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2007-28477

AGREED TEMPORARY ORDER NO.

IN THE MATTER OF THE ESTATE OF HUMBERTO RODRIGUEZ \* IN THE 311 JUDICIAL DISTRICT COURT OF

HUMBERTO RODRIGUEZ \*

vs. vs. \*

LOAN VU \* HARRIS COUNTY, TEXAS

(1) Temporary Custody of ALL children to HUMBERTO RODRIGUEZ } RIGHT TO DETERMINE RESIDENCE  
Temporary Support \$ 200  weekly  monthly  bi-weekly beginning SEPT 1, 20 13  
Major Medical and Hospitalization on Family to be maintained by CITIZENS TO BE MAINTAINED BY LOAN VU

(2) Temporary use of:  
Home to X Furniture to X  
Auto to X Auto to X

(3) Visitation: TO LOAN VU, THURSDAY NIGHT OVERNIGHT - TAKE KIDS TO SCHOOL; EAST, THIRD, FIFTH SATURDAY NIGHT PICKUP AT 4 P.M. - THEN THURSDAY MORNING TAKE KIDS TO SCHOOL

(4) While suit is pending each party enjoined from:  
(a) \_\_\_\_\_  
(b) \_\_\_\_\_  
(c) \_\_\_\_\_

**FILED**  
Chris Daniel  
District Clerk  
AUG 18 2013

(5) Each Party to file inventory within \_\_\_\_\_ days. Time: \_\_\_\_\_  
Harris County, Texas

HUSBAND TO PAY

BILLS

By \_\_\_\_\_

Deputy

WIFE TO PAY

OTHER AGREEMENTS

1. ANY RESPONSIBLE ADULT MAY BE DESIGNATED TO PICK UP / DROP OFF CHILD;
2. PARTIES TO BE REMAIN JMC;
3. CITIZENS RESIDENCE LOCATED TO HARRIS COUNTY / CONTROVERS.

\_\_\_\_\_  
Petitioner's Attorney  
\_\_\_\_\_  
Respondent's Attorney

\_\_\_\_\_  
Petitioner  
Loan Vu  
Respondent

The foregoing agreement of the parties is hereby approved and same is hereby adopted as the order of the Court this \_\_\_\_\_ day of AUG 29 2013 20 \_\_\_\_\_.

\_\_\_\_\_  
PRESIDING JUDGE

Entry Sept 13, 2013 9:30AM

RECORDER'S MEMORANDUM  
This instrument is of poor quality  
at the time of imaging

NO. 2007-28477

↓ P-19  
EPO  
(01) 14NE  
COURT

IN THE MATTER OF  
THE MARRIAGE OF

HUMBERTO RODRIGUEZ  
AND  
LOAN VU

AND IN THE INTEREST OF  
LINH RODRIGUEZ AND IVAN  
RODRIGUEZ, CHILDREN

§  
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IN THE DISTRICT COURT  
  
311 JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

**FINAL**  
**TEMPORARY ORDERS**

**FILED**  
Chris Daniel  
District Clerk

SEP 18 2013  
09-13-2013  
Harris County, Texas  
Deputy

On September 13, 2012 the Court heard Petitioner's motion for temporary orders.

*Appearances*

Petitioner, Humberto Rodriguez, appeared in person and through attorney of record, Edward M. Chernoff, and announced ready.

Respondent, Loan Vu, appeared in person and through attorney of record, Anna E. Stool, and announced ready.

The parties have agreed to the terms of this order as evidenced by the signatures below.

*Jurisdiction*

The Court, after examining the record and the agreement of the parties and hearing the evidence and argument of counsel, finds that all necessary prerequisites of the law have been legally satisfied and that the Court has jurisdiction of this case and of all the parties.

*Children*

The following orders are for the safety and welfare and in the best interest of the following children:

Name:                      Linh Rodriguez

RECORDER'S MEMORANDUM  
This instrument is of poor quality  
at the time of imaging

Unofficial Copy Office of Chris Daniel, District Clerk

Sex: Female  
Birth date: July 24, 2003  
Home state: Texas

Name: Ivan Rodriguez  
Sex: Male  
Birth date: April 12, 2005  
Home state: Texas

*Conservatorship*

IT IS ORDERED that Humberto Rodriguez and Loan Vu are appointed Temporary Joint Managing Conservators of the following children: Linh Rodriguez and Ivan Rodriguez.

IT IS ORDERED that, at all times, Humberto Rodriguez, as a parent temporary 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, Loan Vu, as a parent temporary 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, Humberto Rodriguez and Loan Vu, as parent temporary 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; and
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 Code of Criminal Procedure or is currently charged with an offense for which on conviction the person would be required to register under that chapter. IT IS ORDERED that this information shall be tendered in the form of a notice made as soon as practicable, but not later than the fortieth day after the date the conservator of the 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.

IT IS ORDERED that, during his periods of possession, Humberto Rodriguez, as parent temporary 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 her periods of possession, Loan Vu, as parent temporary 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 Humberto Rodriguez, as a parent temporary joint managing conservator, shall have the following rights and duty:

1. the exclusive right to designate the primary residence of the children within Harris and contiguous counties;
2. the independent right to consent to medical, dental, and surgical treatment involving invasive procedures;
3. the independent right to consent to psychiatric and psychological treatment of the children;
4. the exclusive 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;
5. the independent right to represent the children in legal action and to make other

decisions of substantial legal significance concerning the children;

6. the independent right to consent to marriage and to enlistment in the armed forces of the United States;

7. the independent right to make decisions concerning the children's education;

8. except as provided by section 264.0111 of the Texas Family Code, the independent right to the services and earnings of the children;

9. 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; and

10. the independent duty to manage the estates of the children to the extent the estates have been created by community property or the joint property of the parent.

IT IS ORDERED that Loan Vu, as a parent temporary joint managing conservator, shall have the following rights and duty:

1. the independent right to consent to medical, dental, and surgical treatment involving invasive procedures;

2. the independent right to consent to psychiatric and psychological treatment of the children;

3. the independent right to represent the children in legal action and to make other decisions of substantial legal significance concerning the children;

4. the independent right to consent to marriage and to enlistment in the armed forces of the United States;

5. the independent right to make decisions concerning the children's education;

6. except as provided by section 264.0111 of the Texas Family Code, the independent right to the services and earnings of the children;

7. 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; and

8. the independent duty to manage the estates of the children to the extent the estates have been created by community property or the joint property of the parents.

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 Harris and contiguous counties, and the parties shall not remove the children from Harris 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.

IT IS FURTHER ORDERED that Humberto Rodriguez shall have the exclusive right to designate the children's primary residence within Harris and contiguous counties.

*Possession and Access*

1. *Modified Possession Order*

IT IS ORDERED that each conservator shall comply with all terms and conditions of this Modified Possession Order. IT IS ORDERED that this Modified Possession Order is effective immediately and applies to all periods of possession occurring on and after the date the Court signs this Modified Possession Order. IT IS, THEREFORE, ORDERED:

(a) **Definitions**

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

2. In this Modified 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 Modified Possession Order.~~ BP

~~Parents Who Reside 100 Miles or Less Apart~~

~~Except as otherwise provided for in this Modified Possession Order when LOAN VU resides 100 miles or less from the primary residence of the child, LOAN VU shall have the right to possession of the child as follows:~~

~~1. Weekends -~~

~~On weekends, beginning at 6:00 p.m., on the first, third, and fifth Saturday of each month and ending on Tuesday at the time the child's school resumes after the weekend.~~

~~2. Thursdays - On Thursday of each week during the regular school term, beginning at 7:00 p.m. and ending at the time the child's school resumes on Friday.~~

~~(e) Holidays~~

~~Notwithstanding the weekend and Thursday periods of possession of Loan Vu, Humberto Rodriguez and Loan Vu shall have the right to possession of the child as follows:~~

~~1. Christmas Holidays in Even-Numbered Years - In even-numbered years, Loan Vu 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 Humberto Rodriguez 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.~~ BP

~~2. Christmas Holidays in Odd-Numbered Years - In odd-numbered years, Humberto Rodriguez 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 Loan Vu 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 Odd-Numbered Years - In odd-numbered years, Loan Vu 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.

4. Thanksgiving in Even-Numbered Years - In even-numbered years, Humberto Rodriguez 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. Child's Birthday - If a parent is not otherwise entitled under this Modified Possession Order to present possession of a child on the child's birthday, that parent shall have possession of each child beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that that parent picks up each child from the other parent's residence and returns the children to that same place.

6. Father's Day - Humberto Rodriguez shall have the right to possession of the child each year, beginning at 6:00 p.m. on the Friday preceding Father's Day and ending at 8:00 a.m. on the Monday after Father's Day, provided that if Humberto Rodriguez is not otherwise entitled under this Modified Possession Order to present possession of the child, he shall pick up the child from Loan Vu's residence and return the child to that same place.

7. Mother's Day - Loan Vu 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 the time the child's school resumes after Mother's Day, provided that if Loan Vu is not otherwise entitled under this Modified Possession Order to present possession of the child, she shall pick up the child from Humberto Rodriguez's residence and return the child to that same place.

(f) Undesignated Periods of Possession

Humberto Rodriguez shall have the right of possession of the child at all other times not specifically designated in this Modified Possession Order for Loan Vu.

*The boyfriend shall not be in the presence of either child*  
General Terms and Conditions *sw*

Except as otherwise expressly provided in this Modified 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 Humberto Rodriguez - Humberto Rodriguez is ORDERED to surrender the child to Loan Vu at the beginning of each period of Loan Vu's possession at the residence of Humberto Rodriguez.

2. Surrender of Child by Loan Vu - Loan Vu is ORDERED to surrender the child to Humberto Rodriguez at the residence of Loan Vu at the end

of each period of possession.

If a period of possession by Loan Vu ends at the time the child's school resumes, Loan Vu is ORDERED to surrender the child to Humberto Rodriguez at the end of each such period of possession at the school in which the child is enrolled or, if the child is not in school, at the residence of Humberto Rodriguez.

3. Surrender of Child by Loan Vu - Loan Vu is ORDERED to surrender the child to Humberto Rodriguez, if the child is in Loan Vu's possession or subject to Loan Vu's control, at the beginning of each period of Humberto Rodriguez's exclusive periods of possession, at the place designated in this Modified Possession Order.

4. Return of Child by Humberto Rodriguez - Humberto Rodriguez is ORDERED to return the child to Loan Vu, if Loan Vu is entitled to possession of the child, at the end of each of Humberto Rodriguez's exclusive periods of possession, at the place designated in this Modified 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.

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

This concludes the Modified 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.

*Child Support*

IT IS ORDERED that Loan Vu pay to Humberto Rodriguez for the support of Linh Rodriguez and Ivan Rodriguez two hundred dollars (\$200.00) per month, beginning on September 1, 2012, with the first payment of one hundred dollars (\$100) being due and payable on 1st and a like payment of one hundred dollars (\$100) being due and payable on the 1st day and 15<sup>th</sup> day each month thereafter until further order of this Court.

Withholding from Earnings

IT IS ORDERED that any employer of Loan Vu shall be ordered to withhold from earnings for child support from the disposable earnings of Loan Vu for the support of Linh Rodriguez and Ivan Rodriguez.

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of Loan Vu 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 Loan Vu, and it is hereby ORDERED that Loan Vu pay the balance due directly to the state disbursement unit specified below.

On this date the Court signed 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 Humberto Rodriguez 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 Loan Vu shall notify this Court and Humberto Rodriguez 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 Loan Vu and the name and address of her 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, Humberto Rodriguez, Loan Vu, or an attorney representing Humberto Rodriguez or Loan Vu, the clerk of this Court shall cause a certified copy of the Income Withholding for Support to be delivered to any employer.

*Health Care*

1. IT IS ORDERED that Loan Vu shall provide medical support for each child as set out in this order for as long as the Court may order Loan Vu to provide support for the child under sections 154.001 and 154.002 of the Texas Family Code. Beginning on the day Loan Vu'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 Humberto Rodriguez and Loan Vu 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.

2. Definitions -

"Health Insurance" means insurance coverage that provides basic health-care services, including usual physician services, office visits, hospitalization, and laboratory, X-ray, and emergency services, 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 Loan Vu is responsible under a medical support order that does not exceed 9 percent of Loan Vu'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; or
- 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.

3. Findings on Health Insurance Availability- Having considered the cost, accessibility, and quality of health insurance coverage available to the parties, the Court finds:

Respondent shall maintain health insurance coverage.

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

4. Provision of Health-Care Coverage

Loan Vu is ORDERED to continue coverage under a governmental medical assistance program or health plan for each child who is the subject of this suit.

When such health coverage is obtained, Loan Vu is ORDERED to maintain the coverage 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, by paying all applicable fees required for the coverage, including but not limited to enrollment fees and premiums. Loan Vu is ORDERED to furnish Humberto Rodriguez a true and correct copy of the health insurance policy or certification and a schedule of benefits within 15 days following the signing of this order. Loan Vu is FURTHER ORDERED to furnish Humberto Rodriguez copies of the insurance cards and any other forms necessary for use of the insurance within 15 days following the signing of this order. Loan Vu is ORDERED to provide, within three days of receipt by Loan Vu, to Humberto Rodriguez any

insurance checks, other payments, or explanations of benefits relating to any medical expenses for the children that Humberto Rodriguez paid or incurred.

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 or are not otherwise covered by the amount of cash medical support under section 154.182(b) are allocated as follows: Humberto Rodriguez is ORDERED to pay 50 percent and Loan Vu is ORDERED to pay 50 percent of the total health-care expenses that exceed the amount of cash medical support paid by Loan Vu.

The party who incurs a health-care expense on behalf of the children is ORDERED to submit to the other party all forms, receipts, bills, statements, and explanations of benefits reflecting the uninsured portion of the health-care expenses within thirty days after he or she receives them. The nonincurring party is ORDERED to pay his or her share or 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 share or percentage of the uninsured portion of the health-care expenses within thirty days after the nonincurring party receives the forms, receipts, bills, statements, and explanations of benefits.

These provisions apply to all unreimbursed health-care expenses of any child who is the subject of this order for the provision of health-care coverage that are incurred while cash medical support is payable for that child.

5. 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.

*No Termination of Orders on Death of Obligee*

An obligation to pay child support under this order does not terminate on the death of Humberto Rodriguez but continues as an obligation to Linh Rodriguez and Ivan Rodriguez.

*Other Child Related Provisions*

Amicus Attorney

IT IS ORDERED that an amicus attorney will provide legal services necessary to assist the Court in protecting the best interests of the children. This Amicus will be provided at no charge through the program provided by University of Houston. *Such order was made*

Warnings to Parties

*under separate order. [Signature]*

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.

*Service of Writ*

Unofficial Copy Office of Chris Daniel District Clerk

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

**Duration**

These Temporary Orders shall continue in force until the signing of the Final Decree of Divorce or until further order of this Court

DEC 30 2013

SIGNED on \_\_\_\_\_

  
\_\_\_\_\_  
JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

CHERNOFF LAW

By: \_\_\_\_\_

Edward M. Chernoff  
Attorney for Petitioner  
State Bar No. 04175730

ANNA E. STOOL

By: \_\_\_\_\_


Anna E. Stool  
Attorney for Respondent  
State Bar No. 19312000

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

\_\_\_\_\_  
Humberto Rodriguez

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

\_\_\_\_\_  
Humberto Rodriguez  
Petitioner

  
\_\_\_\_\_  
Loan Vu  
Respondent


Unofficial Copy Office of Chris Daniel District Clerk

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

*Duration*

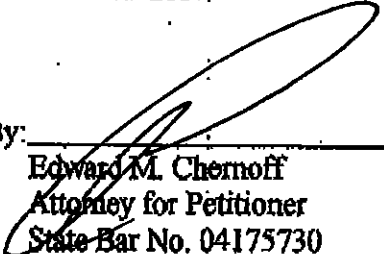
These Temporary Orders shall continue in force until the signing of the Final Decree of Divorce or until further order of this Court.

SIGNED on DEC 30 2013

  
\_\_\_\_\_  
JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

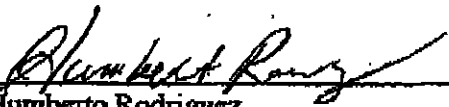
CHERNOFF LAW

By:   
\_\_\_\_\_  
Edward M. Chernoff  
Attorney for Petitioner  
State Bar No. 04175730

ANNA E. STOOL

By: \_\_\_\_\_  
Anna E. Stool  
Attorney for Respondent  
State Bar No. 19312000

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

  
\_\_\_\_\_  
Humberto Rodriguez  
Petitioner

Official Copy Office of Chris Damm District Clerk