

NO. 13FD2791

**IN THE MATTER OF
THE MARRIAGE OF**

**TONI SANCHEZ
AND
JOHN JOE SANCHEZ**

**§ IN THE DISTRICT COURT
§
§
§ 306TH JUDICIAL DISTRICT
§
§ GALVESTON COUNTY, TEXAS**

AGREED FINAL DECREE OF DIVORCE

On _____ the Court considered this case.

Appearances

Petitioner, Toni Sanchez, appeared in person and through attorney of record, Greg B. Enos, and announced ready for trial.

Respondent, Jesse Joe Sanchez, did not appear in person but has agreed to the terms of this order as evidenced by Petitioner's signature below.

Record

The record of testimony was duly reported by the court reporter for the 306th Judicial District Court.

Jurisdiction and Domicile

The Court finds that the pleadings of Petitioner are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction of this case and of all the parties and that at least sixty days have elapsed since the date the suit was filed.

The Court further finds that, at the time this suit was filed, Petitioner had been a domiciliary of Texas for the preceding six-month period and a resident of the county in which this suit was filed for the preceding ninety-day period. All persons entitled to citation were properly cited.

Jury

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

Agreement of Parties

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

The agreements in this Final Decree of Divorce were reached in mediation with David J. Salinsky. This Final Decree of Divorce is stipulated to represent a merger of a mediated settlement agreement between the parties. To the extent there exist any differences between the mediated settlement agreement and this Final Decree of Divorce, this Final Decree of Divorce shall control in all instances.

Divorce

IT IS ORDERED AND DECREED that Toni Sanchez, Petitioner, and John Joe Sanchez, Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability.

Child of the Marriage

The Court finds that there is no child of the marriage of Petitioner and Respondent and that none is expected.

Division of Marital Estate

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

Property to Husband

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

H-1. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the husband or subject to his sole control.

H-2. All clothing, jewelry, and other personal effects in the possession of the husband or subject to his sole control.

H-3. All sums of cash in the possession of the husband or subject to his sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in the husband's sole name or from which the husband has the sole right to withdraw funds or which are subject to the husband's sole control.

H-4. The sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of the husband's past, present, or future employment, except for those portions awarded to Wife below.

H-5. All policies of life insurance (including cash values) insuring the husband's life.

H-6. Toolbox and some of the power tools in wife's possession.

Property to Wife

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

W-1. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the wife or subject to her sole control.

W-2. All clothing, jewelry, and other personal effects in the possession of the wife or subject to her sole control.

W-3. All sums of cash in the possession of the wife or subject to her sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial

institutions, which accounts stand in the wife's sole name or from which the wife has the sole right to withdraw funds or which are subject to the wife's sole control.

W-4. The sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of the wife's past, present, or future employment.

W-5. 50% of the community portion Acme Tire Company Employee Savings Plan for Bargaining Unit Employees as of January 19, 2012, as set forth in the Qualified Domestic Relations Order entered by this Court.

W-6. All policies of life insurance (including cash values) insuring the wife's life.

W-7. The 2009 Ford Explorer motor vehicle, together with all prepaid insurance, keys, and title documents.

W-8. The T-Shirt Business, including but not limited to all furniture, fixtures, machinery, equipment, inventory, cash, receivables, accounts, goods, and supplies; all personal property used in connection with the operation of the business; and all rights and privileges, past, present, or future, arising out of or in connection with the operation of the business.

W-9. Two Thousand Five Hundred Dollars (\$2,500.00) payable by John Joe Sanchez to Toni Sanchez on or before June 30, 2013, by cash, cashier's check, or money order.

Division of Debt

Debts to Husband

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

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

- a. Debt owed to Texas Dow Employees Credit Union, provided John Joe Sanchez is ordered to not borrow any more funds on this loan in Wife's name
- b. Acme Tire Company Employee Savings Plan 401k loan

H-2. All debts, charges, liabilities, and other obligations incurred solely by the husband from and after April 5, 2011 unless express provision is made in this decree to the contrary.

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

H-4. All 2011 property taxes due on petitioner's residence on or before January 31, 2012.

H-5. Two Thousand Five Hundred Dollars (\$2500.00) payable by John Joe Sanchez to Toni Sanchez on or before June 30, 2013, by cash, cashier's check, or money order.

Debts to Wife

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

W-1. The mortgage payable to Greenleaf Mortgage, secured by the property at 616 Elm, League City, Texas 77573.

W-2. The following debts, charges, liabilities, and obligations:

a. Debt owed to Chase Visa, Account number ending in xxxx

W-3. All debts, charges, liabilities, and other obligations incurred solely by the wife from and after April 5, 2011 unless express provision is made in this decree to the contrary.

W-4. All encumbrances, ad valorem taxes, liens, assessments, or other charges due or to become due on the real and personal property awarded to the wife in this decree unless express provision is made in this decree to the contrary.

Notice

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

Attorney's Fees

To effect an equitable division of the estate of the parties and as a part of the division, each party shall be responsible for his or her own attorney's fees, expenses, and costs incurred as a result of legal representation in this case.

Liability for Federal Income Taxes for Prior Year

IT IS ORDERED AND DECREED that John Joe Sanchez shall be responsible for all federal income tax liabilities of the parties from the date of marriage through December 31, 2011, and he shall timely pay 100 percent of any deficiencies, assessments, penalties, or interest due thereon and shall indemnify and hold the other party and her property harmless from 100 percent of such liabilities unless such additional tax, penalty, and/or interest resulted from a party's omission of taxable income or claim of erroneous deductions. In such case, the portion of the tax, penalty, and/or interest relating to the omitted income or claims of erroneous deductions shall be paid by the party who earned the omitted income or proffered the claim for an erroneous deduction. The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

The parties are ordered to file a joint income tax return for 2011 unless the parties agree in writing to not do so. IT IS ORDERED AND DECREED that if a refund is made for overpayment of taxes for any year during the parties' marriage through December 31 of 2011, Tammy Jo Sanchez shall be entitled to seventy-five percent (75%) of the refund and John Joe Sanchez shall be entitled to twenty-five percent (25%) of the refund, and the party receiving the refund check is designated a constructive trustee for the benefit of the other party, and shall pay to the other party their percentage of the total amount of the refund check within five days of receipt of the refund check. Either party is ORDERED to endorse a refund check on presentation by the other party.

Treatment/Allocation of Community Income for Year of Divorce

IT IS ORDERED AND DECREED that, for the calendar year 2012, each party shall timely pay and indemnify and hold the other party and his or her property harmless from any federal income tax liability attributable to the personal earnings of the reporting party and any net income resulting from property subject to the sole management and control of the reporting party from January 1 of that year through the date of divorce and for all such postdivorce earnings and income.

IT IS ORDERED AND DECREED that for calendar year 2012, 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 2012 within thirty days of receipt of a written request for the information, and in no event shall the available information be exchanged later than March 1, 2013. As requested information becomes available after that date, it shall be provided within ten 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 Final Decree of Divorce are not deemed income to the party receiving those payments but are part of the property division and necessary for a just and right division of the parties' estate.

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

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

Confirmation of Separate Property

IT IS ORDERED AND DECREED that the following described property is confirmed as the separate property of Toni Sanchez: 616 Elm Avenue, League City Texas 77573 and the 2009 Ford Explorer.

IT IS ORDERED AND DECREED that the following described property is confirmed as the separate property of John Joe Sanchez: 2003 GMC Sierra; and the pre-marital part of his Acme Tire Company Employee Savings Plan in the amount of \$19,423.10.

Change of Petitioner's Name

IT IS ORDERED AND DECREED that Toni Sanchez's name is changed to Toni Ackermann.

Court Costs

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

Resolution of Temporary Orders

IT IS ORDERED AND DECREED that all obligations and duties imposed by the temporary orders of this Court that are not yet discharged shall survive this judgment, and independent enforcement may be sought.

Discharge from Discovery Retention Requirement

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

Decree Acknowledgment

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

Indemnification

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

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

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

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

Clarifying Orders

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

Relief Not Granted

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

Date of Judgment

SIGNED on _____.

JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

Enos Law Firm, P.C.
17207 Feather Craft Lane
Webster, Texas 77598
Tel: (281) 333-3030
Fax: (281) 488-7775

By: _____
Greg B. Enos
Attorney for Petitioner
State Bar No. 06630450

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

Toni Sanchez, Petitioner

John Joe Sanchez, Respondent