

NO. XXXXXX

IN THE MATTER OF  
THE MARRIAGE OF

JOHN DOE,  
Petitioner

AND

JANE DOE,  
Respondent

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IN THE DISTRICT COURT

TARRANT COUNTY, TEXAS

231ST JUDICIAL DISTRICT

## AGREED FINAL DECREE OF DIVORCE

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On the \_\_\_\_ day of May, 2011, the Court heard this case.

### 1. APPEARANCES

Petitioner, JOHN DOE, appeared in person and through his attorney of record, Suzie Shyster, and has agreed to the terms of this order as evidenced by Petitioner's signature below.

Respondent, JANE DOE, waived issuance of service of citation by waiver duly filed and has agreed to the terms of this Order as evidenced by Respondent's signature below.

### 2. RECORD

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

### 3. JURISDICTION AND DOMICILE

The Court finds that the pleadings of Petitioner are in due form and contain all of 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 (60) days have elapsed since the date the suit was filed. The Court 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 is filed for the preceding ninety-day period. All persons entitled to citation were properly cited.

**4. JURY**

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

**5. 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.

**6. DIVORCE**

IT IS ORDERED AND DECREED that JOHN DOE, Petitioner, and JANE DOE, Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability.

**7. CHILDREN**

The Court finds that there is no child of the marriage of JOHN DOE and JANE DOE and that none is expected.

**8. DIVISION OF PROPERTY**

The Court finds that the following is a just and right division of the parties' marital estate.

**A. Property to Husband**

IT IS ORDERED AND DECREED that the husband, JOHN DOE, 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:

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

2. 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 including, but not limited to: Wells Fargo Account No. XXXXX/

3. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the husband or subject to his sole control, save and except those items distinctively awarded to Respondent as set forth below.

4. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, 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 including, but not limited to: Dunaway 401k Plan.

5. All individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits in the husband's name

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

7. All brokerage accounts, stocks, bonds, mutual funds, and securities registered in the husband's name, together with all dividends, splits, and other rights and privileges in connection with them.

8. The real property located at 123 Main Street, Arlington, Texas 76001, including surface and mineral estate.

9. All motor vehicles currently in the possession of husband including the JEEP, VIN No. XXXX and the Harley Davidson, VIN No. XXXXX.

10. All household pets currently in possession of husband.

**B. Property to Wife**

IT IS ORDERED AND DECREED that the wife, JANE DOE, 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:

1. All clothing, jewelry, and other personal effects in the possession of the wife or subject to her sole control including, but not limited to: the Coffee maker, all Wineglasses. If such are not in the possession of wife at the time of the execution of this Decree, Petitioner will turn over possession of such items within ten (10) days of the final execution of this Decree.

2. 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.

3. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the wife, including, but not limited to: the the Treadmill. If such are not in the possession of wife at the time of the execution of this Decree, Petitioner will turn over possession of such items within ten (10) days of the final execution of this Decree. The property will be redeemable by wife with 48 hours written notice.

4. The Motor vehicle identified as the Jaquar, VIN No. XXXX.

5. The sum of \$5000.00 to be paid by the husband within ten (10) days of the execution of this decree by the Court.

**9. DIVISION OF DEBT**

**Debts to Husband**

IT IS ORDERED AND DECREED that the husband, JOHN DOE, 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:

1. Any and all credit accounts incurred by JOHN DOE or in the name of JOHN DOE, except as otherwise provided in this decree.

2. Any and all debts, charges, liabilities, and other obligations incurred by JOHN DOE or in the name of JOHN DOE except as otherwise provided in this decree.

3. Any and all debts, charges, liabilities, and other obligations incurred solely by the husband from and after January, 2011, unless express provision is made in this decree to the contrary.

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 husband in this decree unless express provision is made in this decree to the contrary.

5. The debt on the real property located at 123 Main Street, Arlington, Texas 76001, including mortgage loan No. XXXXX.

6. All reasonable and necessary attorney's fees and expenses incurred by JOHN DOE in connection with this divorce proceeding.

8. \$5000.00 total via check made out to JANE DOE to cover the costs and expenses

of additional legal proceedings and car insurance.

### **Debts to Wife**

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

1. Any and all credit accounts incurred by JANE DOE or in the name of JANE DOE including, but not limited to, Credit Card Account Nos. ending in -XXXX and -YYYY, and except as otherwise provided in this decree.

2. Any and all debts, charges, liabilities, and other obligations incurred by JANE DOE or in the name of JANE DOE except as otherwise provided in this decree.

3. Any and all debts, charges, liabilities, and other obligations incurred solely by the wife from and after January, 2011, unless express provision is made in this decree to the contrary.

4. All reasonable and necessary attorney's fees and expenses incurred by JANE DOE in connection with this divorce proceeding.

**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.

### **10. INSURANCE**

JOHN DOE shall allow JANE DOE to remain on his medical insurance policy until November 2011, so long as JANE DOE pays JOHN DOE for the additional cost to keep her on his insurance, such additional cost to be ascertainable by policy documents and cooperation between the parties.

## 11. INCOME TAXES

### **Liability**

IT IS ORDERED AND DECREED that JOHN DOE shall be solely responsible for all federal income tax liabilities of the parties from the date of marriage through the date of divorce, and that JOHN DOE shall timely pay 100% of any deficiencies, assessments, penalties, or interest due thereon and shall indemnify and hold the other party and her property harmless from all such liabilities unless such additional tax, penalty, and/or interest resulted from a party's omission of taxable income or claim of erroneous deductions. 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.

### **Tax Refund**

IT IS ORDERED AND DECREED that if a refund is made for overpayment of taxes for any year during the parties' marriage through the date of divorce, JOHN DOE shall be entitled to the entire refund of his own return, and JANE DOE is entitled to the entire refund of her own return.

### **Individual Tax Returns for 2011**

IT IS ORDERED AND DECREED that, for the calendar year 2011, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

### **Indemnification**

IT IS ORDERED AND DECREED that, for the calendar year 2011, each party shall timely pay and indemnify and hold the other party and his or her property harmless from any federal income tax liability associated with the reporting party's individual tax return for that year.

### **Exchange of Information**

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 2011 within thirty (30) days of receipt of a written request for the information, and in no event shall the available information be exchanged later than March 1, 2012. As requested information becomes available after that date, it shall be provided within ten (10) days of receipt.

### **12. DIVISION OF NON-AWARDED ASSETS AND NON-ASSUMED LIABILITIES**

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 that 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.

### **13. NO ALIMONY**

IT IS ORDERED AND DECREED that no provision of this decree shall be construed as alimony under the Internal Revenue Code, except as this decree expressly provides for payment of maintenance or alimony under the Internal Revenue Code.

### **14. COURT COSTS**

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



**15. 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.

**16. DECREE ACKNOWLEDGMENT**

JANE DOE and JOHN DOE, 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 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.

**17. 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 a basis of a claim for indemnity.

**18. 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.

**19. 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.

**20. DATE OF JUDGMENT**

Signed on the \_\_\_\_ day of May, 2011.

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JUDGE PRESIDING

**APPROVED AS TO FORM ONLY:**

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Suzie Shyster  
State Bar No. XXXX  
**COUNSEL FOR PETITIONER**

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Dewey Cheatum  
State Bar No. XXXX  
**COUNSEL FOR RESPONDENT**

**APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:**

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JOHN DOE, Petitioner

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JANE DOE, Respondent