Opinion issued January 27, 2011

In The

Court of Appeals

For The

First District of Texas

NO. 01-10-00193-CV

GEORGE ALLAN BOLTON, Appellant

V.

ANGELA CAMILE BOLTON, Appellee

On Appeal from the 247th District Court
Harris County, Texas
Trial Court Case No. 1999-16099

MEMORANDUM OPINION

Appellant, George Allan Bolton, appeals from a judgment modifying his child support obligation, holding him in contempt for failure to pay child support, and granting his ex-wife, Angela Camile Bolton, appellee, a monetary award for

arrearages and attorneys fees. In four issues, George contends that the trial court abused its discretion when it modified his child support obligation without entering findings that there had been a substantial and material change in circumstances, refused to apply payments that he made in excess of his child support obligation as an offset against his future child support obligations, found him in contempt for failing to make child support payments, and awarded Angela attorney's fees. We conclude that the trial court did not abuse its discretion by determining George was not entitled to an offset for payments he agreed to make in excess of the child support order, by finding George in contempt, or by awarding attorney's fees but that it did commit reversible error by modifying George's child support obligation without making the statutorily-mandated findings. We reverse and remand the modification of the child support obligation and affirm the remainder of the trial court's judgment.

Background

In June 1999, George and Angela divorced. Two children resulted from their marriage: the first born in 1991, and the second born in 1993. During the original divorce proceedings, Angela was represented by counsel, but George was not. George and Angela agreed to the terms of the divorce, which they filed with the trial court. In the final divorce decree, the trial court designated Angela as the joint managing conservator of the two marital children with the exclusive right to

receive child support, and it ordered George to pay Angela $800 per month in support of their two children, beginning on June 1, 1999. George was further ordered to pay half of any medical expenses not paid by insurance incurred on behalf of their children.

Although the child support obligation relates to both of their two children, the final divorce decree referred only to "the child." The decree provides that the obligation terminates when:

> 1. the child reaches the age of eighteen years, provided that, if the child is fully enrolled in an accredited secondary school in a program leading towards a high school diploma, the periodic child support payments shall continue to be due and paid until the end of the month in which the child graduates;
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> 2. the child marries;
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> 3. the child dies;
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> 4. the child's disabilities are otherwise removed for general purposes; or
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> 5. [a] further order modif[ies] this child support [order].

The final divorce decree does not provide for partial termination of the support obligation.[1]

Concurrent with the final divorce decree, the parties entered into a second

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[1] "A child support order for more than one child shall provide that, on the termination of support for a child, the level of support for the remaining child or children is in accordance with the child support guidelines." TEX FAM. CODE ANN. § 154.127(a) (West 2009).

fully executed document, entitled "Agreed Stipulations Incident to Decree of Divorce" (hereafter "Agreed Stipulations"), which was filed with the trial court. George signed the Agreed Stipulations that had been drafted by Angela. The terms of Agreed Stipulations provide for the modification of George's child support obligation as follows:

> Respondent, GEORGE ALLAN BOLTON, stipulates and agrees that in the event his annual salary shall exceed $50,000.00, then in that event the Final Decree of Divorce may be modified upon motion of the Petitioner [Angela] to provide that Respondent, GEORGE ALLAN BOLTON, shall be obligated to pay and shall pay to Petitioner, ANGELA CAMILLE BOLTON, child support of $1,000.00 per month, with the further agreed proviso that in the event his annual salary shall exceed $60,000.00, then in that event the Final Decree of Divorce may be modified upon motion of the Petitioner to provide that Respondent, GEORGE ALLAN BOLTON, shall be obligated to pay and shall pay to Petitioner, ANGELA CAMILLE BOLTON, child support of $1,200.00 per month . . . .

Like the child support payment amount specified in the final divorce decree, the amounts specified in the Agreed Stipulations relate to the support of both their children. Neither the final divorce decree nor the Agreed Stipulations contains any agreement on partial termination of the child support obligation in the event that support obligation would terminate as to one child but not the other.

In 1999, when the final divorce decree was entered, George's annual income was approximately $49,000. In 2000, George's annual income exceeded $50,000. Neither the final divorce decree nor the Agreed Stipulations required George to inform Angela when his annual income increased or exceeded the specified

thresholds. That year, Angela telephoned George and inquired whether his annual salary had exceeded $50,000, which George admitted. Angela then told George that, based on the Agreed Stipulations, which had been filed with the court, he was now supposed to pay the increased amount of child support. Believing he was obligated to do so, George began paying $1,000 per month, starting mid-May 2000. Around 2002, George's annual income exceeded $60,000. Around 2004, Angela telephoned George and inquired whether his annual salary had exceeded $60,000, which George admitted. Angela again told George that, based on the Agreed Stipulations, he was supposed to pay the increased amount of child support. Believing he was obligated to do so, George began paying $1,200 per month in child support. Through 2008, the child support obligation was never modified and George never contacted the court to determine if a motion for modification had been filed.

At trial, George testified that, based on Angela's statements that he was supposed to pay the increased child support amounts, he had concluded that the child support order had been modified, as required by the Agreed Stipulations. He further testified that, had he known that there had in fact been no modification orders compelling him to pay the increased amounts, he would not have overpaid. Angela testified that, because George increased the monthly child support payments, it was unnecessary for her to file a motion to formally modify the child

support obligation. She further testified that, had George not increased the monthly child support payments to the amounts set forth in the Agreed Stipulations, she would have filed a motion to modify at that time.

Around December 2008, George mentioned to Angela that he was considering buying a car for their oldest child when he turned eighteen. In doing so, George manifested his understanding that, after their oldest child graduated high school in May 2009 and turned eighteen-years old in September 2009, his monthly child support obligation would be reduced by 50% to $600. Angela then retained counsel, who calculated, based on George's 2008 average monthly net resources, that George would owe, under the statutory guidelines: $1,596 per month in support of both children and $1,277 per month in support of one child.[2] In a letter dated March 18, 2009, Angela's counsel presented George with these new child support payment calculations. George then retained counsel and put forth, for the first time, the argument that, because the child support order was never modified, he was entitled to a credit for each excess payment. George declined to make any child support payments due on or after May 1, 2009. Through April 2009, George paid, through the Child Support Division, a total of

[2] Based on tax and pay documentation for 2008 received from George, Angela's counsel calculated George's average monthly gross income to be $9,005 ($108,060 annually) and his average monthly net income to be $6,535. After subtracting an estimated $150 for monthly health insurance, Angela's counsel determined George's average monthly net resources to be $6,385.

$35,382.18 in excess of the amount of support ordered in the final divorce decree.

On May 1, 2009, Angela filed, for the first time, a petition to modify the parent-child relationship, requesting the court to increase George's child support obligation, retroactively as of the earlier of the time of service of citation on George or George's appearance in the modification action. The petition asserts:

> The circumstances of the children or a person affected by the [child support] order have materially and substantially changed since the date of the rendition of the order to be modified, and the support payments previously ordered should be increased until the children are eighteen years of age . . . . The support payments previously ordered are not in substantial compliance with the [statutory] guidelines . . . , and the requested increase would be in the best interest of the children.

The petition does not specify which circumstances have changed or what amount would be in substantial compliance with the guidelines. However, in her supporting affidavit, Angela suggests that George's increased annual income, exceeding $100,000, constituted a material and substantial change in the circumstances of a person affected by the order. Her affidavit also provided the court with her counsel's conclusion, but not the underlying calculation, that George would owe approximately $1,600 per month in support of both children. Although she did not mention what George would owe per month in support of only one

child, based on the statutory guidelines, it would be $1,280 per month.[3] Neither her petition nor her affidavit specified a partial termination.

On July 20, 2009, Angela's attorney mailed George's attorney a letter containing an itemized list of unreimbursed medical expense payments, totaling $11,737.09, that Angela made on behalf of their children. The letter requested George pay one-half, or $5,868.55, as required by the final divorce decree. On October 14, 2009, Angela filed a motion for enforcement of child support order by contempt. In her motion, Angela claimed George was in contempt for failing to pay monthly child support payments for May through September 2009 and for failing to pay one-half of the children's unreimbursed medical expenses.

On December 15, 2009, the trial court held a bench trial on the merits of Angela's petition and motion. At trial, the parties stipulated to the admission of an exhibit entitled "Petitioner's Summary of Relief Requested," in which Angela requested the court to modify George's child support obligation, retroactive to May 15, 2009. Specifically, Angela requested a modification with a built-in step-down when their oldest child turned eighteen: for May through September 2009, she requested $1,600 per month for both children and, for October 2009 and afterwards, she requested $1,275 per month for the remaining child. The parties

[3] Under the statutory guidelines, the amount owed in support of one child is equal to 20% divided by 25%, multiplied by the amount owed in support of two children. *See* TEX. FAM. CODE ANN. § 154.125 (West 2009).

also stipulated to the admission of George's income tax information for 2006–2008, the March 18 letter from Angela's counsel to George providing calculations, based on that same information, of each requested amount, and George's year-to-date paycheck listing his 2009 annual salary as $105,000. George testified that, according to his own calculation, he should pay $1,132.27 per month for one child under the statutory guidelines. Although he did not testify as to what he should pay in support of two children, based on the statutory guidelines, it would be $1,415.34 per month.[4]

The court orally announced that it was refusing to credit George's excess payments as prepayments of future child support based on its factual findings that George "did not intend to prepay child support but was under the understanding that he was complying with" the Agreed Stipulations and that George "expressed an intent for the application of the amount [of the excess payments] in" the Agreed Stipulations.

On January 6, 2010, the trial court entered an order holding George in contempt for failure to pay child support and granting judgment for arrearages. The trial court found that George failed to pay $800 per month, as ordered in the final divorce decree, for the seven-month period of May through November 2009,

[4] Under the statutory guidelines, the amount owed in support of two children is equal to 25% divided by 20%, multiplied by the amount owed in support of one child. *See* TEX. FAM. CODE ANN. § 154.125.

which was for a $5,600 total arrearage. Accordingly, the court found that George was in contempt for each failure to pay. The trial court also found that George failed to pay his one-half of their children's unreimbursed medical expenses that amounted to $5,868.55. Accordingly, the court granted Angela a judgment for the unreimbursed medical expenses. The court also granted Angela judgment for her reasonable and necessary attorney's fees in the amount of $3,250.

The same day, the trial court entered an order modifying, for the first time, the parent-child relationship. Rather than make its own findings, the court found that "the material allegations in the petition to modify are true and that the requested modification is in the best interest of the children." The trial court stated, "IT IS ORDERED that the requested modification is GRANTED." However, the trial court's modification of George's child support obligation did not in fact conform to Angela's request.

The trial court modified George's child support obligation retroactively starting on May 1, 2009, the date on which Angela filed the motion to modify. As the court announced in its ruling at trial, it was modifying George's child support obligation, from $800 per month in support of two children to $1,200 per month in support of one child, "in conformance with the" Agreed Stipulations "that was entered." However, the Agreed Stipulations specified that the amounts of $1,000 and $1,200 per month were in support of both of their children. Moreover, Angela

never requested the trial court to modify George's child support obligation in conformance with the Agreed Stipulations. Her petition for modification was based upon a substantial and material change in circumstances, not the Agreed Stipulations; as she clarified in her supporting affidavit, this change in circumstances was the fact that George now made in excess of $100,000 annually. In her affidavit and her trial exhibit, Angela requested $1,600 in support of both children, stepped-down to $1,275 in support of the remaining child. Angela never requested $1,200 per month in support of one child.

Based on George's failure to pay $1,200 per month for the eight-month period of May through December 2009, the trial court granted Angela a cumulative judgment against George for retroactive child support in the amount $9,600. The trial court, upon a finding that good cause existed, awarded Angela judgment in the amount of $3,250 for attorney's fees, expenses, and costs. The trial court awarded Angela judgment in the amount of $5,000 for contingent attorney's fees if George pursued an appeal to the Texas Courts of Appeals and $3,500 if George filed a Writ of Error to the Supreme Court of Texas.

Standard of Review

In general, a trial court's ruling on child support will not be reversed on appeal unless there is a clear abuse of discretion. *Worford v. Stamper*, 801 S.W.2d 108, 109 (Tex. 1990); *McLane v. McLane*, 263 S.W.3d 358, 362 (Tex. App.—

Houston [1st Dist.] 2008, pet. denied). The test is whether the trial court acted arbitrarily, unreasonably, or without reference to guiding rules or principles. *McLane*, 263 S.W.3d at 362. The reviewing court must review the evidence in the light most favorable to the trial court's actions and indulge every legal presumption in favor of the order. *Id.* There is no abuse of discretion if some probative and substantive evidence supports the order. *Id.*

George contends that the evidence is both legally and factually insufficient to support the trial court's refusal to credit George's excess payments towards his future child support obligation. However, under an abuse of discretion standard, legal and factual insufficiency are not independent, reversible grounds of error; rather, they are relevant factors in assessing whether the trial court abused its discretion. *Patterson v. Brist*, 236 S.W.3d 238, 240 (Tex. App.—Houston [1st Dist.] 2006, pet. dism'd).

In an appeal of a judgment rendered after a bench trial, the trial court's findings of fact have the same weight as a jury's verdict. *In re K.R.P.*, 80 S.W.3d 669, 673 (Tex. App.—Houston [1st Dist.] 2002, pet. denied). When challenged, however, a trial court's findings of fact are not determinative unless they are supported by the record. *Id.* We review the sufficiency of the evidence supporting the challenged findings to determine whether the trial court abused its discretion in making such findings. *Id.*

Our review of a legal sufficiency issue requires us to consider only the evidence and inferences that tend to support the finding, disregarding all evidence and inferences to the contrary. *Vannerson v. Vannerson*, 857 S.W.2d 659, 666 (Tex. App.—Houston [1st Dist.] 1993, writ denied). If there is any evidence of probative force to support the finding, i.e., more than a mere scintilla, we will overrule the issue. *Id.* In reviewing a factual sufficiency issue we must consider, weigh, and examine all of the evidence that supports and contradicts the finding. *Id.* We will set aside the finding only if the evidence standing alone is too weak to support it or it is so against the overwhelming weight of the evidence that it is manifestly unjust and clearly wrong. *Id.*

Crediting Excess Payment as Child Support Offset

In his first issue, George contends that the trial court abused its discretion when it found that he was in arrears on his child support obligation because it refused to apply his excess payments as an offset against his child support obligation.

A. Applicable Law

In a trial on a "motion for enforcement of child support," the obligee has burden of establishing the existence of a child support arrearage and the obligor has the burden of establishing any offset. *See Beck v. Walker*, 154 S.W.3d 895, 904 (Tex. App.—Dallas 2005, no pet.); *see also* TEX. FAM. CODE ANN. §

157.008(d) (West 2010) (obligor may request offset for provision of actual support); *id.* § 157.262(a), (f) (arrearage may be subject to offset only as provided by title). In addition to any court-ordered, monthly child support payment obligation, a parent also has a common-law duty to support his child. *Ex parte Holloway*, 490 S.W.2d 624, 628 (Tex. Civ. App.—Dallas 1973, no writ). Accordingly, a payment from an obligor, who is not in arrears, received in an amount that exceeds the court-ordered amount may be treated as either (1) a credit against the obligor's future court-ordered child support obligation, or (2) a payment to meet the current needs of the child, for which no credit will be given. *See* TEX. FAM. CODE. ANN. § 154.014(b) (West 2009); *In re B.S.H.*, 308 S.W.3d 76, 81 (Tex. App.—Fort Worth 2009, no pet.). The express intent of the obligor as of the time he made the payment is controlling over whether the excess is to be treated as a credit or not. *See* TEX. FAM. CODE. ANN. § 154.014(a) (payments received by child support agency or local child support registry); *In re B.S.H.*, 308 S.W.3d at 79 (payments received by individual obligee). In addition, any excess payment that is "mistakenly made" is to be credited against the obligor's future child support obligation. *In re B.S.H.*, 308 S.W.3d at 81. Once an obligor's child support obligation terminates, the obligor may file a suit to recover any remaining credit. *See* TEX. FAM. CODE ANN. § 154.012(a)–(b) (West 2010); *In re B.S.H.*, 308 S.W.3d at 81; *see also In re L.K.K.*, No. 11-07-00106-CV, 2008 WL 4173742, at

*2 (Tex. App.—Eastland Sept. 11, 2008, pet. denied).

Where an obligor makes an excess payment directly to the individual obligee, "the trial court shall give effect to any expressed intent of the obligor" for the application of the excess amount. *In re B.S.H.*, 308 S.W.3d at 79. In contrast, where an obligor makes an excess payment to a child support agency or local child support registry, "the agency or registry, to the extent possible, shall give effect to any expressed intent of the obligor for the application of the" excess amount. TEX. FAM. CODE. ANN. § 154.014(a). However, "[i]f the obligor does not express an intent for the application of the [excess] amount . . . , the agency or registry shall: (1) credit the excess amount to the obligor's future child support obligation; and (2) promptly disburse the excess amount to the obligee." *Id.* § 154.014(b). Nevertheless, an agency or registry's decision to represent an arrearage or credit is not a judgment binding on a trial court. *See* TEX. FAM. CODE ANN. § 157.263(a) (West 2010) ("If a motion for enforcement of child support requests a money judgment for arrearages, the [trial] court shall confirm the amount of arrearages and render one cumulative money judgment."); *Beck*, 154 S.W.3d at 904 ("Only after the arrearage is confirmed can the [trial] judge reduce the amount of the judgment to reflect offsets . . . for actual support.") (quoting *Buzbee v. Buzbee*, 870 S.W.2d 335, 340 (Tex. App.—Waco 1994, no writ)).

B. Analysis

The trial court orally announced its findings that George "expressed an intent for the application of the amount [of the excess payments] in" the Agreed Stipulations and that George made each payment "under the understanding that he was complying with" the Agreed Stipulations. George does not dispute the trial court's finding that he "did not intend to prepay child support." Rather, he contends that each excess payment was "mistakenly made" and thus should have been credited against his future child support obligation. *See In re B.S.H.*, 308 S.W.3d at 81. We do not decide whether the Agreed Stipulations constitutes an enforceable contract; rather, we look to the Agreed Stipulations only as evidence of George's expressed intention as to the application of the excess amounts.

In the Agreed Stipulations, George voluntarily agreed to make each increased payment in the amounts specified. These specified payments were clearly intended to meet the then-current needs of his children. *See id.* George contends that he agreed to pay the increased amounts only on the condition precedent that Angela first file a motion to modify. While Angela never fulfilled this condition prior to the initiation of the proceedings below, George never insisted that Angela file a motion to modify nor did he verify with the court that such a motion had been filed. Rather, George performed in accordance with the terms the Agreed Stipulations. By performing without insisting on fulfillment of

the condition precedent, George waived the condition. *See Ames v. Great S. Bank*, 672 S.W.2d 447, 449 (Tex. 1984) (waiver of condition precedent may be inferred from conduct).

Nevertheless, George contends that he "mistakenly made" each excess payment because he incorrectly "believe[d] that there was an order compelling [him] to pay" the increased amounts.[5] While George's mistaken belief may have led him to unintentionally waive the condition precedent in the Agreed Stipulation, it does not follow that the excess payments were "mistakenly made." This is not a case of an accidental double or over payment; George clearly intended to make each excess payment in the specific amounts specified by the Agreed Stipulations. Moreover, the trial court was free to disbelieve George's testimony that he believed a modification order had been filed.

Because George expressed an intent in the Agreed Stipulations as to the increased child support payments, the child support division, to whom George made all payments, was under a statutory obligation to give effect to this expressed intent. *See* TEX. FAM. CODE ANN. § 154.014(a). However, the child support division apparently proceeded under the assumption that George had not expressed such an intent, by crediting the excess amounts as prepayments. *See id.*

[5] George intimates that his mistaken belief was the result of comments made by Angela; however, there is no evidence in the record that Angela made misrepresentations to George.

§ 154.014(b). The fact that the child support division credited George's account was not binding on the trial court. *See Beck*, 154 S.W.3d at 904. We hold that the trial court did not abuse its discretion in refusing to credit George's excess payments as an offset against his future child support obligation. *See* TEX. FAM. CODE ANN. § 154.014(b); *cf. In re B.S.H.*, 308 S.W.3d at 79 (concluding trial court did not abuse its discretion in refusing to credit excess payments where record supported findings that obligor increased amount paid as child support in lieu of obligee taking legal action to increase support, obligor intended increased payment amounts to be current child support, and obligor did not intend for excess payments to be credited as future child support at time he made payments); *In re L.K.K.*, 2008 WL 4173742, at *2 (affirming trial court's refusal to credit excess payments where record supported findings that obligor voluntarily increased amount paid concomitantly with increases in his income and, under statutory guidelines, obligor should have been paying more child support because his earnings increased).

We overrule George's first issue.

Contempt Based on Agreed Stipulations

In his third issue, George contends that the trial court erred when it found he was in contempt for failure to pay his court ordered child support based upon the amounts stated in the Agreed Stipulations. George's third issue is based on an

inaccurate premise as the trial court found that George was in contempt for failing to make child support payments in the amount of $800 per month, as ordered in the final divorce decree. The trial court did not find, nor did Angela ask the court to find, that George was in contempt for failing to make child support payments in the amount of $1,200 per month. Simply put, George complains of an action that the trial court did not take. *See* TEX. R. APP. P. 38.1(f) (appellant's brief must state issue or point of error presented for review). We hold that the trial court did not abuse its discretion by finding George in contempt for failure to pay the $800 per month ordered by the final divorce decree.

We overrule George's third issue.

Attorney's Fees

In his fourth issue, George contends that the trial court erred in awarding Angela attorney's fees. However, as George acknowledges, a court shall order a respondent to pay a movant's reasonable attorney's fees and all court costs if that court finds that the respondent failed to make child support payments. TEX. FAM. CODE ANN. § 157.167 (West 2009). George does not challenge the trial court's action applying the relevant law awarding attorney's fees in light of its other findings. Rather, his challenge to the award of attorney's fees is premised upon his prior contentions that the court erroneously failed to apply his excess payments as an offset against his child support obligation and erroneously found him in

contempt based on the Agreed Stipulations. As explained above, the trial court did not err in refusing to apply George's excess payments as an offset, and the trial court did not base its finding of contempt on the Agreed Stipulations. Accordingly, the trial court did not abuse its discretion by awarding attorney's fees. *See id.*

We overrule George's fourth issue.

Modification of Child Support Obligation

In his second issue, George contends the trial court erred when it granted Angela's petition to modify his child support obligation because it based that modification upon the parties' Agreed Stipulations and it did not enter a finding that there had been a substantial and material change in circumstances.

A. Applicable Law

Generally, a court of continuing jurisdiction over a suit affecting the parent-child relationship may modify an order of child support if (1) the circumstances of the child or a person affected by the order have materially and substantially changed since the date of the order's rendition or the date of the signing of a mediate or collaborative law settlement agreement on which the order is based, or (2) it has been three years since the order was rendered or last modified and the monthly amount of the child support award under the order differs by either 20% or $100 from the amount that would be ordered in accordance with the child

support guidelines. TEX. FAM. CODE ANN. § 156.401(a) (West 2009). An order modifying a child support obligation may accrue retroactively starting on the earlier of the date of service of citation or an appearance in the suit to modify. *See id.* § 156.401(b).

A trial court commits reversible error if (1) the amount of child support ordered by the court varies from the amount computed by applying the percentage guidelines and (2) the court does not (a) state whether the application of the guidelines would be unjust or inappropriate, (b) state in the order the monthly net resources of the obligor, (c) state in the order the monthly net resources of the obligee, (d) state in the order the percentage applied to the obligor's net resources, and (e) the specific reasons the amount of child support per month ordered by the court varies from the amount computed by applying the statutory guidelines. *Id.* § 154.130 (West 2009).

B. Analysis

Under the statutory guidelines, George was obligated to pay 25% of his monthly net resources for both of his children for the months May through September and 20% of his monthly net resources for the remaining child after September. *See* TEX. FAM. CODE ANN. § 154.125 (West 2009). According to Angela, George's child support obligation based on the statutory guidelines would be approximately $1,600 per month for two children and then $1,275 per month for

one child. According to George's trial testimony, his child support obligation based on the statutory guidelines would be approximately $1,415.34 per month for two children and $1,132.27 per month for one child.

The trial court modified George's child support obligation to $1,200 per month in support of one child, starting in May. Regardless of whether the calculations by Angela or George are correct, the trial court's modification of George's child support obligation differs from the statutory guidelines in two respects. First, for the months of May through September, the trial court ordered George to make payments in support of only one child despite the fact that the oldest child had yet to turn eighteen.[6] Second, for the months after September, the statutory guidelines would require George to pay 20% of his net monthly resources yet the $1,200 per month actually ordered represents a child support obligation of 18.8% of George's net monthly resources based on Angela's calculations and 21.2% based on George's calculations. Finding that the trial court ordered a child support obligation that varies from the amount required under the statutory guidelines and that the trial court failed to state the statutorily required findings, we conclude that the trial court committed reversible error. *Id.* § 154.130. We, therefore, remand for the trial court either to abide the statutory guidelines or to

[6] Even if we were to interpret the court's order of $1,200 per month to be in support of both children, it would nevertheless fall far short of the 25% provided for by the statutory guidelines.

make the statutorily required findings concerning Angela's petition to modify George's child support obligation.

We sustain George's second issue.

Conclusion

We reverse and remand the modification of the child support obligation and affirm the remainder of the trial court's judgment.

Elsa Alcala
Justice

Panel consists of Justices Jennings, Alcala, and Sharp.