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NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA

NO. 401-54462-2016

IN THE INTEREST OF	တတတတတတ	IN THE DISTRICT COURT
TARA SHAKTI GROVER AND VIVEK ARJUN GROVER		401ST JUDICIAL DISTRICT
CHILDREN		COLLIN COUNTY, TEXAS
AGREED ORDER IN SUIT TO MO	DIF	Y PARENT-CHILD RELATIONSHIP
On $8/30$, 2017, the Court was	pres	ented with this Final Order in Suit to Modify
		Partial Mediated Settlement Agreements of the
parties.		
Appearances		
Petitioner, Emily Williams, appeared announced ready.	thro	ough attorney of record, Mark A. Nacol, and
Respondent, Vineet Grover, appeared th announced ready.	roug	gh his attorney of record, Desaray R. Muma, and
The parties have agreed to the terms of t	his c	order as evidenced by the signatures below.
The parties have attended mediation regon Final Orders with mediator, Melanie Grimes as set out in Exhibits A and B attached hereto.	ardi , cu	ing the temporary orders and partial agreements lminating in the agreement to enter Final Orders
Jurisdiction		
The Court, after examining the record at thas jurisdiction of this case and of all the part urisdiction of this case.	nd tl ies a	he evidence and argument of counsel, finds that and that no other court has continuing, exclusive
Jury		
A jury was waived, and all questions of f	act a	and of law were submitted to the Court.

Agreed Order in Suit to Modify Parent-Child Relationship – Page 1

Record

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

Children

The Court finds that the following children are the subject of this suit:

Name: Tara Shakti Grover

Sex: Female

Birth date: 07/27/2012 County of Residence: Collin

Name: Vivek Arjun Grover

Sex: Male

Birth date:

07/27/2012 County of Residence: Collin

Findings

The Court finds that the material allegations in the petition to modify are true and that the requested modification is in the best interest of the children. IT IS ORDERED that the requested modification is GRANTED.

Parenting Plan

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

Passports

IT IS ORDERED that Vineet Grover shall not apply on behalf of the children for a new or replacement passport or international travel Visa.

IT IS FURTHER ORDERED that Emily Williams shall have the right to maintain possession of any passports of the children, Tara Shakti Grover and Vivek Arjun Grover. IT IS FURTHER ORDERED that neither parent shall remove the children from Texas or the United States absent advance mutual written agreement of the parties.

IT IS ORDERED that if a parent's consent is required for the issuance of a passport, that parent shall provide that consent in writing no later than ten days after receipt of the consent documents, unless the parent has good cause for withholding that consent.

Either parent is ORDERED to deliver or cause to be delivered to the other parent the original, valid passports of Tara Shakti Grover and Vivek Arjun Grover, within ten days of their receipt of the other parent's notice of intent to have the children travel outside the United States during a period of possession of the other parent.

IT IS ORDERED that if a conservator intends to have the child travel outside the United States during the conservator's period of possession of the child, the conservator shall provide written notice to the other conservator. IT IS ORDERED that this written notice shall include all the following:

- 1. any written consent form for travel outside the United States that is required by the country of destination, countries through which travel will occur, or the intended carriers;
 - 2. the date, time, and location of the child's departure from the United States;
- 3. a reasonable description of means of transportation, including, if applicable, all names of carriers, flight numbers, and scheduled departure and arrival times;
- 4. a reasonable description of each destination of the intended travel, including the name, address, and phone number of each interim destination and the final travel location;
 - 5. the dates the child is scheduled to arrive and depart at each such destination;
 - 6. the date, time, and location of the child's return to the United States;
- 7. a complete statement of each portion of the intended travel during which the conservator providing the written notice will not accompany the child; and
- 8. the name, permanent and mailing addresses, and work and home telephone numbers of each person accompanying the child on the intended travel other than the conservator providing the written notice.

The written notice may be in the form attached to this order as Exhibit C, Notice of Intent for Children to Travel Outside the United States.

If the intended travel is a group trip, such as with a school or other organization, the conservator providing the written notice is **ORDERED** to provide with the written notice all information about the group trip and its sponsor instead of stating the name, permanent and mailing addresses, and work and home telephone numbers of each person accompanying the child.

IT IS FURTHER ORDERED that this written notice shall be furnished to the other conservator no less than twenty-one days before the intended day of departure of the child from the United States.

Emily Williams and Vineet Grover are each ORDERED to properly execute the written consent form to travel abroad and any other form required for the travel by the United States Department of State, passport authorities, foreign nations, travel organizers, school officials, or public carriers; when applicable, to have the forms duly notarized; and, within ten days of that conservator's receipt of each consent form, to deliver the form to the conservator providing the written notice.

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

Conservatorship

IT IS ORDERED that Emily Williams and Vineet Grover are appointed Joint Managing Conservators of the following children: Tara Shakti Grover and Vivek Arjun Grover.

IT IS ORDERED that, at all times, Emily Williams, as a parent joint managing conservator, shall have the following rights:

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

IT IS ORDERED that, at all times, Vineet Grover, as a parent joint managing conservator, shall have the following rights:

- 1. the right to receive information from any other conservator of the children concerning the health, education, and welfare of the children;
 - 2. the right to confer with the other parent to the extent possible before planning

concerning the health, education, and welfare of the children;

- 3. the right of access to medical, dental, psychological, and educational records of the children;
 - 4. the right to consult with a physician, dentist, or psychologist of the children:
- 5. the right to consult with school officials concerning the children's welfare and educational status, including school activities;
 - 6. the right to attend school activities;
- 7. the right to be designated on the children's records as a person to be notified in case of an emergency;
- 8. the right to consent to medical, dental, and surgical treatment during an emergency involving an immediate danger to the health and safety of the children; and
- 9. 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.
- IT IS ORDERED that, at all times, Emily Williams and Vineet Grover, as parent joint managing conservators, shall each have the following duties:
- 1. the duty to inform the other conservator of the children in a timely manner of significant information concerning the health, education, and welfare of the children;
- 2. the duty to inform the other conservator of the children if the conservator resides with for at least thirty days, marries, or intends to marry a person who the conservator knows is registered as a sex offender under chapter 62 of the Texas Code of Criminal Procedure or is currently charged with an offense for which on conviction the person would be required to register under that chapter. IT IS ORDERED that notice of this information shall be provided to the other conservator of the children as soon as practicable, but not later than the fortieth day after the date the conservator of the children begins to reside with the person or on the tenth day after the date the marriage occurs, as appropriate. IT IS ORDERED that the notice must include a description of the offense that is the basis of the person's requirement to register as a sex offender or of the offense with which the person is charged. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE;
- 3. the duty to inform the other conservator of the children if the conservator establishes a residence with a person who the conservator knows is the subject of a final protective order sought by an individual other than the conservator that is in effect on the date the residence with the person is established. IT IS ORDERED that notice of this information shall be provided to the other conservator of the children as soon as practicable, but not later than the thirtieth day after the date the conservator establishes residence with the person who is the subject of the final protective

order. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE:

- 4. the duty to inform the other conservator of the children if the conservator resides with, or allows unsupervised access to a child by, a person who is the subject of a final protective order sought by the conservator after the expiration of sixty-day period following the date the final protective order is issued. IT IS ORDERED that notice of this information shall be provided to the other conservator of the children as soon as practicable, but not later than the ninetieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE; and
- 5. the duty to inform the other conservator of the children if the conservator is the subject of a final protective order issued after the date of the order establishing conservatorship. IT IS ORDERED that notice of this information shall be provided to the other conservator of the children as soon as practicable, but not later than the thirtieth day after the date the final protective order was issued. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

IT IS ORDERED that, during her periods of possession, Emily Williams, as parent joint managing conservator, shall have the following rights and duties:

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

IT IS ORDERED that, during his periods of possession, Vineet Grover, as parent joint managing conservator, shall have the following rights and duties:

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

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

- 1. the exclusive right to designate the primary residence of the children within Collin County and counties contiguous to Collin County as long as Emily Williams' residence is within 100 miles of 903 Enchanted Wood Drive, Arlington, TX 76005.
- 2. the right to consent to medical, dental, and surgical treatment involving invasive procedures after conferring with and subject to the agreement of Vineet Grover; further if the parents cannot agree, they shall follow the recommendations of the children's current pediatrician; the parties agree that Emily Williams shall select the children's pediatrician after conferring with Vineet Grover.
- 3. the right to consent to psychiatric treatment of the children, after conferring with Vineet Grover; further, Emily Williams agrees to sign any HIPAA release necessary for Vineet Grover to have full access to any psychiatric treatment for the children;
- 4. the right to consent to psychological treatment of the children, after conferring with and subject to the agreement of Vineet Grover;
- 5. 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;
- 6. the right, subject to the agreement of the other parent, to represent the children in legal action and to make other decisions of substantial legal significance concerning the children;
- 7. the right, subject to the agreement of the other parent, to consent to marriage and to enlistment in the armed forces of the United States;
- 8. the right to make decisions concerning the children's education; after conferring with the other parent;
- 9. except as provided by section 264.0111 of the Texas Family Code, the independent right to the services and earnings of the children;
- 10. except when a guardian of the children's estates or a guardian or attorney ad litem has been appointed for the children, the independent right, subject to the agreement of the other parent conservator, to act as an agent of the children in relation to the children's estates if the children's action is required by a state, the United States, or a foreign government to the extent the estates have been created by the estate of the respective parent or parent's family.

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

- 1. the right to consent to medical, dental, and surgical treatment involving invasive procedures after conferring with and subject to the agreement of Emily Williams; further if the parents cannot agree, they shall follow the recommendations of the children's current pediatrician; the parties agree that Emily Williams shall select the children's pediatrician after conferring with Vineet Grover;
- 2. the right to consent to psychological treatment of the children, after conferring with and subject to the agreement of Emily Williams.
- 3. the right, subject to the agreement of the other parent, to represent the children in legal action and to make other decisions of substantial legal significance concerning the children;
- 4. the right, subject to the agreement of the other parent, to consent to marriage and to enlistment in the armed forces of the United States;
- 5. except as provided by section 264.0111 of the Texas Family Code, the independent to the services and earnings of the children;
- 6. except when a guardian of the children's estates or a guardian or attorney ad litem has been appointed for the children, the independent 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 to the extent the estates have been created by the estate of the respective parent or parent's family.

The Court finds that, in accordance with section 153.001 of the Texas Family Code, it is the public policy of Texas to assure that children will have frequent and continuing contact with parents who have shown the ability to act in the best interest of the child, to provide a safe, stable, and nonviolent environment for the child, and to encourage parents to share in the rights and duties of raising their child after the parents have separated or dissolved their marriage. IT IS ORDERED that the primary residence of the children shall be within Collin County and counties contiguous to Collin County as long as Emily Williams' residence is within 100 miles of 903 Enchanted Wood Drive, Arlington, TX 76005, and the parties shall not remove the children from Collin County and contiguous counties for the purpose of changing the primary residence of the children until modified by further order of the court of continuing jurisdiction or by written agreement signed by the parties and filed with the court.

Possession and Access

 Modified Standard Possession Order, hereinafter referred to as "Standard Possession Order"

IT IS ORDERED that each conservator 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 date the Court signs this Standard Possession Order. IT IS, THEREFORE, ORDERED:

(a) Definitions

- 1. In this Standard Possession Order "school" means the elementary or secondary school in which the child is enrolled or, if the child is not enrolled in an elementary or secondary school, the public-school district in which the child primarily resides.
- 2. 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.

(c) Parents Who Reside 100 Miles or Less Apart

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

1. Weekends -

On the first and third weekend of each month during the year, beginning at 7:00 p.m. on Friday, and ending at 6:00 p.m. on the following Sunday.

On the fourth weekend during the regular school term, beginning on 7:00 p.m. on Friday, and ending at 2:00 p.m. on the following Saturday.

2. 5th Weekends --

Emily Williams shall have possession of the children all $5^{\rm th}$ weekends during the year.

3. Weekend Possession Extended by a Holiday -

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by Vineet Grover begins on a student holiday or a teacher in-service day that falls on a Friday during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday that falls on a Friday during the summer months when school is not in session, that weekend period of possession shall begin at 7:00 p.m. on the immediately preceding Thursday.

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

- 4. One-time Option of Emily Williams to make the Permanent Change of Vineet Grover's Possession Periods- Emily Williams shall have the one-time option to make the one-time permanent change of Vineet Grover's possession periods listed above upon a 30-day notice to Vineet Grover from Emily Williams to change Vineet Grover's weekend possession of the children to the second and fourth weekend of each month from 7:00 p.m. Friday until 6:00 p.m. the following Sunday. In the event of such change, Vineet Grover shall have possession of the children the first weekend of each month during the school year from 7:00 p.m. Friday until 2:00 p.m. the following Saturday and the Thursday immediately prior to the third Friday of each month from 6:00 p.m. to 8:00 p.m. Further with 24 hours' notice to Emily Williams, Vineet Grover may reduce such Thursday possession period from 7:00 p.m. to 8:00 p.m.; Vineet Grover shall be present at such Thursday evening possession periods.
- 5. Thursdays On Thursday immediately prior to the 2nd Friday of each month, beginning at 6:00 p.m. and ending at 8:00 p.m.; further, with 24 hours' notice to Emily Williams, Vineet Grover may reduce such possession period from 7:00 p.m. to 8:00 p.m.; Vineet Grover shall be present at such Thursday evening possession periods.
- 6. Spring Vacation in Odd-Numbered Years In odd-numbered years, beginning at 7:00 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.

7. Extended Summer Possession by Vineet Grover –

With Written Notice by April 1 - If Vineet Grover gives Emily Williams written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Vineet Grover 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 at 7:00 p.m. and end at 6:00 p.m. on each applicable day.

Without Written Notice by April 1 - If Vineet Grover does not give Emily Williams written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Vineet Grover shall have possession of the child for thirty consecutive days in that year beginning at 7:00 p.m. on July 1 and ending at 6:00 p.m. on July 31.

8. Children's Birthday Possession by Vineet Grover-

In even years, Vineet Grover shall have possession of the children from 7:00 p.m. on July 26 until 6:00 p.m. on July 27, and Emily Williams shall have possession of the children from 6:00 p.m. until 9:00 p.m. on July 27. If the children are not already in the possession, Vineet Grover shall pick up the children at Emily Williams' residence at the beginning of his birthday possession period at 7:00 p.m. on July 26. Emily Williams shall pick up the children at the beginning of her birthday possession period on July 27 at 6:00 p.m. at Vineet Grover's residence and will drop off the children at Vineet Grover's residence after her birthday possession, if Vineet Grover has possession of the children after 9:00 p.m. on July 27.

Notwithstanding the Thursday periods of possession during the regular school term and the weekend periods of possession ORDERED for Vineet Grover, it is expressly ORDERED that Emily Williams shall have a superior right of possession of the child as follows:

- 1. 5th Weekends -- Emily Williams shall have possession of the children all 5th weekends during the year.
- 2. Spring Vacation in Even-Numbered Years In even-numbered years, beginning at 7:00 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.
- 3. Summer Weekend Possession by Emily Williams If Emily Williams gives Vineet Grover written notice by April 15 of a year, Emily Williams 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 Vineet Grover in that year, provided that Emily Williams picks up the child from Vineet Grover and returns the child to that same place and that the weekend so designated does not interfere with Father's Day possession.
- 4. Extended Summer Possession by Emily Williams If Emily Williams gives Vineet Grover written notice by April 15 of a year or gives Vineet Grover fourteen days' written notice on or after April 16 of a year, Emily Williams 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 Vineet Grover shall not take place in that year, provided that the weekend so designated does not interfere with Vineet Grover's period or periods of extended summer possession or with Father's Day possession.

5. Children's Birthday Possession by Emily Williams-

In odd years, Emily Williams shall have possession of the children from 7:00 p.m. on July 26 until 6:00 p.m. on July 27, and Vineet Grover shall have possession of the children from 6:00 p.m. until 9:00 p.m. on July 27. If the children are not already in her possession, Emily Williams shall pick up the children at Vineet Grover's residence at the beginning of her birthday possession period at 7:00 p.m. on July 26. Vineet Grover shall pick up the children at the beginning of his birthday possession period on July 27 at 6:00 p.m. at Emily Williams' residence and will drop off the children at Emily Williams' residence after his birthday possession, if Emily Williams has possession of the children after 9:00 p.m. on July 27.

In addition, Emily Williams shall have possession of the children the weekend prior to the children's July 27 birthday from 7:00 p.m. Friday to 6:00 p.m. the following Sunday.

6. Children's Birthday Possession by Vineet Grover-

In even years, Vineet Grover shall have possession of the children from 7:00 p.m. on July 26 until 6:00 p.m. on July 27, and Emily Williams shall have possession of the children from 6:00 p.m. until 9:00 p.m. on July 27. If the children are not already in the possession, Vineet Grover shall pick up the children at Emily Williams' residence at the beginning of his birthday possession period at 7:00 p.m. on July 26. Emily Williams shall pick up the children at the beginning of her birthday possession period on July 27 at 6:00 p.m. at Vineet Grover's residence and will drop off the children at Vineet Grover's residence after her birthday possession, if Vineet Grover has possession of the children after 9:00 p.m. on July 27.

(d) Parents Who Reside More Than 100 Miles Apart

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

- 1. Weekends On weekends beginning at 7:00 p.m. on the first and third Friday of each month during the year, and ending at 6:00 p.m. on the following Sunday.
 - 2. Weekend Possession Extended by a Holiday -

Except as otherwise expressly provided in this Standard Possession Order, if

a weekend period of possession by Vineet Grover begins on a student holiday or a teacher in-service day that falls on a Friday during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday during the summer months when school is not in session, that weekend period of possession shall begin at 7:00 p.m. on the immediately preceding Thursday.

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

- 3. One-time Permanent Change of Vineet Grover's Possession Periods-Emily Williams reserves the right to make a one-time permanent change of Vineet Grover's possession periods above with a 30-day notice to Vineet Grover from Emily Williams to the second and fourth weekend of each month from 7:00 p.m. Friday until 6:00 p.m. the following Sunday.
- 4. Spring Vacation in All Years Every year, beginning at 7:00 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. Extended Summer Possession by Vineet Grover –

With Written Notice by April 1 - If Vineet Grover gives Emily Williams written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Vineet Grover 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 at 7:00 p.m. and end at 6:00 p.m. on each applicable day.

Without Written Notice by April 1 - If Vineet Grover does not give Emily Williams written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, Vineet Grover shall have possession of the child for forty-two consecutive days beginning at 7:00 p.m. on June 15 and ending at 6:00 p.m. on July 27 of that year.

Notwithstanding the weekend periods of possession ORDERED for Vineet Grover, it is expressly ORDERED that Emily Williams shall have a superior right of possession of the child as follows:

- 1. 5th Weekends -- Emily Williams shall have possession of the children all 5th weekends during the year.
- 2. Summer Weekend Possession by Emily Williams If Emily Williams gives Vineet Grover written notice by April 15 of a year, Emily Williams 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 Vineet Grover during Vineet Grover's extended summer possession in that year, provided that if a period of possession by Vineet Grover in that year exceeds thirty days, Emily Williams may have possession of the child under the terms of this provision on any two nonconsecutive weekends during that period and provided that Emily Williams picks up the child from Vineet Grover and returns the child to that same place and that the weekend so designated does not interfere with Father's Day possession. In addition, Emily Williams shall have possession of the children the weekend prior to the children's July 27 birthday from 7:00 p.m. Friday to 6:00 p.m. the following Sunday.
- 3. Extended Summer Possession by Emily Williams If Emily Williams gives Vineet Grover written notice by April 15 of a year, Emily Williams 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 Vineet Grover shall not have possession of the child, provided that the period or periods so designated do not interfere with Vineet Grover's period or periods of extended summer possession or with Father's Day possession. These periods of possession shall begin and end at 6:00 p.m. on each applicable day.

4. Children's Birthday Possession by Vineet Grover-

In even years, Vineet Grover shall have the option of possession of the children from 7:00 p.m. on July 26 until 6:00 p.m. on July 27, and Emily Williams shall have the option of possession of the children from 6:00 p.m. until 9:00 p.m. on July 27. If not already in the possession of the children, Vineet Grover shall pick up the children at Emily Williams' residence at the beginning of his birthday possession period. Emily Williams shall pick up the children at Vineet Grover's residence at the beginning of her birthday possession period and drop off the children at Vineet Grover's residence if Vineet Grover has possession of the children that evening.

5. Children's Birthday Possession by Emily Williams-

In odd years, Emily Williams shall have the option of possession of the children from 7:00 p.m. on July 26 until 6:00 p.m. on July 27, and Vineet Grover shall have the option of possession of the children from 6:00 p.m. until 9:00 p.m. on July 27. If not already in the possession of the children, Emily Williams shall pick up

the children at Vineet Grover's residence at the beginning of her birthday possession period. Vineet Grover shall pick up the children at Emily Williams' residence at the beginning of his birthday possession period and drop off the children at Emily Williams' residence if Emily Williams has possession of the children that evening.

(e) Holidays Unaffected by Distance

Notwithstanding the weekend and Thursday periods of possession of Vineet Grover, Emily Williams and Vineet Grover shall have the right to possession of the child as follows:

- 1. Christmas Holidays in Odd-Numbered Years In odd-numbered years, Vineet Grover shall have the right to possession of the child beginning at 7:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 28, and Emily Williams shall have the right to possession of the child beginning at noon on December 28 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.
- 2. Christmas Holidays in Even-Numbered Years In even-numbered years, Emily Williams shall have the right to possession of the child 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 28, and Vineet Grover shall have the right to possession of the child beginning at noon on December 28 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.
- 3. Thanksgiving in Even-Numbered Years In even-numbered years, Vineet Grover shall have the right to possession of the child beginning at 7:00 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.
- 4. Thanksgiving in Odd-Numbered Years In Odd-numbered years, Emily Williams shall have the right to possession of the child 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. Father's Day Vineet Grover shall have the right to possession of the child each year, beginning at 7:00 p.m. on the Friday preceding Father's Day and ending at 6:00 p.m. on Father's Day, provided that if Vineet Grover is not otherwise entitled under this Standard Possession Order to present possession of the child, he shall pick up the child from Emily Williams's residence and return the child to that same place.
- 6. Mother's Day Emily Williams shall have the right to possession of the child each year, beginning at 6:00 p.m. on the Friday preceding Mother's Day and ending at 6:00 p.m. on Mother's Day, provided that if Emily Williams is not otherwise entitled under this Standard Possession Order to present possession of the

child, she shall pick up the child from Vineet Grover's residence and return the child to that same place.

(f) Undesignated Periods of Possession

Emily Williams shall have the right of possession of the child at all other times not specifically designated in this Standard Possession Order for Vineet Grover.

(g) General Terms and Conditions

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

- 1. Surrender of Child by Emily Williams Emily Williams is ORDERED to surrender the child to Vineet Grover if the child is in Emily Williams' possession or subject to Emily Williams' control, at the beginning of each period of Vineet Grover's exclusive periods of possession, at the residence of Emily Williams unless specified otherwise above.
- 2. Surrender of Child by Vineet Grover Vineet Grover is ORDERED to surrender the child to Emily Williams, if the child is in Vineet Grover's possession or subject to Vineet Grover's control, at the beginning of each period of Emily Williams's exclusive periods of possession, at the residence of Emily Williams unless specified otherwise above.
- 3. Return of Child by Emily Williams Emily Williams is ORDERED to return the child to Vineet Grover, if Vineet Grover is entitled to possession of the child, at the end of each of Emily Williams's exclusive periods of possession, at the place designated in this Standard Possession Order.
- 4. Return of Child by Vineet Grover Vineet Grover is ORDERED to return the child to Emily Williams, if Emily Williams is entitled to possession of the child, at the end of each of Vineet Grover's exclusive periods of possession, at the place designated in this Standard Possession Order.
- 5. Personal Effects Each conservator is ORDERED to return with the child the personal effects that the child brought at the beginning of the period of possession.
- 6. Designation of Competent Adult Each conservator may designate any competent adult to pick up and return the child, as applicable. IT IS ORDERED that a conservator or a designated competent adult be present when the child is picked up or returned.

- 7. Inability to Exercise Possession Each conservator is ORDERED to give notice to the person in possession of the child on each occasion that the conservator will be unable to exercise that conservator's right of possession for any specified period.
- 8. Written Notice Written notice, including notice provided by electronic mail or facsimile, shall be deemed to have been timely made if received or, if applicable, postmarked before or at the time that notice is due. Each conservator is ORDERED to notify the other conservator of any change in the conservator's electronic mail address or facsimile number within twenty-four hours after the change.
- 9. Medical, Dental, Psychiatric or Psychological Appointments The parties are ORDERED to notify the other parent regarding the scheduling of medical, dental, psychiatric or psychological appointments for the children and the name and contact information of any new healthcare provider within 24 hours of setting an appointment and, if any such appointment is reset, the parties are ORDERED to notify the other parent as soon as possible regarding such change.
- 10. Extracurricular or School Sports Activity of Children Vineet Grover is ORDERED to take each child to at least one extracurricular or school sports activity during Vineet Grover's weekend possession periods. If one extracurricular or school sports event includes both children, then Vineet Grover is ORDERED to take each child to one additional extracurricular or school sports activity that same weekend. Vineet Grover shall deliver the children to each extracurricular or school sports activities in a timely manner.

This concludes the Standard Possession Order.

2. Duration

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

3. Noninterference with Possession

Except as expressly provided herein, IT IS ORDERED that neither conservator shall take possession of the child during the other conservator's period of possession unless there is a prior written agreement signed by both conservators or in case of an emergency.

4. <u>Termination of Orders</u>

The provisions of this order relating to conservatorship, possession, or access terminate on the marriage of Emily Williams and Vineet Grover unless a nonparent or agency has been appointed conservator of the child under chapter 153 of the Texas Family Code.

Child Support

IT IS ORDERED that Vineet Grover is obligated to pay and shall pay to Emily Williams child support of five hundred eleven dollars (\$511.00) per month beginning June 1, 2017 and a like payment being due and payable on the first day of each month thereafter until the first month following the date of the earliest occurrence of one of the events specified below:

- 1. any child reaches the age of eighteen years or graduates from high school, whichever occurs later, subject to the provisions for support beyond the age of eighteen years set out below;
 - 2. any child marries; cancelled
 - 3. any child dies;
- 4. any child enlists in the armed forces of the United States and begins active service as defined by section 101 of title 10 of the United States Code; or
 - 5. any child's disabilities are otherwise removed for general purposes.

Withholding from Earnings

IT IS ORDERED that any employer of Vineet Grover shall be ordered to withhold the child support payments ordered in this order from the disposable earnings of Vineet Grover for the support of Tara Shakti Grover and Vivek Arjun Grover.

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

On this date, the Court authorized the issuance of an Income Withholding for Support.

Payment

IT IS ORDERED that all payments shall be made through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791, and thereafter promptly remitted to Emily Williams for the support of the children.

IT IS ORDERED that each party shall pay, when due, all fees charged to that party by the state disbursement unit and any other agency statutorily authorized to charge a fee.

Change of Employment

IT IS FURTHER ORDERED that Vineet Grover shall notify this Court and Emily Williams 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 Vineet Grover and the name and address of his current employer, whenever that information becomes available.

Clerk's Duties

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

Medical Support/Health Care

- 1. The Court finds that Emily Williams incurred monthly health insurance premium costs for the minor children in the total amount of one thousand five hundred seventy dollars and 10/100 (\$1,570.10). The Court finds that there is a medical support arrearage in the amount of one thousand five hundred seventy dollars and 10/100 (\$1,570.10). The Court further finds that Vineet Grover shall pay Emily Williams for the medical support arrearage. IT IS THEREFORE ORDERED AND DECREED that Vineet Grover shall pay in addition to the Child Support ordered herein, additional Child Support in equal monthly payments of \$100.00 per month with the first payment being due and payable on June 1, 2017, and a like payment on the first of each month hereinafter until paid in full. All payments shall be made through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791, and thereafter promptly remitted to Emily Williams for the medical support of the children.
- 2. IT IS ORDERED that Emily Williams and Vineet Grover shall each provide medical support for each child as set out in this order as additional child support for as long as the Court may order Emily Williams and Vineet Grover to provide support for the child under sections 154.001 and 154.002 of the Texas Family Code. Beginning on the day Emily Williams and Vineet Grover's actual or potential obligation to support a child under sections 154.001 and 154.002 of the Family Code terminates, IT IS ORDERED that Emily Williams and Vineet Grover are discharged from the obligations set forth in this medical support order with respect to that child, except for any failure by a parent to fully comply with those obligations before that date. IT IS FURTHER ORDERED that the cash medical support payments ordered below are payable through the state disbursement unit and subject to the provisions for withholding from earnings provided above for other child support payments.

Definitions -

"Health Insurance" means insurance coverage that provides basic health-care services,

including usual physician services, office visits, hospitalization, and laboratory, X-ray, and emergency services, that may be provided through a health maintenance organization or other private or public organization, other than medical assistance under chapter 32 of the Texas Human Resources Code.

"Reasonable cost" means the total cost of health insurance coverage for all children for which Vineet Grover is responsible under a medical support order that does not exceed 9 percent of Vineet Grover's annual resources, as described by section 154.062(b) of the Texas Family Code.

"Reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of a child" include, without limitation, any copayments for office visits or prescription drugs, the yearly deductible, if any, and medical, surgical, prescription drug, mental health-care services, dental, eye care, ophthalmological, and orthodontic charges. These reasonable and necessary health-care expenses do not include expenses for travel to and from the health-care provider or for nonprescription medication.

"Furnish" means -

- a. to hand deliver the document by a person eighteen years of age or older either to the recipient or to a person who is eighteen years of age or older and permanently resides with the recipient;
- b. to deliver the document to the recipient by certified mail, return receipt requested, to the recipient's last known mailing or residence address.
- c. to deliver the document to the recipient at the recipient's last known mailing or residence address using any person or entity whose principal business is that of a courier or deliverer of papers or documents either within or outside the United States;
- d. to deliver the document to the recipient at the recipient's electronic mail address as follows:

Emily Williams:

emilywilliams2016@hotmail.com

Vineet Grover

vinniegrover@verizon.net

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

- e. to provide the document to the recipient by posting the document on the Internet Web site program, in accordance with the provisions set forth below in this order.
- 4. Findings on Health Insurance Availability Having considered the cost, accessibility, and quality of health insurance coverage available to the parties, the Court finds:

Health insurance is available or is in effect for the children through Emily Williams's employment or membership in a union, trade association, or other organization at a reasonable cost.

IT IS FURTHER FOUND that the following orders regarding health-care coverage are in the best interest of the children.

5. Provision of Health-Care Coverage -

As child support, Emily Williams is ORDERED to continue to maintain health insurance for each child who is the subject of this suit that covers basic health-care services, including usual physician services, office visits, hospitalization, laboratory, X-ray, and emergency services.

Emily Williams is ORDERED to maintain such health insurance in full force and effect on each child who is the subject of this suit as long as child support is payable for that child. Emily Williams is ORDERED to convert any group insurance to individual coverage or obtain other health insurance for each child within fifteen days of termination of her employment or other disqualification from the group insurance. Emily Williams is ORDERED to exercise any conversion options or acquisition of new health insurance in such a manner that the resulting insurance equals or exceeds that in effect immediately before the change.

Emily Williams is ORDERED to furnish Vineet Grover and the Office of the Attorney General Child Support Division a true and correct copy of the health insurance policy or certification and a schedule of benefits within 10 days of the signing of this order. Emily Williams is ORDERED to furnish Vineet Grover the insurance cards and any other forms necessary for use of the insurance within 10 days of the signing of this order. Emily Williams is ORDERED to provide, within three days of receipt by her, to Vineet Grover any insurance checks, other payments, or explanations of benefits relating to any medical expenses for the children that Vineet Grover paid or incurred.

Pursuant to section 1504.051 of the Texas Insurance Code, it is ORDERED that if Emily Williams is eligible for dependent health coverage but fails to apply to obtain coverage for the children, the insurer shall enroll the children on application of Vineet Grover or others as authorized by law.

Pursuant to section 154.182 of the Texas Family Code, Vineet Grover is ORDERED to pay Emily Williams cash medical support for reimbursement of health insurance premiums, as additional child support, of one hundred eighty-four dollars and 13/100 (\$184.13) per month, with the first installment being due and payable on June 1, 2017 and a like installment being due and payable on or before the first day of each month until the termination of current child support for all children under this order.

IT IS FURTHER ORDERED that the Income Withholding Order for Support authorized above in this order shall include the cash medical support payments ordered herein. However, in the event of any increase in the children's health insurance premiums, Vineet Grover is ORDERED to pay the increased amount directly to the state disbursement unit as specified below, with the first

installment being due and payable on the first day of the first month after Vineet Grover receives written notice of the increased amount. That written notice shall include documentation from the insurance carrier and/or Emily Williams's employer evidencing the actual cost of the children's health insurance coverage. In the event of any decrease in the children's health insurance premiums, Emily Williams IS ORDERED to notify Vineet Grover of the change within thirty days and thereafter reimburse Vineet Grover at Vineet Grover's last known address for each overpayment within five days of Emily Williams's receipt thereof.

IT IS FURTHER ORDERED that all cash medical support payments shall be made through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791, and thereafter promptly remitted to Emily Williams for the support of the children.

IT IS ORDERED that the cash medical support provisions of this order shall be an obligation of the estate of Vineet Grover and shall not terminate on his death.

Pursuant to section 154.183(c) of the Texas Family Code, the reasonable and necessary health-care expenses of the children that are not reimbursed by health insurance are allocated as follows: Emily Williams is ORDERED to pay 50 percent and Vineet Grover is ORDERED to pay 50 percent of the unreimbursed health-care expenses if, at the time the expenses are incurred, Emily Williams is providing health insurance as ordered.

The party who incurs a health-care expense on behalf of a child is ORDERED to furnish to the other party forms, receipts, bills, statements, and explanations of benefits reflecting the uninsured portion of the health-care expenses within thirty days after the incurring party receives them. The nonincurring party is ORDERED to pay the nonincurring party's percentage of the uninsured portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the incurring party for any advance payment exceeding the incurring party's percentage of the uninsured portion of the health-care expenses within thirty days after the nonincurring party receives the forms, receipts, bills, statements, and/or explanations of benefits. However, if the incurring party fails to submit to the other party forms, receipts, bills, statements, and explanations of benefits reflecting the uninsured portion of the health-care expenses within thirty days after the incurring party receives them, IT IS ORDERED that the nonincurring party shall pay the nonincurring party's percentage of the uninsured portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the incurring party for any advance payment exceeding the incurring party's percentage of the uninsured portion of the healthcare expenses within 120 days after the nonincurring party receives the forms, receipts, bills, statements, and/or explanations of benefits.

These provisions apply to all unreimbursed health-care expenses of a child who is the subject of this suit that are incurred while child support is payable for any child.

6. Secondary Coverage - IT IS ORDERED that if a party provides secondary health insurance coverage for the children, both parties shall cooperate fully regarding 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.

- 7. Compliance with Insurance Company Requirements Each party is ORDERED to conform to all requirements imposed by the terms and conditions of any policy of health insurance covering the children in order to assure the maximum reimbursement or direct payment by any insurance company of the incurred health-care expense, including but not limited to requirements for advance notice to any carrier, second opinions, and the like. Each party is ORDERED to use "preferred providers," or services within the health maintenance organization or preferred provider network, if applicable. Disallowance of the bill by a health insurance company shall not excuse the obligation of either party to make payment. Excepting emergency health-care expenses incurred on behalf of the children, if a party incurs health-care expenses for the children using "out-of-network" health-care providers or services, or fails to follow the health insurance company procedures or requirements, that party shall pay all such health-care expenses incurred absent (1) written agreement of the parties allocating such health-care expenses or (2) further order of the Court.
- 8. Claims Except as provided in this paragraph, the party who is not carrying the health insurance policy covering the children is ORDERED to furnish to the party carrying the policy, within fifteen days of receiving them, all forms, receipts, bills, and statements reflecting the health-care expenses the party not carrying the policy incurs on behalf of the children. In accordance with section 1204.251 and 1504.055(a) of the Texas Insurance Code, IT IS ORDERED that the party who is not carrying the health insurance policy covering the children, at that party's option, or others as authorized by law, may file any claims for health-care expenses directly with the insurance carrier with and from whom coverage is provided for the benefit of the children and receive payments directly from the insurance company. Further, for the sole purpose of section 1204.251 of the Texas Insurance Code, Vineet Grover is designated the managing conservator or possessory conservator 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 a child to the insurance carrier within fifteen days of that party's receiving any form, receipt, bill, or statement reflecting the expenses.

- 9. Constructive Trust for Payments Received IT IS ORDERED that any insurance payments received by a party from the health insurance carrier as reimbursement for health-care expenses incurred by or on behalf of a child shall belong to the party who paid those expenses. IT IS FURTHER ORDERED that the party receiving the insurance payments is designated a constructive trustee to receive any insurance checks or payments for health-care expenses paid by the other party, and the party carrying the policy shall endorse and forward the checks or payments, along with any explanation of benefits received, to the other party within three days of receiving them.
- 10. WARNING A PARENT ORDERED TO PROVIDE HEALTH INSURANCE OR TO PAY THE OTHER PARENT ADDITIONAL CHILD SUPPORT FOR THE COST OF HEALTH INSURANCE WHO FAILS TO DO SO IS LIABLE FOR NECESSARY MEDICAL EXPENSES OF THE CHILDREN, WITHOUT REGARD TO WHETHER THE EXPENSES WOULD HAVE BEEN PAID IF HEALTH INSURANCE HAD BEEN PROVIDED, AND FOR

THE COST OF HEALTH INSURANCE PREMIUMS OR CONTRIBUTIONS, IF ANY, PAID ON BEHALF OF THE CHILDREN.

11. Notice to Employer - On this date a Medical Support Notice was signed 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.

Miscellaneous Child Support Provisions

No Credit for Informal Payments

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

Support as Obligation of Estate

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

Termination of Orders on Marriage of Parties but Not on Death of Obligee

The provisions of this order relating to current child support terminate on the marriage of Vineet Grover to Emily Williams unless a nonparent or agency has been appointed conservator of the child under chapter 153 of the Texas Family Code. An obligation to pay child support under this order does not terminate on the death of Vineet Grover but continues as an obligation to Tara Shakti Grover and Vivek Arjun Grover.

Co-Parenting Counselor

IT IS ORDERED that within 21 days of the date of May 4, 2017, Emily Williams and Vineet Grover shall pick a co-parenting counselor. If the parties cannot agree on such counselor, then the Court shall appoint such counselor. The cost of such counselling shall be split 50/50 between the parties. The parties are ORDERED to attend a minimum of 12 sessions with such counselor unless the parties decide to change these terms in writing. Additional Orders Regarding the Children

Family Wizard

IT IS ORDERED that Emily Williams and Vineet Grover each shall, within ten days after this order is signed by the Court, obtain at his or her sole expense a subscription to the Family

Agreed Order in Suit to Modify Parent-Child Relationship - Page 24

Wizard program. IT IS FURTHER ORDERED that Emily Williams and Vineet Grover each shall maintain that subscription in full force and effect for as long as any child is under the age of eighteen years and not otherwise emancipated. The parties are ORDERED to utilize Our Family Wizard per the terms in Exhibit 1 attached to this Order.

IT IS ORDERED that Emily Williams and Vineet Grover shall each communicate through the Family Wizard program with regard to all communication regarding the children, except in the case of an emergency or other urgent matter.

Permanent Injunctions

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

IT IS ORDERED that Emily Williams and Vineet Grover are permanently enjoined from:

- 1. Disturbing the peace of either child or of the other parent;
- 2. Hiding or secreting either child from the other party;
- 3. Making disparaging remarks regarding either parry or their family members in the presence or with the hearing of either child;
- 4. Sleeping in the same bed with either child or both children.

IT IS FURTHER ORDERED that Vineet Grover is permanently enjoined from:

1. Withdrawing either child from enrollment in the school or day-care where the child is presently enrolled, excluding during Vineet Grover's summer possession period.

Required Notices

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

NOTICE OF THE CHANGE ON OR BEFORE THE FIFTH DAY AFTER THE DATE THAT THE PARTY KNOWS OF THE CHANGE.

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

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

Notice shall be given to the other party by delivering a copy of the notice to the party by registered or certified mail, return receipt requested. Notice shall be given to the Court by delivering a copy of the notice either in person to the clerk of this Court or by registered or certified mail addressed to the clerk at 2100 Bloom dale Rd, McKinney, TX 75071. Notice shall be given to the state case registry by mailing a copy of the notice to State Case Registry, Contract Services Section, MC046S, P.O. Box 12017, Austin, Texas 78711-2017.

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

THE COURT MAY MODIFY THIS ORDER THAT PROVIDES FOR THE SUPPORT OF A CHILD, IF:

- (1) THE CIRCUMSTANCES OF THE CHILD OR A PERSON AFFECTED BY THE ORDER HAVE MATERIALLY AND SUBSTANTIALLY CHANGED; OR
- (2) IT HAS BEEN THREE YEARS SINCE THE ORDER WAS RENDERED OR LAST MODIFIED AND THE MONTHLY AMOUNT OF THE CHILD SUPPORT AWARD UNDER THE ORDER DIFFERS BY EITHER 20 PERCENT OR \$100 FROM THE AMOUNT THAT WOULD BE AWARDED IN ACCORDANCE WITH THE CHILD SUPPORT GUIDELINES.

Warnings

WARNINGS TO PARTIES: FAILURE TO OBEY A COURT ORDER FOR CHILD SUPPORT OR FOR POSSESSION OF OR ACCESS TO A CHILD MAY RESULT IN FURTHER LITIGATION TO ENFORCE THE ORDER, INCLUDING CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

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

FAILURE OF A PARTY TO PAY CHILD SUPPORT DOES NOT JUSTIFY DENYING THAT PARTY COURT-ORDERED POSSESSION OF OR ACCESS TO A CHILD. REFUSAL BY A PARTY TO ALLOW POSSESSION OF OR ACCESS TO A CHILD DOES NOT JUSTIFY FAILURE TO PAY COURT-ORDERED CHILD SUPPORT TO THAT PARTY. NOTICE TO ANY PEACE OFFICER OF THE STATE OF TEXAS: YOU MAY USE REASONABLE EFFORTS TO ENFORCE THE TERMS OF CHILD CUSTODY SPECIFIED IN THIS ORDER. A PEACE OFFICER WHO RELIES ON THE TERMS OF A COURT ORDER AND THE OFFICER'S AGENCY ARE ENTITLED TO THE APPLICABLE IMMUNITY AGAINST ANY CLAIM, CIVIL OR OTHERWISE, REGARDING THE OFFICER'S GOOD FAITH ACTS PERFORMED IN THE SCOPE OF THE OFFICER'S DUTIES IN ENFORCING THE TERMS OF THE ORDER THAT RELATE TO CHILD CUSTODY. ANY PERSON WHO KNOWINGLY PRESENTS FOR ENFORCEMENT AN ORDER THAT IS INVALID OR NO LONGER IN EFFECT COMMITS AN OFFENSE THAT MAY BE PUNISHABLE BY CONFINEMENT IN JAIL FOR AS LONG AS TWO YEARS AND A FINE OF AS MUCH AS \$10,000.

Merger of Mediated Agreement

This order is stipulated to represent a merger of a temporary and partial mediated settlement agreement between the parties. To the extent there exist any differences between the temporary and partial mediated settlement agreement and this order, this order shall control in all instances.

Attorney's Fees and Costs

IT IS ORDERED that attorney's fees and costs are to be borne by the party who incurred them.

Discharge from Discovery Retention Requirement

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

Relief Not Granted

IT IS ORDERED that all relief requested in this case and not expressly granted is denied. All other terms of the prior orders not specifically modified in this order shall remain in full force and effect. In the event of a conflict, this Order shall control.

Date of Order	
8/30/2017	
SIGNED on	

UDGE PRESIDING

APPROVED AS TO FORM ONLY:

THE NACOL LAW FIRM PC 990 South Sherman Street RICHARDSON, TX 75081 Tel: (972) 690-3333

Fax: (972) 690-3333

By:

Mark A. Nacol State Bar No. 14775100 marknacol@nacollawfirm.com Attorney for Petitioner

THE FAMILY LAW FIRM OF DONNA J. SMIEDT, PLLC 3216 West Arkansas Lane Arlington, Texas 76016

Tel: (817)572-9900 Fax: (817) 572-7679

> Desaray R. Muma State Bar No. 24090286

lawofficeofdjs@gmail.com

Attorney for Respondent

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

Emily Williams Petitioner

Vineet Grover, Respondent

MELANIE E. GRIMES MEDIATOR

Filed: 5/4/2017 7:37:14 PM Lynne Finley District Clerk Collin County, Texas By Valerie McCutchen Deputy Envelope ID: 16852289

TMCA CREDENTIALED DISTINGUISHED MEDIATOR

214.369.3690 phone/fax

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Turley Law Center, 6440 N. Central Expressway, Suite 760, Dallas, Texas 75206

Parties agree the mediator shall serve as word processor for this agreement.

Cause No. 401-54462-2016

In the Interest of Tara Shakti Grover and Vivek Arjun Grover, Children § In the 401st Judicial District Court of

§ Collin County, Texas

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PARTIAL MEDIATED SETTLEMENT AGREEMENT

The parties hereto agree to settle all claims and controversies between them as hereinafter set forth, excluding those within their Temporary Mediated Settlement agreement dated May 4, 2017; further, all terms of this Partial Mediated Settlement Agreement are effective immediately:

1. Conservatorship/Support/Access

see Schedule A

- The above-styled and numbered cause shall be resolved by an Agreed Partial Order with costs being taxed to parties incurring same and prepared by Mark Nacol. All language in this Partial Order shall follow that of ProDocs. Parties agree to cooperate in the execution of all documents related to the implementation of this agreement.
- 3. Within 21 days of the date of this agreement, parties shall agree upon a co-parenting counselor. If parties cannot agree on such counselor, then the Court shall appoint such counselor. The cost of such counseling shall be split 50/50 between the parties. Parties agree to a minimum of 12 sessions with such counselor unless the parties agree otherwise in writing.

Signature of Petitioner

Signature of Attorney for Petitioner

Signature of Respondent

Signature of Attorney for Respondent

4. The parties to this agreement fully understand it and agree that this agreement is binding, not subject to revocation and is enforceable by a court of competent jurisdiction.

Each signatory to this settlement has entered into same freely and without duress after having consulted with professionals of his or her choice. The Mediator hereto has advised each party that the Mediator is not the attorney for any party and that each party should have this agreement reviewed by that party's attorney prior to executing same.

Further, the parties agree that should any dispute arise out of the performance or interpretation of this agreement, they will each appear for mediation with Melanie E. Grimes, each at the request of the other party, for an additional mediation session, before seeking judicial review.

Signed this 4th day of May 2017.

Signature of Petitioner

Signature of Attorney for Petitioner

Signature of Respondent

Signature of Attorney for Respondent

SCHEDULE A: Conservatorship/Support/Access

Cause No. 401-54462-2016

1. Conservatorship Agreement

- a) Both parents shall be Joint Managing Conservators
- b) Mother shall have the following exclusive rights:
 - the right to determine the primary residence of the children within Collin County and counties contiguous to Collin County as long as Mother's residence is within 100 miles of 903 Enchanted Wood Drive, Arlington, TX 76005.
 - ii. the right to receive child support
 - iii. the right to make decisions concerning the children's education, after conferring with the other parent
 - iv. the right to consent to psychiatric treatment of the children, after conferring with the other parent; further, Mother agrees to sign any HIPAA release necessary for Father to have full access to any psychiatric treatment for the children
- c) Parents shall share the following rights, subject to the agreement of the other parent:
 - i. the right to consent to medical, dental and surgical treatment involving invasive procedures; further, if parents cannot agree, they shall follow the recommendation of the children's current pediatrician; parties agree Mother shall select the child's pediatrician after conferring with the other parent
 - ii. the right to consent to psychological treatment of the children
 - iii. the right to represent the children in legal action and to make other decisions of substantial legal significance concerning each child
 - iv. the right to consent to marriage and to enlistment in the armed forces of the United States
- d) Each parent shall have the following independent right:
 - i. the right to the services and earnings of the children
 - ii. except when a guardian of the children's estate 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 estate if action on behalf of the children is required by a state, the United States, or a foreign government to the extent such estates have been created by the estate of the respective parent or parent's family

2. Child Support/Health Insurance

- a) Child support per the parties' divorce decree dated 2/28/15 through 5/31/17. Beginning 6/1/17 and via wage withholding order, Father agrees to pay Mother \$511 per month in child support plus \$184.13 per month as health insurance reimbursement.
- b) Parties agree that Father owes Mother medical support arrearage in the amount of \$1570.10. Father shall pay Mother such sum in increments of \$100 per month via wage withholding order beginning 6/1/17 until paid in full. Further, Mother agrees to provide Father the invoices supporting the unreimbursed medical portion of such arrearage within seven days of the date of this agreement.
- c) Mother agrees to carry health insurance for the children. Unreimbursed medical shall be split 50/50.

Signature of Petitioner

Signature of Attorney for Petitioner

Signature of Respondent

Signature of Attorney for Respondent

3. Possession/Access

- a) Father shall have possession of the children as follows:
 - i. 1st/3rd weekend of each month from 7pm Friday until 6pm the following Sunday
 - ii. The Thursday immediately prior to the 2nd Friday of each month from 6pm to 8pm; further, with 24 hours' notice to Mother, Father may reduce such possession period to from 7pm to 8pm; Father shall be present for such Thursday evening possession periods
 - iii. 4th weekend of each month during the school year from 7pm Friday until 2pm the following Saturday
 - iv. Mother reserves the right to make a one-time permanent change of Father's possession periods above with a 30-day notice to Father from Mother to the 2nd/4th weekend of each month from 7pm Friday until 6pm the following Sunday plus the 1st weekend of each month during the school year from 7pm Friday until 2pm the following Saturday plus the Thursday immediately prior to the 3rd Friday of each month from 6pm to 8pm; further, with 24 hours' notice to Mother, Father may reduce such Thursday possession period to from 7pm to 8pm; Father shall be present for such Thursday evening possession periods
- b) Summers per the Standard Possession Order with the following exception:
 - Mother shall have possession of the children the weekend prior to the children's 7/27 birthday from 7pm Friday to 6pm the following Sunday.
- c) Standard Holiday Schedule with the following exceptions:
 - i. In odd years, Mother shall have possession of the children from 7pm on 7/26 until 6pm on 7/27 and Father shall have possession of the children from 6pm until 9pm on 7/27. If not already in possession of the children, Mother shall pick up the children at the Father's residence at the beginning of her birthday possession period. Father shall pick up the children at the Mother's residence at the beginning of his birthday possession period and drop the children off at the Mother's residence if Mother has possession of the child that evening.
 - ii. In even years, Father shall have possession of the children from 7pm on 7/26 until 6pm on 7/27 and Mother shall have possession of the children from 6pm until 9pm on 7/27. If not already in possession of the children, Father shall pick up the children at the Mother's residence at the beginning of his birthday possession period. Mother shall pick up the children at the Father's residence at the beginning of her birthday possession period and drop the children off at the Father's residence if Father has possession of the child that evening.
- d) Mother shall have possession of the children at all other times.

4. Additional agreements regarding the children

- a) Each party agrees to notify the other parent regarding the scheduling of any medical, dental, psychiatric or psychological appointment for the children and the name and contact information of any new healthcare provider within 24 hours of setting an appointment and, if any such appointment is reset, parties agree to notify the other parent as soon as possible regarding such change.
- b) Parties agree to utilize Our Family Wizard per the terms in Exhibit 1 attached.

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c) Father agrees to take each child to at least one extracurricular or school sports activity during Father's weekend possession periods. If one extracurricular or school sports event includes both children, then Father agrees to take each child to one additional

Signature of Petitioner

Signature of Respondent

signature of Attorney for Petitioner

Signature of Attorney for Respondent

extracurricular or school sports activity that same weekend. Father shall deliver the children to such extracurricular or school sports activities in a timely manner.

- d) Father shall pick up from and drop off the children at Mother's residence unless specified differently above.
- e) Parties shall be enjoined from:
 - i. disturbing the peace of either child or of the other parent
 - ii. hiding or secreting either child from either party
 - iii. making disparaging remarks regarding either party or their family members in the presence or within the hearing of either child
 - iv. sleeping in the same bed with either child or both children.
- f) Father shall be enjoined from:
 - withdrawing either child from enrollment in the school or day-care facility where the child is presently enrolled, excluding during Father's summer possession period

Signature of Potitioner

Signature of Attorney for Petitioner

Signature of Respondent

Signature of Attorney for Respondent

Exhibit 1

Electronic Communications with Child

It is **Ordered** that the conservators shall each maintain capability for electronic communication between the child and the other conservator until further order of the Court.

Exchange of Information by "Our Family Wizard" Website Intent: VINEET GROVER and EMILY SCATES-WILLIAMS are each Ordered to use the internet website www.ourfamilywizard.com [hereinafter referred to as the "website" or the "website service"] to facilitate sharing of information regarding the child, submission of medical expenses, and communicate regarding possession, activities, care, and parenting of the child in order to promote positive exchange, avoid miscommunication, and prevent unnecessary conflict in communication concerning the child. Initiation of Service and Payment of Fees:

- [1] VINEET GROVER is Ordered to log onto www.ourfamilywizard.com within five days of date of entry of this Order and obtain a subscription to the website service and pay all of VINEET GROVER'S subscription costs to said website service for a period of not less than one year. VINEET GROVER is further Ordered to give written notice to EMILY SCATES-WILLIAMS, within three days of securing such subscription to the website, of such necessary information to enable EMILY SCATES-WILLIAMS to secure a reciprocal subscription to such website to establish communication with VINEET GROVER through such website service.
- [2] EMILY SCATES-WILLIAMS is **Ordered** to log onto www.ourfamilywizard.com within three days of receipt of such notice from VINEET GROVER and obtain a subscription to the website service and pay all of EMILY SCATES-WILLIAMS'S subscription costs to said website service for a period of not less than one year. EMILY SCATES-WILLIAMS is **further Ordered** to give written notice to VINEET GROVER, within three days of securing such subscription to the website, of EMILY SCATES-WILLIAMS having secured a reciprocal subscription to such website service.
- [3] VINEET GROVER and EMILY SCATES-WILLIAMS are each Ordered to timely pay, as and when due, their own respective costs, including subscription fees and renewals, for such website service provided by this website until further orders of the Court.
- [4] VINEET GROVER is Ordered to, within 30 days of the entry of this Order, take all steps to have this Order posted or uploaded to this website for the parties' easy access and review as allowed by the website.
- [5] If said website ceases service, the conservators are **Ordered** to attempt to agree upon on an alternate website or other third party service providing the same or similar service, and if such agreement cannot be made then either party may seek direction from the Court by

filing the appropriate motion.

Use of Website:

- VINEET GROVER and EMILY SCATES-WILLIAMS are each Ordered to use the [1] internet website www.ourfamilywizard.com service as a method recognized and ordered by the Court [a] for their communication with each other, [b] for advising each other of the child's schedules, [c] to give notice of appointments with medical and dental care and psychological care and counseling within 24 hours of scheduling or as soon as possible upon the rescheduling of such appointments, [d] to give notice of and to list teacher and school conferences as well as to list extracurricular, school, and related information which becomes known to the conservator regarding the child's schedule, grades, school work, tests, and activities, [e] to scan in and provide to the other party any written documentation received from the child's school regarding progress reports, report cards, testing, projects, conferences, school activities, and any other regular or unusual matter related in any way to the child's schooling, [f] to submit requests for reimbursement for medical and healthcare-related expenses, [g] to advise the other conservator of scheduling changes or requests for changes regarding the conservator's possession of or access to the child, [h] to advise the other conservator of the child's flight schedules and changes to flight schedules incident to the exercise of possession of the child, [I] to make requests of the other conservator should the same become necessary, and [j] to provide to the other conservator any notices required under the terms of the Court's order or orders pertaining to the child.
- [2] It is Ordered that said website service and the information, notices, and requests exchanged between the conservators shall be a means of communicating [1] requests for reimbursement for medical and healthcare-related expenses, [2] agreements for changes to the conservators' respective periods of possession, and [3] notices of change of required information, i.e. change of residence address or telephone number and change of employment and employment address and telephone, unless such requests, agreements, or notices are otherwise in writing signed by both conservators.
- [3] VINEET GROVER and EMILY SCATES-WILLIAMS are each Ordered to, within five days of the entry of this Order, complete all information that can be listed on the website as to personal information concerning each conservator (current residence addresses, home, work, and cellular telephone information, and current employers), day care providers used by the parties during any period of such conservator's possession of the child, medical providers for the child, and contact information for the child's school, coaches, and tutors.
- [4] VINEET GROVER and EMILY SCATES-WILLIAMS are each Ordered to, within five business days of receipt of any new or changed information, modify or update all information that is required by this Order to be posted on such website.

- [5] VINEET GROVER and EMILY SCATES-WILLIAMS are each Ordered to utilize the accounting and expense sharing service on the website to provide notice to the other conservator concerning the submission of all information and documents required of each conservator as to maintenance of healthcare insurance and sharing of healthcare expenses as set forth in this Order, and the payment of medical, healthcare, and any other expenses required for the child under this Order.
- [6] VINEET GROVER and EMILY SCATES-WILLIAMS are each Ordered to record on the website any payments made to the other conservator for health insurance, healthcare expenses, or educational expenses within three business days of such payment being made.
- [7] It is **Ordered** that these provisions regarding such website service supersede all other provisions in this Order or prior court orders regarding giving notice to the other conservator unless specifically accepted in such other provision.

Stipulation of Authentication and Admissibility of Website Information: VINEET GROVER and EMILY SCATES-WILLIAMS each agree and stipulate, and it is Ordered, that any documents, materials, notices, and other information posted on the website by either conservator shall be deemed to be properly authenticated for all discovery and evidentiary purposes and may be admitted into evidence at any trial or hearing involving the child in this suit affecting the parent-child relationship, including modification and enforcement actions, subject to other objections as provided by law.

EXHIBIT C

CONSENT FOR CHILDREN TO TRAVEL OUTSIDE THE UNITED STATES

Date:	
To Whom It May Concern:	
RE: Consent for Children to T	ravel Outside the United States of America
I,, am the mo	other/father of TARA SHAKTI GROVER who was born
on July 27, 2012 and VIVEK ARJUN G	ROVER who was born on July 27, 2012.
I give my consent and permission	n for these children to travel outside the United States of
America with, w	ho is the children's mother/father, during the period and
to the locations stated in this consent.	. The children are scheduled to depart on or about
for	. The children are scheduled to arrive back in
the United States of America on or about	· · · · · · · · · · · · · · · · · · ·
	NAME
STATE OF TEXAS)
COUNTY OF)
This instrument was acknowledge, 20 by	ed before me on the day of
	Notary Public, State of Texas