Affirmed and Opinion Filed May 26, 2020

In The
Court of Appeals
Fifth District of Texas at Dallas

No. 05-19-00627-CV

IN THE INTEREST OF C.S.B. AND R.D.B., CHILDREN

On Appeal from the 255th Judicial District Court
Dallas County, Texas
Trial Court Cause No. DF-11-15158-S

MEMORANDUM OPINION

Before Chief Justice Burns, and Justices Wright[1] and O'Neill[2]
Opinion by Justice Wright

In this post-judgment divorce case, wife challenges distribution of the proceeds from property sold pursuant to the Decree and an agreed Amended Receivership Order. In two issues, wife generally contends the disbursement order "re-writes" the Decree's community property allocation and awards a significantly disproportionate community property share to husband. Because we conclude the

[1] The Hon. Carolyn Wright, former Chief Justice of the Court of Appeals for the Fifth District of Texas at Dallas, Retired, sitting by assignment.

[2] The Hon. Michael J. O'Neill, Justice of the Court of Appeals for the Fifth District of Texas at Dallas, Retired, sitting by assignment.

Decree, as well as the Amended Receivership Order provided ample support for the challenged distribution, we affirm.

FACTUAL AND PROCEDURAL BACKGROUND

During their marriage, wife and her former husband owned M R Ranch, Ltd. (MRR), and its general partner, M R Ranch GP, LLC (GP). The couple also owned a dental practice, R.D. Beougher, DDS, P.A. d/b/a Willow Bend (Willow Bend). Prior to the divorce, Willow Bend loaned in various increments the total of $1,347,909.93 to MRR (the Willow Bend Loans or the Loans). After the divorce trial but before the Amended Final Decree (the Decree)[3] was signed in April 2014, pursuant to three promissory notes, husband also loaned MRR the total amount of $125,779.53 (the Individual Loans).

The Decree awarded Willow Bend, together with all of its "receivables [and] accounts" to husband as his separate property. Wife and husband received equal shares in MRR and GP, which in turn owned a lake house and an event venue. Pursuant to the parties' agreement, the Decree ordered both properties sold, specified the manner of reimbursement of loans or other expenditures made "by the parties" after the date of the Decree, and required equal distribution of the net proceeds of the sale to the parties.

[3] The Final Decree was signed in 2013, and amended based on a motion to modify filed by husband.

Wife filed a motion and an amended motion for new trial in which she asserted that the Decree failed to properly characterize and value Willow Bend and that husband had been awarded a disproportionately large share of the community estate. Wife's motion for new trial was denied, and wife appealed (Wife's First Appeal).

While Wife's First Appeal was pending, the parties agreed to the appointment of a receiver for MRR and GP to sell MRR's property (the First Receivership Order). The receiver sold the lake house owned by MRR prior to resolution of Wife's First Appeal, and wife accepted her share of the proceeds of the sale, which were disbursed to her pursuant to an order entered by the trial court. In the appellate briefing, relying on wife's acceptance of the sale proceeds, husband demonstrated that direct benefits estoppel barred Wife's challenge to the Decree. Wife's First Appeal was accordingly dismissed.

Subsequently, wife and husband agreed to an amended receivership order, (Amended Receivership Order) pursuant to which a different receiver was appointed to sell the event venue. Both receivership orders allowed either party to make loans to MRR and receive reimbursement from the net proceeds of the sale, and both specified the priority of distribution of the net sale proceeds to wife and husband.

After the new receiver sold MRR's remaining realty, husband moved the court for a disbursement order authorizing the receiver to reimburse him for the Individual Loans, and to reimburse Willow Bend for its Loans, prior to disbursing the

remaining sale proceeds to husband and wife. Four law firms that had represented wife in the divorce proceeding sought to intervene and receive payment from wife's share of the sale proceeds. The trial court overruled wife's objections to the distribution proposed by husband, granted the motions in intervention, and granted husband's motion for disbursement order (the Disbursement Order). All outstanding loans were paid and wife and husband each received $1,027,821.72, although almost half of wife's distribution was paid directly to her attorneys. Wife appeals from the Disbursement Order.

DISCUSSION

A. Wife's arguments are not barred by "acceptance of benefits" estoppel

We begin our discussion with husband's contention that the "acceptance of benefits estoppel" bars wife's appeal, as it did her first appeal.[4] The doctrine bars an appeal by a party who voluntarily accepts the benefits of a judgment, because in accepting benefits the party elects to treat the judgment as final and correct, a position wholly inconsistent with an appeal. *Kramer v. Kastleman*, 508 S.W.3d 211, 217 (Tex. 2017) ("Litigants cannot enjoy the fruits of a judgment while simultaneously challenging its validity."); *In Interest of C.S.B*, 05-14-00856-CV, 2016 WL 7190127, at *1 (Tex. App.—Dallas Dec. 12, 2016, no pet.) ("Once a spouse affirmatively acquiesces to the judgment of divorce, and relies on it to receive

[4] *In re C.S.B. and R.D.B.*, No. 05-14-00856-CV, 2016 WL 7190127 (Tex. App.—Dallas 2016, no pet.).

benefits, that spouse is estopped from challenging the judgment's validity unless an exception to the rule applies."). Acquiescence in the final judgment by accepting benefits does not arise, however, when the appeal will have no effect on the benefits already accepted. *Kramer,* 508 S.W.3d at 218. Thus, where the previously accepted benefits are not at issue in the appeal, the doctrine does not apply. *Id.*

Here, wife challenges her entitlement to benefits that she did not receive—the sale proceeds paid to Willow Bend. Her appeal will have no impact on the net sale proceeds already distributed to her. Because the benefits already received by wife are not at issue in this appeal, we conclude acceptance of benefits estoppel does not bar wife's appeal. Having concluded wife's appeal is not barred, we turn to the merits of her complaints.

B. Standard of Review

We review post-divorce orders, including orders by which the trial court purportedly modifies a decree, for an abuse of discretion. *In re Marriage of Pyrtle*, 433 S.W.3d 152, 159 (Tex. App.—Dallas 2014, pet. denied); *DeGroot v. DeGroot,* 369 S.W.3d 918, 921–22 (Tex. App.–Dallas 2012, no pet.).[5] "A trial court abuses its discretion if it acts without reference to any guiding rules and principles

[5] Wife characterizes her appeal as challenging the trial court's jurisdiction to enter the Disbursement Order, contending it impermissibly modified the Decree. She thus asserts a de novo standard controls. The order on appeal, however, is not an amended decree but rather, the Disbursement Order, entered after an agreed order appointed a receiver to sell the property.

or acts arbitrarily or unreasonably." *DeGroot*, 369 S.W.3d at 922; *Murray v. Murray*, 276 S.W.3d 138, 143 (Tex. App.—Fort Worth 2008, pet. dism'd) (trial court abuses its discretion when it (1) acts unreasonably, arbitrarily, or without reference to any guiding rules or principles or (2) erroneously exercises its power by making a choice outside the range of choices permitted by the law).

"We construe orders and judgments under the same rules of interpretation as those applied to other written instruments." *Payless Cashways, Inc. v. Hill*, 139 S.W.3d 793, 795 (Tex. App.—Dallas 2004, no pet.); *Shultz v. Shultz*, No. 05-18-00876-CV, 2019 WL 2511245, at *3 (Tex. App.—Dallas June 18, 2019, no pet.) ("We interpret a divorce decree like any other judgment, reading the decree as a whole and 'effectuat[ing] the order in light of the literal language used' if that language is unambiguous.") (quoting *Reiss v. Reiss*, 949 S.W.2d 331, 332 (Tex. 1997)). In determining whether the Disbursement Order conflicts with the Decree, we construe each in their entirety so as to harmonize and give effect to all provisions. *Hagen v. Hagen*, 282 S.W.3d 899, 901 (Tex. 2009).

C. Allowing reimbursement of the Willow Bend Loans does not conflict with the Decree's property division

In her first issue, wife asserts that because the property division reflected in the Decree was nearly equal and the Decree does not expressly award, divide, or recognize the continuing existence of the Willow Bend Loans, allowing their collection pursuant to the Disbursement Order renders the Decree's property

division grossly unequal. Accordingly, she contends the Disbursement Order impermissibly alters the Decree's property allocation and is therefore unenforceable. Wife's argument depends on the implicit premise that either the Loans themselves or the right to collect them were extinguished by the Decree. We reject this argument.

The Decree allocated ownership of MRR and Willow Bend without adjusting or eliminating their respective debts. Pursuant to the Decree, husband was awarded Willow Bend, "including but not limited to all furniture, fixtures, machinery, equipment, inventory, cash, receivables, accounts, goods, and supplies . . . and all rights and privileges, past, present, or future, arising out of or in connection with the operation of the business." In contrast, the court determined MRR was owned jointly "by the separate estates of the husband and wife in accordance with the formation documents 50% each."[6]

Our record reveals that prior to and during trial both parties were aware of the Willow Bend Loans, and the parties' respective experts addressed the existence of the Loans. Although wife argues the experts disregarded the Loans in valuing

[6] We recognize that all property possessed by either spouse during a marriage is presumed to be community property. TEX. FAM. CODE § 3.003. The presumption is rebuttable, however, and the Decree's treatment of MRR as jointly owned separate property rests on the trial court's determination that although MRR was originally husband's separate property, during the marriage husband transferred an equal ownership in the partnership to wife. MRR was thus never community property, and we reject any argument premised on entitlement to its treatment or division as such, rather than as jointly owned separate property governed by MRR's own formative documents and the parties' agreements.

Willow Bend, she provides no evidence that such treatment for purposes of valuation extinguished the debt owed by a limited partnership to a separate professional association. Nor does she provide any legal authority for how pre-trial valuation opinions could result in the discharge of a debt, absent some agreement or an express determination by the trial court. Moreover, husband's expert opined that disregarding the debt for purposes of pretrial valuation was inappropriate if the property division resulted in a different "character" for MRR and Willow Bend, the outcome reflected by the award of Willow Bend to husband and the parties' continued joint, but separate ownership of MRR.

Further, we also observe that in valuing the entities, the Decree expressly required the parties to divide the proceeds of certain inchoate claims, for example Willow Bend's claim regarding construction defects pending in arbitration. The omission of a similar express treatment of the Willow Bend Loans indicates the Loans were not extinguished, nor was their collection subject to division upon collection. We find no support for wife's tacit contention that the Decree extinguished the Willow Bend Loans. *See, e.g., In re W.L.W.*, 370 S.W.3d 799, 803 (Tex. App.—Fort Worth 2012, no pet.) (Decree which awarded husband all "rights and privileges" in connection with specified stock, included allegedly undervalued and undisclosed rights attached to stock incident to merger agreement).

Moreover, by challenging reimbursement to Willow Bend as reimbursement to husband, Wife's argument equates Willow Bend with husband, a premise we reject. As she asserted regarding the Decree's references to the "parties" discussed below, Willow Bend, like the "Limited Partnership" and the "Limited Partners," is a legal entity distinct from husband. Awarding Willow Bend to husband does not erase its independent legal status. Thus, we conclude the Decree did not extinguish or modify Willow Bend's entitlement to recover its Loans from MRR, and, allowing such reimbursement has no impact on the property division rendered by the Decree.

Finally, to the extent wife attacks the propriety of the Disbursement Order as effecting an unequal property division by allowing reimbursement of loans she contends were extinguished, we conclude her argument presents an impermissible collateral attack on the Decree. Collateral estoppel bars re-litigating facts that were previously fully and fairly litigated, which were essential to the first judgment, if the parties were adversaries in the first proceeding. *Sysco Food Servs., Inc. v. Trapnell*, 890 S.W.2d 796, 801 (Tex. 1994); *Murray v. Murray*, 276 S.W.3d 138, 144 (Tex. App.—Fort Worth 2008, pet. dism'd) ("[R]es judicata applies to the property division in a final divorce decree, just as it does to any other final judgment, barring subsequent collateral attack even if the divorce decree improperly divided the property."). Here, division of all of wife's and husband's property, including Willow Bend and its receivables, was fully and fairly litigated. *Shearn v. Brinton-Shearn*,

No. 01-17-00222-CV, 2018 WL 6318450, at *4 (Tex. App.—Houston [1st Dist.] Dec. 4, 2018, no pet.) ("A final, unambiguous divorce decree that disposes of all marital property bars relitigation."); *Estate Land Co. v. Wiese*, 546 S.W.3d 322, 326 (Tex. App.—Houston [14th Dist.] 2017, pet. denied) ("Matters related to the final judgment (including the portion ordering net proceeds from the sale of the property follow the payment of indebtedness, including the payment to extinguish all valid mortgages, liens, and other valid encumbrances) have been fully litigated and cannot be reviewed in this appeal purportedly involving second-step orders."); *see also Tenet Health Sys. Hosps. Dallas, Inc. v. N. Tex. Hosp. Physicians Grp., P.A.*, 438 S.W.3d 190, 203 (Tex. App.—Dallas 2014, no pet.) (Issue properly raised by pleadings or otherwise, submitted for determination, and actually determined is fully and fairly litigated). Thus, we conclude wife's argument that by recognizing the continued existence of the Willow Bend Loans, the Disbursement Order modified the Decree's property division, is barred. Accordingly, we constrain our review to whether the Disbursement Order impermissibly conflicts with the Decree in other respects.

D. The Disbursement Order does not conflict with the Decree by permitting reimbursement of the Willow Bend Loans

Wife's first issue also asserts the trial court's award to Willow Bend in the Disbursement Order lacks "any basis." She argues the Decree permitted only parties to receive reimbursement from the proceeds of the sale of MRR's property, and that

Willow Bend was not a "party." Thus, according to wife, by permitting Willow Bend to receive reimbursement, the Disbursement Order conflicts with the Decree. Wife's argument reads too much into the Decree and ignores the terms of the Amended Receivership Order to which she agreed.

After rendering the Decree, the trial court retained jurisdiction to "render further orders to enforce the division of property made in the decree of divorce . . . to assist in the implementation of or to clarify the prior order." *DeGroot*, 369 S.W.3d at 922 (citing TEX. FAM. CODE § 9.006(a)). The trial court's continuing authority included issuing orders that "specify more precisely the manner of effecting the property division previously made or approved if the substantive division of property is not altered or changed." TEX. FAM. CODE § 9.006(b); *In re Marriage of Pyrtle*, 433 S.W.3d at 160.

1. The Decree did not prohibit payments from gross sale proceeds

Wife's and husband's arguments focus on whether Paragraph XVII(C) 4 of the Decree,[7] which addressed the priority of distribution of the net sale proceeds to the parties, allowed reimbursement for the Willow Bend Loans.

That paragraph provides:

[7] Wife and husband agree that Paragraph XVII(C)2 of the Decree, which provided that either party may lend to the partnership, speaks to loans that became necessary between the date of the 2014 Decree and the eventual sale of the property. We conclude, as the parties concede, that this provision has no bearing on the issue before the Court. It does not extinguish, prohibit, or provide for repayment of loans owed to Willow Bend existing as of the date of the Decree.

> Application of the Ranch Sale Net Proceeds. The parties agree that the title company handling the sale of the Ranch at closing shall distribute the Ranch Sale Net Proceeds as follows:
>
> a. Firstly, to the payment of all loans made by the parties to the Limited Partnership as contemplated by Subpart 2 above, or other advances made by the parties to or for the benefit of the Limited Partnership; and
>
> b. All remaining monies shall be split:
> □ Fifty percent (50%) to [husband]; and
> □ Fifty percent (50%) to [wife].

Wife contends this paragraph provides for payment of loans only to the parties and because Willow Bend was not a party, this provision precludes reimbursement of the Willow Bend Loans from the sale proceeds. Wife argues references to "either party" and "neither party" in other paragraphs of section C mandates a determination that "parties" means only husband and wife. Husband counters that because the Decree did not define "parties" and wife asserted third-party claims against Willow Bend and other entities, references to the "parties" in Section C included Willow Bend.

The Decree did not define "parties," nor did it suggest any defined meaning by capitalizing the term. The Decree generally referenced wife and husband by their respective names or by "husband" or "wife," but in some instances, referenced them

as the "parties."[8] Moreover, wife asserted third party claims against Willow Bend, MRR, GP, and other entities, and those claims were pending at the time of trial. The Decree, however, makes no specific reference to those claims.[9] In contrast, the Decree recognized that Al Weir, Weir Beougher Partnership, and Willowbrook Energy Partners, third parties against whom wife or husband had asserted claims, appeared at trial. Given these inconsistencies, we focus on the portions of the Decree which relate to MRR and the sale of its property.

The Decree awarded wife and husband each 49.5% of MRR and 50% interest in GP, which owned the remaining 1% of the limited partnership. The heading for paragraph XVII (C) of the Decree is "AGREEMENT TO SELL MOON RIVER RANCH." The heading for paragraph 1 is "Parties' Agreement," and every paragraph in section C recites the parties' agreement. While other parties were undeniably included in the litigation, no other parties could agree to sell property owned only by wife and husband, who in turn were the sole owners of MRR and GP. We thus conclude that "parties" in Section C of the Decree meant wife and husband and did not include Willow Bend.

[8] For instance, the Decree referenced wife and husband as the "parties" with respect to the information required "of the parties" by section 105.006(a) of the family code.

[9] The Decree, however, did include a Mother Hubbard clause, by which it finally disposed of all parties and all claims.

2. Wife and husband agreed to pay "general debts and obligations" from the gross sales proceeds prior to their respective distributions from the net

Even excluding Willow Bend as a "party" within the meaning of paragraph XVII(C), however, we find no conflict between the Decree and the Disbursement Order. Moreover, given our determination that the Disbursement Order did not modify the Decree's property division, we also conclude wife waived her objection to the Disbursement Order by agreeing to the Amended Receivership Order.

First, while the Decree provided the priority of distribution of the "Ranch Net Sales Proceeds" as between wife and husband, it did not define "Net Sales Proceeds." Instead, the Decree was silent with respect to what obligations were to be subtracted from the gross sale proceeds to reach the net. Because the Decree mandated the priority of distributions to wife and husband only from "net" proceeds, however, it necessarily required subtracting obligations not specified in the Decree to reach the net. *See Judice v. Mewbourne Oil Co.*, 939 S.W.2d 133, 137 (Tex. 1996) ("'Net proceeds' expressly contemplates deductions"). And while the Decree does not identify, itemize, or expressly prioritize satisfaction of obligations owed to persons or entities other than wife or husband, we conclude it contemplated satisfaction of those obligations by permitting distribution to wife and husband only the "net" sales proceeds.

The parties' agreement evidenced by the Amended Receivership Order conforms to this construction of the Decree. In addition to allowing a priority reimbursement for loans made by the parties after the date of the Decree as described in paragraph XVII(C) 4 of the Decree, the Amended Receivership Order authorized reimbursement of general debts and obligations from the sales proceeds:

> The title company ("Title Company") reasonably selected by the Receiver to handle the closing and settlement of the sale of the Ranch shall hold in escrow and disburse the Net Sales Proceeds[10] (a) *firstly in payment of the general debts and obligations of the Limited Partnership, the General Partner, and the Ranch,* including the Limited Partner Loans and the advances to and indebtedness and obligations of the Limited Partnership to the Limited Partners and others described in Section 5 above and in this Section 6, and (b) secondly in accordance with the respective ownership interests ("Ownership Interests") of the Limited Partners in the Limited Partnership and the General Partner. . . (emphasis added).

Thus, the Decree contemplated subtraction of unspecified obligations from the gross proceeds to determine the net, and wife and husband agreed that together with the itemized expenses subtracted from the net proceeds as defined by the Amended Receivership Order, the "general debts and obligations" of the MRR entities would also be paid before the remaining net was paid to wife and husband. As a known and existing debt owed to Willow Bend at the time the parties agreed to the Amended Receivership Order, wife accordingly agreed to allow reimbursement

[10] The Amended Receivership Order defined "Net Sales Proceeds" as "all proceeds of the sale of the Ranch, minus all mortgage indebtedness of the Limited Partnership secured by liens against the Ranch, and minus all usual, normal, and necessary costs of the sale of the Ranch, including real estate sales commissions ("Sales Commissions") not exceeding, in the aggregate, 6% of the purchase price for the Ranch.

of the Willow Bend Loans. In authorizing payment of the Willow Bend Loans and the Individual Loans, the Disbursement Order mirrored the Amended Receivership Order by directing the receiver and the title company to reimburse both sets of loans before distributing the remainder to wife and husband. The parties' express agreement to this provision in the Amended Receivership Order thus justified reimbursement for the Willow Bend Loans as provided by the Disbursement Order, and waived wife's objection to the reimbursement. *Lavizadeh v. Moghadam*, No. 05-18-00955-CV, 2019 WL 6799756, at *2 (Tex. App.—Dallas Dec. 13, 2019, no pet.) (mem. op.) (concluding appellant's agreement with procedure utilized for resolving dispute waived errors regarding use of agreed-upon procedure); *State ex rel. S.S.M.*, 05-08-00264-CV, 2008 WL 2191033, at *3 (Tex. App.—Dallas May 28, 2008, no pet.) (appellant who affirmatively agreed to relief provided in complained of order waived complaints about same order); *Baw v. Baw*, 949 S.W.2d 764, 766 (Tex. App.—Dallas 1997, no pet.) ("A party's consent to the trial court's entry of judgment waives any error, except for jurisdictional error, contained in the judgment, and that party has nothing to properly present for appellate review."); *see also Houston Laureate Associates, Ltd. v. Russell*, 504 S.W.3d 550, 567 (Tex. App.—Houston [14th Dist.] 2016, no pet.) ("Under the doctrine of invited error, a party that requests a specific action in the trial court cannot complain on appeal that the trial court committed error in granting the request.").

In support of our conclusion, we also observe the Decree's provisions regarding sale of the MRR property and the distribution of the sale proceeds are likewise incident to the parties' agreement. Indeed, every provision of the Decree addressing sale of MRR's property recited the parties' predicate agreement. Such agreement, which did not expressly include the later agreement to appoint a receiver, was therefore also subject to the parties' further and later agreement evidenced by the Amended Receivership Order. *See McLendon v. McLendon*, 847 S.W.2d 601, 608 (Tex. App.—Dallas 1992, writ denied) ("It is well established that a court may render judgment based upon an agreement of the parties that goes beyond the court's power to adjudicate in the absence of an agreement."); *see also McCollough v. McCollough*, 212 S.W.3d 638, 642 (Tex. App.—Austin 2006, no pet.) (marital property agreements incorporated into divorce decrees are "enforceable as contracts and governed by contract law.").

We conclude the trial court did not abuse its discretion in entering the Disbursement Order and overrule wife's first issue.

E. Wife waived any failure by Willow Bend to prove its entitlement to recover 100% of the Loans

In the alternative to her assertion that the Disbursement Order conflicts with the Decree, wife argues that because husband failed to prove the Willow Bend loans were approved by MRR's general partner, which was necessary to allow 100%

reimbursement pursuant to paragraph XVII(C)2,[11] husband is entitled only to 50% reimbursement. We reject this argument for two reasons.

First, as noted above, references to "the parties" in paragraph XVII(C) of the Decree did not include Willow Bend. Thus, the Decree did not prohibit full reimbursement for non-parties whose loans predated the Decree, limit reimbursement to instances when such non-party obtained GP's prior approval for a loan, or restrict reimbursement for a non-party to a "dollar-for-dollar reimbursement [for the non-party] from the Ranch Sale Net Proceeds for one-half (2) of the monies expended."

Equally as important, however, wife did not raise this argument in the trial court. We will not consider arguments raised for the first time on appeal. TEX. R. APP. P. 33.1; *In re Marriage of Lendman*, 170 S.W.3d 894, 898 (Tex. App.—Texarkana 2005, no pet.) ("If a party fails to object and bring error to a trial court's attention, error is not preserved, and the complaint is waived."); *Great N. Am. Stationers, Inc. v. Ball*, 770 S.W.2d 631, 633 (Tex. App.—Dallas 1989, writ dism'd) (refusing to consider on appeal issue "neglected" in trial court). Thus, we would not

[11] Paragraph XVII(C)2 authorized either party to lend funds to MRR, if the GP determined MRR was in need of such funds and receive full reimbursement for such loans, or, "upon presentation of cancelled checks, receipts, or other reasonably acceptable proof of payment other obligations, debt, or liability associated with the Ranch, by either of the parties," the lending party would receive a dollar-for-dollar reimbursement from the Ranch Sale Net Proceeds for one-half (2) [sic] of the monies expended on such expenses. . ."

sustain an objection to the Disbursement Order premised on this argument even if we found merit in it. We overrule Wife's second issue.

We affirm the Disbursement Order.

/Carolyn Wright/
CAROLYN WRIGHT
JUSTICE, ASSIGNED

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Court of Appeals
Fifth District of Texas at Dallas

JUDGMENT

IN THE INTEREST OF C.S.B. AND R.D.B., CHILDREN, Appellant No. 05-19-00627-CV	On Appeal from the 255th Judicial District Court, Dallas County, Texas Trial Court Cause No. DF-11-15158-S. Opinion delivered by Justice Wright. Chief Justice Burns and Justice O'Neill participating.

In accordance with this Court's opinion of this date, the judgment of the trial court is **AFFIRMED**.

It is **ORDERED** that appellee Ritchie Dean Beougher recover his costs of this appeal from appellant Mary Travis.

Judgment entered this 26th day of May 2020.