Inited in arriage

To any person authorized by the laws of the State of Texas to conduct marriage ceremonies in the State of Texas:



STATE OF TEXAS

You are bereby authorized to celebrate the

Rites of Matrimony

between

Natasha Nicole Rosofsky and Eduardo Rene Rodriguez

and make due return to the County Clerk of Travis County within thir	ty days after performing the marriage, certifying your action under this license.
Witness my official stynature and seal of —	I, REV. FR. JOHN BOIKO, hereby certify
office in Austin, Texas,	on the 20th day of NOVEMBER, 2004,
On this the 27 to day of October, 2004 at 12:23 pm	In TRAVIS County, Texas, I united in marriage
Dana Le Beauron, County, Clerk, Trash County, Texas,	Natasha Nicole Rosofsky and Eduardo Rene Rodriguez
to A Thugher Upour.	I Sola J. Books
Paradal in Santa and	Signature
Recorded on <u>DECEMBER 1, 2004</u> Document Number 01-06758-2004 04-06938-2004	REV. FR. JOHN BOIKO, PASTOR
of the Marriage Records of Travis County, Texas.	Name and Title
Dan BeBrankoir Chung Clerk	Witnessed by (optional):
by My Deputy.	

	CALICENO	D-1-FM-10-COURT	05197 20 l		
·	CAUSE NO				
IN THE MATTER OF		§	IN THE DISTRICT COURT OF		
THE MARRIAGE OF		§			
		§			
EDUARDO RENE RODRIGUEZ	Z	§	TRAVIS COUNTY, TEXAS		
AND		§			
NATASHA ROSOFSKY		§	JUDICIAL DISTRICT		

ORIGINAL PETITION FOR DIVORCE

Parties

This suit is brought by, EDUARDO RENE RODRIGUEZ Petitioner, who is 39 years of age, and who resides in Austin, Travis County, Texas. NATASHA ROSOFSKY, Respondent, who is 39 years of age, resides in Austin, Hays County, Texas.

Discovery Control Plan

Discovery in this cause is intended to be conducted under Level 2 of Rule 190 of the Texas Rules of Civil Procedure.

Domicile

Petitioner has been a domiciliary of this state for the preceding six-month period and a resident of this county for the preceding 90-day period.

Service

No service is necessary at this time.

Date of Marriage and Separation

The parties were married on or about November 20, 2004, and ceased to live together as husband and wife on or about June, 2010.

Grounds for Divorce



Rodriguez/Original Petition for Divorce

9/23/2010

The marriage has become insupportable because of discord or conflict of personalities between Petitioner and Respondent that destroys the legitimate ends of the marriage relationship and prevents any reasonable expectation of reconciliation.

No Protective Order

No protective order under title 4 of the Texas Family Code is in effect, and no application for a protective order is pending with regard to the parties to this suit.

Travis County Standing Order

Pursuant to the Local Rules of Civil Procedure and Rules of Decorum of the District Courts of Travis County, Texas, attached hereto is the Travis County Standing Order Regarding Children, Property, and Conduct of the Parties.

No Child of the Marriage

There is no child born or adopted of this marriage, and none is expected.

Division of Community Property

Petitioner believes that Petitioner and Respondent will enter into an agreement for the division of their estate. If such agreement is made, Petitioner requests the Court to approve the agreement and order a division of their estate in a manner consistent with the agreement. If such agreement is not made, Petitioner requests the Court to order a division of their estate, in a manner that the Court deems just and right, as provided by law.

Separate Property

Petitioner owns certain separate property that is not part of the community estate of the parties, and Petitioner requests the Court to confirm that separate property as Petitioner's separate property and estate.

Petitioner requests that citation and notice issue as required by law and that the Court grant a divorce and all other relief requested in this petition.

Petitioner requests that her separate property be confirmed as separate property.

Petitioner requests for general relief.

TRAVIS COUNTY DISTRICT CLERK'S FILE NO. 121,012 (LOCAL RULES AND GENERAL ORDERS)

TRAVIS COUNTY STANDING ORDER REGARDING CHILDREN, PROPERTY AND CONDUCT OF THE PARTIES

No party to this lawsuit has requested this order. Rather, this order is a standing order of the Travis County District Courts that applies in every divorce suit and every suit affecting the parent-child relationship filed in Travis County. The District Courts of Travis County have adopted this order because the parties and their children should be protected and their property preserved while the lawsuit is pending before the court. Therefore, it is ORDERED:

- 1. **NO DISRUPTION OF CHILDREN**. Both parties are ORDERED to refrain from doing the following acts concerning any children who are subjects of this case:
 - 1.1 Removing the children from the State of Texas, acting directly or in concert with others, without the written agreement of both parties or an order of this Court.
 - 1.2 Disrupting or withdrawing the children from the school or day-care facility where the children are presently enrolled, without the written agreement of both parents or an order of this Court.
 - 1.3 Hiding or secreting the children from the other parent or changing the children's current place of abode, without the written agreement of both parents or an order of this Court.
 - 1.4 Disturbing the peace of the children.
- 2. <u>CONDUCT OF THE PARTIES DURING THE CASE</u>. Both parties are ORDERED to refrain from doing the following acts:
 - 2.1 Using vulgar, profane, obscene, or indecent language, or a coarse or offensive manner, to communicate with the other party, whether in person, by telephone, or in writing.
 - 2.2 Threatening the other party in person, by telephone, or in writing to take unlawful action against any person.
 - 2.3 Placing one or more telephone calls, at an unreasonable hour, in an offensive or repetitious manner, without a legitimate purpose of communication, or anonymously.
 - 2.4 Opening or diverting mail addressed to the other party.
- 3. PRESERVATION OF PROPERTY AND USE OF FUNDS DURING DIVORCE CASE. If this is a divorce case, both parties to the marriage are ORDERED to refrain from doing the following acts:
 - 3.1 Destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both of the parties.

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- 3.2 Misrepresenting or refusing to disclose to the other party or to the Court, on proper request, the existence, amount, or location of any property of one or both of the parties.
- 3.3 Damaging or destroying the tangible property of one or both of the parties, including any document that represents or embodies anything of value.
- 3.4 Tampering with the tangible property of one or both of the parties, including any document that represents or embodies anything of value, and causing pecuniary loss to the other party.
- 3.5 Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of either party, whether personal property or real estate property, and whether separate or community, except as specifically authorized by this order.
- 3.6 Incurring any indebtedness, other than legal expenses in connection with this suit, except as specifically authorized by this order.
- 3.7 Making withdrawals from any checking or savings account in any financial institution for any purpose, except as specifically authorized by this order.
- 3.8 Spending any sum of cash in either party's possession or subject to either party's control for any purpose, except as specifically authorized by this order.
- 3.9 Withdrawing or borrowing in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan or employee savings plan or from any individual retirement account or Keogh account, except as specifically authorized by this order.
- 3.10 Signing or endorsing the other party's name on any negotiable instrument, check, or draft, such as tax refunds, insurance payments, and dividends, or attempting to negotiate any negotiable instrument payable to the other party without the personal signature of the other party.
- 3.11 Taking any action to terminate or limit credit or charge cards in the name of the other party.
- 3.12 Entering, operating, or exercising control over the motor vehicle in the possession of the other party.
- 3.13 Discontinuing or reducing the withholding for federal income taxes on wages or salary while this suit is pending.
- 3.14 Terminating or in any manner affecting the service of water, electricity, gas, telephone, cable television, or other contractual services, such as security, pest control, landscaping, or yard maintenance at the other party's residence or in any manner attempting to withdraw any deposits for service in connection with such services.
- 4. <u>PERSONAL AND BUSINESS RECORDS IN DIVORCE CASE</u>. If this is a divorce case, both parties to the marriage are ORDERED to refrain from doing the following acts:
 - 4.1 Concealing or destroying any family records, property records, financial records, business records or any records of income, debts, or other obligations.
 - 4.2 Falsifying any writing or record relating to the property of either party.
 - 4.3 "Records" include e-mail or other digital or electronic data, whether stored on a computer hard drive, diskette or other electronic storage device.

- 5. <u>INSURANCE IN DIVORCE CASE</u>. If this is a divorce case, both parties to the marriage are ORDERED to refrain from doing the following acts:
 - 5.1 Withdrawing or borrowing in any manner all or any part of the cash surrender value of life insurance policies on the life of either party, except as specifically authorized by this order.
 - 5.2 Changing or in any manner altering the beneficiary designation on any life insurance on the life of either party or the parties' children.
 - 5.3 Canceling, altering, or in any manner affecting any casualty, automobile, or health insurance policies insuring the parties' property of persons including the parties' minor children.
- 6. <u>SPECIFIC AUTHORIZATIONS IN DIVORCE CASE</u>. If this is a divorce case, both parties to the marriage are specifically authorized to do the following:
 - 6.1 To engage in acts reasonable and necessary to the conduct of that party's usual business and occupation.
 - 6.2 To make expenditures and incur indebtedness for reasonable attorney's fees and expenses in connection with this suit.
 - 6.3 To make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation and medical care.
 - To make withdrawals from accounts in financial institutions only for the purposes authorized by this order.

7. SERVICE AND APPLICATION OF THIS ORDER.

- 7.1 The Petitioner shall attach a copy of this order to the original petition and to each copy of the petition. At the time the petition is filed, if the Petitioner has failed to attach a copy of this order to the petition and any copy of the petition, the Clerk shall ensure that a copy of this order is attached to the petition and every copy of the petition presented.
- 7.2 This order is effective upon the filing of the original petition and shall remain in full force and effect as a temporary restraining order for fourteen days after the date of the filing of the original petition. If no party contests this order by presenting evidence at a hearing on or before fourteen days after the date of the filing of the original petition, this order shall continue in full force and effect as a temporary injunction until further order of the court. This entire order will terminate and will no longer be effective once the court signs a final order.
- 8. <u>EFFECT OF OTHER COURT ORDERS</u>. If any part of this order is different from any part of a protective order that has already been entered or is later entered, the protective order provisions prevail. Any part of this order not changed by some later order remains in full force and effect until the court signs a final decree.
- 9. <u>PARTIES ENCOURAGED TO MEDIATE</u>. The parties are encouraged to settle their disputes amicably without court intervention. The parties are encouraged to use alternative

dispute resolution methods, such as mediation, to resolve the conflicts that may arise in this lawsuit.

THIS TRAVIS COUNTY STANDING ORDER REGARDING CHILDREN, PROPERTY AND CONDUCT OF THE PARTIES SHALL BECOME EFFECTIVE ON JANUARY 1, 2005.

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405 District Court	

Respectfully submitted,

EDUARDO RENE RODRIGUEZ

Pro Se

CIVIL CASE INFORMATION SHEET

Cause Number (FO)	R CLERK USE ONLY):	D-1-FM-	10-005/97 c	COURT <i>(FOR CLERK US</i>	SE ONLY):	2015+			
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1. Contact information for pers	on completing case in	formation sheet	: Names of parties in	case:	Person	or entity completing sheet is:			
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1108 / 41600	Sto 110 - 16	9	W / 2P		Additiona	al Parties in Child Support Case:			
City/State/Zip: Fax: Austin Tx 7870/			Defendant(s)/Respon	Defendant(s)/Respondent(s): Custodial Parent: Non-Custodial Parent:					
State Bar No:			[Attach additional page as r	Presumed Father: [Attach additional page as necessary to list all parties]					
2. Indicate case type, or identify	y the most important	issue in the case							
	Civil				Fam	ily Law			
Contract Debt/Contract	Injury or Da		Real Property	Marriage Relatio	onship	Post-judgment Actions (non-Title IV-D)			
Consumer/DTPA	Assault/Battery Construction Defamation Malpractice Accounting Legal Other Profession Liability: Motor Vehicle Accompremises Product Liability Asbestos/Silica Other Product L	onal Codent Coden Co	Eminent Domain/ Condemnation Partition Quiet Title Trespass to Try Title Other Property:	Other Family General Superior	Declare Marriage Void Divorce With Children No Children Other Family Law Enforce Foreign Judgment Habeas Corpus Name Change	Enforcement Modification—Custody Modification—Other Title IV-D Enforcement/Modification Paternity Reciprocals (UIFSA) Support Order Parent-Child Relationship Adoption/Adoption with Termination Child Protection Child Support			
	List Product:	☐Writ of Habeas Corpus Pre-indictment		☐ Protective Order☐ Removal of Disabilities of Minority☐ Other:		Custody or Visitation Gestational Parenting Grandparent Access Parentage/Paternity Termination of Parental			
Employment	-	Other Civi				Rights Other Parent-Child:			
☐ Discrimination ☐ Retaliation ☐ Termination ☐ Workers` Compensation ☐ Other Employment:	Administrative A Antitrust/Unfair Competition Code Violations Foreign Judgmer	nt	Lawyer Discipline Perpetuate Testimony Securities/Stock Tortious Interference Other:						
Tax			Probate & N	Iental Health					
☐Tax Appraisal ☐Tax Delinquency ☐Other Tax	Probate/Wills/Intestate Administration Dependent Administration Independent Administration			☐Guardianship—Adult ☐Guardianship—Minor ☐Mental Health ☐Other:					
3. Indicate procedure or remedy, if applicable (may select more than I): Appeal from Municipal or Justice Court Arbitration-related Attachment Bill of Review Certiorari Class Action Garnishment Interpleader License Mandamus Post-judgment		Judgment t	☐ Prejudgment Remedy ☐ Protective Order ☐ Receiver ☐ Sequestration ☐ Temporary Restraining Order/Injunction ☐ Turnover						

BK11025 PG367 DC

CAUSE NO. D-1-FM-10-00519

IN THE MATTER OF THE MARRIAGE OF

Filed in The District Court of Travis County, Texas

IN THE DISTRICT COURT OF

CLERK

EDUARDO RENE RODRIGUEZ AND

JAN 24 2011 AS

TRAVIS COUNTY, TEXAS

NATASHA NICOLE ROSOFSKY Amalia Rodriguez-Mendoza.

201ST JUDICIAL DISTRICT

AGREED FINAL DECREE OF DIVORCE

_____, 2011, this case came on for final hearing.

Appearances

Petitioner, Pro Se, EDUARDO RENE RODRIGUEZ, appeared in person and announced that the parties had reached an agreement.

Respondent, Pro Se, NATASHA NICOLE ROSOFSKY, has entered her appearance in this cause by waiver of citation, and has agreed to the terms of this judgment to the extent permitted by law, as evidenced by her signature, appearing below, and did not otherwise appear.

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 over this cause of action and the parties and that at least 60 days have elapsed since the date the suit was filed. The Court finds that Petitioner has been a domiciliary of this state for at least a six-month period preceding the filing of this action and a resident of the county in which this suit is filed for at least a 90-



Rodriguez/Decree Page 1

day period preceding the filing of this action. All persons entitled to citation were

properly cited.

<u>Jury</u>

A jury was waived, and all 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 Agreed Final Decree of Divorce.

Divorce

IT IS ORDERED AND DECREED that EDUARDO RENE RODRIGUEZ and

NATASHA NICOLE ROSOFSKY are divorced and that the marriage between them is

dissolved on the grounds of insupportability.

No Children of the Marriage

The court finds that there are no minor children of the marriage and none is

expected.

Information Regarding Parties

The information required for each party by Section 105.006(a) of the Texas

Family Code is as follows:

Wife:

NATASHA NICOLE ROSOFSKY

Social Security number:

xxx-xx-2511

Driver's license number:

xxxx4935

Issuing state: TX

Current residence address:

1910 Haskell Street, Austin, TX 78702

Mailing address:

Same as residence

Cellular telephone number:

512-565-5071

Name of employer:

AVANCE-Austin

Address of employment:

4818 E. Ben White Blvd. #205, Austin, TX 78741

Work telephone number:

512-326-9335

Husband:

EDUARDO RENE RODRIGUEZ

Social Security number:

xxx-xx-7106

Driver's license number:

xxxx2278

Current residence address:

Issuing state: TX 2235 E. 6th St. Austin, TX 78702

Mailing address:

1108 Lavaca St. # 110-189 Austin, TX 78701

Cellular telephone number:

512-589-3118

Name of employer:

State of Texas

Address of employment:

209 W. 14th St. Austin, TX 78701

Work telephone number:

512-463-1000

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.

IT IS ORDERED AND DECREED that the estate of the parties is divided as follows:

Property Awarded to EDUARDO RENE RODRIGUEZ

EDUARDO RENE RODRIGUEZ is awarded the following as his sole and separate property, and NATASHA NICOLE ROSOFSKY is hereby divested of all right, title, interest, and claim in and to such property:

- 1. All household furniture, furnishings, fixtures, goods, appliances, and equipment in the possession of or subject to the sole control of EDUARDO RENE RODRIGUEZ.
- 2. All clothing, jewelry, and other personal effects in the possession of or subject to the sole control of EDUARDO RENE RODRIGUEZ.
- 3. Any and all sums of cash in the possession of or subject to the sole control of

EDUARDO RENE RODRIGUEZ, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in EDUARDO RENE RODRIGUEZ's sole name or from which EDUARDO RENE RODRIGUEZ has the sole right to withdraw funds or which are subject to EDUARDO RENE RODRIGUEZ's sole control, specifically including but not limited to the following:

- a. Wells Fargo Checking Acct. No. -6205;
- b. Wells Fargo Checking Acct. No. -1896;
- c. Wells Fargo Savings Acct. No. -4768;
- d. Wells Fargo Way2Save Checking Acct. No. -4875;
- e. Wells Fargo Savings Acct. No. -6876;
- f. University Federal Credit Union Savings Acct. No. 9499-000
- g. University Federal Credit Union Checking Acct. No. -9499-0800; and
- h. Capitol Credit Union Savings Acct. No. -1652.
- 4. Any and all sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, pension plan, employee stock option plan, employee savings plan, accrued unpaid bonuses, or other benefit program existing by reason of EDUARDO RENE RODRIGUEZ's past, present, or future employment, specifically including EDUARDO RENE RODRIGUEZ's Retirement with the Employees Retirement System of Texas.

Property Awarded to NATASHA NICOLE ROSOFSKY

NATASHA NICOLE ROSOFSKY is awarded the following as her sole and

separate property, and EDUARDO RENE RODRIGUEZ is divested of all right, title, interest, and claim in and to such property:

1. The real property, located at 1910 Haskell Street, Austin, Texas 78702, including but not limited to any escrow funds, prepaid insurance, and utility deposits, more fully described as follows:

LOT 14, BLOCK G, DRIVING PARK ADDITION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 2, PAGE 206, PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

- All household furniture, furnishings, fixtures, goods, appliances, and equipment in the possession of or subject to the sole control of NATASHA NICOLE ROSOFSKY.
- 3. All clothing, jewelry, and other personal effects in the possession of or subject to the sole control of NATASHA NICOLE ROSOFSKY.
- 4. Any and all sums of cash in the possession of or subject to the sole control of NATASHA NICOLE ROSOFSKY, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in NATASHA NICOLE ROSOFSKY's sole name or from which NATASHA NICOLE ROSOFSKY has the sole right to withdraw funds or which are subject to NATASHA NICOLE ROSOFSKY's sole control, and specifically including the following:
 - a. University Federal Credit Union Checking/Savings Acct. No. -9499;
 - b. Wells Fargo Custom Management Checking Acct. No. -7524;
 - c. Wells Fargo Custom Management Checking Acct. No. -9189; and
 - e. Wells Fargo Regular Savings Acct. No. -3946.

- 5. Any and all sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, pension plan, employee stock option plan, employee savings plan, accrued unpaid bonuses, or other benefit program existing by reason of NATASHA NICOLE ROSOFSKY's past, present, or future employment.
- 6. The following stocks, bonds, mutual funds, and securities, together with all dividends, splits, and other rights and privileges in connection therewith:
 - a. Morgan Keegan Acct. No. -2151.
- 7. Any and all life insurance policies (including cash values) insuring the life of NATASHA NICOLE ROSOFSKY, specifically including the following:
 - a. Universal Life Insurance Policy No. -8106.

Joint Bank Accounts

IT IS FURTHER ORDERED that NATASHA NICOLE ROSOFSKY and EDUARDO RENE RODRIGUEZ shall each remove the other party's name from any jointly-held bank accounts, and shall sign any and all documentation and take any and all steps necessary to do so, including but not limited to, ordering new checks and ceasing to use any checks still reflecting the other party's name and address immediately.

Debts Assumed by EDUARDO RENE RODRIGUEZ

IT IS ORDERED AND DECREED that EDUARDO RENE RODRIGUEZ shall pay, as a part of the division of the estate of the parties, the following debts and obligations and shall indemnify and hold NATASHA NICOLE ROSOFSKY and

NATASHA NICOLE ROSOFSKY's property harmless from any failure to so discharge these items:

- Any and all debts, charges, liabilities, and other obligations incurred solely by EDUARDO RENE RODRIGUEZ from and after June 1, 2010, unless express provision is made in this decree to the contrary.
- All encumbrances, ad valorem taxes, liens, assessments, or other charges due or to become due on the personal property awarded to EDUARDO RENE RODRIGUEZ in this decree, unless express provision is made herein to the contrary.
- 3. Any and all credit card, loan, student loan, and charge account debt held in EDUARDO RENE RODRIGUEZ's individual name, specifically including the following debt:
 - a. BBVA Compass credit card Acct. No. -0778;
 - b. Household Bank MasterCard Acct. No. -7921;
 - c. Wells Fargo Visa Acct. No. -9487;
 - d. Capitol Credit Union Visa Acct. No. -8096;
 - e. Wells Fargo LOC Acct. No. -8870;
 - f. Capitol Credit Union Loan No. -1652;
 - g. Subsidized Consolidated Education Loan to Brazos/US Bank National Acet. No. -7435;
 - h. Unsubsidized Consolidated Education Loan to Brazos/US Bank National Acct. No. -7435;
 - Graduate Plus Education Loan to Brazos/US Bank National Acct. No. -7435;
 - j. PEPLN Education Loan to NCT Acct. No. -7435;

- k. Unsubsidized Education Loan to Stafford Acct. No. -7435;
- 1. Education Loan to Stafford Acet. No. -7435;
- m. Education Loan to Plus GB Acct. No. -7435;
- n. Unsubsidized Education Loan to Stafford Acct. No. -7435;
- o. Education Loan to Stafford Acct. No. -7435;
- p. Unsubsidized Education Loan to Stafford Acct. No. -7435;
- q. Education Loan to Stafford Acct. No. -7435;
- r. Unsubsidized Education Loan to Stafford Acct. No. -8934;
- s. Education Loan to Stafford Acct. No. -8934;
- t. Education Loan to Plus GB Acct. No. -8934; and
- u. Education Loan to College Access Acct. No. -0002; and
- v. Education loan to National College Loan No. -0003.
- 4. His attorney's fees and expenses.

Debts Assumed by NATASHA NICOLE ROSOFSKY

IT IS ORDERED AND DECREED that NATASHA NICOLE ROSOFSKY shall pay, as a part of the division of the estate of the parties, the following debts and obligations and shall indemnify and hold EDUARDO RENE RODRIGUEZ and EDUARDO RENE RODRIGUEZ's property harmless from any failure to so discharge these items:

1. The balance due, including principal, interest, tax, and insurance escrow, on that certain first-lien promissory note executed by EDUARDO RENE RODRIGUEZ and NATASHA NICOLE ROSOFSKY, in the original principal sum of

\$122,800.00, dated March 12, 2004, payable to National City Mortgage Co. d/b/a Accubanc Mortgage, now being paid to PNC Mortgage, and secured by Warranty Deed with Vendor's Lien of even date therewith, recorded at Document No. 2004049055, Official Public Records of Travis County, Texas, and further secured by Deed of Trust of even date therewith to Allan B. Polunsky, Trustee, recorded at Document No. 2004049056, Official Public Records of Travis County, Texas; and that certain second-lien promissory note executed by EDUARDO RENE RODRIGUEZ and NATASHA NICOLE ROSOFSKY, husband and wife, in the original principal sum of \$80,184.00, dated July 18, 2008, payable to University Federal Credit Union, and secured by Texas Home Equity Security Instrument of even date therewith to Morton W. Baird, II, Trustee, recorded at Document No. 2008137256, Official Public Records of Travis County, Texas.

- Any and all debts, charges, liabilities, and other obligations incurred solely by NATASHA NICOLE ROSOFSKY from and after June 1, 2010, unless express provision is made in this decree to the contrary.
- 3. All encumbrances, ad valorem taxes, liens, assessments, or other charges due or to become due on the real or personal property awarded to NATASHA NICOLE ROSOFSKY in this decree, unless express provision is made herein to the contrary.
- 4. Any and all credit card, loan, student loan, and charge account debt held in NATASHA NICOLE ROSOFSKY's individual name, and specifically including but not limited to the following:

- University Federal Credit Union HELOC Fixed Second Acct. No. 9499-0090
- b. American Express Acct. No. -21007;
- b. American Express Acct. No. -35007;
- c. Chase Slate credit card Acct. No. -0167;
- d. Care Credit Acct. No. -6204
- e. Wells Fargo credit card Acct. No. -0138.
- 5. Her attorney's fees and expenses.

Joint Credit Cards

The Court finds that the parties have agreed, and IT IS THEREFORE

ORDERED, that NATASHA NICOLE ROSOFSKY and EDUARDO RENE

RODRIGUEZ shall immediately close any credit card accounts on which the parties are jointly liable and shall sign any and all documentation necessary to do so.

Judgment to Equalize Division

For the purpose of a just and right division of property made in this decree, the Court finds that the parties have agreed that NATASHA NICOLE ROSOFSKY should be granted a judgment against EDUARDO RENE RODRIGUEZ in the amount of \$60,000.00. IT IS THEREFORE ORDERED AND DECREED that NATASHA NICOLE ROSOFSKY is granted a judgment against EDUARDO RENE RODRIGUEZ in the amount of \$60,000.00, payable as set forth below, for which let execution issue, if not timely paid.

IT IS THEREFORE ORDERED AND DECREED that EDUARDO RENE
RODRIGUEZ shall pay to NATASHA NICOLE ROSOFSKY the sum of \$60,000.00, by

paying the sum of \$474.48 per month to NATASHA NICOLE ROSOFSKY, 1910

Haskell Street, Austin, Texas 78702, with the first payment of \$474.48 being due and payable on January 1, 2011 and like payments of \$474.48 being due and payable on the first day of each month thereafter for a period of 180 months at the rate of 5% interest per year until paid in full, for which let execution issue.

This judgment is required to achieve an equitable division of community property between the parties pursuant to divorce and shall not constitute or be interpreted to be any form of spousal support, alimony, or child support.

Confirmation of Separate Property

IT IS FURTHER ORDERED AND DECREED that the following described property is confirmed as the separate property of EDUARDO RENE RODRIGUEZ:

- 1. The 1997 Honda Civic motor vehicle, vehicle identification number 1HGEJ6128VL083349, together with keys and title documents.
- 2. Wedding ring, other jewelry, and personal effects.

IT IS FURTHER ORDERED AND DECREED that the following described property is confirmed as the separate property of NATASHA ROSOFSKY:

- 1. The 2001 Honda CRV motor vehicle, vehicle identification number JHLRD18771S00766, together with keys and title documents.
- 2. Wedding and engagement rings, other jewelry, and personal effects.

Confirmation of Separate Debt

IT IS FURTHER ORDERED AND DECREED that the following described debt is confirmed as the separate debt of EDUARDO RENE RODRIGUEZ:

1. The balance due, including principal, interest, and all other charges, on that certain promissory note payable to Capitol Credit Union, and secured by a lien on the 1997 Honda Civic motor vehicle confirmed herein as EDUARDO RENE RODRIGUEZ's separate property.

Federal Income Taxes

Federal Income Taxes for Prior Years Through 2009

IT IS ORDERED AND DECREED that NATASHA NICOLE ROSOFSKY shall be responsible for the payment of fifty percent (50%) and EDUARDO RENE RODRIGUEZ shall be responsible for the payment of fifty percent (50%) of all federal income tax liabilities of the parties for any year of the parties' marriage in which a joint federal income tax return was filed through December 31, 2009, and that each party shall timely pay and shall indemnify and hold the other party and his or her property harmless from that party's fifty percent (50%) share of any tax deficiencies, assessments, penalties, and/or interest due, including any attorneys' or accountants' fees incurred in connection with an audit of the parties' joint returns for those years, 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 failed to report the income or proffered the erroneous deduction. The parties agree that nothing in this Decree shall be construed as or is intended as a waiver of any rights that party has under the "innocent spouse" provisions of the Internal Revenue Code.

Income Tax Refunds for Prior Years Through 2009

In the event there is a refund of taxes for prior years of the marriage for which joint returns were filed, through December 31, 2009, it is ORDERED AND DECREED that NATASHA NICOLE ROSOFSKY shall be entitled to 50% of such refund and EDUARDO RENE RODRIGUEZ shall be entitled to 50% of such refund. NATASHA NICOLE ROSOFSKY is designated a constructive trustee for the benefit of EDUARDO

RENE RODRIGUEZ, to the extent of 50% of the amount of any refund, in the event she receives a refund check. Likewise, EDUARDO RENE RODRIGUEZ is hereby declared a constructive trustee for the benefit of NATASHA NICOLE ROSOFSKY to the extent of 50% of the amount of any refund, in the event he receives a refund check. Each party is ORDERED AND DECREED to endorse, upon receipt or presentation, any check received for a refund of taxes for prior years of the marriage through December 31, 2009 and shall divide the proceeds with the other party, as ordered above, within three (3) days of receipt.

Federal Income Taxes for 2010

IT IS ORDERED AND DECREED that, for the calendar year 2010, NATASHA NICOLE ROSOFSKY and EDUARDO RENE RODRIGUEZ shall file a joint federal income tax return. IT IS FURTHER ORDERED AND DECREED that the 2010 federal income tax return shall be prepared by a Certified Public Accountant chosen jointly by NATASHA NICOLE ROSOFSKY and EDUARDO RENE RODRIGUEZ.

IT IS FURTHER ORDERED AND DECREED that NATASHA NICOLE ROSOFSKY and EDUARDO RENE RODRIGUEZ shall each be responsible for one-half of the tax preparation costs for the 2010 federal income tax return. IT IS ORDERED AND DECREED that NATASHA NICOLE ROSOFSKY and EDUARDO RENE RODRIGUEZ shall be jointly responsible for all federal income tax liabilities of the parties for the 2010 federal income tax return, and shall each timely pay one-half (½) of any deficiencies, assessments, penalties, interest, or costs of defending any audits due thereon.

In the event there is a refund of taxes for the 2010 federal income tax return, it is

ORDERED AND DECREED that NATASHA NICOLE ROSOFSKY shall be entitled to 50% of such refund and EDUARDO RENE RODRIGUEZ shall be entitled to 50% of such refund. NATASHA NICOLE ROSOFSKY is designated a constructive trustee for the benefit of EDUARDO RENE RODRIGUEZ, to the extent of 50% of the amount of any refund, in the event she receives a refund check. Likewise, EDUARDO RENE RODRIGUEZ is hereby declared a constructive trustee for the benefit of NATASHA NICOLE ROSOFSKY to the extent of 50% of the amount of any refund, in the event he receives a refund check. Each party is ORDERED AND DECREED to endorse, upon receipt or presentation, any check received for the 2010 federal income tax return, and shall divide the proceeds with the other party, as ordered above, within three (3) days of receipt.

Federal Income Tax Liabilities for Year of Divorce - 2011

IT IS ORDERED that NATASHA NICOLE ROSOFSKY and EDUARDO RENE RODRIGUEZ shall file separate income tax returns for 2011, pursuant to section 66, Internal Revenue Code. IT IS ORDERED that EDUARDO RENE RODRIGUEZ shall report on his 2011 federal income tax return (1) all earned income including wages, salaries, management fees, fees for contract labor, consulting fees, or professional fees, and other amounts received as compensation for personal services actually rendered by EDUARDO RENE RODRIGUEZ; (2) trade or business income, and a partner's distributive share of partnership income; (3) income which is derived from the property awarded or confirmed to EDUARDO RENE RODRIGUEZ by this Decree of Divorce; and (4) any other income received by EDUARDO RENE RODRIGUEZ and properly reportable by him under the Internal Revenue Code; and EDUARDO RENE

RODRIGUEZ shall claim and deduct (1) all deductible expenditures paid by him; (2) deductible expenditures, depreciation, and losses attributable to property awarded or confirmed to EDUARDO RENE RODRIGUEZ in this Decree of Divorce; (3) all income withheld from his earned income; (4) all prepayments personally paid by him for the year 2011; and (5) non-payment credits attributable to his earnings or property awarded or confirmed to EDUARDO RENE RODRIGUEZ by this Decree of Divorce. IT IS ORDERED that NATASHA NICOLE ROSOFSKY shall report on her 2011 federal income tax return (1) all earned income including wages, salaries, management fees, fees for contract labor, consulting fees, or professional fees, and other amounts received as compensation for personal services actually rendered by NATASHA NICOLE ROSOFSKY; (2) trade or business income, and a partner's distributive share of partnership income; (3) income which is derived from the property awarded or confirmed to NATASHA NICOLE ROSOFSKY by this Decree of Divorce; (4) any other income received by NATASHA NICOLE ROSOFSKY and properly reportable by her under the Internal Revenue Code; and NATASHA NICOLE ROSOFSKY shall claim and deduct (1) all deductible expenditures paid by her; (2) deductible expenditures, depreciation, and losses attributable to property awarded or confirmed to NATASHA NICOLE ROSOFSKY in this Decree of Divorce; (3) all income withheld from her earned income; (4) all prepayments personally paid by her for the year 2011; (5) all deductions for mortgage interest and property taxes paid for the year 2011 on the real property listed in this Decree; and (6) non-payment credits attributable to her earnings or property awarded or confirmed to NATASHA NICOLE ROSOFSKY by this Decree of Divorce.

IT IS FURTHER ORDERED AND DECREED that EDUARDO RENE

RODRIGUEZ shall pay and hold NATASHA NICOLE ROSOFSKY and NATASHA NICOLE ROSOFSKY's property harmless from all tax liability shown to be due and payable on EDUARDO RENE RODRIGUEZ's 2011 federal income tax return prepared pursuant to Section 66, Internal Revenue Code as hereinabove provided, plus any penalty and interest referable thereto, and IT IS ORDERED AND DECREED that NATASHA NICOLE ROSOFSKY shall pay and hold EDUARDO RENE RODRIGUEZ and EDUARDO RENE RODRIGUEZ's property harmless from all tax liability shown to be due and payable on NATASHA NICOLE ROSOFSKY's 2011 federal income tax return prepared pursuant to Section 66, Internal Revenue Code as hereinabove provided, plus any penalty and interest referable thereto.

IT IS DECREED that any tax refund shown to be due and payable to EDUARDO RENE RODRIGUEZ on his 2011 federal income tax return, prepared pursuant to Section 66, Internal Revenue Code as hereinabove provided, shall be the separate property of EDUARDO RENE RODRIGUEZ, and any tax refund shown to be due and payable to NATASHA NICOLE ROSOFSKY on her 2011 federal income tax return, prepared pursuant to Section 66, Internal Revenue Code as hereinabove provided, shall be the separate property of NATASHA NICOLE ROSOFSKY.

To the extent necessary to effect this division of tax liability for income received in 2011, IT IS ORDERED that this Decree of Divorce shall serve as a partition of income, setting aside to EDUARDO RENE RODRIGUEZ as his separate property (1) all earned income including wages, salaries, or professional fees, and other amounts received as compensation for personal services actually rendered by EDUARDO RENE RODRIGUEZ; (2) trade or business income, and a partner's distributive share of

partnership income; (3) income which is derived from the property awarded or confirmed to EDUARDO RENE RODRIGUEZ by this Decree of Divorce; (4) any other income confirmed to EDUARDO RENE RODRIGUEZ and properly reportable by him under the Internal Revenue Code; (5) all deductible expenditures paid by him; (6) deductible expenditures, depreciation, and losses attributable to property awarded or confirmed to EDUARDO RENE RODRIGUEZ by this Decree of Divorce; (7) all income tax withheld from his earned income; (8) all prepayments personally paid by him for the tax year 2011; and (9) non-payment credits attributable to his earnings or property awarded or confirmed to EDUARDO RENE RODRIGUEZ by this Decree of Divorce; which are earned, generated or accruing between and including January 1, 2011, and the date of divorce; and setting aside to NATASHA NICOLE ROSOFSKY as her separate property (1) all earned income including wages, salaries, or professional fees, and other amounts received as compensation for personal services actually rendered by NATASHA NICOLE ROSOFSKY; (2) trade or business income, and a partner's distributive share of partnership income; (3) income which is derived from the property awarded or confirmed to NATASHA NICOLE ROSOFSKY by this Decree of Divorce; (4) any other income confirmed to NATASHA NICOLE ROSOFSKY and properly reportable by her under the Internal Revenue Code; (5) all deductible expenditures paid by her; (6) deductible expenditures, depreciation, and losses attributable to property awarded or confirmed to NATASHA NICOLE ROSOFSKY by this Decree of Divorce; (7) all income tax withheld from her earned income; (8) all prepayments personally paid by her for the tax year 2011; and (9) non-payment credits attributable to her earnings or property awarded or confirmed to NATASHA NICOLE ROSOFSKY by this Decree of Divorce; which are

earned, generated or accruing between and including January 1, 2011, and the date of divorce.

IT IS FURTHER ORDERED AND DECREED that this partition is made under the provisions of the Texas Constitution, Article XVI, Section 15, as amended November 25, 1980 and November 3, 1987, which provides that:

"Spouses...may by written instrument from time to time partition between themselves all or any part of their property then existing or to be acquired or exchanged between themselves the community interest of one spouse...in other community property then existing or to be acquired, whereupon the portion or interest set aside to each spouse...shall be and constitute a part of the separate property and estate of such spouse..."

and in accordance with the Texas Family Code, Subsections 4.102, 4.103, 4.104, 4.105, and 4.106 (as amended, effective September 1, 1997).

IT IS ORDERED AND DECREED that EDUARDO RENE RODRIGUEZ shall be solely responsible for and shall timely pay and shall indemnify and hold NATASHA NICOLE ROSOFSKY and her property harmless from all federal income tax liabilities as shown on his 2011 federal income tax return, and EDUARDO RENE RODRIGUEZ shall bear all costs of defending against same.

IT IS ORDERED AND DECREED that NATASHA NICOLE ROSOFSKY shall be solely responsible for and shall timely pay and shall indemnify and hold EDUARDO RENE RODRIGUEZ and his property harmless from all federal income tax liabilities as shown on her 2011 federal income tax return, and NATASHA NICOLE ROSOFSKY shall bear all costs of defending against same.

IT IS ORDERED AND DECREED that each party shall pay for the preparation of his or her separate return for the year 2011.

General Provisions Related to Federal Income Taxes

The parties agree that nothing in this Decree shall be construed as or is intended as a waiver of any rights that party has under the "innocent spouse" provisions of the Internal Revenue Code.

Each party shall forward immediately to the other party a copy of any deficiency notice or other correspondence from the Internal Revenue Service concerning tax years for which a joint return has been filed.

Each party shall keep and preserve for a period of seven (7) years from the date of divorce all financial records relating to the community estate, and each party shall, upon reasonable notice, allow the other party access to these records in the event of any tax audits, inquiries, or demands for such information by the Internal Revenue Service, or any dispute arising out of the implementation or interpretation of this Decree.

IT IS FURTHER ORDERED AND DECREED that each party shall furnish such information to the other party as is requested to prepare federal income tax returns for each party for the year in which this divorce decree is entered, and in no event shall such information be exchanged later than March 1 of the year following the year in which this divorce decree is entered. Each party shall pay for the preparation of his or her own tax return for the year in which this divorce decree is entered.

Division of Assets and Liabilities Not Provided for in Decree

IT IS FURTHER ORDERED AND DECREED that all community property not listed in this decree, which community property is later determined to be in the possession of or under the control of Petitioner or Respondent, shall be divided by the Court in a division that is considered just and right, pursuant to Tex. Fam. Code Chapter 9, and the party in possession or control of such property is designated a constructive

trustee of the property for the benefit of the other party.

IT IS FURTHER ORDERED AND DECREED that, as a part of the division of the estate of the parties, any community liability not expressly assumed by a party under this decree is to be paid by the party incurring the liability, including attorney's fees, and said party is hereby ORDERED to pay said liability and to indemnify and hold harmless the other party.

Release of All Claims

IT IS ORDERED AND DECREED that each party shall release the other from all claims, liabilities, debts, obligations, actions, and causes of action of every kind that have been incurred relating to or arising from the marriage between the parties, including any premarital or postmarital property agreements; provided, however, that neither party is relieved or discharged from any obligation set forth in this decree or under any instrument or document executed pursuant to this decree.

IT IS FURTHER ORDERED AND DECREED that each party hereby surrenders any claims for reimbursement his or her separate property estate may have against the community estate of the parties, or the separate property estate of the other, or the community estate may have against either party's separate estate, and acknowledges that all claimed separate property has been set aside to him or her in this decree.

Indemnification

The Court finds that each party represents and warrants to the other that he or she has not incurred any debt, obligation, or other liability, other than those described in this decree, on which the other party is or may be liable. IT IS THEREFORE ORDERED AND DECREED that if any claim, action, or proceeding is hereafter initiated seeking to

hold the other party liable for any liability or obligation assumed by a party under this decree or for any other debt, obligation, liability, act, or omission of the party, that party is ORDERED, at his or her sole expense, to defend the other party against any such claim or demand, whether or not well-founded, and will indemnify and hold harmless the other party from all damages resulting therefrom. Damages, as used herein, will include any loss, cost, expense, penalty, and other damages, including, without limitation, counsel fees and other costs and expenses reasonably incurred in investigating or in attempting to avoid same or oppose the imposition thereof or in enforcing this indemnity. The indemnifying party is ORDERED to reimburse the indemnified party on demand for any payment made by the indemnified party at any time after the entry of the divorce decree to satisfy any judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands or actions for any damages to which the foregoing indemnity relates. Each party is further ORDERED to 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.

Right To Live Separately and Free from Interference

IT IS ORDERED AND DECREED that each party will live separately and apart from the other for the rest of his or her life at any place or places that he or she may select. IT IS FURTHER ORDERED that neither party will molest, harass, annoy, injure, threaten, or interfere with the other party in any manner whatsoever. IT IS FURTHER ORDERED that each party may carry on and engage in any employment, profession, business, or other activity as he or she may deem advisable for his or her sole use and benefit. IT IS FURTHER ORDERED that neither party will interfere with the use,

ownership, enjoyment, or disposition of any property now owned or hereafter acquired by the other.

Waiver of Rights to Other Party's Estate

IT IS ORDERED AND DECREED that each party will renounce and waive any and all rights:

- (a) to inherit any part of the estate of the other party;
- (b) to receive property from the estate of the other party by bequest or devise, except under a will or codicil executed after the effective date of this decree;
- (c) to act as a personal representative of the estate of the other party on intestacy, incompetency or disability, unless nominated by another party legally entitled to so act; and
- (d) to act as a personal representative under the will of the other party, unless so nominated by a will or codicil executed after the effective date of this decree.

Partial Invalidity

IT IS ORDERED AND DECREED that if any provision of this decree is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

Entire Agreement

The Court finds this Decree supersedes any and all other agreements, either oral or in writing, between the parties relating to the rights and liabilities arising out of their marriage, and this Decree contains the entire agreement of the parties.

Waiver of Breach

IT IS ORDERED AND DECREED that the waiver by one party of any breach of this decree by the other party will not be deemed a waiver of any other provision of this decree.

Successors and Assigns

IT IS ORDERED AND DECREED that this decree, except as otherwise expressly provided herein, will be binding on, and will inure to the benefit of, the respective legatees, devisees, heirs, executors, administrators, assigns, and successors in interest of the parties.

Transfer and Delivery of Property

IT IS ORDERED AND DECREED that EDUARDO RENE RODRIGUEZ shall execute and deliver to NATASHA NICOLE ROSOFSKY at 1910 Haskell Street, Austin, Texas 78702, on or before 5:00 p.m. on the day this decree is signed by the Court, the following documents:

1. Special Warranty Deed related to 1910 Haskell Street, Austin, Texas 78702 in the form attached hereto as Exhibit "A."

IT IS ORDERED AND DECREED that NATASHA NICOLE ROSOFSKY shall execute and deliver to EDUARDO RENE RODRIGUEZ at 1910 Haskell Street, Austin, Texas 78702, on or before 5:00 p.m. on the day this decree is signed by the Court, the following documents:

1. Deed of Trust to Secure Assumption related to 1910 Haskell Street, Austin, Texas 78702 in the form attached hereto as Exhibit "B."

Execution of Other Documents

IT IS ORDERED AND DECREED that each party on demand will execute and deliver to the other party any deeds, bills of sale, assignments, consents to change of beneficiaries of insurance policies, tax returns, corporate documents and other documents, and will do or cause to be done any other acts and things as may be necessary

or desirable to effect the provisions and purposes of this decree. If either party fails on demand to comply with this provision, that party is ORDERED to pay all reasonable and necessary attorney's fees incurred as a result of that failure.

<u>Judgment Effective to Pass Title</u>

Notwithstanding any other provisions of this Agreed Final Decree of Divorce, this judgment shall operate as a conveyance to the parties so named of the real property described herein and title to such real property passes as ordered herein, without the necessity of any further action by the party being divested of title.

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

Court Costs

Costs of court are to be borne by the party by whom such costs were incurred.

Clarifying Orders

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

Date of Judgment

This Decree of Divorce was RENDERED and SIGNED in open court at Austin,

Travis County, Texas, on this 24th day of Jensey, 2011.

JUDGE PRESIDING

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

PETITIONER, PRO SE

This instrument was acknowledged before me on January 2011, by

EDUARDO RENE RODRIGUEZ.

ROBERT HANEY Notary Public, State of Texas My Commission Expires JANUARY 6, 2015 NOTARY PUBLIC, STATE OF TEXAS

Printed Name: Reheat HANE My Commission Expires:

JAN.6,2015

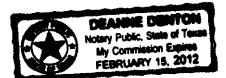
APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

NATASHA NICOLE ROSOFSKY,

RESPONDENT, PRO SE

This instrument was acknowledged before me on January 21⁵¹, 2011 by

NATASHA NICOLE ROSOFSKY.



NOTARY PUBLIC, STATE OF TEXAS

Printed Name:

My Commission Expires: