TEXAS COURT OF APPEALS, THIRD DISTRICT, AT AUSTIN

NO. 03-14-00422-CV

William J. Cojocar, Appellant

v.

Sally Carrillo Cojocar, Appellee

**FROM THE COUNTY COURT AT LAW NO. 2 OF COMAL COUNTY,
NO. C2013-0134B, HONORABLE CHARLES A. STEPHENS, II, JUDGE PRESIDING**

M E M O R A N D U M O P I N I O N

This is an appeal from a final decree of divorce that was rendered by the trial court pursuant to a mediated settlement agreement ("MSA") reached between appellant William J. Cojocar ("William") and appellee Sally Carrillo Cojocar ("Sally").[1] According to the record, William and Sally were married in 2009 and did not have any children during their marriage. Sally filed a petition for divorce on February 4, 2013, and William subsequently filed a counter-petition for divorce. The parties mediated the case and reached an MSA on October 9, 2013. After the parties signed the MSA, Sally filed a motion to enter the final decree of divorce based on the MSA, and William filed a motion to revoke the MSA. The trial court denied William's motion to revoke, granted Sally's motion to enter, and signed the final decree of divorce. William then filed a motion for new trial, which was not explicitly ruled upon by the trial court and which William asserts in his brief that he

[1] Because the parties have the same last name, we refer to them by their first names.

withdrew ten days after filing it. In five issues in his pro se brief on appeal, William challenges all of the trial court's rulings leading to and including the entry of the final decree of divorce. We will affirm the trial court's final decree of divorce.

DISCUSSION

In the five issues he raises on appeal, William argues that (1) the trial court erred in rendering the final decree of divorce because the parties had not complied with section 6.602 of the Texas Family Code; (2) the trial court erred by denying his motion to revoke the MSA and failing to consider evidence of fraud and duress in the mediation process; (3) his trial counsel provided ineffective assistance; (4) the trial court erred in denying his motion to withdraw consent to the MSA; and (5) the trial court erred in denying his objection to entry of the final decree of divorce. We will address the issues below.

Trial Court's Rendition of Divorce Decree

We consolidate William's first, second, fourth, and fifth issues because those issues are based on the same arguments and complain about the same ultimate determination of the trial court, which was the denial of William's motion to revoke the MSA and the consequent rendition of the divorce decree pursuant to the MSA.[2] In his motion to revoke the MSA, William requested

[2] In the title of his fourth issue, William references a "motion to withdraw consent to the mediated settlement agreement." We interpret the issue as challenging the denial of his motion to revoke the MSA because there is no motion to withdraw consent to the MSA in the record, all other references he makes to the motion other than the title of the issue are references to the motion to revoke, and a motion to withdraw consent would request the same relief—the setting aside of the MSA—as a motion to revoke.

that the trial court set aside the MSA because, he argued, the parties did not enter into a written agreement and obtain a court referral to mediate pursuant to 6.602(a) of the Texas Family Code and because the MSA "was obtained by fraud." *See* Tex. Fam. Code § 6.602(a). He makes the same arguments in his brief.

Whether a mediated settlement agreement complies with the requirements of the Texas Family Code is a question of law that we review de novo. *See Spiegel v. KLRU Endowment Fund*, 228 S.W.3d 237, 241 (Tex. App.—Austin 2007, pet. denied); *see also Betts v. Betts*, No. 14-11-00267-CV, 2012 WL 2803750, at *2 (Tex. App.—Houston [14th Dist.] July 10, 2012, pet. denied) (mem. op.). We review a trial court's decision not to set aside an MSA for abuse of discretion. *Triesch v. Triesch*, No. 03-15-00102-CV, 2016 WL 1039035, at *1 (Tex. App.—Austin Mar. 8, 2016, no pet.) (mem. op.); *R.H. v. Smith*, 339 S.W.3d 756, 765 (Tex. App.—Dallas 2011, no pet.). A trial court does not abuse its discretion if there is some substantive, probative evidence to support its decision. *Triesch*, 2016 WL 1039035, at *1; *Granger v. Granger*, 236 S.W.3d 852, 855–56 (Tex. App.—Tyler 2007, pet. denied). A party is entitled to judgment on an MSA if the agreement meets the requirements of section 6.602 of the Texas Family Code. *See* Tex. Fam. Code § 6.602(c); *Triesch*, 2016 WL 1039035, at *1. However, a court is not required to enforce an MSA if the MSA is illegal in nature or was procured by fraud, duress, coercion, or other dishonest means. *Triesch*, 2016 WL 1039035, at *1; *Spiegel*, 228 S.W.3d at 242. We will address each of William's arguments separately below. In addition, we will also separately address an argument William raises within his first issue about the payment of taxes.

A. Compliance with Texas Family Code

The governing statute for mediated settlement agreements in divorce suits is section 6.602 of the Texas Family Code. Section 6.602 states, in relevant part:

> (a) On the written agreement of the parties or on the court's own motion, the court may refer a suit for dissolution of marriage to mediation.
>
> (b) A mediated settlement agreement is binding on the parties if the agreement:
>
> (1) provides, in a prominently displayed statement that is in boldfaced type or capital letters or underlined, that the agreement is not subject to revocation;
>
> (2) is signed by each party to the agreement; and
>
> (3) is signed by the party's attorney, if any, who is present at the time the agreement is signed.
>
> (c) If a mediated settlement agreement meets the requirements of this section, a party is entitled to judgment on the mediated settlement agreement notwithstanding Rule 11, Texas Rules of Civil Procedure, or another rule of law.

Tex. Fam. Code § 6.602(a)–(c).

William contends that the trial court erred in failing to set aside the MSA and in rendering the final decree of divorce when, he argues, "the parties had not complied fully with section 6.602 of the Texas Family Code" because they did not enter into a written agreement and obtain a court referral to participate in mediation pursuant to subsection (a). William acknowledges that the parties willingly agreed to participate in mediation but argues that in order to be entitled to judgment on the MSA under subsection (c), the parties must have obtained a trial court's referral to mediation pursuant to subsection (a) because subsection (a) constitutes one of the "requirements of

th[e] section." *See id.* (a), (c). William's issue requires us to interpret the provisions in section 6.602. We review questions of statutory construction de novo. *In re Lee*, 411 S.W.3d 445, 450 (Tex. 2013). Our fundamental objective in interpreting a statute is to determine and give effect to the legislature's intent, and the plain language of the statute is the best guide. *Id.* at 451. We consider the provision at issue as well as the statute as a whole. *Id.*

Here, the plain language of section 6.602(a) states only that the trial court *may* refer a divorce suit to mediation based on a written agreement between the parties or the court's own motion. *See* Tex. Fam. Code § 6.602(a). Use of the term "may" in statutes is usually construed as permissive, while the use of the term "shall" is usually construed as mandatory. *See* Tex. Gov't Code § 311.016(1), (2) ("'[m]ay' creates discretionary authority or grants permission or a power," while "'[s]hall' imposes a duty"); *Valles v. Texas Comm'n on Jail Standards*, 845 S.W.2d 284, 288 (Tex. App.—Austin 1992, writ denied); *Inwood N. Homeowners' Ass'n v. Meier*, 625 S.W.2d 742, 744 (Tex. Civ. App.—Houston [1st Dist.] 1981, no writ); *see also Helena Chem. Co. v. Wilkins*, 47 S.W.3d 486, 493 (Tex. 2001) ("While Texas courts have not interpreted 'must' as often as 'shall,' both terms are generally recognized as mandatory, creating a duty or obligation."). The provision does not use the terms "shall" or "must" and does not otherwise make mention of *requiring* a referral to mediation from the trial court before an MSA is binding on the parties or before parties are entitled to judgment on the MSA. Further, the provision states nothing about prohibiting parties from informally agreeing to mediate their dispute. Moreover, if the legislature had intended to make a court referral mandatory for a binding MSA and for judgment to be rendered on the MSA, it would have included a court referral within subsection (b), where it explicitly lists

the requirements for a binding MSA. *See In re M.N.*, 262 S.W.3d 799, 802 (Tex. 2008) (courts presume that legislature acts with purpose in including or omitting words from statute).

One of our sister courts has addressed the same argument made with respect to an almost identical provision in the family code and held that the provision did not create a requirement for a court referral to mediation as a condition for an MSA to be binding. *See In re J.A.W.-N.*, 94 S.W.3d 119, 120–21 (Tex. App.—Corpus Christi 2002, no pet.). In *J.A.W.-N.*, the family-code provision addressed by the trial court was section 153.0071(c), which states that "[o]n the written agreement of the parties or on the court's own motion, the court may refer a suit affecting the parent-child relationship to mediation." *See* Tex. Fam. Code § 153.0071(c); *J.A.W.-N.*, 94 S.W.3d at 121. The provision is identical to the provision at issue in this case with the exception that it refers to a suit affecting the parent-child relationship rather than a suit for dissolution of marriage. *See* Tex. Fam. Code § 153.0071(c). In deciding that the provision in *J.A.W.-N.* did not create a requirement of a court referral to mediation before an MSA was binding on the parties, the court noted that "[s]uch a requirement would have a chilling effect on the mediation process." *J.A.W.-N.*, 94 S.W.3d at 121.

On the other hand, another one of our sister courts has addressed the same argument and the same statute at issue in this case and concluded that the statute here is distinguishable from the statute in *J.A.W.-N* and that the provision in section 6.602(a) is in fact a requirement that must be met before parties are entitled to judgment on an MSA. *See Lee v. Lee*, No. 10-03-00182-CV, 2004 WL 1794473, at *1–2 (Tex. App.—Waco Aug. 11, 2004, pet. denied) (mem. op.). The *Lee* court points out that subsection (c) of the statute in this case states that a party is entitled to judgment

on an MSA if the MSA meets "the requirements of *this section*," while subsection (e) of section 153.0071 states that a party is entitled to judgment on an MSA if the MSA meets "the requirements *of Subsection (d)*," which is identical to subsection (b) in the statute in this case. *See* Tex. Fam. Code §§ 6.602, 153.0071 (emphases added).

However, we must respectfully disagree with the *Lee* court's analysis and conclusion. Although section 153.0071(e) refers specifically to the three requirements for a binding MSA in subsection (d), the lack of a specific reference to subsection (b) in the statute in this case does not render all other provisions in the statute "requirements" when the plain language in the other provisions makes clear that they are not requirements. As we have explained, the plain language of subsection (a) merely permits a trial court to refer a case to mediation. It does not make a trial-court referral a requirement or prohibit parties from informally agreeing to mediate their dispute. Subsection (c) refers only to "the requirements of this section," and the only requirements in the section are the ones listed in subsection (b). *See, e.g.*, *Milner v. Milner*, 361 S.W.3d 615, 617 (Tex. 2012) (citing only to section 6.602(b) and stating that "[t]he Texas Family Code provides for a mediated settlement agreement that ostensibly cannot be revoked after its execution provided certain formalities are followed."); *Elsik v. Elsik*, No. 04-10-00705-CV, 2011 WL 2473088, at *2 (Tex. App.—San Antonio June 22, 2011, no pet.) (mem. op.) ("A mediated settlement agreement that meets the requirements of section 6.602(b) is binding, and a party is entitled to judgment on [it]."); *Beltran v. Beltran*, 324 S.W.3d 107, 110 (Tex. App.—El Paso 2010, no pet.) ("The agreement in this case meets the statutory criteria [in section 6.602(b)] and was not subject to revocation."); *Brooks v. Brooks*, 257 S.W.3d 418, 422 (Tex. App.—Fort Worth 2008, pet. denied) ("[A] mediated

settlement agreement that meets the requirements of section 6.602(b) is binding, and a party is entitled to judgment on the agreement."); *Spiegel*, 228 S.W.3d at 241–43 (as long as requirements in section 6.602(b) are met, MSA is immediately binding, even if never incorporated into final divorce decree); *Mullins v. Mullins*, 202 S.W.3d 869, 876 (Tex. App.—Dallas 2006, pet. denied) ("If a mediated settlement agreement meets these requirements [in section 6.602(b)] then a party is entitled to judgment on the mediated settlement agreement.").

William does not contend that the MSA does not meet the requirements of section 6.602(b), and the MSA shows that all requirements were met. Specifically, both parties and their attorneys signed the MSA, and both parties initialed each page of the agreement. Further, the MSA states in capital, underlined, bold-faced letters that it is not subject to revocation, that it is binding on all parties, that each party is entitled to judgment based on it, and that it was reviewed by the parties and their attorneys before they signed it. In addition, the MSA states that the parties signed it "to memorialize the terms of their settlement *in accordance with Sections 6.602* [and other provisions]." (Emphasis added.)

William's assertion that a formal court referral to mediation is required for an MSA to be binding is also inconsistent with the public policy and purpose of mediation, which is to allow parties to reach agreements, settle their affairs as they see fit, and keep their disputes out of the courtroom. *See Barina v. Barina*, No. 03-08-00341-CV, 2008 WL 4951224, at *4 (Tex. App.—Austin Nov. 21, 2008, no pet.) (mem. op.); *In re Marriage of Joyner*, 196 S.W.3d 883, 889 (Tex. App.—Texarkana 2006, pet. denied). The Fourteenth District Houston Court of Appeals has explained the importance of the enforceability of MSAs as follows:

> [T]he purpose of alternative dispute measures is to keep parties out of the courtroom. Where a mediated settlement agreement is not summarily enforceable, the trial court is then faced with litigating the merits of not only the original action but also the enforceability of the settlement agreement, thereby generating *more*, not less, litigation. Enforcing mediated agreements as of the time they are entered rather than later also encourages parties to avail themselves of mediation by giving them greater assurance of a prompt and final resolution. Further, parties are more likely to mediate in good faith if they know their agreement will be enforced. Therefore, effecting the plain meaning of section 6.602 is supported by public policy.

Cayan v. Cayan, 38 S.W.3d 161, 166 (Tex. App.—Houston [14th Dist.] 2000, pet. denied) (internal citations omitted). Consistent with this public policy, an MSA under section 6.602 is more binding than a basic written contract because nothing either party does will modify or void the agreement once the parties have signed it. *See Koelm v. Koelm*, No. 03-10-00359-CV, 2011 WL 2162879, at *3 (Tex. App.—Austin June 2, 2011, no pet.) (mem. op.); *Joyner*, 196 S.W.3d at 889. Unilateral withdrawal of consent does not negate the enforceability of an MSA in divorce proceedings. *Koelm*, 2011 WL 2162879, at *3; *Mullins*, 202 S.W.3d at 876.

According to William's interpretation, parties could invalidate an MSA and start the litigation process over due to a lack of a formal referral to mediation even though they willingly participated in mediation and reached an agreement that complied with all the requirements in subsection (b). To avoid this possibility, parties would have to take an additional step in obtaining a formal court referral to mediation, thus adding further court involvement to the settlement process. Further, as in this case, there is no concern that parties did not in fact agree to participate in mediation when they have a properly executed MSA that shows on its face that they did.

Given the plain language of section 6.602 and the public policy in favor of the enforceability of mediated settlement agreements, we are unpersuaded by William's argument that the lack of a written agreement to mediate invalidates the properly executed MSA in this case.[3]

B. Fraudulent Inducement

In his second argument, William contends that the trial court "failed to consider evidence that [he] was fraudulently induced into signing the MSA, and did so under duress." William lists several alleged fraudulent actions, threats, and "intimidation tactics" on the part of Sally or her attorney that allegedly occurred before and during mediation. At the hearing on William's motion to revoke the MSA, William's attorney raised the fraud claim and discussed with the trial court whether he should put on evidence of fraud in that hearing or wait to offer it in a later

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[3] As part of his first issue, William also argues that the trial court erred in not permitting him to present evidence that he was a victim of family violence. However, a review of the record shows that William did not raise this issue in the trial court. Rather, Sally's attorney stated at the hearing that "[t]here [wa]s no allegation of family violence," and William's attorney did not refute the statement, nor did William or his attorney raise the issue of family violence or attempt to introduce evidence with respect to family violence. Accordingly, William waived error on this issue. *See* Tex. R. App. P. 33.1(a) (to preserve error for appeal, record must show that complaint was made to trial court and that trial court ruled on request or refused to rule). Even if William had not waived the issue, he cites only to section 153.0071(e-1) regarding his family-violence allegation, and that section addresses only suits affecting parent-child relationships. *See* Tex. Fam. Code § 153.0071(e-1) (providing that court may decline to render judgment on mediated settlement agreement in suit affecting parent-child relationship if court finds that party to agreement was victim of family violence that impaired party's ability to make decisions and that agreement is not in child's best interest). This case does not involve children and thus does not fall within section 153.0071. Further, there is no provision similar to section 153.0071(e-1) in the statute at issue in this case, which governs divorce suits. *See id.* § 6.602. The provision involving family-violence allegations in section 6.602 addresses only a party's ability to file an objection to a court's *referral* of a case to mediation based on a family-violence allegation and mentions nothing about such an allegation's affect on an MSA. *See id*.

hearing after filing a motion for new trial. The discussion among the trial court and the attorneys on this issue consisted of the following:

> William's Counsel: Judge, the other basis of the Motion to Revoke was an allegation of fraud based on adultery. There was an interrogatory served wherein the response to that was in the negative. Since then there was newly discovered evidence that might refute that. I think I can bring that up either today in my Motion to Revoke or I can bring it up later. I have to call a witness to do it. It's hard for me to do it without having full response to the subpoena, but nonetheless I have a witness here that I would like to call on that point today otherwise I have to do it on the Motion for New Trial. I'm willing to do it either way. I think the appellate court allows me to do it either on my Motion to Revoke or my Motion for New Trial. I'll let the Court tell me.
>
> Sally's Counsel: May I respond, Judge?
>
> Court: Yes, sir.
>
> Sally's Counsel: Judge, I'd prefer if he's going to file a Motion for New Trial that he do that. The provisions on Page 4 of the mediated agreement sets—states specifically that no further litigation shall occur other than the signing and the filing of the final order incorporating this mediated settlement—
>
> Court: Page 4?
>
> Sally's Counsel: Page 4 of the mediated agreement. At the top of the page it says outstanding motions . . . dismissed.
>
> Court: That's what I was looking for. I think what I would rather do, [William's counsel], is go ahead and sign—is take care of the decree today. If you want to file a Motion to Withdraw [sic] you're certainly welcome to do that. We'll go ahead and hear that testimony.
>
> William's Counsel: I understand that, Judge. Procedurally I think that well may be the—since it is based on newly discovered evidence I do

	believe that that's probably the correct way to do it. I do have a witness under subpoena to be here today, which is directly on that point . . . I prefer not to resubpoena him to be here when it comes time to do the Motion for New Trial. That's my preference.
Court:	I don't have a date. I don't have a motion filed.
William's Counsel:	I understand. So resubpoena him is what you're telling me?
Court:	I don't have a specific rule. I appreciate you being prepared, but I think that's probably what you're going to have to do.
William's Counsel:	The reason I'm prepared is because the case law is not clear on when I'm supposed to do it. Now, I think I have a way on the Motion for New Trial is totally an appropriate time to do it. Once the decree is entered I'm not sure how you bring up newly discovered evidence until after an order is entered. But once again, it's a fraudulent inducement argument with regard to the MSA, which is why I have raised it in the Motion to Revoke.
	. . . .
Court:	We'll take a look at that when you're ready on your Motion for New Trial if you choose to file it we'll proceed with that. Let's talk about the decree. I don't have a copy of that.

William's attorney did not raise the issue of fraud again during the hearing. The record shows that William did not object to the trial court's decision not to hear the evidence, nor did he make an offer of proof in order to put the evidence in the record. Accordingly, there is no evidence of fraud in the record for our review, and William has waived error on this issue. *See* Tex. R. App. P. 33.1(a) (party's failure to timely object to alleged error waives complaint on appeal); *Akin v. Santa Clara Land Co.*, 34 S.W.3d 334, 339 (Tex. App.—San Antonio 2000, pet. denied) (failure to make offer of proof of excluded testimony waives complaint about excluded evidence on appeal).

We further note that the record shows that William did in fact file a motion for new trial after the trial court rendered the divorce decree, but according to his brief, he withdrew the motion ten days after filing it and did so based on advice from his trial counsel. To the extent that he alleges ineffective assistance of his trial counsel with respect to this issue, we address the allegation along with his other allegations of ineffective assistance in the final issue below.

C. Payment of Taxes

Within his first issue, William argues that the trial court erred in not deleting certain tax language from the divorce decree before rendering the decree. Specifically, he asserts that language in the decree regarding the parties' payment of the 2012 and 2013 federal income taxes should have been "removed, due to it not being discussed, addressed, or agreed upon during the Mediated Settlement Agreement." He contends that his trial counsel raised the issue at the hearing below and that the trial court improperly denied his request to remove the language. However, the record shows that the parties agreed in the MSA to the tax language in the decree and that although William's trial counsel made a request in the trial court regarding the 2012 and 2013 taxes, he was not requesting that language be deleted but was requesting the addition of language that was not in the MSA.

Specifically, with respect to the 2012 and 2013 income taxes, the MSA states:

> Decree shall include language that the parties shall file separate income tax returns for the 2012 and 2013 tax years. Each party shall claim their own income and their own withholding either before or after the date of divorce. Each party shall be solely responsible for their own income tax liability and receive their own refund.

Consistent with the quoted provision in the MSA, the divorce decree states that for 2012 and 2013, each party was responsible for filing an individual income tax return and reporting his or her own income and withholding, and each party was entitled to his or her own refund. Thus, the language in the divorce decree matches the terms agreed upon in the MSA.

Further, the request made by William's trial counsel at the hearing was not that the trial court delete the 2012 and 2013 tax language from the decree but rather that the trial court add language stating that the 2013 tax returns had already been filed by the parties. Specifically, the following exchange occurred:

William's Counsel:	[T]here's a . . . paragraph that says it's ordered that each party shall furnish such information to file the 2012 and 2013 returns. The 2013 return has already been filed. So what I wanted to do is note in the decree that the return had actually already been filed.
Court:	What does the MSA say?
William's Counsel:	I don't think it actually specifically addresses that issue of filing.
Court:	I'm not going to add anything especially regarding taxes. If it's agreed to that's fine. If it's not agreed to, then I'm certainly not going to add it.
	. . . .
William's Counsel:	I just wanted it noted that the returns have been filed . . . There's a lot of language in here that's not—I don't have an objection to it necessarily.
Court:	It doesn't appear that it's outside of the compliance with the MSA in the sense that—is there a problem with the 2012 taxes that you're aware?
Sally's Counsel:	Not that I am aware of, Judge.

Court:	So at this time it seems that the very least we have an agreement with the—the parties are in compliance with the divorce decree when it comes to the 2012 taxes.
William's Counsel:	That's correct.
Court:	Is that your understanding, [Sally's counsel]?
Sally's Counsel:	Yes.
Court:	So I am not going to change it. I'll leave it alone.

Based on the record, William's assertion that the trial court failed to delete language regarding the 2012 and 2013 taxes after being asked to do so is incorrect. The record shows that William did not raise the issue in the trial court and therefore waived it. *See* Tex. R. App. P. 33.1(a) (to preserve error for appeal, record must show that complaint or request was made to trial court and that trial court ruled on request or refused to rule). Accordingly, we are unpersuaded by his arguments. We further note that even if William had raised a request for additional language, a trial court has no authority to render judgment on terms different from those provided in an MSA. *See Milner*, 361 S.W.3d at 616; *Crowson v. Crowson*, No. 03-11-00795-CV, 2013 WL 6665022, at *7 (Tex. App.—Austin Dec. 13, 2013, pet. denied) (mem. op.); *Joyner*, 196 S.W.3d at 890–91.

Ineffective Assistance of Trial Counsel

In the final issue (the third issue raised in his brief), William sets forth several ways in which his trial attorney allegedly "misrepresented" him during and after the trial court granted the divorce. However, it is well established that the right to effective assistance of counsel does not extend to purely civil cases, including divorce cases. *See Blair v. McClinton*, No. 01-11-00701-CV,

2013 WL 3354649, at *2 (Tex. App.—Houston [1st Dist.] July 2, 2013, pet. denied) (mem. op.); *Ashraf v. Ashraf*, No. 03-11-00467-CV, 2012 WL 1948347, at *5 (Tex. App.—Austin May 24, 2012, no pet.) (mem. op.); *Chrisman v. Chrisman*, 296 S.W.3d 706, 707 (Tex. App.—El Paso 2009, no pet.); *Sanchez v. Sanchez*, No. 04-06-00469-CV, 2007 WL 1888343, at *5 (Tex. App.—San Antonio July 3, 2007, pet. denied) (mem. op.); *Green v. Kaposta*, 152 S.W.3d 839, 844 (Tex. App.—Dallas 2005, no pet.). Although there is an exception to this rule for cases involving the termination of parental rights, *see In re M.S.*, 115 S.W.3d 534, 544 (Tex. 2003), the case before us does not fall within that exception. Because the doctrine of ineffective assistance is inapplicable to this case, we overrule this issue.

CONCLUSION

Having overruled all of William's issues, we affirm the trial court's final decree of divorce.

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Cindy Olson Bourland, Justice

Before Justices Puryear, Pemberton, and Bourland

Affirmed

Filed: June 16, 2016