

IN THE MATTER OF	§	IN THE DISTRICT COURT
THE MARRIAGE OF	§	
KATERYNA ZIMMERMAN	§	
AND	§	201 st JUDICIAL DISTRICT
DONALD SHELLY ZIMMERMAN	§	
AND IN THE INTEREST OF	§	
MARINA ZIMMERMAN, A CHILD	§	TRAVIS COUNTY, TEXAS

FINAL DECREE OF DIVORCE

On the date noted below the Court heard this case.

Appearances

Petitioner, Kateryna Zimmerman, appeared in person and through attorney of record, Lisa DeLong, and announced ready for trial.

Respondent, Donald Shelly Zimmerman, appeared in person and through attorney of record, Brian Walters, and announced ready for trial.

Record

The making of a record of testimony was waived by the parties with the consent of the Court.

Jurisdiction and Domicile

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

Jury

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

Agreement of Parties

The Court finds that the parties have entered into a written agreement as contained in this decree by virtue of having approved this decree as to both form and substance. To the extent permitted by law, the parties stipulate the agreement is enforceable as a contract. The Court approves the agreement of the parties as contained in this Final Decree of Divorce.

Divorce

IT IS ORDERED AND DECREED that Kateryna Zimmerman, Petitioner, and Donald Shelly Zimmerman, Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability.

FILED

Child of the Marriage

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

Name: Marina Zimmerman

05 MAY 27 AM 8:50
 [Signature]
 Sex: Female
 DISTRICT CLERK
 TRAVIS COUNTY, TEXAS
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The Court finds no other children of the marriage are expected.

Conservatorship

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

IT IS ORDERED that Kateryna Zimmerman and Donald Shelly Zimmerman are appointed Joint Managing Conservators of the following child: Marina Zimmerman.

IT IS ORDERED that, at all times, Kateryna Zimmerman and Donald Shelly Zimmerman, as parent joint managing conservators, shall each have the following rights:

1. the right to receive information from any other conservator of the child concerning the health, education, and welfare of the child;
2. the right to confer with the other parent to the extent possible before making a decision concerning the health, education, and welfare of the child;
3. the right of access to medical, dental, psychological, and educational records of the child;
4. the right to consult with a physician, dentist, or psychologist of the child;
5. the right to consult with school officials concerning the child's welfare and educational status, including school activities;
6. the right to attend school activities;
7. the right to be designated on the child's records as a person to be notified in case of an emergency;
8. the right to consent to medical, dental, and surgical treatment during an emergency involving an immediate danger to the health and safety of the child; and
9. the right to manage the estate of the child to the extent the estate has been created by the parent or the parent's family.

IT IS ORDERED that, at all times, Kateryna Zimmerman and Donald Shelly Zimmerman, as parent joint managing conservators, shall each have the following duties:

1. the duty to inform the other conservator of the child in a timely manner of significant information concerning the health, education, and welfare of the child; and
2. the duty to inform the other conservator of the child if the conservator resides with for at least thirty days, marries, or intends to marry a person who the conservator knows is registered as a sex offender under chapter 62 of the Code of Criminal Procedure or is currently charged with an offense for which on conviction the person would be required to register under that chapter. IT IS ORDERED that this information shall be tendered in the form of a notice made as soon as practicable, but not later than the fortieth day after the date the conservator of the child begins to reside with the person or on the tenth day after the date the marriage occurs, as appropriate. IT IS ORDERED that the notice must include a description of the offense that is the basis of the person's requirement to register as a sex offender or of the offense with which the person is charged. **WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE PERSON FAILS TO PROVIDE THIS NOTICE.**

IT IS ORDERED that, during their respective periods of possession, Kateryna Zimmerman and Donald Zimmerman, as parent joint managing conservators, shall each have the following rights and duties:

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

3. the right to consent for the child to medical and dental care not involving an invasive procedure; and
4. the right to direct the moral and religious training of the child.

IT IS ORDERED that Kateryna Zimmerman, as a parent joint managing conservator, shall have the following rights and duty:

1. the exclusive right to designate the primary residence of the child within ten miles of Canyon Creek Elementary School, Austin, Travis County, Texas;
2. the right, subject to the agreement of the other parent conservator, to consent to medical, dental, and surgical treatment involving invasive procedures and to consent to psychiatric and psychological treatment of the child;
3. the exclusive right to receive and give receipt for periodic payments for the support of the child and to hold or disburse these funds for the benefit of the child;
4. the right, subject to the agreement of the other parent conservator, to represent the child in legal action and to make other decisions of substantial legal significance concerning the child;
5. the right, subject to the agreement of the other parent conservator, to consent to marriage and to enlistment in the armed forces of the United States;
6. the right, subject to the agreement of the other parent conservator, to make decisions concerning the child's education (except that the child shall attend Canyon Creek Elementary School at least through May 2007);
7. except as provided by section 264.0111 of the Texas Family Code, the right, subject to the agreement of the other parent conservator, to the services and earnings of the child;
8. except when a guardian of the child's estate or a guardian or attorney ad litem has been appointed for the child, the right, subject to the agreement of the other parent conservator, to act as an agent of the child in relation to the child's estate if the child's action is required by a state, the United States, or a foreign government; and
9. the duty, subject to the agreement of the other parent conservator, to manage the estate of the child to the extent the estate has been created by community property or the joint property of the parents.

IT IS ORDERED that Donald Shelly Zimmerman, as a parent joint managing conservator, shall have the following rights and duty:

1. the right, subject to the agreement of the other parent conservator, to consent to medical, dental, and surgical treatment involving invasive procedures and to consent to psychiatric and psychological treatment of the child;
2. the right, subject to the agreement of the other parent conservator, to represent the child in legal action and to make other decisions of substantial legal significance concerning the child;
3. the right, subject to the agreement of the other parent conservator, to consent to marriage and to enlistment in the armed forces of the United States;
4. the right, subject to the agreement of the other parent conservator, to make decisions concerning the child's education (except that the child shall attend Canyon Creek Elementary School at least through May 2007);
5. except as provided by section 264.0111 of the Texas Family Code, the right, subject to the agreement of the other parent conservator, to the services and earnings of the child;
6. except when a guardian of the child's estate or a guardian or attorney ad litem has been appointed for the child, the right, subject to the agreement of the other parent conservator, to act as an agent of the child in relation to the child's estate if the child's action is required by a state, the United States, or a foreign government; and

7. the duty, subject to the agreement of the other parent conservator, to manage the estate of the child to the extent the estate has been created by community property or the joint property of the parents.

The Court finds that, in accordance with section 153.001 of the Texas Family Code, it is the public policy of Texas to assure that children will have frequent and continuing contact with parents who have shown the ability to act in the best interest of the child, to provide a safe, stable, and nonviolent environment for the child, and to encourage parents to share in the rights and duties of raising their child after the parents have separated or dissolved their marriage. IT IS ORDERED that the primary residence of the child shall be within ten miles of Canyon Creek Elementary School, Austin, Travis County, Texas, and the parties shall not remove the child from within ten miles of Canyon Creek Elementary School, Austin, Travis County, Texas for the purpose of changing the primary residence of the child until modified by further order of the court of continuing jurisdiction or by written agreement signed by the parties and filed with the court. IT IS FURTHER ORDERED that Kateryna Zimmerman shall have the exclusive right to designate the child's primary residence within ten miles of Canyon Creek Elementary School, Austin, Travis County, Texas. IT IS ORDERED that this geographical restriction on the residence of the child shall be lifted if, at the time Kateryna Zimmerman wishes to remove the child from within ten miles of Canyon Creek Elementary School, Austin, Travis County, Texas for the purpose of changing the primary residence of the child, Donald Shelly Zimmerman does not reside within ten miles of Canyon Creek Elementary School, Austin, Travis County, Texas .

IT IS ORDERED that either party is authorized to apply for a passport for the child, Marina Zimmerman.

Possession and Access

1. Extended Standard Possession Order

The Court finds that the following provisions of this Extended Standard Possession Order are intended to and do comply with the requirements of Texas Family Code sections 153.311 through 153.317. IT IS ORDERED that each conservator shall comply with all terms and conditions of this Extended Standard Possession Order. IT IS ORDERED that this Extended Standard Possession Order is effective immediately and applies to all periods of possession occurring on and after the date the Court signs this Extended Standard Possession Order. IT IS, THEREFORE, ORDERED:

(a) Definitions

1. In this Extended Standard Possession Order "school" means the primary or secondary school in which the child is enrolled or, if the child is not enrolled in a primary or secondary school, the public school district in which the child primarily resides.

2. In this Extended Standard Possession Order "child" includes each child, whether one or more, who is a subject of this suit while that child is under the age of eighteen years and not otherwise emancipated.

(b) Mutual Agreement or Specified Terms for Possession

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

(c) Parents Who Reside 100 Miles or Less Apart

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

1. Weekends - On weekends, beginning at the time the child's school is regularly dismissed, on the first, third, and fifth Friday of each month and ending at the time the child's school resumes after the weekend.

2. Weekend Possession Extended by a Holiday - Except as otherwise explicitly provided in this Standard Possession Order, if a weekend period of possession by Donald Shelly Zimmerman begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of possession shall begin at the time the child's school is regularly dismissed on the Thursday immediately preceding the Friday holiday or school holiday or end at 6:00 p.m. on the Monday holiday or at the time school resumes after that school holiday, as applicable.

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

4. Spring Break in Even-Numbered Years - In even-numbered years, beginning at the time the child's school is regularly dismissed on the day the child is dismissed from school for the school's spring vacation and ending at the time school resumes after that vacation.

5. Extended Summer Possession by Donald Shelly Zimmerman -
With Written Notice by April 1 - If Donald Shelly Zimmerman gives Kateryna Zimmerman written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Donald Shelly Zimmerman shall have possession of the child for thirty days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, as specified in the written notice. These periods of possession shall begin and end at 6:00 p.m.

Without Written Notice by April 1 - If Donald Shelly Zimmerman does not give Kateryna Zimmerman written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Donald Shelly Zimmerman shall have possession of the child for thirty consecutive days in that year beginning at 6:00 p.m. on July 1 and ending at 6:00 p.m. on July 31.

6. Extra Overnight Each Month - If Donald Zimmerman gives Kateryna Zimmerman at least fourteen days notice, Donald Zimmerman shall have one additional weekday possession period each month, beginning at the time the child's school is dismissed and continuing overnight until the next morning when school resumes.

Notwithstanding the weekend and Thursday periods of possession ORDERED for Donald Shelly Zimmerman, it is explicitly ORDERED that Kateryna Zimmerman shall have a superior right of possession of the child as follows:

1. Spring Break in Odd-Numbered Years - In odd-numbered years, beginning at the time the child's school is regularly dismissed on the day the child is dismissed from school for the school's spring vacation and ending at the time school resumes after that vacation.

2. Summer Weekend Possession by Kateryna Zimmerman - If Kateryna Zimmerman gives Donald Shelly Zimmerman written notice by April 15 of a year, Kateryna Zimmerman shall have possession of the child on any one weekend beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on the following Sunday during any one period of the extended summer possession by Donald Shelly Zimmerman in that year, provided that Kateryna Zimmerman picks up the child from Donald Shelly Zimmerman and returns the child to that same place and that the weekend so designated does not interfere with Father's Day Weekend.

3. Extended Summer Possession by Kateryna Zimmerman - If Kateryna Zimmerman gives Donald Shelly Zimmerman written notice by April 15 of a year or gives Donald Shelly Zimmerman fourteen days' written notice on or after April 16 of a year, Kateryna Zimmerman may designate one weekend beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation, during which an otherwise scheduled weekend period of possession by Donald Shelly Zimmerman shall not take place in that year, provided that the weekend so designated does not interfere with Donald Shelly Zimmerman's period or periods of extended summer possession or with Father's Day Weekend.

(d) Parents Who Reside More Than 100 Miles Apart

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

1. Weekends - Unless Donald Shelly Zimmerman elects the alternative period of weekend possession described in the next paragraph, Donald Shelly Zimmerman shall have the right to possession of the child on weekends, beginning at the time the child's school is regularly dismissed, on the first, third, and fifth Friday of each month and ending at the time the child's school resumes after the weekend. Except as otherwise explicitly provided in this Standard Possession Order, if such a weekend period of possession by Donald Shelly Zimmerman begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of possession shall begin at the time the child's school is regularly dismissed on the Thursday immediately preceding the Friday holiday or school holiday or end at 6:00 p.m. on the Monday holiday or at the time school resumes after that school holiday, as applicable.

Alternate Weekend Possession - In lieu of the weekend possession described in the foregoing paragraph, Donald Shelly Zimmerman shall have the right to possession of the child not more than one weekend per month of Donald Shelly Zimmerman's choice beginning at the time the child's school is regularly dismissed on the day school recesses for the weekend and ending at the time the child's school resumes after the weekend. Except as otherwise explicitly provided in this Standard Possession Order, if such a weekend period of possession by Donald Shelly

Zimmerman begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of possession shall begin at the time the child's school is regularly dismissed on the Thursday immediately preceding the Friday holiday or school holiday or end at 6:00 p.m. on the Monday holiday or at the time school resumes after that school holiday, as applicable. Donald Shelly Zimmerman may elect an option for this alternative period of weekend possession by giving written notice to Kateryna Zimmerman within ninety days after the parties begin to reside more than 100 miles apart. If Donald Shelly Zimmerman makes this election, Donald Shelly Zimmerman shall give Kateryna Zimmerman fourteen days' written or telephonic notice preceding a designated weekend. The weekends chosen shall not conflict with the provisions regarding Christmas, Thanksgiving, the child's birthday, and Mother's Day Weekend below.

2. Spring Break in All Years - Every year, beginning at the time the child's school is regularly dismissed on the day the child is dismissed from school for the school's spring vacation and ending at the time school resumes after that vacation.

3. Extended Summer Possession by Donald Shelly Zimmerman -

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

Without Written Notice by April 1 - If Donald Shelly Zimmerman does not give Kateryna Zimmerman written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Donald Shelly Zimmerman shall have possession of the child for forty-two consecutive days beginning at 6:00 p.m. on June 15 and ending at 6:00 p.m. on July 27 of that year.

Notwithstanding the weekend periods of possession ORDERED for Donald Shelly Zimmerman, it is explicitly ORDERED that Kateryna Zimmerman shall have a superior right of possession of the child as follows:

1. Summer Weekend Possession by Kateryna Zimmerman - If Kateryna Zimmerman gives Donald Shelly Zimmerman written notice by April 15 of a year, Kateryna Zimmerman shall have possession of the child on any one weekend beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on the following Sunday during any one period of possession by Donald Shelly Zimmerman during Donald Shelly Zimmerman's extended summer possession in that year, provided that if a period of possession by Donald Shelly Zimmerman in that year exceeds thirty days, Kateryna Zimmerman may have possession of the child under the terms of this provision on any two nonconsecutive weekends during that period and provided that Kateryna Zimmerman picks up the child from Donald Shelly Zimmerman and returns the child to that same place and that the weekend so designated does not interfere with Father's Day Weekend.

2. Extended Summer Possession by Kateryna Zimmerman - If Kateryna Zimmerman gives Donald Shelly Zimmerman written notice by April 15 of a year,

Kateryna Zimmerman may designate twenty-one days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, during which Donald Shelly Zimmerman shall not have possession of the child, provided that the period or periods so designated do not interfere with Donald Shelly Zimmerman's period or periods of extended summer possession or with Father's Day Weekend.

(e) Holidays Unaffected by Distance

Notwithstanding the weekend and Thursday periods of possession of Donald Shelly Zimmerman, Kateryna Zimmerman and Donald Shelly Zimmerman shall have the right to possession of the child as follows:

1. Christmas Holidays in Even-Numbered Years - In even-numbered years, Donald Shelly Zimmerman shall have the right to possession of the child beginning at the time the child's school is regularly dismissed on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26, and Kateryna Zimmerman shall have the right to possession of the child beginning at noon on December 26 and ending at the time school resumes after that Christmas school vacation.

2. Christmas Holidays in Odd-Numbered Years - In odd-numbered years, Kateryna Zimmerman shall have the right to possession of the child beginning at the time the child's school is regularly dismissed on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26, and Donald Shelly Zimmerman shall have the right to possession of the child beginning at noon on December 26 and ending at the time the child's school resumes after that Christmas school vacation.

3. Thanksgiving in Odd-Numbered Years - In odd-numbered years, Donald Shelly Zimmerman shall have the right to possession of the child beginning at the time the child's school is regularly dismissed on the day the child is dismissed from school for the Thanksgiving holiday and ending at the time the child's school resumes after that Thanksgiving holiday.

4. Thanksgiving in Even-Numbered Years - In even-numbered years, Kateryna Zimmerman shall have the right to possession of the child beginning at the time the child's school is regularly dismissed on the day the child is dismissed from school for the Thanksgiving holiday and ending at the time the child's school resumes after that Thanksgiving holiday.

5. Child's Birthday - If a parent is not otherwise entitled under this Standard Possession Order to present possession of the child on the child's birthday, that parent shall have possession of the child beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that that parent picks up the child from the other parent's residence and returns the child to that same place.

6. Father's Day Weekend - Donald Shelly Zimmerman shall have the right to possession of the child each year, beginning at 6:00 p.m. on the Friday preceding Father's Day and ending at 6:00 p.m. on Father's Day, provided that if Donald Shelly Zimmerman is not otherwise entitled under this Standard Possession Order to present possession of the child, he shall pick up the child from Kateryna Zimmerman's residence and return the child to that same place.

7. Mother's Day Weekend - Kateryna Zimmerman shall have the right to possession of the child each year, beginning at 6:00 p.m. on the Friday preceding

Mother's Day and ending at 6:00 p.m. on Mother's Day, provided that if Kateryna Zimmerman is not otherwise entitled under this Standard Possession Order to present possession of the child, she shall pick up the child from Donald Shelly Zimmerman's residence and return the child to that same place.

(f) Undesignated Periods of Possession

Kateryna Zimmerman shall have the right of possession of the child at all other times not specifically designated in this Standard Possession Order for Donald Shelly Zimmerman.

(g) General Terms and Conditions

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

1. Surrender of Child by Kateryna Zimmerman - Kateryna Zimmerman is ORDERED to surrender the child to Donald Shelly Zimmerman at the beginning of each period of Donald Shelly Zimmerman's possession at the residence of Kateryna Zimmerman.

If a period of possession by Donald Shelly Zimmerman begins at the time the child's school is regularly dismissed, Kateryna Zimmerman is ORDERED to surrender the child to Donald Shelly Zimmerman at the beginning of each such period of possession at the school in which the child is enrolled. If the child is not in school, Donald Shelly Zimmerman shall pick up the child at the residence of Kateryna Zimmerman at 3:00 pm, and Kateryna Zimmerman is ORDERED to surrender the child to Donald Shelly Zimmerman at the residence of Kateryna Zimmerman under these circumstances.

2. Surrender of Child by Donald Shelly Zimmerman - Donald Shelly Zimmerman is ORDERED to surrender the child to Kateryna Zimmerman at the residence of Donald Shelly Zimmerman at the end of each period of possession.

If a period of possession by Donald Shelly Zimmerman ends at the time the child's school resumes, Donald Shelly Zimmerman is ORDERED to surrender the child to Kateryna Zimmerman at the end of each such period of possession at the school in which the child is enrolled or, if the child is not in school, at the residence of Kateryna Zimmerman at 7:30 am.

3. Surrender of Child by Donald Shelly Zimmerman - Donald Shelly Zimmerman is ORDERED to surrender the child to Kateryna Zimmerman, if the child is in Donald Shelly Zimmerman's possession or subject to Donald Shelly Zimmerman's control, at the beginning of each period of Kateryna Zimmerman's exclusive periods of possession, at the place designated in this Standard Possession Order.

4. Return of Child by Kateryna Zimmerman - Kateryna Zimmerman is ORDERED to return the child to Donald Shelly Zimmerman, if Donald Shelly Zimmerman is entitled to possession of the child, at the end of each of Kateryna Zimmerman's exclusive periods of possession, at the place designated in this Standard Possession Order.

5. Personal Effects - Each conservator is ORDERED to return with the child the personal effects that the child brought at the beginning of the period of possession.

6. Designation of Competent Adult - Each conservator may designate any competent adult to pick up and return the child, as applicable. IT IS ORDERED

that a conservator or a designated competent adult be present when the child is picked up or returned.

7. Inability to Exercise Possession - Each conservator is ORDERED to give notice to the person in possession of the child on each occasion that the conservator will be unable to exercise that conservator's right of possession for any specified period.

8. Written Notice - Written notice shall be deemed to have been timely made if received or postmarked before or at the time that notice is due.

9. Notice to School and Kateryna Zimmerman - If Donald Shelly Zimmerman's time of possession of the child ends at the time school resumes and for any reason the child is not or will not be returned to school, Donald Shelly Zimmerman shall immediately notify the school and Kateryna Zimmerman that the child will not be or has not been returned to school.

This concludes the Extended Standard Possession Order.

2. Duration

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

3. Termination of Orders

The provisions of this decree relating to conservatorship, possession, or access terminate on the remarriage of Kateryna Zimmerman to Donald Shelly Zimmerman unless a nonparent or agency has been appointed conservator of the child under chapter 153 of the Texas Family Code.

4. Notice to Peace Officers

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

Alternative Dispute Resolution

It is agreed that before setting any hearing or initiating discovery in a suit for modification of the terms and conditions of conservatorship, possession, or support of the child, except in an emergency, the parties shall mediate the controversy in good faith. This requirement does not apply to actions brought to enforce this decree or to enforce any subsequent modifications of this decree. It is agreed that the party wishing to modify the terms and conditions of conservatorship, possession, or support of the child shall give written notice to the other party of a desire to mediate the controversy. If, within ten days after receipt of the written notice, the parties cannot agree on a mediator or the other party does not agree to attend mediation or fails to attend a scheduled mediation of the controversy, the party desiring modification shall be released from the obligation to mediate and shall be free to file suit for modification.

Child Support

IT IS ORDERED that Donald Shelly Zimmerman is obligated to pay and shall pay to Kateryna Zimmerman child support of \$875.00 per month, with the first payment being due and payable on June 1, 2005 and a like payment being due and payable on the first day of each month thereafter until the first month following the date of the earliest occurrence of one of the events specified below:

1. the child reaches the age of eighteen years, provided that 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 if the child is:
 - a. enrolled:
 - 1) 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;
 - 2) under Section 130.008, Education Code, in courses for joint high school and junior college credit; or
 - 3) 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, if the child is enrolled in a private secondary school;
2. the child marries;
3. the child dies; or
4. the child's disabilities are otherwise removed for general purposes.

Statement on Guidelines

In accordance with Texas Family Code section 154.130, the Court makes the following findings and conclusions regarding the child support order made in open court in this case on the date noted below:

1. the amount of child support ordered by the Court is in accordance with the percentage guidelines;
2. the amount of net resources available to Donald Shelly Zimmerman per month is \$4,375.00;
3. the amount of net resources available to Kateryna Zimmerman per month is \$0;
4. the amount of child support payments per month that is computed if the percentage guidelines of section 154.125 of the Texas Family Code are applied to the first \$6,000 of Donald Shelly Zimmerman's net resources is \$875.00; and
5. the percentage applied to the first \$6,000 of Donald Shelly Zimmerman's net resources for child support by the actual order rendered by the Court is 20 percent.

Withholding from Earnings

IT IS ORDERED that any employer of Donald Shelly Zimmerman shall be ordered to withhold from earnings for child support from the disposable earnings of Donald Shelly Zimmerman for the support of Marina Zimmerman.

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of Donald Shelly Zimmerman by the employer and paid in accordance with the order to that employer shall constitute a credit against the child support obligation. Payment of the full amount of child support ordered paid by this decree through the means of withholding from earnings shall discharge the child support obligation. If the amount withheld from earnings and credited against the child

support obligation is less than 100 percent of the amount ordered to be paid by this decree, the balance due remains an obligation of Donald Shelly Zimmerman, and it is hereby ORDERED that Donald Shelly Zimmerman pay the balance due directly to the state disbursement unit specified below.

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

Payment

IT IS ORDERED that all payments shall be made through the Texas Child Support Disbursement Unit at P.O. Box 659791, San Antonio, Texas 78265-9791, and thereafter promptly remitted to Kateryna Zimmerman for the support of the child. IT IS ORDERED that each party shall pay, when due, all fees charged to that party by the agency through which child support is paid.

Change of Employment

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

Clerk's Duties

IT IS ORDERED that, on the request of a prosecuting attorney, the title IV-D agency, the friend of the Court, a domestic relations office, Kateryna Zimmerman, Donald Shelly Zimmerman, or an attorney representing Kateryna Zimmerman or Donald Shelly Zimmerman, the clerk of this Court shall cause a certified copy of the Order/Notice to Withhold Income for Child Support to be delivered to any employer.

Suspension of Withholding from Earnings

The Court finds that the parties have agreed that no order to withhold from earnings for child support should be delivered to any employer of Donald Shelly Zimmerman as long as no delinquency or other violation of this child support order occurs. For the purpose of this provision, a delinquency has occurred if Donald Shelly Zimmerman has been in arrears for an amount due for more than thirty days or the amount of the arrearages equals or is greater than the amount due for a one-month period. If a delinquency or other violation occurs, the clerk shall deliver the order to withhold earnings as provided above.

ACCORDINGLY, IT IS ORDERED that, as long as no delinquency or other violation of this child support order occurs, all payments shall be made through the Texas Child Support Disbursement Unit at P.O. Box 659791, San Antonio, Texas 78265-9791 and thereafter promptly remitted to Kateryna Zimmerman for the support of the child. If a delinquency or other violation occurs, all payments shall be made in accordance with the order to withhold earnings as provided above.

Health Care

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

1. Donald Shelly Zimmerman's Responsibility - It is the intent and purpose of this decree that Donald Shelly Zimmerman shall, at all times, provide medical support for the child as additional child support. IT IS THEREFORE ORDERED that, as additional child support, Donald Shelly Zimmerman shall provide medical support for the parties' child, 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; not to exceed the quality and type of coverage in place on the child on February 2, 2005.

"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 Donald Shelly Zimmerman's Employment, Union, Trade Association, or Other Organization - The Court finds that the child is currently enrolled as a beneficiary of a health insurance plan provided through Donald Shelly Zimmerman's employment or membership in a union, trade association, or other organization at a reasonable cost. IT IS ORDERED that Donald Shelly Zimmerman shall, at his sole cost and expense, keep and maintain at all times in full force and effect the same or equivalent health insurance coverage that insures the parties' child through Donald Shelly Zimmerman's employer, union, trade association, or other organization as issued by that organization, for as long as it is offered by his employer, union, trade association, or other organization. If his employer, union, trade association, or other organization subsequently changes health insurance benefits or carriers, Donald Shelly Zimmerman is ORDERED to obtain and maintain the same or equivalent health insurance coverage for the benefit of the child through the successor company or through such health insurance plan as is available through other employment, union, trade association, or other organization or other insurance provider.

Insurance through Kateryna Zimmerman's Employment, Union, Trade Association, or Other Organization - If health insurance for the child ceases to be available through Donald Shelly Zimmerman's employer, union, trade association, or other organization but is available at a reasonable cost through Kateryna Zimmerman's employer or other organization, Kateryna Zimmerman is ORDERED to have the child covered on her health insurance and Donald Shelly Zimmerman is ORDERED to pay Kateryna Zimmerman at her last known address the cost of insuring the child on Kateryna Zimmerman's health insurance plan, beginning on the first day of the month following the date Donald Shelly Zimmerman first receives written notice of the amount of the premium from Kateryna Zimmerman. Accompanying the first such written notification and any subsequent notifications informing of a change in the premium amount, Kateryna Zimmerman is ORDERED to provide Donald Shelly Zimmerman with documentation from her employer, union, trade association, or other organization of the cost to Kateryna Zimmerman of providing coverage for the child.

4. Conversion of Policy - IT IS ORDERED that if the party through whose employment or membership in a union, trade association, or other organization health insurance has been provided for the child is leaving that employment, union, trade association, or other organization or for any other reason health insurance will not be available for the child through the employment or membership in a union, trade association, or other organization of either party at a reasonable cost, the party leaving employment or losing coverage shall, within ten days of termination of his or her employment or coverage, convert the policy to individual coverage for the child in an amount equal to or exceeding the coverage at the time his or her employment or coverage is terminated. Further, if that health insurance was available through Kateryna Zimmerman's employment or membership in a union, trade association, or other organization, Donald Shelly Zimmerman shall reimburse Kateryna Zimmerman for the cost of the converted policy as follows: Donald Shelly Zimmerman is ORDERED to pay to Kateryna Zimmerman at Kateryna Zimmerman's last known address the cost of insuring the child under the converted policy, on the first day of each month after Donald Shelly Zimmerman first receives written notice of the premium from Kateryna Zimmerman for payment. Accompanying the first such written notification and any subsequent notifications informing of a change in the premium amount, Kateryna Zimmerman is ORDERED to provide Donald Shelly Zimmerman with documentation from the carrier of the cost to Kateryna Zimmerman of providing coverage for the child.

5. If Policy Not Convertible - If the health insurance policy covering the child is not convertible at a reasonable cost and if no health insurance is available for the child through the employment or membership in a union, trade association, or other organization of either party at a

reasonable cost, IT IS ORDERED that Donald Shelly Zimmerman shall purchase and maintain, at his sole cost and expense, health insurance coverage for the child in an amount that is reasonably equivalent to the prior health coverage. Donald Shelly Zimmerman is ORDERED to provide verification of the purchase of the insurance to Kateryna Zimmerman at her last known address, including the insurance certificate number and the plan summary, no later than 10 days following the issuance of the policy.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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, Kateryna Zimmerman is

ORDERED to pay 50 percent and Donald Shelly Zimmerman is ORDERED to pay 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 100 percent and the other party is ORDERED to pay 0 percent 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 50 percent and the other party is ORDERED to pay 50 percent 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, Kateryna Zimmerman is ORDERED to pay 50 percent and Donald Shelly Zimmerman is ORDERED to pay 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, 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.

11. 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.

12. 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.

13. 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.

14. Information Required - IT IS ORDERED that a party providing health insurance shall furnish to the other party and the child support registry 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 and the child support registry 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.

15. 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 Donald Shelly Zimmerman for the child, Donald Shelly Zimmerman is ORDERED to notify Kateryna Zimmerman and the child support registry 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.

16. 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.

17. WARNING - A PARENT ORDERED TO PROVIDE HEALTH INSURANCE OR TO PAY THE OTHER PARENT ADDITIONAL CHILD SUPPORT FOR THE COST OF HEALTH INSURANCE WHO FAILS TO DO SO IS LIABLE FOR NECESSARY MEDICAL EXPENSES OF THE CHILD, WITHOUT REGARD TO WHETHER THE EXPENSES WOULD HAVE BEEN PAID IF HEALTH INSURANCE HAD BEEN PROVIDED, AND FOR THE COST OF HEALTH INSURANCE PREMIUMS OR CONTRIBUTIONS, IF ANY, PAID ON BEHALF OF THE CHILD.

Miscellaneous Child Support Provisions

No Credit for Informal Payments

IT IS ORDERED that the child support as prescribed in this decree shall be exclusively discharged in the manner ordered and that any direct payments made by Donald Shelly Zimmerman to Kateryna Zimmerman or any expenditures incurred by Donald Shelly Zimmerman during Donald Shelly Zimmerman's periods of possession of or access to the child, as prescribed in this decree, for food, clothing, gifts, travel, shelter, or entertainment are deemed in addition to and not in lieu of the support ordered in this decree.

Support as Obligation of Estate

IT IS ORDERED that the provisions for child support in this decree shall be an obligation of the estate of Donald Shelly Zimmerman and shall not terminate on the death of Donald Shelly Zimmerman. Payments received for the benefit of the child from the Social Security Administration, Department of Veterans Affairs, other governmental agency, or life insurance shall be a credit against this obligation.

Medical Notification

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.

Information Regarding Parties

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

Name: Kateryna Zimmerman

Social Security number: [REDACTED]

Driver's license number: [REDACTED] Issuing state: Texas
Current residence address: 9807 N FM 620 #16301, Austin, TX 7872__
Mailing address: same as residence
Home telephone number: 512-577-7378
Name of employer: unemployed
Address of employment: n/a
Work telephone number: n/a

Name: Donald Shelly Zimmerman
Social Security number: [REDACTED]
Driver's license number: [REDACTED] Issuing state: Texas
Current residence address: 109011 Enchanted Rock, Austin, Texas
Mailing address: same as residence
Home telephone number: 512.250.8649
Name of employer: self
Address of employment: 13492 Research Blvd. #120-141, Austin, TX 78750
Work telephone number: 512.838.6298

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

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

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

Notice shall be given to the other party by delivering a copy of the notice to the party by registered or certified mail, return receipt requested. Notice shall be given to the Court by delivering a copy of the notice either in person to the clerk of this Court or by registered or certified mail addressed to the clerk at 1000 Guadalupe Street, Austin, TX 78701. Notice shall be given to the state case registry by mailing a copy of the notice to State Case Registry, P.O. Box 12017, Austin, Texas 78711-2017.

WARNINGS TO PARTIES: FAILURE TO OBEY A COURT ORDER FOR CHILD SUPPORT OR FOR POSSESSION OF OR ACCESS TO A CHILD MAY RESULT IN FURTHER LITIGATION TO ENFORCE THE ORDER, INCLUDING CONTEMPT OF COURT. A FINDING

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

FAILURE OF A PARTY TO MAKE A CHILD SUPPORT PAYMENT TO THE PLACE AND IN THE MANNER REQUIRED BY A COURT ORDER MAY RESULT IN THE PARTY'S NOT RECEIVING CREDIT FOR MAKING THE PAYMENT.

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

Division of Marital Estate

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

Property to Husband

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

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

10901 Enchanted Rock, Austin, Texas

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

1112 Flying Scott, Austin, Texas

H-3. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the husband or subject to his sole control.

H-4. All clothing, jewelry, and other personal effects in the possession of the husband or subject to his sole control.

H-5. The sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of the husband's past, present, or future employment, including but not limited to:

a. Fidelity Surgient 401(k): **220

H-6. The individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits in the husband's name, including but not limited to:

a. Fidelity, ROTH IRA **97165

b. Fidelity, Annuity *5137

H-7. The following brokerage accounts, stocks, bonds, and securities, together with all dividends, splits, and other rights and privileges in connection with them:

a. Fidelity, Account *4404

b. Fidelity, Account **086

c. Fidelity, Account **7502

H-9. The 2005 Toyota Tundra motor vehicle, together with all prepaid insurance, keys, and title documents.

H-10. The business known as "TTIC, LP", including but not limited to all furniture, fixtures, machinery, equipment, inventory, cash, receivables, accounts, goods, and supplies; all personal

property used in connection with the operation of the business; and all rights and privileges, past, present, or future, arising out of or in connection with the operation of the business.

Property to Wife

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

W-1. The funds on deposit, together with accrued but unpaid interest, in the following banks, savings institutions, or other financial institutions:

a. Wells Fargo, Account number **0866

W-2. The 2002 Acura MDX motor vehicle, together with all prepaid insurance, keys, and title documents.

W-3. \$25,000.00 to be paid by Husband to Wife on the date this Decree is filed

W-4. \$30,000.00 to be paid by Husband to Wife at the rate of \$1,000.00 per month, starting on June 1, 2005 and continuing on the first day of each month thereafter, until paid in full.

Division of Debt

Debts to Husband

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

H-1. The balance due, including principal, interest, tax, and insurance escrow, on the promissory note executed by Kateryna Zimmerman and Donald Shelly Zimmerman, in the original principal sum of \$163,500.00, dated December 19th, 2001, payable to Washington Mutual Bank, FA, and secured by deed of trust on the real property awarded in this decree to the husband, which is recorded as Parcel ID Number 01702106410000, which has the address of 10901 Enchanted Rock Cv., Deed of Trust Records of Travis County, Texas.

H-2. Any and all debts, charges, liabilities, and other obligations incurred solely by the husband from and after February 2, 2005 unless express provision is made in this decree to the contrary.

H-3. All encumbrances, ad valorem taxes, liens, assessments, or other charges due or to become due on the real and personal property awarded to the husband in this decree unless express provision is made in this decree to the contrary.

H-4. \$25,000.00 to be paid by Husband to Wife on the date this Decree is filed

H-5. \$30,000.00 to be paid by Husband to Wife at the rate of \$1,000.00 per month, starting on June 1, 2005 and continuing on the first day of each month thereafter, until paid in full.

Debts to Wife

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

W-1. The following debts, charges, liabilities, and obligations:

a. Any in her name only not already listed.

W-2. Any and all debts, charges, liabilities, and other obligations incurred solely by the wife from and after February 2, 2005 unless express provision is made in this decree to the contrary.

W-3. All encumbrances, ad valorem taxes, liens, assessments, or other charges due or to become due on the real and personal property awarded to the wife in this decree unless express provision is made in this decree to the contrary.

Notice

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

Attorney's Fees

To effect an equitable division of the estate of the parties and as a part of the division, and for services rendered in connection with conservatorship and support of the child, each party shall be responsible for his or her own attorney's fees, expenses, and costs incurred as a result of legal representation in this case; except that Husband shall pay to Lisa DeLong \$2,500.00 on the date this Decree is filed as attorneys fees. This is not intended to assign fault or liability in this case, but is instead to equalize the award of property in this case.

Liability for Federal Income Taxes Thru 2003

IT IS ORDERED AND DECREED that Kateryna Zimmerman and Donald Shelly Zimmerman shall be equally responsible for all federal income tax liabilities of the parties from the date of marriage through December 31, 2003, and each party shall timely pay 50 percent of any deficiencies, assessments, penalties, or interest due thereon and shall indemnify and hold the other party and his or her property harmless from 50 percent of such liabilities unless such additional tax, penalty, and/or interest resulted from a party's omission of taxable income or claim of erroneous deductions. In such case, the portion of the tax, penalty, and/or interest relating to the omitted income or claims of erroneous deductions shall be paid by the party who earned the omitted income or proffered the claim for an erroneous deduction. The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

Treatment/Allocation of Community Income for 2004 and 2005

The Court finds that the parties have lived apart at all times during the calendar years of 2004 & 2005, that Kateryna Zimmerman and Donald Shelly Zimmerman have earned income that is community income during that calendar year, and that there have been no transfers of earned income between them from January 1, 2004, through the date of divorce. IT IS ORDERED AND DECREED that each party file an individual income tax return in accordance with Internal Revenue Code sections 66(a) and 879(a) for the entire year ending December 31, 2005.

IT IS ORDERED AND DECREED that the parties' income shall be reported and allocated in accordance with the Internal Revenue Code. IT IS ORDERED AND DECREED that each party shall be solely liable for the tax liability shown on his or her return and shall timely pay and hold the other party and his or her property harmless from any liability of the reporting party for federal income taxes for calendar years 2004 & 2005.

IT IS ORDERED AND DECREED that each party shall use as a credit against his or her tax liability for 2004 & 2005 all estimated tax payments and wage/salary withholding made by him or her, 50 percent of the parties' prior year overpayments and credits, and 50 percent of the estimated payments made in the names of both parties.

IT IS ORDERED AND DECREED that, if the Internal Revenue Service disallows filing in accordance with sections 66(a) and 879(a), each party shall file an individual income tax return in accordance with the Internal Revenue Code and report as the party's income 50 percent of all predivorce community income or loss attributable to the parties, all postdivorce income attributable to the reporting party, and all the reporting party's separate income during any part of the year. Each party shall take credit for 50 percent of all prior year overpayments, estimated tax payments, and withholdings occurring before the date of divorce and for 100 percent of the reporting party's estimated tax payments and withholdings occurring after the date of divorce. Allocation of tax

liability will still be made in the same proportions as though the tax were calculated under section 66(a).

IT IS ORDERED AND DECREED that for calendar year 2004 & 2005, each party shall indemnify and hold the other party and his or her property harmless from any tax liability associated with the reporting party's individual tax return for that year unless the parties have agreed to allocate their tax liability in a manner different from that reflected on their returns.

IT IS ORDERED AND DECREED that each party shall furnish such information to the other party as is requested to prepare federal income tax returns for 2005 within thirty days of receipt of a written request for the information, and in no event shall the available information be exchanged later than March 1, 2006. As requested information becomes available after that date, it shall be provided within ten days of receipt.

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

IT IS ORDERED AND DECREED that all payments made to the other party in accordance with the allocation provisions for payment of federal income taxes contained in this Final Decree of Divorce are not deemed income to the party receiving those payments but are part of the property division and necessary for a just and right division of the parties' estate.

IT IS ORDERED AND DECREED that any assets of the parties not awarded or divided by this Final Decree of Divorce are subject to future division as provided in the Texas Family Code.

IT IS FURTHER ORDERED AND DECREED, as a part of the division of the estate of the parties, that any community liability not expressly assumed by a party under this decree is to be paid by the party incurring the liability, and the party incurring the liability shall indemnify and hold the other party and his or her property harmless from any failure to so discharge the liability.

Confirmation of Separate Property

IT IS ORDERED AND DECREED that the following described property is confirmed as the separate property of Kateryna Zimmerman: her jewelry owned prior to the marriage.

IT IS ORDERED AND DECREED that the following described property is confirmed as the separate property of Donald Shelly Zimmerman:

- (1) 4427 Warm Springs Road, Houston, Texas;
- (2) 4519 Warm Springs Road, Houston, Texas;
- (3) Fidelity, IRA Rollover Y99692034
- (4) portions of other items of community property.

No Alimony

IT IS ORDERED AND DECREED that no provision of this decree shall be construed as alimony under the Internal Revenue Code, except as this decree expressly provides for payment of maintenance or alimony under the Internal Revenue Code.

Transfer and Delivery of Property

Donald Shelly Zimmerman is ORDERED to have acknowledged, and deliver to Lisa DeLong these instruments:

1. Deed of Trust in the form attached to this Decree of Divorce as Exhibit Husband - A; and
2. Deed of Trust to Secure Assumption in the form attached to this Decree of Divorce as Exhibit Husband - B.

Kateryna Zimmerman is ORDERED to execute, have acknowledged, and deliver to Brian

Walters these instruments:

1. Special Warranty Deed in the form attached to this Decree of Divorce as Exhibit Wife - A.

This decree shall serve as a muniment of title to transfer ownership of all property awarded to any party in this Final Decree of Divorce.

Permanent Injunctions as to Persons

The Court finds that a permanent injunction against her should be granted as appropriate relief because there is no adequate remedy at law.

The permanent injunction granted below shall be effective immediately and shall be binding on Kateryna Zimmerman; on her agents, servants, employees, and attorneys; and on those persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise.

IT IS ORDERED AND DECREED that Kateryna Zimmerman is permanently enjoined from:

1. Interfering in any way with the Managing Conservator's possession of the child or taking or retaining possession of the child, directly or in concert with other persons, except as permitted by order of the Court.

The Court finds that a permanent injunction against him should be granted as appropriate relief because there is no adequate remedy at law.

The permanent injunction granted below shall be effective immediately and shall be binding on Donald Shelly Zimmerman; on his agents, servants, employees, and attorneys; and on those persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise.

IT IS ORDERED AND DECREED that Donald Shelly Zimmerman is permanently enjoined from:

1. Interfering in any way with the Managing Conservator's possession of the child or taking or retaining possession of the child, directly or in concert with other persons, except as permitted by order of the Court.

Service of Writ

Petitioner and Respondent waive issuance and service of the writ of injunction, by stipulation or as evidenced by the signatures below. IT IS ORDERED that Petitioner and Respondent shall be deemed to be duly served with the writ of injunction.

Court Costs

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

Cohabitation Information

IT IS ORDERED that within three days of a party cohabitating with another person, that the party shall inform the other party of the name and driver's license number of that person.

Yearly Tax Documents

IT IS ORDERED that each party will provide the other party, no later than April 15th, with copies of their prior year tax returns, W-2s and 1099s.

Resolution of Temporary Orders

IT IS ORDERED AND DECREED that Petitioner and Respondent are discharged from all further liabilities and obligations imposed by the temporary order of this Court rendered on March 23, 2005.

Discharge from Discovery Retention Requirement

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

Decree Acknowledgment

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

Indemnification

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

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

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

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

Clarifying Orders

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

Relief Not Granted

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

Date of Judgment

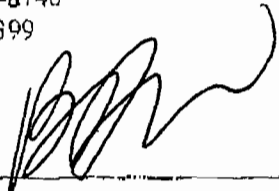
RENDERED, ORDERED and SIGNED on the 27th day of May, 2005.

JUDGE PRESIDING


J. Andrew Hathcock
Associate Judge

APPROVED AS TO FORM ONLY:

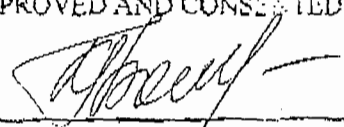
Walters & Turquand, LLP
816 Congress, Ste. 1600
Austin, TX 78701
Phone (512) 457-8740
Fax (512) 457-8399

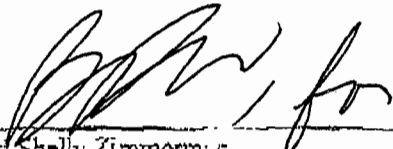
By: 
Brian Walters
Attorney for Respondent
State Bar No. 00797619

Law Office of Lisa DeLong
3009 North IH-35
Austin, TX 78722
512.472.9717
512.472.9798 fax

By: 
Lisa DeLong
Attorney for Petitioner
State Bar No. 05653056

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:


Kateryna Zimmerman
Petitioner


Donald Shelly Zimmerman
Respondent

by permission

