ROSEMARY ROTHKAMM HAMBRICE

(FORMERLY HIGGINS)

NUMBER:

DIVISION:

27<sup>TH</sup> JUDICIAL DISTRICT COURT

**VERSUS** 

PARISH OF ST. LANDRY

**GLEN CLAY HIGGINS** 

STATE OF LOUISIANA

# PETITION TO REGISTER FOREIGN SUPPORT ORDER FOR ENFORCEMENT UNDER THE PROVISIONS OF THE LOUISIANA CHILDREN'S CODE

NOW INTO COURT, through undersigned counsel, comes Rosemary Rothkamm Hambrice (formerly Higgins), a person of the full age of majority, who respectfully represents:

1.

Petitioner is the obligee of a foreign support order, contained within a Final Decree of Divorce ("Divorce Decree"), issued by the County Court of Orange County, Texas in civil case number C-981319. A certified copy of the Final Decree of Divorce is attached as Exhibit C, and is hereby incorporated by reference.

2.

Made defendant herein is Glen Clay Higgins, a person of the full age of majority and upon information and belief is a resident and domiciliary of St. Landry Parish, whose home address is 6289 Highway 103, Port Barre, LA 70577.

3.

The Divorce Decree ordered Glen Clay Higgins to pay to Petitioner child support of \$1,289.46 per month, with the first payment due and payable on June 1, 1999, and a like payment being due and payable on the 1<sup>st</sup> day of each month thereafter until a specified event occurred, as provided in the Divorce Decree.

4.

Specifically, the child payments were scheduled to be reduced and ultimately cease as follows: reduced to \$859.64 per month upon the later of the oldest child turning 18 or graduating high school (which occurred in October 2007); to \$429.82 per month upon the later of the middle child turning 18 or graduating high school (which occurred in May 2011); and cease the later of the youngest child turning 18 or graduating high school (which occurred in May 2013).

Immediately after entry of the Divorce Decree, Glen Clay Higgins begin missing child support payments, and in March 2005, stopped making payments all together. An Affidavit of Child Support Arrears, which contains a detailed summary of the monthly child support principle due, the amount paid, and the total principal balance due, is attached hereto as Exhibit B, and is hereby incorporated by reference.

6.

Presently, Glen Clay Higgins is in arrears in the amount of \$ 96,852.53, plus \$ 51,610.00 in accrued interest, calculated based on Texas law<sup>1</sup> pursuant to Children's Code article 1306.4, which totals \$ 140,826.28.

7.

Pursuant to Children's Code article 1306.2(A)(4) and 1306.2(A)(5), attached hereto as Exhibit A, and made a part hereof, is the following information, if known:

- a. The obligor's address and social security number;
- The name and address of the obligor's employer and any other source of income of the obligor;
- c. A description and location of property of obligor in this state not exempt for execution; and,
- d. The name and address of the obligee.

8.

Petitioner desires and is entitled to immediate registration for enforcement of the support order contained with the Divorce Decree pursuant to Children's Code articles 1306.1, et seq.

9.

Petitioner desires and is entitled to have the Clerk of Court give notice to the non-registering party, as provided by Children's Code article 1306.5.

<sup>&</sup>lt;sup>1</sup> See Tex. Fam. Code § 157.265.

**WHEREFORE**, Petitioner, Rosemary Rothkamm Hambrice, prays that the foreign support order be registered for enforcement pursuant to Children's Code articles 1306.1, *et seq*.

Respectfully submitted,

FAIRCLOTH, MELTON & SOBEL, LLC

Brook L. Villa (#31988)

bvilla@fairclothlaw.com

Franklin "Drew" Hoffmann (#35824)

dhoffmann@fairclothlaw.com

301 Main Street, Suite 920

Baton Rouge, LA 70801

Phone: (225) 343-9535 Fax: (225) 343-9538

ATTORNEYS FOR PETITIONER, ROSEMARY ROTHKAMM HAMBRICE

# PLEASE PERSONALLY SERVE:

Glen Clay Higgins 6289 Highway 103 Port Barre, LA 70577

ROSEMARY ROTHKAMM HAMBRICE	NUMBER:	DIVISION:
(FORMERLY HIGGINS)	27 <sup>TH</sup> JUDICIAL DIST	RICT COURT
VERSUS		
	PARISH OF ST. LAN	DRY
GLEN CLAY HIGGINS	STATE OF LOUISIA	NA
OR	DER	
CONSIDERING THE FOREGOING	and its attachments:	
IT IS ORDERED that the support order	contained in the attached Fir	al Decree of Divorce,
issued by the County Court of Orange County,	Texas in civil case number	r C-981319 is hereby
made executory;		
IT IS FURTHER ORDERED that the	Clerk of Court mail to the l	Defendant, Glen Clay
Higgins, notice of the filing of this proceeding	pursuant to Children's Cod	le article 1306.5, and
make notice of such mailing in the record of this	matter.	
THUS DONE AND SIGNED at	, Louisiana,	thisday
of, 201		
	JUDGE	

# PLEASE PERSONALLY SERVE:

Glen Clay Higgins 6289 Highway 103 Port Barre, LA 70577

PLEASE SEND NOTICE OF SINGING TO ALL COUNSEL OF RECORD.

ROSEMARY ROTHKAMM HAMBRICE (FORMERLY HIGGINS)

NUMBER:

DIVISION:

27<sup>TH</sup> JUDICIAL DISTRICT COURT

**VERSUS** 

PARISH OF ST. LANDRY

**GLEN CLAY HIGGINS** 

STATE OF LOUISIANA

# INFORMATION REQUIRED BY CHILDREN'S CODE ARTICLE 1306.2(A)

Petitioner, Rosemary Rothkamm Hambrice (formerly Higgins), through undersigned counsel, submits the following information, to the extent it is known, as required by Children's Code article 1306.2(A)(4) and 1306.2(A)(5):

- a. The obligor's name, address, and social security numbers are:
  - Glen Clay Higgins
  - 6289 Highway 103, Port Barre, LA 70577
  - XXX-XX-7844<sup>1</sup>
- b. The name and address of the obligor's employer and any other source of income of the obligor are:
  - Lafayette City Marshal Brian Pope, 105 E Convent St., Lafayette, LA 70501
- c. A description and location of property of the obligor in this state not exempt from execution are:
  - Unknown.
- d. The name and address of the obligee are:
  - Rosemary Rothkamm Hambrice
  - 108 Danville Cove, Guntown, MS 38849



<sup>&</sup>lt;sup>1</sup> Obligor's full social security number can be provided upon request.

#### AFFIDAVIT OF CHILD SUPPORT ARREARS

#### STATE OF MISSISSIPPI

#### COUNTY OF LEE

I, Rosemary "Stormy" Rothkamm Hambrice, being first duly sworn, deposes and says:

1.

On May 27, 1999, the County Court for Orange County, Texas issued a Final Decree of Divorce in civil case number C-981319. The Decree ordered that Glen Clay Higgins pay to me child support of \$1,289.46 per month, with the first payment due and payable on June 1, 1999, and a like payment being due and payable on the 1<sup>st</sup> day of each month thereafter until a specified event occurred, as provided in the Decree. Specifically, the child payments were scheduled to be reduced and ultimately cease as follows: reduced to \$859.64 per month upon the later of our oldest child turning 18 or graduating high school (which occurred in October 2007); to \$429.82 per month upon the later of our middle child turning 18 or graduating high school (which occurred in May 2011); and cease the later of our youngest child turning 18 or graduating high school (which occurred in May 2013).

2.

Beginning in November 2004, Glen Clay Higgins stopped making consistent child support payments, and in March 2005, stopped making payments all together. Below is a complete schedule of the child support principle due, the amount paid, and the total balance due.

1999	Amt Due	Amt Pd	Bal Due
January	\$ -	\$ -	\$ -
February	\$ -	\$ -	\$ -
March	\$ -	\$ -	\$ -
April	\$ -	\$ -	\$ -
May	\$ -	\$ -	\$ -

2000	Amt Due	Amt Pd	Bal Due
January	\$1,289.46	\$1,288.46	\$2,584.92
February	\$1,289.46	\$1,288.46	\$2,585.92
March	\$1,289.46	\$1,288.46	\$2,586.92
April	\$1,289.46	\$1,288.46	\$2,587.92
May	\$1,289.46	\$1,288.46	\$2,588.92

June	\$1,289.46	\$0.00	\$1,289.46	June	\$1,289.46	\$1,288.46	\$2,589.92
July	\$1,289.46	\$0.00	\$2,578.92	July	\$1,289.46	\$1,933.19	\$1,946.19
August	\$1,289.46	\$1,289.46	\$2,578.92	August	\$1,289.46	\$1,933.17	\$1,302.48
September	\$1,289.46	\$1,287.46	\$2,580.92	September	\$1,289.46	\$1,288.44	\$1,303.50
October	\$1,289.46	\$1,288.46	\$2,581.92	October	\$1,289.46	\$1,486.85	\$1,106.11
November	\$1,289.46	\$1,288.46	\$2,582.92	November	\$1,289.46	\$1,189.28	\$1,206.29
December	\$1,289.46	\$1,288.46	\$2,583.92	December	\$1,289.46	\$1,189.28	\$1,306.47
YTD Total	\$9,026.22	\$6,442.30		YTD Total	\$15,473.52	\$16,750.97	
2001	A met Dava	A met Del	Dal Dua	2002	A A Dava	A t D.d	n-i n
2001	Amt Due	Amt Pd	Bal Due	2002	Amt Due	Amt Pd	Bal Due
January	\$1,289.46	\$1,486.85	\$1,109.08	January	\$1,289.46	\$0.00	\$3,847.77
February	\$1,289.46	\$1,189.28	\$1,209.26	February	\$1,289.46	\$1,932.19	\$3,205.04
March	\$1,289.46	\$594.14	\$1,904.58	March	\$1,289.46	\$0.00	\$4,494.50
April	\$1,289.46	\$643.73	\$2,550.31	April	\$1,289.46	\$1,932.19	\$3,851.77
May	\$1,289.46	\$1,288.46	\$2,551.31	May	\$1,289.46	\$1,289.46	\$3,851.77
June	\$1,289.46	\$1,288.46	\$2,552.31	June	\$1,289.46	\$1,289.46	\$3,851.77
July	\$1,289.46	\$1,288.46	\$2,553.31	July	\$1,289.46	\$1,289.46	\$3,851.77
August	\$1,289.46	\$1,288.46	\$2,554.31	August	\$1,289.46	\$1,289.46	\$3,851.77
September	\$1,289.46	\$1,288.46	\$2,555.31	September	\$1,289.46	\$644.73	\$4,496.50
October	\$1,289.46	\$1,288.46	\$2,556.31	October	\$1,289.46	\$1,934.19	\$3,851.77
November	\$1,289.46	\$1,288.46	\$2,557.31	November	\$1,289.46	\$644.73	\$4,496.50
December	\$1,289.46	\$1,288.46	\$2,558.31	December	\$1,289.46	\$1,289.46	\$4,496.50
YTD Total	\$15,473.52	\$14,221.68		YTD Total	\$15,473.52	\$13,535.33	
2003	Amt Due	Amt Pd	Bal Due	2004	Amt Due	Amt Pd	Bal Due
January	\$1,289.46	\$1,934.19	\$3,851.77	January	\$1,289.46	\$1,289.46	\$3,851.77
February	\$1,289.46	\$1,289.46	\$3,851.77	February	\$1,289.46	\$1,289.46	\$3,851.77
March	\$1,289.46	\$1,289.46	\$3,851.77	March	\$1,289.46	\$1,289.46	\$3,851.77
April	\$1,289.46	\$1,289.46	\$3,851.77	April	\$1,289.46	\$1,289.46	\$3,851.77
May	\$1,289.46	\$1,289.46	\$3,851.77	May	\$1,289.46	\$1,289.46	\$3,851.77
-,					12,227110	7-,	,

\$4,496.50

\$3,851.77

\$3,851.77

\$3,851.77

\$3,851.77

\$1,289.46

\$1,289.46

\$1,289.46

\$1,289.46

\$1,289.46

\$1,289.46

\$1,289.46

\$1,289.46

\$1,289.46

\$1,289.46

\$3,851.77

\$3,851.77

\$3,851.77

\$3,851.77

\$3,851.77

June

July

August

September

October

\$1,289.46

\$1,289.46

\$1,289.46

\$1,289.46

\$1,289.46

June

July

August September

October

\$644.73

\$1,934.19

\$1,289.46

\$1,289.46

\$1,289.46

November	\$1,289.46	\$1,289.46	\$3,851.77	November	\$1,289.46	\$0.00	\$5,141.23
December YTD	\$1,289.46	\$1,289.46	\$3,851.77	December YTD	\$1,289.46	\$500.00	\$5,930.69
Total	\$15,473.52	\$16,118.25		Total	\$15,473.52	\$13,394.60	
2005	Amt Due	Amt Pd	Bal Duc	2006	Amt Due	Amt Pd	Bal Due
January	\$1,289.46	\$0.00	\$7,220.15	January	\$1,289.46	\$0.00	\$22,493.6
February	\$1,289.46	\$200.00	\$8,309.61	February	\$1,289.46	\$0.00	\$23,783.1
March	\$1,289.46	\$0.00	\$9,599.07	March	\$1,289.46	\$0.00	\$25,072.5
April	\$1,289.46	\$0.00	\$10,888.53	April	\$1,289.46	\$0.00	\$26,362.0
May	\$1,289.46	\$0.00	\$12,177.99	May	\$1,289.46	\$0.00	\$27,651.5
June	\$1,289.46	\$0.00	\$13,467.45	June	\$1,289.46	\$0.00	\$28,940.9
July	\$1,289.46	\$0.00	\$14,756.91	July	\$1,289.46	\$0.00	\$30,230.43
August	\$1,289.46	\$0.00	\$16,046.37	August	\$1,289.46	\$0.00	\$31,519.89
September	\$1,289.46	\$0.00	\$17,335.83	September	\$1,289.46	\$0.00	\$32,809.3
October	\$1,289.46	\$0.00	\$18,625.29	October	\$1,289.46	\$0.00	\$34,098.8
November	\$1,289.46	\$0.00	\$19,914.75	November	\$1,289.46	\$0.00	\$35,388.2
December	\$1,289.46	\$0.00	\$21,204.21	December	\$1,289.46	\$0.00	\$36,677.7
YTD Total	\$15,473.52	\$200.00		YTD Total	\$15,473.52	\$0.00	
2007	Amt Due	Amt Pd	Bal Due	2008	Amt Due	Amt Pd	Bal Due
January	\$1,289.46	\$0.00	\$37,967.19	January	\$859.64	\$0.00	\$52,151.2
February	\$1,289.46	\$0.00	\$39,256.65	February	\$859.64	\$0.00	\$53,010.89
March	\$1,289.46	\$0.00	\$40,546.11	March	\$859.64	\$0.00	\$53,870.53
April	\$1,289.46	\$0.00	\$41,835.57	April	\$859.64	\$0.00	\$54,730.1
May	\$1,289.46	\$0.00	\$43,125.03	May	\$859.64	\$0.00	\$55,589.8
June	\$1,289.46	\$0.00	\$44,414.49	June	\$859.64	\$0.00	\$56,449.4
July	\$1,289.46	\$0.00	\$45,703.95	July	\$859.64	\$0.00	\$57,309.09
August	\$1,289.46	\$0.00	\$46,993.41	August	\$859.64	\$0.00	\$58,168.73
September	\$1,289.46	\$0.00	\$48,282.87	September	\$859.64	\$0.00	\$59,028.3
October	\$1,289.46	\$0.00	\$49,572.33	October	\$859.64	\$0.00	\$59,888.0
November	\$859.64	\$0.00	\$50,431.97	November	\$859.64	\$0.00	\$60,747.63
December	\$859.64	\$0.00	\$51,291.61	December	\$859.64	\$0.00	\$61,607.29
YTD Total	\$14,613.88	\$0.00		YTD Total	\$10,315.68	\$0.00	

2009	Amt Due	Amt Pd	Bal Due
January	\$859.64	\$0.00	\$62,466.93
February	\$859.64	\$0.00	\$63,326.57
March	\$859.64	\$0.00	\$64,186.21
April	\$859.64	\$0.00	\$65,045.85
May	\$859.64	\$0.00	\$65,905.49
June	\$859.64	\$0.00	\$66,765.13
July	\$859.64	\$0.00	\$67,624.77
August	\$859.64	\$0.00	\$68,484.41
September	\$859.64	\$0.00	\$69,344.05
October	\$859.64	\$0.00	\$70,203.69
November	\$859.64	\$0.00	\$71,063.33
December	\$859.64	\$0.00	\$71,922.97
YTD Total	\$10,315.68	\$0.00	

2010	Amt Due	Amt Pd	Bal Due
January	\$859.64	\$0.00	\$72,782.61
February	\$859.64	\$0.00	\$73,642.25
March	\$859.64	\$0.00	\$74,501.89
April	\$859.64	\$0.00	\$75,361.53
May	\$859.64	\$0.00	\$76,221.17
June	\$859.64	\$0.00	\$77,080.81
July	\$859.64	\$0.00	\$77,940.45
August	\$859.64	\$0.00	\$78,800.09
September	\$859.64	\$0.00	\$79,659.73
October	\$859.64	\$0.00	\$80,519.37
November	\$859.64	\$0.00	\$81,379.01
December	\$859.64	\$0.00	\$82,238.65
YTD Total	\$10,315.68	\$0.00	

2011	Amt Due	Amt Pd	Bal Due
January	\$859.64	\$0.00	\$83,098.29
February	\$859.64	\$0.00	\$83,957.93
March	\$859.64	\$0.00	\$84,817.57
April	\$859.64	\$0.00	\$85,677.21
May	\$859.64	\$0.00	\$86,536.85
June	\$429.82	\$0.00	\$86,966.67
July	\$429.82	\$0.00	\$87,396.49
August	\$429.82	\$0.00	\$87,826.31
September	\$429.82	\$0.00	\$88,256.13
October	\$429.82	\$0.00	\$88,685.95
November	\$429.82	\$0.00	\$89,115.77
December	\$429.82	\$0.00	\$89,545.59
YTD Total	\$7,306.94	<b>\$0.0</b> 0	

2012	Amt Due	Amt Pd	Bal Due
January	\$429.82	\$0.00	\$89,975.41
February	\$429.82	\$0.00	\$90,405.23
March	\$429.82	\$0.00	\$90,835.05
April	\$429.82	\$0.00	\$91,264.87
May	\$429.82	\$0.00	\$91,694.69
June	\$429.82	\$0.00	\$92,124.51
July	\$429.82	\$0.00	\$92,554.33
August	\$429.82	\$0.00	\$92,984.15
September	\$429.82	\$0.00	\$93,413.97
October	\$429.82	\$0.00	\$93,843.79
November	\$429.82	\$0.00	\$94,273.61
December	\$429.82	\$0.00	\$94,703.43
YTD Total	\$5,157.84	\$0.00	

2013	Amt Due	Amt Pd	Bal Due
January	\$429.82	\$0.00	\$95,133.25
February	\$429.82	\$0.00	\$95,563.07
March	\$429.82	\$0.00	\$95,992.89
April	\$429.82	\$0.00	\$96,422.71

	2014	Amt Duc	Amt Pd	Bal Due
	January	\$ -	\$ -	\$96,852.53
	February	\$ -	\$ -	\$96,852.53
Į	March	\$ -	\$ -	\$96,852.53
	April	\$ -	\$ -	\$96,852.53

May	\$429.82	\$0.00	\$96,852.53
June	\$ -	\$ -	\$96,852.53
July	\$ -	\$ -	\$96,852.53
August	\$ -	\$ -	\$96,852.53
September	\$ -	\$ -	\$96,852.53
October	\$ -	\$ -	\$96,852.53
November	\$ -	\$ -	\$96,852.53
December	\$ -	\$ -	\$96,852.53
YTD	\$2,149.10	\$0.00	100
Total	Ψ2,147.10	Ψυ.υυ	

May	\$ -	\$ -	\$96,852.53
June	\$ -	\$ -	\$96,852.53
July	\$ -	\$ -	\$96,852.53
August	\$ -	\$ -	\$96,852.53
September	\$ -	\$ -	\$96,852.53
October	\$ -	\$ -	\$96,852.53
November	\$ -	\$ -	\$96,852.53
December	\$ -	\$ -	\$96,852.53
YTD	<b>©</b> _	<b>©</b> _	
Total	Φ =	φ-	_

2015	Amt Due	Amt Pd	Bal Due
January	\$ -	\$ -	\$96,852.53
February	\$ -	\$ -	\$96,852.53
March	\$ -	\$ -	\$96,852.53
April	\$ -	\$ -	\$96,852.53
May	\$ -	\$ -	\$96,852.53
June	\$ -	\$ -	\$96,852.53
July	\$ -	\$ -	\$96,852.53
August	\$ -	\$ -	\$96,852.53
September	\$ -	\$ -	\$96,852.53
October	\$ -	\$ -	\$96,852.53
November	\$ -	\$ -	\$96,852.53
December	\$ -	\$ -	\$96,852.53
YTD Total	\$ -	S -	

2016	Amt Due	Amt Pd	Bal Due	
January	\$ -	\$ -	\$96,852.53	
February	\$ -	\$ -	\$96,852.53	
March	\$ -	\$ -	\$96,852.53	
April	\$ -	\$ -	\$96,852.53	
May	\$ -	\$ -	\$96,852.53	
June	\$ -	\$ -	\$96,852.53	
July	\$ -	\$ -	\$96,852.53	
August	\$ -	\$ -	\$96,852.53	
September	\$ -	\$ -	\$96,852.53	
October	\$ -	\$ -	\$96,852.53	
November	\$ -	\$ -	\$96,852.53	
December	\$ -	\$ -	\$96,852.53	
YTD Total	\$ -	\$ -		

3.

To date, the current total principle due is \$ 96,852.53, which does not include any applicable accrued interest.

4.

The information listed in this affidavit is true and correct to the best of my knowledge and belief. No facts or information has been withheld.

# [SIGNATURES ON FOLLOWING PAGE]

	$\cap$	
noch	flallallage)	
Dated this 20th day of	CHOPSE -	, 2016.

Cllm Cothlame Tambu Rosemary "Stormy" Rothkamm Hambrice

I, the undersigned notary public, do hereby certify that on this 25 day of the month of Ochor, 2016, personally appeared, Rosemary "Stormy" Rothkamm Hambrice, who, being by me first duly sworn and declared to me that she is Rosemary "Stormy" Rothkamm Hambrice and that she signed the forgoing document and that the statements therein contained are true, to the best of her knowledge and belief.

#### NO. C-981319

IN THE MATTER OF THE MARRIAGE OF

ROSEMARY ROTHKAMM HIGGINS AND GLEN CLAY HIGGINS

AND IN THE INTEREST OF HALE'. DAWN HIGGINS, GEORGE JOSEPH HIGGINS AND HEATHER DANIELLE HIGGINS, CHILDREN IN THE COUNTY COURT

AT LAW

ORANGE COUNTY, TE

#### FINAL DECREE OF DIVORCE

On May 24, 1999, the Court heard this case.

#### I. Appearances.

Petitloner, ROSEMARY ROTHKAMM HIGGINS, appeared in person and through attorney of record, Louis Dugas, and announced ready for trial.

Respondent, GLEN CLAY HIGGINS, although duly and properly cited, did not app. ar and wholly made default.

#### 2. Record.

8 30

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

#### 3. 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,

014

1

169 100

CERTIFIED COPY

EXHIBIT C

ACTION TO ATTEN THE ASSUMPT SANTALON ...

D

Petitioner had been a domiciliary of Texas for the preceding six (6) month period and a resident of the county in which this sult was filed for the preceding ninety (90) day period. All persons entitled to citation were properly cited.

F OF DISTRI

Jury.

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

5. Divorce.

IT IS ORDERED AND DECREED that ROSEMARY ROTHKAMM HIGGINS, Petitioner, and GLEN CLAY HIGGINS, Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability.

6. Children of the Marriage.

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

Name: HALEY DAWN HIGGINS

Sex: Female

Birthplace: Baton Rouge, Louisiana

Birth date: October 8, 1989 Home state: Louisiana

Name: GEORGE JOSEPH HIGGINS

Sex: Male

Birthplace: Baton Rouge, Louisiana

Birth date: June 5, 1992 Home state: Louisiana

Name: HEATHER DANIELLE HIGGINS

Sex: Female

0

Birthplace: Baton Rouge, Louisiana Birth date: September 23, 1994

Home state: Louisiana

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

015

>

#### 7. Conservatorship and Support.

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

OF DISTRICT CLERK

#### Parent Joint Managing Conservators.

IT IS ORDERED that ROSEMARY ROTHKAMM HIGGINS and GLEN CLAY
HIGGINS are appointed parent joint managing conservators of the following children: HALEY
DAWN HIGGINS, GEORGE JOSEPH HIGGINS and HEATHER DANIELLE HIGGINS.

#### Rights and Duties at All Times.

IT IS ORDERED that, at all times, ROSEMARY ROTHKAMM HIGGINS and GLEN CLAY HIGGINS, as parent joint managing conservators, shall each have the following rights and duty:

- the right to receive information from the other parent concerning the health,
   education, and welfare of the children;
- the duty to inform the other parent in a timely manner of significant information concerning the health, education, and welfare of the children;
- the right to confer with the other parent to the extent possible before making a decision concerning the health, education, and welfare of the children;
- 4. the right of access to medical, dental, psychological, and educational records of the children;
  - 5. the right to consult with a physician, dentist, or psychologist of the children;
- 6. the right to consult with school officials concerning the children's welfare and educational status, including school activities;

  016

169 102

0

C

7. the right to attend school activities;

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

Rights and Duties during Periods of Possession.

IT IS ORDERED that, during their respective periods of possession, ROSEMARY ROTHKAMM HIGGINS and GLEN CLAY HIGGINS, as parent joint managing conservators, shall each have the following rights and duties:

- I. the duty of care, control, protection, and reasonable discipline of the children;
- the duty to support the children, including providing the children with clothing, food, shelter, and medical and dental care not involving an invasive procedure;
- the right to consent for the children to medical and dental care not involving an invasive procedure;
- the right to consent for the children to medical, dental, and surgical treatment during an emergency involving immediate danger to the health and safety of the children; and
  - 5. the right to direct the moral and religious training of the children.

017

3

4



#### Other Rights and Duties of Petitioner.

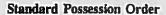
IT IS ORDERED that ROSEMARY ROTHKAMM HIGGINS, as a parent joint managing conservator, shall have the following rights and duty:

OF DISTRICT CLERK

- I. the right to establish the primary residence of the children;
- 2. the right to consent to medical, dental, and surgical treatment involving invesive procedures and to consent to psychiatric and psychological treatment of the children;
- 3. the right to receive and give receipt for periodic payments for the support of the children and to hold or disburse these funds for the benefit of the children;
- 4. the right to represent the children in legal action and to make other decisions of substantial legal significance concerning the children;
- 5. the right to consent to marriage and to enlistment in the armed forces of the United States:
  - 6. the right to make decisions concerning the children's education;
  - 7. the right to the services and earnings of the children;
- 8. except when a guardian of the children's estates or a guardian or attorney ad litem has been appointed for the children, the right to act as an agent of the children in relation to the children's estates if the children's action is required by a state, the United States, or a foreign government; and
- 9. the duty to manage the estates of the children to the extent the estates have been created by community property or the joint property of the parents.

018

5



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

#### (a) Definitions

- In this Standard Possession Order "school" means the primary or secondary school in which the child is enrolled or, if the child is not enrolled in a primary or secondary school, the public school district in which the child primarily resides.
- In this Standard Possession Order "child" includes each child, whether one or more, who is a subject of this suit while that child is under the age of 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 Standard Possession Order.

019

D

(2)

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

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

1. <u>Weekends</u> - On weekends, beginning at 6:00 p.m., on the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday.

DISTRICT

- 2. Weekend Possession Extended by a Holiday Except as otherwise explicitly provided in this Standard Possession Order, if a weekend period of possession by GLEN CLAY HIGGINS 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 6:00 p.m. on the Thursday immediately preceding the Friday holiday or school holiday or end at 6:00 p.m. on that Monday holiday or school holiday, as applicable.
- 3. Wednesdays On Wednesday of each week during the regular school term, beginning at 6:00 p.m. and ending at 8:00 p.m.
- 4. <u>Christmas Holidays in Even-Numbered Years</u> In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26.
- 5. <u>Christmas Holidays in Odd-Numbered Years</u> In odd-numbered years, beginning at noon on December 26 and ending at 6:00 p.m. on the day before the child's school resumes after that Christmas school vacation.
- 6. Thanksgiving in Odd-Numbered Years In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the Sunday following Thanksgiving.
- 7. Spring Break in Even-Numbered Years In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.



## 8. Extended Summer Possession by GLEN CLAY HIGGINS

With Written Notice by May 1 - If GLEN CLAY HIGGINS gives ROSEMARY ROTHKAMM HIGGINS written notice by May I of a year specifying an extended period or periods of summer possession for that year, GLEN CLAY HIGGINS 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 May 1 - If GLEN CLAY HIGGINS does not give ROSEMARY ROTHKAMM HIGGINS written notice by May 1 of a year specifying an extended period or periods of summer possession for that year, GLEN CLAY HIGGINS 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.

- 9. <u>Child's Birthday</u> If GLEN CLAY HIGGINS is not otherwise entitled under this Standard Possession Order to present possession of the child on the child's birthday, GLEN CLAY HIGGINS shall have possession of the child and the child's siblings beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that GLEN CLAY HIGGINS picks up the child from ROSEMARY ROTHKAMM HIGGINS' residence and returns the child to that same place.
- i0. <u>Father's Day Weekend</u> 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 he is not otherwise entitled under this Standard Possession Order to present possession of the child, he shall pick up the child from ROSEMARY ROTHKAMM HIGGINS' residence and return the child to that same place.

Notwithstanding the weekend and Wednesday periods of possession ORDERED for GLEN CLAY HIGGINS, it is explicitly ORDERED that ROSEMARY ROTHKAMM HIGGINS shall have a superior right of possession of the child as follows:

- 1. <u>Christmac Holidays in Odd-Numbered Years</u> In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26.
- 2. <u>Christmas Holidays in Even-Numbered Years</u> In even-numbered years, beginning at noon on December 26 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.

021

- 3. <u>Thanksgiving in Even-Numbered Years</u> In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the following Sunday.
- 4. <u>Spring Break in Odd-Numbered Years</u> In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.
- 5. Summer Weekend Possession by ROSEMARY ROTHKAMM HIGGINS If ROSEMARY ROTHKAMM HIGGINS gives GLEN CLAY HIGGINS written notice by June I of a year, ROSEMARY ROTHKAMM HIGGINS 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 GLEN CLAY HIGGINS in that year, provided that ROSEMARY ROTHKAMM HIGGINS picks up the child from GLEN CLAY HIGGINS and returns the child to that same place.
- 6. Extended Summer Possession by ROSEMARY ROTHKAMM HIGGINS If ROSEMARY ROTHKAMM HIGGINS gives GLEN CLAY HIGGINS written notice by May 15 of a year or gives GLEN CLAY HIGGINS fourteen days' written notice on or after May 16 of a year, ROSEMARY ROTHKAMM HIGGINS 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 GLEN CLAY HIGGINS shall not take place in that year, provided that the weekend so designated does not interfere with GLEN CLAY HIGGINS' period or periods of extended summer possession or with Father's Day Weekend.
- 7. Child's Birthday If ROSEMARY ROTHKAMM HIGGINS is not otherwise entitled under this Standard Possession Order to present possession of the child on the child's birthday, ROSEMARY ROTHKAMM HIGGINS shall have possession of the child and the child's siblings beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that ROSEMARY ROTHKAMM HIGGINS picks up the child from GLEN CLAY HIGGINS' residence and returns the child to that same place.
- 8. Mother's Day Weekend 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 ROSEMARY ROTHKAMM HIGGINS is not otherwise entitled under this Standard Possession Order to present possession of the child, she shall pick up the child from GLEN CLAY HIGGINS' residence and return the child to that same place.

022

D

(d)

DI CO

ROSEMARY ROTHKAMM HIGGINS shall have the right of possession of the child at all other times not specifically designated in this Standard Possession Order for GLEN CLAY HIGGINS.

- Parents Who Reside More Than 100 Miles Apart Except as otherwise explicitly provided in this Standard Possession Order, when GLEN CLAY HIGGINS resides more than 100 miles from the residence of the child, GLEN CLAY HIGGINS shall have the right to possession of the child as follows:
- 1. Weekends - Unless GLEN CLAY HIGGINS elects the alternative period of weekend possession described in the next paragraph, GLEN CLAY HIGGINS shall have the right to possession of the child on weekends, beginning at 6:00 p.m. on the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday. Except as otherwise explicitly provided in this Standard Possession Order, if such a weekend period of possession by GLEN CLAY HIGGINS 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 6:00 p.m. on the Thursday immediately preceding the Friday holiday or school holiday or end at 6:00 p.m. on that Monday holiday or school holiday, as applicable.

Alternate weekend possession - In lieu of the weekend possession described in the foregoing paragraph, GLEN CLAY HIGGINS shall have the right to possession of the child not more than one weekend per month of GLEN CLAY HIGGINS' choice beginning at 6:00 p.m. on the day school recesses for the weekend and ending at 6:00 p.m. on the day before school resumes after the weekend. Except as otherwise explicitly provided in this Standard Possession Order, if such a weekend period of possession by GLEN CLAY HIGGINS 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 6:00 p.m. on the Thursday immediately preceding the Friday holiday or school holiday or end at 6:00 p.m. on that Monday holiday or school holiday, as applicable. GLEN CLAY HIGGINS may elect an option for this alternative period of weekend possession by giving written notice to ROSEMARY ROTHKAMM HIGGINS within ninety days after the parties begin to reside more than 100 miles apart. If GLEN CLAY HIGGINS makes this election, GLEN CLAY HIGGINS

023

)

C

shall give ROSEMARY ROTHKAMM HIGGINS 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. <u>Christmas Holidays in Even-Numbered Years</u> In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26.
- 3. <u>Christmas Holidays in Odd-Numbered Years</u> In odd-numbered years, beginning at noon on December 26 and ending at 6:00 p.m. on the day before the child's school resumes after that Christmas school vacation.
- 4. Thanksgiving in Odd-Numbered Years In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the Sunday following Thanksgiving.
- 5. Spring Break in All Years Every year, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

### Extended Summer Possession by GLEN CLAY HIGGINS -

With Written Notice by May 1 - If GLEN CLAY HIGGINS gives ROSEMARY ROTHKAMM HIGGINS written notice by May I of a year specifying an extended period or periods of summer possession for that year, GLEN CLAY HIGGINS 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 May 1 - If GLEN CLAY HIGGINS does not give ROSEMARY ROTHKAMM HIGGINS written notice by May 1 of a year specifying an extended period or periods of summer possession for that year, GLEN CLAY HIGGINS 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.

7. <u>Child's Birthday</u> - If GLEN CLAY HIGGINS is not otherwise entitled under this Standard Possession Order to present possession of the child on the child's birthday, GLEN CLAY HIGGINS shall have possession of the child and the child's siblings beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that GLEN CLAY HIGGINS picks up the child from ROSEMARY ROTHKAMM HIGGINS' residence and returns the child to that same place.

024

C

8. Father's Day Weekend - 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 GLEN CLAY HIGGINS is not otherwise entitled under this Standard Possession Order to present possession of the child, he shall pick up the child from ROSEMARY ROTHKAMM HIGGINS' residence and return the child to that same place.

Notwithstanding the weekend periods of possession ORDERED for GLEN CLAY HIGGINS, it is explicitly ORDERED that ROSEMARY ROTHKAMM HIGGINS shall have a superior right of possession of the child as follows:

- I. <u>Christmas Holidays in Odd-Numbered Years</u> In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26.
- 2. <u>Christmas Holidays in Even-Numbered Years</u> In even-numbered years, beginning at noon on December 26 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.
- 3. Thanksgiving in Even-Numbered Years In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the following Sunday.
- 4. Summer Weekend Possession by ROSEMARY ROTHKAMM HIGGINS—If ROSEMARY ROTHKAMM HIGGINS gives GLEN CLAY HIGGINS written notice by June I of a year, ROSEMARY ROTHKAMM HIGGINS 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 GLEN CLAY HIGGINS during GLEN CLAY HIGGINS' extended summer possession in that year, provided that if a period of possession by GLEN CLAY HIGGINS in that year exceeds thiny days, ROSEMARY ROTHKAMM HIGGINS may have possession of the child under the terms of this provision on any two nonconsecutive weekends during that period and provided that ROSEMARY ROTHKAMM HIGGINS picks up the child from GLEN CLAY HIGGINS and returns the child to that same place.

025

OFFICE OF DISTRICT CLERK

5. Extended Summer Possession by ROSEMARY ROTHKAMM HIGGINS If ROSEMARY ROTHKAMM HIGGINS gives GLEN CLAY HIGGINS written notice by June I of a year, ROSEMARY ROTHKAMM HIGGINS 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 GLEN CLAY HIGGINS shall not have possession of the child, provided that the period or periods so designated do not interfere with GLEN CLAY HIGGINS' period or periods of extended summer possession or with Father's Day Weekend.

- 6. Child's Birthday If ROSEMARY ROTHKAMM HIGGINS is not otherwise entitled under this Standard Possession Order to present possession of the child on the child's birthday, ROSEMARY ROTHKAMM HIGGINS shall have possession of the child and the child's siblings beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that ROSEMARY ROTHKAMM HIGGINS picks up the child from GLEN CLAY HIGGINS' residence and returns the child to that same place.
- 7. Mother's Day Weekend 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 ROSEMARY ROTHKAMM HIGGINS is not otherwise entitled under this Standard Possession Order to present possession of the child, she shall pick up the child from GLEN CLAY HIGGINS' residence and return the child to that same place.

ROSEMARY ROTHKAMM HIGGINS shall have the right of possession of the child at all other times not specifically designated in this Standard Possession Order for GLEN CLAY HIGGINS.

(e) General Terms and Conditions

C

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

1. <u>Surrender of Child by ROSEMARY ROTHKAMM HIGGINS</u> - ROSEMARY ROTHKAMM HIGGINS is ORDERED to surrender the child to GLEN CLAY HIGGINS at the beginning of each period of GLEN CLAY HIGGINS' possession at the residence of ROSEMARY ROTHKAMM HIGGINS.

the state for the second of th

2. Surrender of Child by GLEN CLAY HIGGINS - GLEN CLAY HIGGINS is ORDERED to surrender the child to ROSEMARY ROTHKAMM HIGGINS at the residence of GLEN CLAY HIGGINS at the end of each period of possession.

- 3. <u>Surrender of Child by GLEN CLAY HIGGINS</u> GLEN CLAY HIGGINS is ORDERED to surrender the child to ROSEMARY ROTHKAMM HIGGINS, if the child is in GLEN CLAY HIGGINS' possession or subject to GLEN CLAY HIGGINS' control, at the beginning of each period of ROSEMARY ROTHKAMM HIGGINS' exclusive periods of possession, at the place designated in this Standard Possession Order.
- 4. Return of Child by ROSEMARY ROTHKAMM HIGGINS ROSEMARY ROTHKAMM HIGGINS is ORDERED to return the child to GLEN CLAY HIGGINS, if GLEN CLAY HIGGINS is entitled to possession of the child, at the end of each of ROSEMARY ROTHKAMM HIGGINS' exclusive periods of possession, at the place designated in this Standard Possession Order.
- 5. <u>Personal Effects</u> Each conservator is ORDERED to return with the child the personal effects that the child brought at the beginning of the period of possession.
- 6. <u>Designation of Competent Adult</u> 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. <u>Inability to Exercise Possession</u> 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. <u>Written Notice</u> Written notice shall be deemed to have been timely made if received or postmarked before or at the time that notice is due.

This concludes the Standard Possession Order.

#### Duration.

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

027

DFFICE OF DISTRICT CLERK

#### Child Support.

IT IS ORDERED that GLEN CLAY HIGGINS is obligated to pay and shall pay to ROSEMARY ROTHKAMM HIGGINS child support of \$1,289.46 per month, with the first payment being due and payable on June 1, 1999, and a like payment being due and payable on the 1st day of each month thereafter until the first month following the date of the earliest occurrence of one of the events specified below:

- any child reaches the age of eighteen (18) years, provided that, if the child is fully enrolled in an accredited secondary school in a program leading toward a high school diploma, the periodic child-support payments shall continue to be due and paid until the end of the month in which the child graduates;
  - 2. any child marries;
  - any child dies;

C

(

- 4. any child's disabilities are otherwise removed for general purposes; or
- 5. further order modifying this child support.

Thereafter, GLEN CLAY HIGGINS is ORDERED to pay to ROSEMARY ROTHKAMM HIGGINS child support of \$859.64 per month, due and payable on the 1st day of the first month immediately following the date of the earliest occurrence of one of the events specified in items 1. through 4. above and a like sum of \$859.64 due and payable on the 1st day of each month thereafter until the next occurrence of one of the events specified above.

Thereafter, GLEN CLAY HIGGINS is ORDERED to pay to ROSEMARY ROTHKAMM

HIGGINS child support of \$429.82 per month, due and payable on the 1st day of the first month

immediately following the date of the earliest occurrence of one of the events specified in items, 28

The Chair of trail

1. Thekin Marrier, Statefast Charb of Grauge Sweety, Trans, do brisby sersily that the forageing is a tent and noticest sateralized may of the original traces on in appeared in the utilize of the distinct Circle.

Madic specials having been defectfuled usely the personal separately of Sweets Sweets and Sweets Annagement (efficies of Sweets Sweets) forage Commiss, forage, its utilized superiors with local Engineers (the Sweets Sweets) and the second of Sweets Sw

1. through 4. above and a like sum of \$429.82 due and payable on the 1st day of each month thereafter until the next occurrence of one of the events specified above.

C

#### Withholding from Earnings.

IT IS ORDERED that any employer of GLEN CLAY HIGGINS shall be ordered to withhold from earnings for child support from the disposable earnings of GLEN CLAY HIGGINS for the support of HALEY DAWN HIGGINS, GEORGE JOSEPH HIGGINS and HEATHER DANIELLE HIGGINS.

IT IS ORDERED that all payments shall be made through the Orange County Child Support Office and then remitted by that agency to ROSEMARY ROTHKAMM HIGGINS for the support of the children. IT IS FURTHER ORDERED that GLEN CLAY HIGGINS shall pay, when due, all fees charged by that agency.

IT IS FIJRTHER ORDERED that GLEN CLAY HIGGINS shall notify this Court and ROSEMARY ROTHKAMM HIGGINS 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 GLEN CLAY HIGGINS and the name and address of obligor's current employer, whenever that information becomes available.

IT IS ORDERED that, on the request of a prosecuting attorney, the attorney general, the friend of the Court, ROSEMARY ROTHKAMM HIGGINS, or GLEN CLAY HIGGINS, the clerk of this Court shall cause a certified copy of the "Employer's Order to Withhold from Earnings for Child Support" to be delivered to any employer. IT IS FURTHER ORDERED that

ms behave or villate #

1. This charge is a final at the control of the control o

the clerk of this Court shall attach a copy of subchapter C of chapter 158 of the Texas Family Code for the information of any employer.

#### Health Care.

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

- GLEN CLAY HIGGINS' Responsibility It is the intent and purpose of this decree
  that GLEN CLAY HIGGINS shall, at all times, provide medical support for the children. IT IS
  THEREFORE ORDERED that, as additional child support, GLEN CLAY HIGGINS shall provide
  medical support for the parties' children, for as long as child support is payable under the terms
  of this decree, as set out herein.
- 2. Definition "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.
- Association, or Other Organization The Court finds that the children are currently enrolled as beneficiaries of a health insurance plan provided through GLEN CLAY HIGGINS' employment or membership in a union, trade association, or other organization. IT IS ORDERED that GLEN CLAY HIGGINS shall at his sole cost and expense, keep and maintain at all times in full force and effect the health insurance coverage that insures the parties' children through GLEN CLAY HIGGINS' employer, union, trade association, or other organization as issued by GLEN CLAY HIGGINS' employer, union, trade association, or other organization, trade association, or

030

3

C

C

C

The states of that a states of the control of the c

other organization. If his employer, union, trade association, or other organization subsequently changes health insurance benefits or carriers, GLEN CLAY HIGGINS is ORDERED to obtain and maintain coverage for the benefit of the children on 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.

(.

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 children is leaving that employment, union, trade association, or other organization or for any other reason health insurance will not be available for the children through the employment or membership in a union, trade association, or other organization of either party, 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 children 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 ROSEMARY ROTHKAMM HIGGINS' employment or membership in a union, trade association, or other organization, GLEN CLAY HIGGINS shall reimburse ROSEMARY ROTHKAMM HIGGINS for the cost of the converted policy as follows: GLEN CLAY HIGGINS is ORDERED to pay to ROSEMARY ROTHKA' 1M HIGGINS at her last known address the cost of insuring the children under the converted policy, on the first day of each month after GLEN CLAY HIGGINS receives written notice of the premium from ROSEMARY ROTHKAMM HIGGINS for payment. Accompanying the first such written notification and any subsequent notifications informing of a change in the premium amount, ROSEMARY ROTHKAMM HIGGINS is ORDERED to

1. The has begand to the control of the control of

OFFICE OF DISTRICT CLERK

provide GLEN CLAY HIGGINS with documentation from the carrier of the cost to ROSEMARY ROTHKAMM HIGGINS of providing coverage for the children.

- 5. If Policy Not Convertible If the health insurance policy covering the children is not convertible and if no health insurance is available for the children through the employment or membership in a union, trade association, or other organization of either party, IT IS ORDERED that GLEN CLAY HIGGINS shall purchase and maintain, at his sole cost and expense, health insurance coverage for the children. GLEN CLAY HIGGINS is ORDERED to provide verification of the purchase of the insurance to ROSEMARY ROTHKAMM HIGGINS at ROSEMARY ROTHKAMM HIGGINS' last known address, including the insurance certificate number and the plan summary, no later than seven (7) 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 children 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 children.

The party who is carrying the health insurance policy covering the children is ORDERED to submit all forms required by the insurance company for payment or reimbursement of health-care expenses incurred by either party on behalf of the children to the insurance carrier within ten (10) days of that party's receiving any form, receipt, bill, or statement reflecting the expenses.

032

C

L. Makin Majoriy. Ministed Giart of Grange County. These, do hearty socially shall the foregoing in a time and current necessitions copy of the original receipt on ill appeared in the office of the Matter County of the Majorie County of the original receipt on the original receipt of the original foregoing of the original county of the original county of the original county of the original original of the original original

DFFICE OF DISTRICT CLERK

1

\_\_\_\_

7. Constructive Trust for Payments Received - IT IS ORDERED that any insurance payments received by the party carrying the health insurance policy covering the children from the health insurance carrier as reimbursement for health-care expenses incurred by or on behalf of the children shall belong to the party who incurred and paid those expenses. IT IS FURTHER ORDERED that the party carrying the policy 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, 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 children may, at that party's option, file directly with the insurance carrier with whom coverage is provided for the benefit of the children any claims for health-care expenses, including, but not limited to, medical, hospitalization, and dental costs.
- 9. Secondary Coverage IT IS ORDERED that nothing in this decree shall prevent either party from providing secondary health insurance coverage for the children at that party's sole cost and expense. IT IS FURTHER ORDERED that if a party provides secondary health insurance coverage for the children, both parties shall cooperate fully with regard to the handling and filing of claims with the insurance carrier providing the coverage in order to maximize the benefits available to the children and to ensure that the party who pays for health-care expenses for the children is reimbursed for the payment from both carriers to the fullest extent possible.

033

C

(

to Printe Barrier De this climb of Propensional Laborato Barrier applies the absolute to Barrier Gerte.

(

to provide horize form allegatified under the postenci supervision of denals become could disappeared Afficies of Kongo touche, Tricks, to cities attributes with deritor, Chapter 12th tool culture adopted waters that Superior.

gente der bereiter bereiter bei ber bereite.

OFFICE OF DISTRICT CLERK

to conform to all requirements imposed by the terms and conditions of the policy of health insurance covering the children 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. Disalkowance 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 due to the failure of a party to follow procedures or requirements of the carrier, that party shall be wholly responsible for the increased portion of that bill.

11. Payment of Uninsured Expenses - IT IS ORDERED that the party who pays for a health-care expense on behalf of the children 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 children. IT IS FURTHER ORDERED that, within ten (10) 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.

34

- 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 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 local domestic relations office 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 children; 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 children 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.

i. Pinkle Scharly. Mineries Hark of Groupe Genety. Tonce, do berely cretify that the descapting is a time and worked neighbor post the original tened as it general in the efficie to the Ministe Continue.

\*\*Delivery Continues and the Continues an

IT IS FURTHER ORDERED that a party providing health insurance shall provide to the other party and the local domestic relations office 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.

OF DISTRICT CLERK

- 15. Order to Employer Entered On this date an "Employer's Order to Withhold from Earnings for Child Support" and a "Medical Child-Support Order" were entered by the Court. For the purpose of section 1169 of title 29 of the United States Code, the party not carrying the health insurance policy is designated the custodial parent and alternate recipient's representative.
- 16. Termination or Lapse of Insurance If the health insurance coverage for the children 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 to GLEN CLAY HIGGINS for the children, GLEN CLAY HIGGINS must notify ROSEMARY ROTHKAMM HIGGINS and the local domestic relations office no later than the fifteenth day after the date the insurance becomes available. GLEN CLAY HIGGINS must enroll the children in a health insurance plan at the next available enrollment period.
- 17. 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.

036

>

i. Youks descrip, notices Clerk of Grego Group, Trues, to nearly specially that the investment is the manufactured copy of the original second as it appeared to the office of the original second as it appeared to the office of the original second as it appeared to the office of the original second as it appeared to the office of the original second as it appeared to the original second second parameters of the original second second parameters of the original second parameters

18. WARNING - A PARENT ORDERED TO PROVIDE HEALTH INSURANCE WHO FAILS TO DO SO IS LIABLE FOR NECESSARY MEDICAL EXPENSES OF THE CHILDREN, WITHOUT REGARD TO WHETHER THE EXPENSES WOULD HAVE BEEN PAID IF HEALTH INSURANCE HAD BEEN PROVIDED.

### 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 GLEN CLAY HIGGINS to ROSEMARY ROTHKAMM HIGGINS or any expenditures incurred by GLEN CLAY HIGGINS during GLEN CLAY HIGGINS' periods of possession of or access to the children, 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 GLEN CLAY HIGGINS and shall not terminate on the death of GLEN CLAY HIGGINS. Payments received for the benefit of the children from the Social Security Administration, Department of Veterans Affairs, other government agency, or life insurance shall be a credit against this obligation.

#### Medical Notification.

C

(

Each party is ORDERED to inform the other party within twenty-four (24) hours of any medical condition of the parties' children requiring surgical intervention, hospitalization, or both.

037

)

06/22/16 14:00:22 Orange Cty DC Scanned By Sylvia

OFFICE OF DISTRICT CLERK

#### Information Regarding Parties and Children

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

#### is as follows:

Name: ROSEMARY ROTHKAMM HIGGINS

Social Security number: 438-49-2518

Driver's license number: 15200336 Issuing state: Texas

Mailing address: 8005 Seven Oaks, Baton Rouge, Louisiana 70806

Name of employer: Legal Staffing Services Address of employment: Houston, Texas

Name: GLEN CLAY HIGGINS Social Security number: 434-35-7844

Driver's license number: 3242787 Issuing state: LA Current residence address: 157 Silvia, Moss Bluff, Louisiana

Mailing address: 157 Silvia, Moss Bluff, Louisiana

Home telephone number: Unknown

Name of employer: J.P. Thibodeaux Mitsubishi

Address of employment: 1600 Siebarth, Lake Charles, Louisiana 70616

Work telephone number: I-888-884-9800

Name: HALEY DAWN HIGGINS Social Security number: 436-77-5411

Driver's license number: None

Mailing address: 8005 Seven Oaks, Baton Rouge, Louisiana 70806

Name of employer: None

Name: GEORGE JOSEPH HIGGINS Social Security number: 433-85-8103 Driver's license number: None

Mailing address: 8005 Seven Oaks, Baton Rouge, Louisiana 70806

Name of employer: None

Name: HEATHER DANIELLE HIGGINS Social Security number: 438-02-3303

Driver's license number: None

Mailing address: 8005 Seven 6 kg, Baton Rouge, Louisiana 70806

Name of employer: None

038

ð



Carpet Andrews 100 2 2 4 -04

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.

OFFICE OF DISTRICT CLERK

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,

639

D

CERTIFIED COPY

06/22/16 14:00:26 Orange Cty DC Scanned By Sylvia

1

L. could the I properly elective the new 11970.

A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

OFFICE OF DISTRICT CLERK

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 the Court or by registered or certified mail addressed to the clerk. Notice to the state case registry shall be given according to procedures for notification published by the title IV-D agency under section 105.006(g) and chapter 234 of the Texas Family Code.

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

Burn Sparie

OFFICE OF DISTRICT CLERK

t, entitle the Language suretime the sine region.

8. Division of Marital Estate.

The Court finds that no community property other than personal effects has been accumulated by the parties.

IT IS ORDERED AND DECREED that the personal effects of the parties are awarded to the party having possession.

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 children, each party shall be responsible for his or her own attorney's fees incurred as a result of legal representation in this case.

Liability for Federal Income Taxes for Prior Year.

IT IS ORDERED AND DECREED that ROSEMARY ROTHKAMM HIGGINS and GLEN CLAY HIGGINS shall be equally responsible for all federal income tax liabilities of the parties from the date of marriage through December 31, 1998, 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

041

06/22/16 14:00:29 Orange Cty DC Scanned By Sylvia

The financial design and harves from the court of principle against the court of th

OFFICE OF DISTRICT CLERK

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 Year of Divorce.

IT IS ORDERED AND DECREED that, for the calendar year 1999, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

IT IS ORDERED AND DECREED that for calendar year 1999, 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 1999 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 I, 2000. As requested information becomes available after that date, it shall be provided within ten (10) days of receipt.

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 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.

Courte Commentin attentient the gene tangen.

5-25-1999 1:3924

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

10. Quibling Orders.

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

11. Relief Nor Granted.

IT IS ORDERED AND DECREED that all relief requested in this case and not express-,

12. Date of Indement.

This divorce judicially PRONOUNCED AND RENDERED in court at Orange, Orange County, Texas, on May 24, 1999, and further noted on the Court's docket sheet on the same date.

APPROVED AS TO FORM ONLY:

Plant of the Part of the Part office seed ob seed visit 1980 bas bellt of vomes end

ealito to enviend's ben less latelle verse

2017.3 04 100

LOUIS DUGAS Attorney for Patitioner State Bur No. 06173000

AFPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

Kormany Patikhammo

30

. 043

5

169 129

DO NOT CORV OR ALTER THIS discussed and the control of the