeas corpus finds one or more of the findings of contempt to be erroneous, the Respondent can remain in jail from the remaining findings. If one punishment is assessed for all of the acts of contempt

and one or more of the acts are not upheld by the Appellate Court, the Respondent will walk.

When punishment for contempt is suspended conditioned upon compliance, the contemtor may not be imprisoned without a second unconditional commitment order and, in some circumstances a hearing to determine whether there has been compliance. See Ex Parte Wilson, 797 S.W.2d 6 (Tex. 1990).

One document may include both the written contempt judgment and the written contempt order required to jail a person for civil constructive contempt. Thus, even though a separate commitment order was not signed until after a father had been jailed for failure to pay child support, there is not error since the contempt judgment itself served as the commitment order where it contained recitations properly ordering commitment. See Ex Parte Linder, 783 S.W.2d 754 (Tex.App.—Dallas 1990, orig. proceeding).

An order for coercive contempt must indicate how the contemtor can purge himself. See Ex Parte Mitchell, 783 S.W.2d 703 (Tex.App.—El Paso 1999, orig. proceeding). A criminal contempt order must specify the punishment and failure to do so is an unacceptable denial of due process. *Id.* Additionally, the contempt order cannot punish the contemnor in excess of that requested in the petition seeking contempt. See Ex Parte Jackman, 663 S.W.2d 520 (Tex.App.—Dallas, 1983, orig. proceeding).

With respect to coercive contempt, a contemtor cannot be imprisoned until he or she complies with the order unless it is within the contemtor's power to comply. See Ex Parte DeWees, 146 Tex. 564, 210 S.W.2d 145 (1948); Ex Parte Deckert, 559 S.W.2d 847 (Tex.Civ.App.—Houston [1st Dist.] 1977, no writ).

VII. APPEAL

There is no direct appeal of a finding of contempt. The remedy in the event the Respondent is restrained of his liberty is his application of writ of habeas corpus. To justify granting habeas corpus relief, there must be some restraint precluding absolute and perfect freedom of action. See Ex Parte Calhoun, 127 Tex. 54, 91 S.W.2d 1047 (1936). Conditions of probation requiring a contemtor to report to a probation officer at least once per month and not leave the county without permission from the Court, constitutes a sufficient restraint to justify the filing of a writ. See Ex Parte Duncan, 796 S.W.2d 562 (Tex.App.—Houston [1st Dist.] 1990, orig. proceeding).

In the event the party is found in contempt but there is an insufficient restraint of his liberty, the only appellate remedy is an application for writ of mandamus. But see Ex Parte Sealy, 870 S.W.2d 663 (Tex.App.—Houston [1st Dist.] 1994, orig. proceeding)(holding that despite habeas relief being inappropriate, since Sealy wasn't confined or restrained,

she could not seek mandamus relief). However, the facts in *Sealy* were unique in that the order seeking to hold *Sealy* in contempt was a void order; thus mandamus was inappropriate since the Houston Court of Appeals reasoned that the Judge would not confine *Sealy* pursuant to a void order. *Id.*

(In the appendix to this article, you will find forms to assist you in your practice. Obviously, due to the number of orders which are regularly sought to be enforced, some modification of these forms will be necessary).

ENFORCEMENT MOCK TRIAL FACT PATTERN

Petitioner

Jennifer Jones

Respondent

Jonathan Jones

Children

Jacob Jones (12)

Jessica Jones (9)

Jillian Jones (6)

Divorce

Divorced on December 14, 2009. Jonathan has expanded SPO and is ordered to pay Jennifer \$550.00/month beginning on January 1, 2010.

ENFORCEMENT OF CHILD SUPPORT

Jonathan has paid child support regularly since the time of divorce up until January 1, 2013. He worked at Miller Brewing Company as a driver. Jonathan lost his job at the end of December 2012 and beginning in January he began paying only \$100.00 per month for 4 months and then had paid nothing since that time.

DATE DUE	DATE PAID	AMOUNT DUE	AMOUNT PAID
1/1/10	1/1/10	\$550.00	\$550.00
2/1/10	2/1/10	\$550.00	\$550.00
3/1/10	3/1/10	\$550.00	\$550.00
4/1/10	4/1/10	\$550.00	\$550.00
5/1/10	5/1/10	\$550.00	\$550.00
6/1/10	6/1/10	\$550.00	\$550.00
7/1/10	7/1/10	\$550.00	\$550.00
8/1/10	8/1/10	\$550.00	\$550.00
9/1/10	9/1/10	\$550.00	\$550.00
10/1/10	10/1/10	\$550.00	\$550.00
11/1/10	11/1/10	\$550.00	\$550.00
12/1/10	12/1/10	\$550.00	\$550.00
1/1/11	1/1/11	\$550.00	\$550.00
2/1/11	2/1/11	\$550.00	\$550.00
3/1/11	3/1/11	\$550.00	\$550.00
4/1/11	4/1/11	\$550.00	\$550.00
5/1/11	5/1/11	\$550.00	\$550.00
6/1/11	6/1/11	\$550.00	\$550.00
7/1/11	7/1/11	\$550.00	\$550.00
8/1/11	8/1/11	\$550.00	\$550.00
9/1/11	9/1/11	\$550.00	\$550.00
10/1/11	10/1/10	\$550.00	\$550.00
11/1/11	11/1/11	\$550.00	\$550.00
12/1/11	12/1/11	\$550.00	\$550.00
1/1/12	1/1/12	\$550.00	\$550.00
2/1/12	2/1/12	\$550.00	\$550.00
3/1/12	3/1/12	\$550.00	\$550.00
4/1/12	4/1/12	\$550.00	\$550.00
5/1/12	5/1/12	\$550.00	\$550.00
6/1/12	6/1/12	\$550.00	\$550.00
7/1/12	7/1/12	\$550.00	\$550.00
8/1/12	8/1/12	\$550.00	\$550.00
9/1/12	9/1/12	\$550.00	\$550.00
10/1/12	10/1/12	\$550.00	\$550.00
11/1/12	11/1/12	\$550.00	\$550.00
12/1/12	12/1/12	\$550.00	\$550.00

1/1/13		\$550.00	\$100.00
2/1/13		\$550.00	\$100.00
3/1/13		\$550.00	\$100.00
4/1/13		\$550.00	\$100.00
5/1/13		\$550.00	\$0.00
6/1/13		\$550.00	\$0.00
7/1/13		\$550.00	\$0.00
8/1/13		\$550.00	\$0.00

He did call Jennifer when he lost his job and she agreed for him to watch the kids for her after school and he would only have to pay \$100.00 per month in child support. Jennifer says that she never agreed to that.

He is currently doing some construction work for his dad and is paid only in cash.

UNINSURED MEDICAL

Since he lost his job, he has lost the health insurance that was covering the children. Jennifer has covered them through her employment since January 1, 2013 but Jonathan has not reimbursed her for the premiums of \$252.00 for January 1, 2013 through August 1, 2013 for a total of \$2,016.00.

There are also uninsured medical expenses that Jennifer claims that Jonathan owes from January 2010 totaling \$654.38 but Jonathan claims that he never received a copy of the receipt. Upon further investigation, the receipt shows that the expense was incurred on November 15, 2010 which was pre-divorce.

VISITATION

Jennifer also wants included in the enforcement action that Jonathan violated the decree by not allowing her to have her summer weekend possession. She gave Jonathan notice before April 1st that she was going to exercise her summer weekend possession the weekend of June 21-23, 2013 but Jonathan did not bring the children to her house for her possession. Jonathan says that the decree says that she has to pick up the children' from where he is and they were in Galveston at that time.

The decree provides that:

Summer Weekend Possession by JENNIFER JONES

If JENNIFER JONES gives JONATHAN JONES written notice by April 15 of a year, JENNIFER JONES shall have possession of the children on any one weekend beginning at 6:00 P.M. on Friday and ending at 6:00 P.M. on the following Sunday during any one period of the extended summer possession by JONATHAN JONES in that year, provided that JENNIFER JONES picks up the children JONATHAN JONES and returns the children to that same place.

ATTORNEY'S FEES:

Jennifer has incurred attorney's fees and costs as follows:

Attorney's Fees \$3,467.92 (not including trial)

Service Fee \$225.00

DALLAS COUNTY, TEXAS

Jennifer Jones and Jonathan Jones and in the Interest of Jacob Jones, Jessica Jones and Jillian

Jones, Minor Children," in the 255th District Court of Collin County, the Court signed an Agreed Final Decree of Divorce that appears in the minutes of this Court, and states in relevant part as follows:

Child Support

IT IS ORDERED that JONATHAN JONES is obligated to pay and shall pay to JENNIFER JONES child support of Five Hundred Fifty Dollars and No Cents (\$550.00) per month, with the first payment being due and payable on January 1, 2010 and a like payment of Five Hundred Fifty Dollars and No Cents (\$550.00) being due and payable on the first (1ST) 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, provided that the periodic child support payments shall continue to be due and payable until the end of the month in which the child graduates from high school if the child:***
 - (1) enrolled:
 - (2) under Chapter 25, Education Code, in an accredited secondary school in a program leading toward a high school diploma, the periodic child support payments shall continue to be due and paid until the end of the month in which the child graduates from high school;
 - (3) under Section 130.008, Education Code, in courses for joint high school and junior college credit; or
 - (4) on a full-time basis in a private secondary school in a program leading toward a high school diploma; and
 - b. complying with:
 - (1) the minimum attendance requirements of Subchapter C, Chapter 25, Education Code; or
 - (2) the minimum attendance requirements imposed by the school in which the child is enrolled in a private secondary school;
2. any child marries;
3. any child dies;
4. any child's disabilities are otherwise removed for general purposes; or
5. further order modifying this child support.

Thereafter, ***JONATHAN JONES*** is ORDERED to pay to ***JENNIFER JONES*** child support of ***Four Hundred Fifty Eight Dollars and Thirty Three Cents*** (\$458.33) per month, 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 and a like sum of ***Four Hundred Fifty Eight Dollars and Thirty Three Cents*** (\$458.33) due and payable on the 1ST day of each month thereafter until the next occurrence of one of the events specified above.

Thereafter, ***JONATHAN JONES*** is ORDERED to pay to ***JENNIFER JONES*** child support of ***Three Hundred Sixty Six Dollars and Sixty Seven Cents*** (\$366.67) per month, 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 and a like sum of ***Three Hundred Sixty Six Dollars and Sixty Seven Cents*** (\$366.37) being due and payable on the first (1ST) day of each month thereafter until the next occurrence of one of the events specified above.

Payment

IT IS FURTHER ORDERED that all child-support payments are to be made through the state disbursement unit at Texas Child Support Disbursement Unit at P.O. Box 659791, San Antonio, Texas 78265-9791 and then remitted by that agency to **JENNIFER JONES** for the support of the children.

6. Respondent, **JONATHAN JONES**, has violated the order described as follows:

COUNT 1. On December 14, 2009, Respondent, **JONATHAN JONES** was ORDERED to pay child support on January 1, 2013 in the amount of FIVE HUNDRED FIFTY DOLLARS AND NO CENTS (\$550.00) to **JENNIFER JONES** through the **Texas Disbursement Unit**. Respondent has failed and refused to pay said total child support payment through the Texas Disbursement Unit.

COUNT 2. On December 14, 2009, Respondent, **JONATHAN JONES** was ORDERED to pay child support on February 1, 2013 in the amount of FIVE HUNDRED FIFTY DOLLARS AND NO CENTS (\$550.00) to **JENNIFER JONES** through the **Texas Disbursement Unit**. Respondent has failed and refused to pay said total child support payment through the Texas Disbursement Unit.

COUNT 3. On December 14, 2009, Respondent, **JONATHAN JONES** was ORDERED to pay child support on March 1, 2013 in the amount of FIVE HUNDRED FIFTY DOLLARS AND NO CENTS (\$550.00) to **JENNIFER JONES** through the **Texas Disbursement Unit**. Respondent has failed and refused to pay said total child support payment through the Texas Disbursement Unit.

COUNT 4. On December 14, 2009, Respondent, **JONATHAN JONES** was ORDERED to pay child support on April 1, 2013 in the amount of FIVE HUNDRED FIFTY DOLLARS AND NO CENTS (\$550.00) to **JENNIFER JONES** through the **Texas Disbursement Unit**. Respondent has failed and refused to pay said total child support payment through the Texas Disbursement Unit.

COUNT 5. On December 14, 2009, Respondent, **JONATHAN JONES** was ORDERED to pay child support on May 1, 2013 in the amount of FIVE HUNDRED FIFTY DOLLARS AND NO CENTS (\$550.00) to **JENNIFER JONES** through the **Texas Disbursement Unit**. Respondent has failed and refused to pay said total child support payment through the Texas Disbursement Unit.

COUNT 6. On December 14, 2009, Respondent, **JONATHAN JONES** was ORDERED to pay

child support on June 1, 2013 in the amount of FIVE HUNDRED FIFTY DOLLARS AND NO CENTS (\$550.00) to **JENNIFER JONES** through the **Texas Disbursement Unit**. Respondent has failed and refused to pay said total child support payment through the Texas Disbursement Unit.

COUNT 7. On December 14, 2009, Respondent, **JONATHAN JONES** was ORDERED to pay child support on July 1, 2013 in the amount of FIVE HUNDRED FIFTY DOLLARS AND NO CENTS (\$550.00) to **JENNIFER JONES** through the **Texas Disbursement Unit**. Respondent has failed and refused to pay said total child support payment through the Texas Disbursement Unit.

COUNT 8. On December 14, 2009, Respondent, **JONATHAN JONES** was ORDERED to pay child support on August 1, 2013 in the amount of FIVE HUNDRED FIFTY DOLLARS AND NO CENTS (\$550.00) to **JENNIFER JONES** through the **Texas Disbursement Unit**. Respondent has failed and refused to pay said total child support payment through the Texas Disbursement Unit.

Contempt Allegations and Payment Record

7. Respondent has violated the order described above as follows:

JONATHAN JONES, Respondent, is in contempt of court for failing to pay to Movant the full amount of child support due on each of the payment dates shown below. Further, none of the payments were made through the State Disbursement Unit.

Violation	Date Due	Date Paid	Amount Due	Amount Paid
	01/01/10	01/01/10	\$550.00	\$550.00
	02/01/10	02/01/10	\$550.00	\$550.00
	03/01/10	03/01/10	\$550.00	\$550.00
	04/01/10	04/01/10	\$550.00	\$550.00
	05/01/10	05/01/10	\$550.00	\$550.00
	06/01/10	06/01/10	\$550.00	\$550.00
	07/01/10	07/01/10	\$550.00	\$550.00
	08/01/10	08/01/10	\$550.00	\$550.00
	09/01/10	09/01/10	\$550.00	\$550.00
	10/01/10	10/01/10	\$550.00	\$550.00
	11/01/10	11/01/10	\$550.00	\$550.00
	12/01/10	12/01/10	\$550.00	\$550.00
	01/01/11	01/01/11	\$550.00	\$550.00
	02/01/11	02/01/11	\$550.00	\$550.00
	03/01/11	03/01/11	\$550.00	\$550.00
	04/01/11	04/01/11	\$550.00	\$550.00
	05/01/11	05/01/11	\$550.00	\$550.00

	06/01/11	06/01/11	\$550.00	\$550.00
	07/01/11	07/01/11	\$550.00	\$550.00
	08/01/11	08/01/11	\$550.00	\$550.00
	09/01/11	09/01/11	\$550.00	\$550.00
	10/01/11	10/01/11	\$550.00	\$550.00
	11/01/11	11/01/11	\$550.00	\$550.00
	12/01/11	12/01/11	\$550.00	\$550.00
	01/01/12	01/01/12	\$550.00	\$550.00
	02/01/12	02/01/12	\$550.00	\$550.00
	03/01/12	03/01/12	\$550.00	\$550.00
	04/01/12	04/01/12	\$550.00	\$550.00
	05/01/12	05/01/12	\$550.00	\$550.00
	06/01/12	06/01/12	\$550.00	\$550.00
	07/01/12	07/01/12	\$550.00	\$550.00
	08/01/12	08/01/12	\$550.00	\$550.00
	09/01/12	09/01/12	\$550.00	\$550.00
	10/01/12	10/01/12	\$550.00	\$550.00
	11/01/12	11/01/12	\$550.00	\$550.00
	12/01/12	12/01/12	\$550.00	\$550.00
1	01/01/13	01/01/13	\$550.00	\$100.00
2	02/01/13	02/01/13	\$550.00	\$100.00
3	03/01/13	03/01/13	\$550.00	\$100.00
4	04/01/13	04/01/13	\$550.00	\$100.00
5	05/01/13		\$550.00	\$0.00
6	06/01/13		\$550.00	\$0.00
7	07/01/13		\$550.00	\$0.00
8	08/01/13		\$550.00	\$0.00
			\$24,200.00	\$20,200.00

A copy of the record of child support payments maintained by the Title IV-D agency (Office of the Attorney General) is attached hereto as Exhibit “A”.

8. On December 14, 2009, This Court signed an Order entitled “***Final Decree***” that appears in the minutes of this Court, and states in relevant part as follows:

Medical Support

IT IS ORDERED that medical support shall be provided for the child as follows:

1. JONATHAN JONES’s Responsibility—It is the intent and purpose of this decree that JONATHAN JONES shall, at all times, provide medical support for the children as additional child support. IT IS THEREFORE ORDERED that, as additional child support, JONATHAN JONES shall provide medical support for the parties’ children, for as long as child support is payable under the terms of this decree, as set out herein.

2. *Definitions*—“Health insurance” means insurance coverage that provides basic health-care services, including usual physician services, office visits, hospitalization, and laboratory, X-ray, and emergency services, and may be provided in the form of an indemnity insurance contract or plan, a preferred provider organization or plan, a health maintenance organization, or any combination thereof.

“Reasonable cost” means the cost of a health insurance premium that does not exceed 10 percent of the responsible parent’s net income in a month.

3. *Insurance through JENNIFER JONES’s Employment, Union, Trade Association, or Other Organization*—The Court finds that the children are enrolled as beneficiaries of a health insurance plan provided through JENNIFER JONES’s employment or membership in a union, trade association, or other organization at a reasonable cost. **IT IS ORDERED** that JENNIFER JONES shall, as long as health insurance is available for the children through JENNIFER JONES’s employment or membership in a union, trade association, or other organization, maintain the children as dependents on his health insurance plan. JONATHAN JONES is **ORDERED** to pay to JENNIFER JONES, through the registry prescribed in this decree, the cost of insuring the children (and any increases thereon upon notice from JENNIFER JONES) on JENNIFER JONES’s health insurance plan, (presently in the amount of \$200.00 per month and shall not exceed the sum of \$200.00 per month until such time as JONATHAN JONES obtains full time employment) as additional child support for HALEY ELIZABETH OBERG, AVERY ANNETTE OBERG AND WYATT HOWARD OBERG, with the first installment being due and payable on October 1, 2005 and a like payment being due and payable on the first (1ST) day of each month thereafter. **IT IS ORDERED** that any employer of JONATHAN JONES shall be ordered to withhold from earnings for such additional child support from the disposable earnings of JONATHAN JONES for the support of HALEY ELIZABETH OBERG, AVERY ANNETTE OBERG AND WYATT HOWARD OBERG. JONATHAN JONES is further **ORDERED** to pay to JENNIFER JONES at his last known address any increase in the cost of insuring the children on JENNIFER JONES’s health insurance plan, beginning on the first day of the month following the date JONATHAN JONES receives written notice of the amount of the increase in premium from JENNIFER JONES. Accompanying the first such written notification and any subsequent notifications informing of a change in the premium amount, JENNIFER JONES is **ORDERED** to provide JONATHAN JONES with documentation from his employer, union, trade association, or other organization of the cost to JENNIFER JONES of providing coverage for the children.

Upon obtaining full time employment, JONATHAN JONES may purchase and maintain at her sole cost and expense, health insurance coverage on the parties’ minor children, provided that the health insurance coverage is at least equivalent to the health insurance coverage maintained by JENNIFER JONES. Upon obtaining health insurance coverage at her sole cost and expense, JONATHAN JONES shall no longer be obligated to reimburse JENNIFER JONES the cost of insuring the parties’ minor children.

4. *Claim Forms*—Except as provided in paragraph 8. below, the party who is not carrying the health insurance policy covering the child is **ORDERED** to submit to the party carrying the policy, within ten days of receiving them, any and all forms, receipts, bills, and statements reflecting the health-care expenses the party not carrying the policy incurs on behalf of the child.

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

5. *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 the child shall belong to the party who incurred and 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 incurred and 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.*
6. *Filing by Party Not Carrying Insurance—In accordance with article 3.51-13 of the Texas Insurance Code, IT IS ORDERED that the party who is not carrying the health insurance policy covering the child may, at that party’s option, file directly with the insurance carrier with whom coverage is provided for the benefit of the child any claims for health-care expenses, including but not limited to medical, hospitalization, and dental costs and receive payments directly from the insurance company.*
7. *Secondary Coverage—IT IS ORDERED that nothing in this decree shall prevent either party from providing secondary health insurance coverage for the child at that party’s sole cost and expense. IT IS FURTHER ORDERED that if a party provides secondary health insurance coverage for the child, both parties shall cooperate fully with regard to the handling and filing of claims with the insurance carrier providing the coverage in order to maximize the benefits available to the child and to ensure that the party who pays for health-care expenses for the child is reimbursed for the payment from both carriers to the fullest extent possible.*
8. *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 child in order to assure maximum reimbursement or direct payment by the insurance company of the incurred health-care expense, including but not limited to requirements for advance notice to carrier, second opinions, and the like. Each party is ORDERED to attempt to use “preferred providers,” or services within the health maintenance organization, if applicable; however, this provision shall not apply if emergency care is required. Disallowance of the bill by a health insurer shall not excuse the obligation of either party to make payment; however, if a bill is disallowed or the benefit reduced because of the failure of a party to follow procedures or requirements of the carrier, IT IS ORDERED that the party failing to follow the carrier’s procedures or requirements shall be wholly responsible for the increased portion of that bill.*

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

child shall be wholly responsible for all medical and hospital expenses incurred in connection therewith.

If health insurance coverage for the child is provided through a health maintenance organization (HMO) or preferred provider organization (PPO), the parties are ORDERED to use health-care providers who are employed by the HMO or approved by the PPO whenever feasible. If health-care expenses are incurred by using that HMO or PPO plan, JENNIFER JONES is ORDERED to pay fifty percent (50%) and JONATHAN JONES is ORDERED to pay fifty percent (50%) percent of all reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of the child, including, 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, for as long as child support is payable under the terms of this decree. If a party incurs health-care expenses for a child by using the services of health-care providers not employed by the HMO or approved by the PPO, except in an emergency, without the written agreement of the other party, the party incurring the services is ORDERED to pay one hundred percent (100%) and the other party is ORDERED to pay -0- percent (0%) of all reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of the child, as set out above. If a party incurs health-care expenses for a child by using the services of health-care providers not employed by the HMO or approved by the PPO in an emergency or with the written agreement of the other party, the party incurring the services is ORDERED to pay fifty percent (50%) and the other party is ORDERED to pay fifty percent (50%) of all reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of the child, as set out above.

If the child is enrolled in a health-care plan that is not an HMO or a PPO, JENNIFER JONES is ORDERED to pay fifty percent (50%) and JONATHAN JONES is ORDERED to pay fifty percent (50%) of all reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of the child, including, without limitation, the yearly deductible, if any, and medical, surgical, prescription drug, mental health-care services, dental, eye care, ophthalmological, and orthodontic charges, for as long as child support is payable under the terms of this decree.

9. *Payment of Uninsured Expenses—IT IS ORDERED that the party who pays for a health-care expense on behalf of the child shall submit to the other party, within ten days of receiving them, all forms, receipts, bills, and explanations of benefits paid reflecting the uninsured portion of the health-care expenses the paying party incurs on behalf of the child. IT IS FURTHER ORDERED that, within ten days after the nonpaying party receives the explanation of benefits stating benefits paid, that party shall pay his or her share of the uninsured portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the paying party for any advance payment exceeding the paying party’s share of the expenses.*
10. *Exclusions—The provisions above concerning uninsured expenses shall not be interpreted to include expenses for travel to and from the health-care provider or for nonprescription medication.*
11. *Reasonableness of Charges—IT IS ORDERED that reasonableness of the charges for health-care expenses shall be presumed on presentation of the bill to a party and that disallowance of the bill by a health insurer shall not excuse that party’s obligation to*

make payment or reimbursement as otherwise provided herein.

12. **Information Required—IT IS ORDERED** that a party providing health insurance shall furnish to the other party the following information no later than the thirtieth day after the date the notice of the rendition of this decree is received:
- a. *the Social Security number of the party providing insurance;*
 - b. *the name and address of the employer of the party providing insurance;*
 - c. *whether the employer is self-insured or has health insurance available;*
 - d. *proof that health insurance has been provided for the child; and*
 - e. *the name of the health insurance carrier, the number of the policy, a copy of the policy and schedule of benefits, a health insurance membership card, claim forms, and any other information necessary to submit a claim or, if the employer is self-insured, a copy of the schedule of benefits, a membership card, claim forms, and any other information necessary to submit a claim.*

IT IS FURTHER ORDERED that any party carrying health insurance on the child shall furnish to the other party a copy of any renewals or changes to the policy no later than the fifteenth day after the renewal or change is received.

IT IS FURTHER ORDERED that a party providing health insurance shall provide to the other party any additional information regarding health insurance coverage that becomes available to the party providing insurance. **IT IS FURTHER ORDERED** that the information shall be provided no later than the fifteenth day after the date the information is received.

13. **Termination or Lapse of Insurance—If** the health insurance coverage for the child lapses or terminates, the party who is providing the insurance is **ORDERED** to notify the other party no later than the fifteenth day after the date of termination or lapse. If additional health insurance is available or becomes available at a reasonable cost to JENNIFER JONES for the child, JENNIFER JONES is **ORDERED** to notify JONATHAN JONES no later than the fifteenth day after the date the insurance becomes available and to enroll the child in a health insurance plan at the next available enrollment period.
14. **Place of Transmittal—IT IS ORDERED** that all bills, invoices, statements, claims, explanations of benefits, insurance policies, medical insurance identification cards, other documents, and written notices, as well as payments, required to be transmitted by one party to the other under the health-care coverage and health insurance provisions of this decree shall be transmitted by the sending party to the residence of the receiving party.
15. **WARNING—A PARENT ORDERED TO PROVIDE HEALTH INSURANCE WHO FAILS TO DO SO IS LIABLE FOR NECESSARY MEDICAL EXPENSES OF THE CHILD[REN], WITHOUT REGARD TO WHETHER THE EXPENSES WOULD HAVE BEEN PAID IF HEALTH INSURANCE HAD BEEN PROVIDED, AND FOR THE COST OF HEALTH INSURANCE PREMIUMS OR CONTRIBUTIONS, IF ANY, PAID ON BEHALF OF THE CHILD.**

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

IT IS ORDERED that the provisions for child support in this decree shall be an

obligation of the estate of JONATHAN JONES and shall not terminate on the death of JONATHAN JONES. Payments received for the benefit of the children from the Social Security Administration, Department of Veterans Affairs, other governmental agency, or life insurance shall be a credit against this obligation.

9. Respondent, **JONATHAN JONES**, has violated the order described as follows:

COUNT 9. On December 14, 2009, Respondent, **JONATHAN JONES** was ORDERED to provide medical support on January 1, 2013, or in the alternative, pay to **JENNIFER JONES**, the cost of insuring the parties' children in the amount of TWO HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$252.00). Respondent has failed to insure the parties children or pay to **JENNIFER JONES** the cost of insuring the parties' children in the amount of TWO HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$252.00).

COUNT 10. On December 14, 2009, Respondent, **JONATHAN JONES** was ORDERED to provide medical support on February 1, 2013, or in the alternative, pay to **JENNIFER JONES**, the cost of insuring the parties' children in the amount of TWO HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$252.00). Respondent has failed to insure the parties children or pay to **JENNIFER JONES** the cost of insuring the parties' children in the amount of TWO HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$252.00).

COUNT 11. On December 14, 2009, Respondent, **JONATHAN JONES** was ORDERED to provide medical support on March 1, 2013, or in the alternative, pay to **JENNIFER JONES**, the cost of insuring the parties' children in the amount of TWO HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$252.00). Respondent has failed to insure the parties children or pay to **JENNIFER JONES** the cost of insuring the parties' children in the amount of TWO HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$252.00).

COUNT 12. On December 14, 2009, Respondent, **JONATHAN JONES** was ORDERED to provide medical support on April 1, 2013, or in the alternative, pay to **JENNIFER JONES**, the cost of insuring the parties' children in the amount of TWO HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$252.00). Respondent has failed to insure the parties children or pay to **JENNIFER JONES** the

cost of insuring the parties’ children in the amount of TWO HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$252.00).

COUNT 13. On December 14, 2009, Respondent, ***JONATHAN JONES*** was ORDERED to provide medical support on May 1, 2013, or in the alternative, pay to ***JENNIFER JONES***, the cost of insuring the parties’ children in the amount of TWO HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$252.00). Respondent has failed to insure the parties children or pay to ***JENNIFER JONES*** the cost of insuring the parties’ children in the amount of TWO HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$252.00).

COUNT 14. On December 14, 2009, Respondent, ***JONATHAN JONES*** was ORDERED to provide medical support on June 1, 2013, or in the alternative, pay to ***JENNIFER JONES***, the cost of insuring the parties’ children in the amount of TWO HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$252.00). Respondent has failed to insure the parties children or pay to ***JENNIFER JONES*** the cost of insuring the parties’ children in the amount of TWO HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$252.00).

COUNT 15. On December 14, 2009, Respondent, ***JONATHAN JONES*** was ORDERED to provide medical support on July 1, 2013, or in the alternative, pay to ***JENNIFER JONES***, the cost of insuring the parties’ children in the amount of TWO HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$252.00). Respondent has failed to insure the parties children or pay to ***JENNIFER JONES*** the cost of insuring the parties’ children in the amount of TWO HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$252.00).

COUNT 16. On August 1, 2008, Respondent, ***JONATHAN JONES*** was ORDERED to provide medical support on August 1, 2013, or in the alternative, pay to ***JENNIFER JONES***, the cost of insuring the parties’ children in the amount of TWO HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$252.00). Respondent has failed to insure the parties children or pay to ***JENNIFER JONES*** the cost of insuring the parties’ children in the amount of TWO HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$252.00).

COUNT 17. On August 1, 2008, Respondent was ORDERED to pay fifty percent (50%) of all

reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of the parties' children. Respondent failed to pay fifty percent (50%) of the Baylor Hospital bill in the amount of \$600.00 dated November 15, 2010 and attached hereto as Exhibit "A".

COUNT18. On August 1, 2008, Respondent was ORDERED to pay fifty percent (50%) of all reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of the parties' children. Respondent failed to pay fifty percent (50%) of the Technology Services bill in the amount of \$448.00 dated November 15, 2010 and attached hereto as Exhibit "B".

COUNT 19. On August 1, 2008, Respondent was ORDERED to pay fifty percent (50%) of all reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of the parties' children. Respondent failed to pay fifty percent (50%) of the Dr. William Jones bill in the amount of \$260.76 dated November 15, 2010 and attached hereto as Exhibit "C".

Contempt Allegations and Payment Record

10. Respondent has violated the order described above as follows:

JONATHAN JONES, Respondent, is in contempt of court for failing to provide medical support, or in the alternative, pay to **JENNIFER JONES**, the cost of insuring the parties' children in the amount of TWO HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$252.00).

Violation	Date Due	Date Paid	Amount Due	Amount Paid
9	01/01/13	01/01/13	\$252.00	\$0.00
10	02/01/13	02/01/13	\$252.00	\$0.00
11	03/01/13	03/01/13	\$252.00	\$0.00
12	04/01/13	04/01/13	\$252.00	\$0.00
13	05/01/13	05/01/13	\$252.00	\$0.00
14	06/01/13	06/01/13	\$252.00	\$0.00
15	07/01/13	07/01/13	\$252.00	\$0.00
16	08/01/13	08/01/13	\$252.00	\$0.00
17	11/15/10		300.00	\$0.00
18	11/15/10		224.00	\$0.00
19	11/15/10		130.38	\$0.00
			\$2,674.38	\$0.00

11. On December 14, 2009, This Court signed an Order entitled “***Final Decree***” that appears in the minutes of this Court, and states in relevant part as follows:

Summer Weekend Possession by JENNIFER JONES

If JENNIFER JONES gives JONATHAN JONES written notice by April 15 of a year, JENNIFER JONES shall have possession of the children on any one weekend beginning at 6:00 P.M. on Friday and ending at 6:00 P.M. on the following Sunday during any one period of the extended summer possession by JONATHAN JONES in that year, provided that JENNIFER JONES picks up the children JONATHAN JONES and returns the children to that same place.

Contempt Allegations and Payment Record

12. Respondent has violated the order described above as follows:

JONATHAN JONES, Respondent, is in contempt of court for denying Movant possession of the children for Movant’s summer weekend possession.

COUNT 20. On August 1, 2008, If JENNIFER JONES gives JONATHAN JONES written notice by April 15 of a year, JENNIFER JONES shall have possession of the children on any one weekend beginning at 6:00 P.M. on Friday and ending at 6:00 P.M. on the following Sunday during any one period of the extended summer possession by JONATHAN JONES in that year, provided that JENNIFER JONES picks up the children JONATHAN JONES and returns the children to that same place. Respondent denied Movant possession of the minor children for Movant’s 2012 summer weekend possession period.

13. Movant request that respondent be held in criminal contempt, jailed for a period of not more than six (6) months for each violation (to run concurrently), and fined not more than ***Five Hundred Dollars and No Cents*** (\$500.00).

14. Movant believes, based on the repeated past violations of the Court's order by Respondent, that Respondent will continue to fail to comply with the order. Movant requests that Respondent be held in contempt, jailed for a period of not more than six (6) months for each violation (to run concurrently), and fined not more than ***Hundred Dollars and No Cents*** (\$500.00) for each failure to comply with this Court's

order from the date of this filing to the date of the hearing on this motion.

15. Movant requests that Respondent be confined in the county jail until Respondent complies with the orders of the Court.

16. Respondent's total arrearage at the time of filing is **\$4,830.88**. Movant request confirmation of all arrearage shown at trial and rendition of judgment plus prejudgment and post-judgment interest, attorney's fees, and costs.

17. Movant requests that Respondent be placed on supervised probation for five years upon release from jail or suspension of commitment.

18. Respondent has been in arrears for 30 days or more for some portion of the amount due and is in arrears for an amount equal to one month's support. Movant requests the court to order income withheld for child support or order a bond or security.

19. Movant request that, if the Court finds any part of the order sought to be enforced is not specific enough to be enforced by contempt, the Court enter a clarifying order, specify in its clarifying order the duties imposed on Respondent and a reasonable time within which compliance will be required, and grant all other relief permitted by law.

20. It was necessary to secure the services of **FREDERICK S. ADAMS, JR.**, a licensed attorney, to enforce and protect the rights of **JENNIFER JONES** and the children the subject of this suit. Respondent should be ordered to pay a reasonable attorney's fee, to be taxed as costs and ordered paid directly to the undersigned attorney. Movant request that Respondent be ordered to pay costs of this Court proceeding.

Movant prays that Respondent be held in contempt and punished as requested, that a judgment be granted for arrearage plus prejudgment and post-judgment interest, that the Court order supervised probation, that the Court order income withheld for child support or order a bond or security, that the Court clarify any part of its prior order found not specific enough to be enforced by contempt, and for attorney's fees and costs.

WHEREFORE PREMISES CONSIDERED, Movant prays that Respondent be held in contempt and punished as requested; that a judgment be granted for arrearage plus prejudgment and post-judgment interest; that the Court order supervised probation; that the Court clarify any part of its prior order found not specific

enough to be enforced by contempt; that Movant recover his attorney's fees and costs; that the Court order reimbursement of psychological fees incurred by Movant; and for such other and further relief either at law or in equity to which Movant may show herself justly entitled.

Respectfully submitted,

**QUILLING, SELANDER, LOWNDS, WINSLETT
& MOSER, P.C.**

2001 Bryan Street, Suite 1800

Dallas, TX 75201

Tel: (214) 871-2100

Fax: (214) 871-2111

By: _____

FREDERICK S. ADAMS, JR.

State Bar No. 00856500

Attorney for ***JENNIFER JONES***

Order to Appear

Respondent, **JONATHAN JONES**, is ORDERED to appear and respond to this Motion for Enforcement on _____ at _____ . m. The purpose of this hearing is to determine whether the relief requested in this motion should be granted.

It is further ordered that any authorized person eighteen years of age or older who is not a party to or interested in the outcome of this suit may serve any citation, notice, or process in this case.

SIGNED on _____.

JUDGE PRESIDING

NO. 53819-03

IN THE MATTER
OF THE MARRIAGE OF

JENNIFER JONES
AND
JONATHAN JONES

AND IN THE INTEREST OF
JACOB JONES
JESSICA JONES
JILLIAN JONES

MINOR CHILDREN

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IN THE DISTRICT COURT

255th JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

ANSWER TO MOTION FOR ENFORCEMENT

COMES NOW, *JONATHAN JONES* and files this his Answer Motion for Enforcement and in support thereof would show unto the court the following:

I.

Respondent enters a general denial.

II.

Respondent pleads, as an affirmative defense that Movant voluntarily relinquished to Respondent actual possession and control of the child for a time period in excess of any court ordered periods of Respondent's possession of and access to the child. Actual support was provided by Respondent.

III.

By way of affirmative defense, Respondent pleads that he lacked the ability to provide support in the amount ordered; lacked property that could be sold, mortgaged or otherwise pledged to raise funds needed; attempted to unsuccessfully to borrow the funds needed and to have no source from which the money could have been borrowed or legally obtained.

WHEREFORE PREMISES CONSIDERED, Respondent prays that this Court deny all of the requested relief sought by Movant, that Respondent be granted offset for actual support provided by Movant during the periods of possession in excess of those awarded to him under the decree and that

Respondent be awarded his reasonable and necessary attorney's fees for having to defend said motion.

Respectfully submitted

KIMBERLY M. NAYLOR
Loveless & Naylor
2900 Airport Freeway
Fort Worth, Texas 76111
Telephone: (817) 831-6800
Facsimile: (817) 831-6879

By: _____
KIMBERLY M. NAYLOR
State Bar No. 00793245
Attorney for ***JONATHAN JONES***

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 _____, 2013.

KIMBERLY M. NAYLOR
Attorney for ***JONATHAN JONES***

APPENDIX A

NO. _____

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**JUDICIAL DISTRICT**

**DALLAS COUNTY, TEXAS**

## 29

## Enforcement/Contempt

NAME: CHILD NO. 2

SEX: Male

BIRTHPLACE: Tyler, Texas

BIRTH DATE: April 28, 1989

PRESENT ADDRESS: w/Movant

SOCIAL SECURITY NO.: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

DRIVER'S LICENSE NO.: None

3. The parties entitled to notice are as follows:

a. RESPONDENT, 2220 S. Martin St., Kilgore, Texas, 75662, or 2500 Estes Parkway, Longview, Texas 75602, who is Respondent to this motion.

Process should be served at either address.

b. [\_\_\_\_], 3273 Dartmoore Court, Dallas, Texas, 75229, who is the person entitled to receive payments on behalf of the children in the order sought to be enforced.

No service is necessary at this time.

4. On April 14, 1994, the Court signed an order that appears in the minutes of the Court, and states

in relevant part as follows:

IT IS ORDERED AND DECREED that RESPONDENT is obligated to pay and, subject to the provisions for withholding from earnings for child support specified below, shall pay to [\_\_\_\_] child support of \$930.50 per month, with the first payment being due and payable on March 1, 1994 and a like payment being due and payable on the 1st 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 18 years, provided that, if the child is fully enrolled in an accredited secondary school in a program leading toward a high school diploma, the periodic child-support payments shall continue to be due and paid until the end of this school year in which the child graduates;
- (2) any child marries;
- (3) any child dies;
- (4) any child's disabilities are otherwise removed for general purposes;
- (5) any child is otherwise emancipated; or



## Enforcement/Contempt

- (6) further order modifying this child support.

IT IS ORDERED AND DECREED that all payments shall be made through Linda Smith, District Clerk, Rusk County, Texas, P.O. Box 1687, Henderson, Texas, 75653, Attention: Child Support Division, by cash, cashier's check or money order, and then remitted by that agency to [ ] for the support of the children.

As additional child support, IT IS ORDERED AND DECREED that RESPONDENT, shall, as long as child support is payable under the terms of this decree, reimburse [ ] one-half (1/2) of any and all health care expenses not paid by insurance that are incurred by or on behalf of the parties' children, including without limitation, prescription drug, psychiatric, psychological, dental and orthodontic charges.

5. Respondent has violated the order described as follows:

COUNT I. On September 1, 1994, Respondent, RESPONDENT was ORDERED to make a child support payment in the amount of \$930.50 to Linda Smith, District Clerk, Rusk County, Texas for the support of the minor children. Respondent has failed to make such payment.

Contempt Allegations and Payment Record

RESPONDENT is in contempt of court for failing to pay to [ ] through Linda Smith, District Clerk, Rusk County, Texas the full amount of child support due on each of the payment dates shown below.

| <u>Date Due</u>   | <u>Date Paid</u> | <u>Amount Due</u> | <u>Amount Paid</u> |
|-------------------|------------------|-------------------|--------------------|
| September 1, 1994 | N/A              | \$930.50          | -0-                |

6. Movant request that Respondent be held in contempt, jailed for a period not to exceed six (6) months for each violation (to run concurrently), and fined for each violation alleged above.

7. Movant believes, based on the repeated past violations of the Court's order by Respondent, that Respondent will continue to fail to comply with the order. Movant requests that Respondent be held in contempt, jailed for a period not to exceed six (6) months for each violation (to run concurrently), and fined for each failure to comply with this Court's order from the date of this filing to the date of the hearing on this motion. Specifically, Respondent will be responsible for child support to be paid under the order sought to be enforced on each of the following future dates and in the following amounts:

**Enforcement/Contempt**

| <u>DATE DUE</u>  | <u>AMOUNT DUE</u> |
|------------------|-------------------|
| October 1, 1994  | \$930.50          |
| November 1, 1994 | \$930.50          |
| December 1, 1994 | \$930.50          |
| January 1, 1995  | \$930.50          |

8. Movant requests that Respondent be confined in the county jail until Respondent complies with the order of the Court.

9. Respondent's total arrearage at the time of filling is \$930.50. Movant requests confirmation of all arrearage shown at trial and rendition of judgment plus prejudgment and post-judgment interest, attorney's fees, and costs.

10. Movant requests that Respondent be placed on supervised probation for five years upon release from jail or suspension of commitment.

11. Respondent has been in arrears for 30 days or more for some portion of the amount due and is in arrears for an amount equal to one month's support. Movant requests the court to order income withheld for child support or order a bond or security.

12. Movant request that, if the Court finds any part of the order sought to be enforced is not specific enough to be enforced by contempt, the Court enter a clarifying order, specify in its clarifying order the duties imposed on Respondent and a reasonable time within which compliance will be required, and grant all other relief permitted by law.

13. It was necessary to secure the services of FREDERICK S. ADAMS, JR., a licensed attorney, to enforce and protect the rights of [ ] and the children the subject of this suit. Respondent should be ordered to pay a reasonable attorney's fee, to be taxed as costs and ordered paid directly to the undersigned attorney. Movant request that Respondent be ordered to pay costs of this Court proceeding.

Movant prays that Respondent be held in contempt and punished as requested, that a judgment be

**Enforcement/Contempt**

granted for arrearage plus prejudgment and post-judgment interest, that the Court order supervised probation, that the Court order income withheld for child support or order a bond or security, that the Court clarify any part of its prior order found not specific enough to be enforced by contempt, and for attorney's fees and costs.

Respectfully submitted,

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FREDERICK S. ADAMS, JR.  
Attorney for Movant  
State Bar No. 00856500  
2926 Maple Avenue, Suite #200  
Dallas, Texas 75201  
(214) 827-5550  
(214) 827-9040 (FAX)

## Enforcement/Contempt

**ORDER TO APPEAR**

Respondent, RESPONDENT, is hereby ORDERED to personally appear in and respond to this Motion for Enforcement of Child-Support Order in \_\_\_\_\_ District Court, 600 Commerce Street, Dallas, Texas 75202 on \_\_\_\_\_, 19\_\_, at \_\_\_\_\_ o'clock \_\_.M. The purpose of this hearing is to determine whether the relief requested in this motion should be granted.

It is further ordered that any authorized person over 18 years of age or older who is not a party to or interested in the outcome of this suit may serve any citation, notice, or process in this cause.

SIGNED on \_\_\_\_\_, 19\_\_

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

## APPENDIX B

NO.

**§**

**JUDICIAL DISTRICT**

**DALLAS COUNTY, TEXAS**

**DALLAS COUNTY, TEXAS**

## 35

**Enforcement/Contempt**

payments of child support, in an order in cause number \_\_\_\_\_, styled "IN THE MATTER OF THE MARRIAGE OF RESPONDENT AND MOVANT AND IN THE INTEREST OF: CHILD NO. 1 AND CHILD NO. 2," in the 255TH JUDICIAL DISTRICT COURT of DALLAS County, Texas that appears in the minutes of the Court, and states in relevant part as follows:

IT IS ORDERED AND DECREED that [\_\_\_\_\_] is obligated to pay and, subject to the provisions for withholding from earnings for child support specified below, shall pay to [\_\_\_\_\_] child support of \$930.50 per month, with the first payment being due and payable on March 1, 1994 and a like payment being due and payable on the 1st 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 18 years, provided that, if the child is fully enrolled in an accredited secondary school in a program leading toward a high school diploma, the periodic child-support payments shall continue to be due and paid until the end of this school year in which the child graduates;
- (2) any child marries;
- (3) any child dies;
- (4) any child's disabilities are otherwise removed for general purposes;
- (5) any child is otherwise emancipated; or
- (6) further order modifying this child support.

IT IS ORDERED AND DECREED that all payments shall be made through Linda Smith, District Clerk, Rusk County, Texas, P.O. Box 1687, Henderson, Texas, 75653, Attention: Child Support Division, by cash, cashier's check or money order, and then remitted by that agency to [\_\_\_\_\_] for the support of the children.

The Court further finds that [\_\_\_\_\_] has failed to comply with the provisions of the order as follows:

COUNT I. On September 1, 1994, Respondent, [\_\_\_\_\_] was ORDERED to make a child support payment in the amount of \$930.50 to Linda Smith, District Clerk, Rusk County, Texas for the support of the minor children. Respondent failed to make such payment.

COUNT II. On October 1, 1994, Respondent, [\_\_\_\_\_] was ORDERED to make a child support payment in the amount of \$930.50 to Linda Smith, District Clerk, Rusk County, Texas for the support of the minor children. Respondent failed to make such payment.

**Enforcement/Contempt**

COUNT III. On November 1, 1994, Respondent, [ ] was ORDERED to make a child support payment in the amount of \$930.50 to Linda Smith, District Clerk, Rusk County, Texas for the support of the minor children. Respondent failed to make such payment.

COUNT IV. On December 1, 1994, Respondent, [ ] was ORDERED to make a child support payment in the amount of \$930.50 to Linda Smith, District Clerk, Rusk County, Texas for the support of the minor children. Respondent failed to make such payment.

COUNT V. On January 1, 1995, Respondent, [ ] was ORDERED to make a child support payment in the amount of \$930.50 to Linda Smith, District Clerk, Rusk County, Texas for the support of the minor children. Respondent failed to make such payment.

Contempt Findings and Findings on Arrears

The Court finds that Respondent has failed to pay child support as ordered to [ ] through RUSK COUNTY CHILD SUPPORT OFFICE in the amounts and on dates shown below:

| <u>Violation</u> | <u>Date Due</u>   | <u>Date Paid</u>   | <u>Amount Due</u> | <u>Amount Paid</u> |
|------------------|-------------------|--------------------|-------------------|--------------------|
| 1                | September 1, 1994 | September 28, 1994 | \$930.50          | \$200.00           |
| 2                | October 1, 1994   | October 3, 1994    | \$930.50          | \$123.00           |
| 3                | November 1, 1994  | November 8, 1994   | \$930.50          | \$500.00           |
| 4                | December 1, 1994  | December 6, 1994   | \$930.50          | \$611.00           |
| 5                | January 1, 1995   | January 6, 1995    | \$930.50          | \$244.00           |

The Court finds that Respondent was able to pay child support in the amounts and on the dates ordered as set out above and that Respondent is guilty of a separate act of contempt for each such separate failure to pay child support in the amounts ordered.

The Court further finds that on the day of this hearing Respondent has the ability to comply with the order of the Court by paying the child-support arrearages set forth in violations 1-5 enumerated above.

The Court further finds and confirms that Respondent is in arrears in the amount of \$2974.50, for the period September 1, 1994 through January 1, 1994. Judgment should be awarded against Respondent in the total amount of \$2974.50 for the arrearages.

The Court further finds that attorney's fees in the amount of \$2400.00 and costs in the amount of

**Enforcement/Contempt****Q - 21**

\$1008.00 should be assessed against Respondent.

**Relief Granted**

IT IS ADJUDGED that Respondent, [\_\_\_\_], is in contempt for each separate violation enumerated above.

**Criminal Contempt**

IT IS ORDERED that punishment for each separate violation is assessed at a fine of \$25.00 and confinement in the county jail of DALLAS, County, Texas, for a period of 30 Days.

IT IS THEREFORE ORDERED that Respondent is committed to the county jail of DALLAS, County, Texas, for a period of 30 Days for each separate violation enumerated above.

IT IS FURTHER ORDERED that each period of confinement assessed herein shall run and be satisfied concurrently.

**Civil Contempt**

IT IS FURTHER ORDERED that Respondent, [\_\_\_\_], shall be confined in the county jail of DALLAS, County, Texas until Respondent has complied with the following orders. IT IS ORDERED that Respondent:

1. pay \$2974.50 to [\_\_\_\_], through RUSK COUNTY CHILD SUPPORT OFFICE, as child-support arrearage; and
2. pay \$1008.00, as costs of this proceeding, to FREDERICK S. ADAMS, JR., at 2629 Maple Avenue, Suite #200, Dallas, Texas, 75201.
3. pay \$2400.00, as attorney's fees in this proceeding, to FREDERICK S. ADAMS, JR., attorney for [\_\_\_\_], at 2926 Maple Avenue, Suite #200, Dallas, Texas 75201.

**Judgment for Arrearage**

IT IS FURTHER ORDERED AND DECREED that [\_\_\_\_] is granted judgment for child-support arrearages, including any accrued interest, against Respondent in the amount of \$2974.50, such judgment bearing interest at 10 percent simple interest per year from the date this order is signed, for which let execution issue.



## Enforcement/Contempt

Attorney's Fees

IT IS ORDERED AND DECREED that attorney's fees of \$2400.00 are taxed as costs against Respondent, and [\_\_\_\_], Respondent, is ORDERED to pay those fees, by cash, cashier's check, or money order, directly to FREDERICK S. ADAMS, JR., Movant's attorney, at 2926 Maple Avenue, Suite #200, Dallas, Texas 75201 on or before 4:00 P.M. on July 16, 1995. The Attorney may enforce this order for attorney's fees in the attorney's own name.

Costs

IT IS FURTHER ORDERED AND DECREED that cost of court \$1008.00, are taxed against Respondent, and [\_\_\_\_], Respondent, is ORDERED to pay those fees directly to FREDERICK S. ADAMS, JR., at 2926 Maple Avenue, Suite #200, Dallas, Texas, 75201 on or before 4:00 P.M. on July 16, 1995.

Issuance of Process

IT IS ORDERED that all writs and other process necessary for the enforcement of this order be issued.

SIGNED on \_\_\_\_\_, 19\_\_

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

## APPENDIX C

**DALLAS COUNTY, TEXAS**

## 40

## Enforcement/Contempt

COURT of DALLAS County, Texas that appears in the minutes of the Court, and states in relevant part as follows:

IT IS ORDERED AND DECREED that [ ] is obligated to pay and, subject to the provisions for withholding from earnings for child support specified below, shall pay to [ ] child support of \$930.50 per month, with the first payment being due and payable on March 1, 1994 and a like payment being due and payable on the 1st 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 18 years, provided that, if the child is fully enrolled in an accredited secondary school in a program leading toward a high school diploma, the periodic child-support payments shall continue to be due and paid until the end of this school year in which the child graduates;
- (2) any child marries;
- (3) any child dies;
- (4) any child's disabilities are otherwise removed for general purposes;
- (5) any child is otherwise emancipated; or
- (6) further order modifying this child support.

IT IS ORDERED AND DECREED that all payments shall be made through Linda Smith, District Clerk, Rusk County, Texas, P.O. Box 1687, Henderson, Texas, 75653, Attention: Child Support Division, by cash, cashier's check or money order, and then remitted by that agency to [ ] for the support of the children.

The Court further finds that Respondent has failed to comply with and has violated the provisions of the order as follows:

COUNT I. On September 1, 1994, Respondent, [ ] was ORDERED to make a child support payment in the amount of \$930.50 to Linda Smith, District Clerk, Rusk County, Texas for the support of the minor children. Respondent failed to make such payment.

COUNT II. On October 1, 1994, Respondent, [ ] was ORDERED to make a child support payment in the amount of \$930.50 to Linda Smith, District Clerk, Rusk County, Texas for the support of the minor children. Respondent failed to make such payment.

COUNT III. On November 1, 1994, Respondent, [ ] was ORDERED to make a child support payment in the amount of \$930.50 to Linda Smith, District Clerk, Rusk County, Texas for

**Enforcement/Contempt**

the support of the minor children. Respondent failed to make such payment.

COUNT IV. On December 1, 1994, Respondent, [ ] was ORDERED to make a child support payment in the amount of \$930.50 to Linda Smith, District Clerk, Rusk County, Texas for the support of the minor children. Respondent failed to make such payment.

COUNT V. On January 1, 1995, Respondent, [ ] was ORDERED to make a child support payment in the amount of \$930.50 to Linda Smith, District Clerk, Rusk County, Texas for the support of the minor children. Respondent failed to make such payment.

Contempt Findings and Findings on Arrears

The Court finds that Respondent has failed to pay child support as ordered to [ ] through RUSK COUNTY CHILD SUPPORT OFFICE in the amounts and on dates shown below:

| <u>Violation</u> | <u>Date Due</u>    | <u>Date Paid</u>   | <u>Amount Due</u> | <u>Amount Paid</u> |
|------------------|--------------------|--------------------|-------------------|--------------------|
| 1                | September 11, 1994 | September 28, 1994 | \$930.50          | \$200.00           |
| 2                | October 1, 1994    | October 3, 1994    | \$930.50          | \$123.00           |
| 3                | November 1, 1994   | November 8, 1994   | \$930.50          | \$500.00           |
| 4                | December 1, 1994   | December 6, 1994   | \$930.50          | \$611.00           |
| 5                | January 1, 1995    | January 6, 19/95   | \$930.50          | \$244.00           |

The Court finds that Respondent was able to pay child support in the amounts and on the dates ordered as set out above and that Respondent is guilty of a separate act of contempt for each such separate failure to pay child support in the amounts ordered.

The Court further that on the day of this hearing Respondent has the ability to comply with the prior order of the Court by paying the child-support arrearages set forth in violations 1-5 enumerated above.

The Court further finds and confirms that Respondent is in arrears in the amount of \$2974.50, for the period September 1, 1994 through January 1, 1994. Judgment should be awarded against Respondent in the total amount of \$2974.50 for the arrearages.

The Court further that on the day of this hearing Respondent has the ability to comply with the prior order of the Court.

Relief Granted

IT IS ADJUDGED that Respondent, [ ], is in contempt for each separate violation

## Enforcement/Contempt

enumerated above.

Criminal Contempt

IT IS ORDERED that punishment for each separate violation is assessed at a fine of \$ \_\_\_\_\_ and confinement in the county jail of DALLAS, County, Texas, for a period of \_\_\_\_\_.

IT IS THEREFORE ORDERED that Respondent is committed to the county jail of DALLAS, County, Texas, for a period of \_\_\_\_\_ for each separate violation enumerated above.

IT IS FURTHER ORDERED that each period of confinement assessed herein shall run and be satisfied concurrently.

Civil Contempt

IT IS FURTHER ORDERED that Respondent, [ \_\_\_\_\_ ], shall thereafter be further confined in the county jail of DALLAS, County, Texas until Respondent has complied with the following orders. IT IS ORDERED that Respondent:

1. Pay \$2974.50 to Movant, through DALLAS COUNTY CHILD SUPPORT OFFICE, as child-support arrearage;
2. pay \$ \_\_\_\_\_, as costs of this proceeding, to [ \_\_\_\_\_ ], at 2926 Maple Avenue, Suite #200, Dallas, Texas 75201.
3. pay \$ \_\_\_\_\_, as attorney's fees in this proceeding, to FREDERICK S. ADAMS, JR., attorney for [ \_\_\_\_\_ ], at 2926 Maple Avenue, Suite #200, Dallas, Texas 75201.

Suspension of Commitment

IT IS FURTHER ORDERED that commitment is suspended on the following terms and conditions:.

1. pay \$2974.50 to Movant, through DALLAS COUNTY CHILD SUPPORT OFFICE, as child-support arrearage;
2. IT IS ORDERED that Respondent pay \$ \_\_\_\_\_, taxed herein as costs, by cash, cashier's check, or money order, to [ \_\_\_\_\_ ], at 2926 Maple Avenue, Suite #200, Dallas, Texas 75201 by \_\_\_\_\_ M. on \_\_\_\_\_, 19 \_\_\_\_.

**Enforcement/Contempt**

3. IT IS ORDERED THAT Respondent pay, by cash, cashier's check, or money order, as attorney's fees \$\_\_\_\_\_, taxed herein as costs, to FREDERICK S. ADAMS, JR., attorney for Movant, at 2926 Maple Avenue, Suite #200, Dallas, Texas 75201 by \_\_\_\_\_.M. on \_\_\_\_\_, 19\_\_\_\_. The Attorney may enforce this order for attorney's fees in the attorney's own name.

SIGNED on \_\_\_\_\_, 19\_\_\_\_

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