

GRIMES COUNTY COURT AT LAW STANDING ORDER
REGARDING THE CHILD, PROPERTY AND
CONDUCT OF THE PARTIES

EFFECTIVE MARCH 26, 2018

THIS GRIMES COUNTY COURT AT LAW STANDING ORDER REGARDING THE CHILD, PROPERTY AND CONDUCT OF THE PARTIES IS BINDING ON (1) THE PARTIES, (2) THE PARTIES' OFFICERS, AGENTS, SERVANTS, EMPLOYEES, AND ATTORNEYS, AND (3) ANY OTHER PERSON WHO ACTS IN CONCERT WITH THE PARTIES OR THEIR AGENTS AND WHO RECEIVES ACTUAL NOTICE OF THESE ORDERS, AND IS ENFORCEABLE BY CONTEMPT OF COURT, INCLUDING FINE AND/OR IMPRISONMENT.

In this Standing Order, the term "child" includes each child, whether one or more, who is a subject of this suit while that child is under the age of eighteen years and not otherwise emancipated.

No party to this lawsuit has requested this order. Rather, this order is a standing order of Grimes County Court at Law that applies in every divorce suit and in every suit affecting the parent-child relationship filed in The Grimes County Court at Law. The Grimes County Court at Law has adopted this order because the parties and their child should be protected, and their property preserved while the lawsuit is pending. The terms "party" and "parties," as used in this Order does not include the Attorney General of Texas. Therefore, **IT IS ORDERED**, effective, March 26, 2018:

1. **NO DISRUPTION OF CHILD.** Unless there is a written agreement of all parties or an order of the Court, both parties are **ORDERED** to refrain from doing the following acts concerning a child who is the subject of this case:
 - 1.1. Removing the child from the State of Texas, acting directly or in concert with others; or, unless by agreement of the parties or on a court-approved interstate vacation.
 - 1.2. Disrupting or withdrawing the child from enrollment in the school or daycare facility where the child is presently enrolled.
 - 1.3. Hiding or secreting the child from the other parent.
 - 1.4. Disturbing the peace of the child.
 - 1.5. Making disparaging remarks regarding the other party or the other party's family in the presence or within the hearing of the child or on any form of social media.
 - 1.6. Discussing any litigation concerning the child in the presence or within the hearing of the child or on any form of social media.
 - 1.7. If this is an original divorce action, allowing anyone with whom the party has a dating relationship to be in the same dwelling or on the same

premises overnight while in possession of the child. Overnight is defined from 10:00 p.m. until 7:00 a.m.

2. **CONDUCT OF THE PARTIES DURING THE CASE.** Both parties are **ORDERED** to refrain from doing the following acts:

- 2.1. Using vulgar, profane, obscene or indecent language, in a coarse or offensive manner to communicate with the other party, whether in person, or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging.
- 2.2. Threatening the other party in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging to take unlawful action against any person.
- 2.3. Placing one or more telephone calls anonymously, or at any unreasonable hour, or in an offensive or repetitious manner without a legitimate purpose of communication.
- 2.4. Threatening or causing bodily injury to the other party or parties or a child of any party.
- 2.5. Disturbing the peace of the other party.
- 2.6. Canceling, altering, failing to renew or paying premiums on, or in any manner affecting the level of coverage of any policy of insurance providing health care or dental coverage for the child which policy was in effect and/or was court ordered at the time this suit was filed.

3. **ELECTRONIC DATA AND SOCIAL NETWORK.** Both parties are **ORDERED** to refrain from doing the following acts:

- 3.1. Destroying, disposing of, or alternating any e-mail, text messages, video messages, or chat messages or other electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.
- 3.2. Modifying, changing, or altering the native format or metadata of any electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.
- 3.3. Deleting any data or content from any social network profile used or created by either party or a child of the parties.
- 3.4. Using any password or personal identification number to gain access to the other party's e-mail account, bank account, social media account, or any other electronic account.

4. **PRESERVATION OF PROPERTY AND USE OF FUNDS DURING DIVORCE CASE.** If this is a divorce case, both parties to the marriage are **ORDERED** to refrain from doing the following acts relating to the property of one or both parties:

- 4.1. Destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both parties.
- 4.2. Misrepresenting or refusing to disclose to the other party or to the Court, on proper request, the existence, amount, or location of any tangible or intellectual property of one or both parties, including electronically stored or recorded information.
- 4.3. Damaging or destroying the tangible or intellectual property of one or both parties, including electronically stored or recorded information and including any document that represents or embodies anything of value.
- 4.4. Tampering with the tangible or intellectual property of one or both parties, including electronically stored or recorded information and including any document that represents or embodies anything of value, and causing pecuniary loss to the other party.
- 4.5. Selling, transferring, assigning, mortgaging, encumbering or in any manner alienating any of the property of one or both parties, whether personal property, real property, or intellectual property and whether separate or community, except as specifically authorized by this order.
- 4.6. Incurring any indebtedness, other than legal expenses in connection with this suit, except as specifically authorized by this order.
- 4.7. Making withdrawals from any checking or savings account in any financial institution for any purpose except as authorized by this order.
- 4.8. Spending any money in either party's possession or subject to either party's control for any purpose, except as specifically authorized by this order.
- 4.9. Withdrawing or borrowing in any manner for any purpose from any retirement, profit-sharing, pension, death, employee benefit plan, employee savings plan, individual retirement account or Keogh account of either party, except as specifically authorized by this order.
- 4.10. Withdrawing, transferring, assigning, encumbering, selling, or in any other manner alienating any funds or assets held in any brokerage account, mutual fund account, or investment account by one or both parties, regardless of whether the funds or assets are community or separate property and whether the accounts are self-managed or managed by a third party, except as specifically authorized in this order.
- 4.11. Signing or endorsing the other party's name on any negotiable instrument, check, or draft, including a tax refunds, insurance payments, and dividends, or attempting to negotiate any negotiable

instrument payable to the other party without the personal signature of the other party.

- 4.12. Taking any action to terminate or limit credit or charge cards in the other party's name.
- 4.13. Entering, operating, or exercising control over the motor vehicle in the possession of the other party.
- 4.14. Discontinuing or reducing the withholding for federal income taxes on wages or salary while this suit is pending.
- 4.15. Terminating or in any manner affecting the service of water, electricity, gas, telephone, cable television, or any other contractual services, including security, pest control, landscaping, or yard maintenance at the other party's residence or in any manner attempting to withdraw deposits for these services.
- 4.16. Entering any safe-deposit box in the name of or subject to the control of one or both parties, whether individually or jointly with others.
- 4.17. Opening or diverting mail or e-mail or any other electronic communication addressed to the other party.

5. **PERSONAL AND BUSINESS RECORDS IN DIVORCE CASE.** If this is a divorce case, both parties to the marriage are **ORDERED** to refrain from doing the following acts:

- 5.1. Concealing, destroying, disposing of, or altering any family records, property records, business records or any records of income, debts, or other obligations. Concealing, destroying, disposing of, or altering any financial records of the parties, including, but not limited to any canceled checks, any deposit slips, any records from a financial institution, any records of credit purchases, any records of cash advances, any tax returns or any financial statements.
- 5.2. Falsifying any writing or record, including an electronic record, relating to the property of either party.
- 5.3. "Records" include emails or other digital or electronic data wherever stored.

6. **INSURANCE IN DIVORCE CASE.** If this is a divorce case, both parties to the marriage are **ORDERED** to refrain from doing the following acts:

- 6.1. Withdrawing or borrowing in any manner all or part of the cash surrender value of life insurance policies on the life of either party or a child of the parties.
- 6.2. Changing or in any manner altering the beneficiary designation on any life insurance on the life of the parties or their child.
- 6.3. Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit

was filed of, any life, casualty, automobile, or health insurance policies insuring the parties' property or person or their child.

7. **SPECIFIC AUTHORIZATIONS IN DIVORCE CASE.** If this is a divorce case, both parties to the marriage are specifically authorized to do the following:
 - 7.1. To engage in acts reasonable and necessary to conduct their usual business. To make expenditures and incur indebtedness for reasonable attorney's fees and expenses in connection with this suit.
 - 7.2. To make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation and medical care.
 - 7.3. To make withdrawals from accounts in financial institutions only for the purposes authorized by this order.

8. **SERVICE AND APPLICATION OF THIS ORDER.**
 - 8.1. The Petitioner shall attach a copy of this order to the original petition and to each copy of the petition prior to filing same with the District Clerk.
 - 8.2. This order is effective upon the filing of the original petition and shall remain in full force and effect as a temporary restraining order for fourteen days after the date of the filing of the original petition. If no party contests this order by presenting evidence at a hearing requested and heard on or before fourteen days after the date the original petition is filed, this order shall continue in full force and effect as a temporary injunction until further order of the court. This order will terminate and will no longer be effective once the court signs a final order.

9. **EFFECT OF OTHER COURT ORDERS.** If any part of this order is different from any part of a protective order or temporary restraining order that has already been entered or is later entered, the protective order/ temporary restraining order provisions prevail.

10. **MEDIATION ON TEMPORARY ORDERS.** Family law cases sometimes require that certain temporary decisions be made while the case is pending. These decisions can be made by agreement of the parties or by the judge after a formal hearing. If the parties cannot reach an agreement on their own (with or without the help of attorneys), both parties are **ORDERED** to participate in a "mediation" (a settlement meeting conducted with the help of a trained person called a "mediator") before requesting a hearing. ***The parties are encouraged to agree on a person to serve as mediator.*** Otherwise the following is appointed mediator:

DISPUTE RESOLUTION CENTER

1737 Briarcrest Drive, Suite 11,

Bryan, Texas 77802


Telephone: (979) 822-6947

It is **FURTHER ORDERED** that, unless otherwise ordered by the Court, or the parties agree otherwise in writing, the Mediator's fees shall be borne equally by the parties, shall be paid by the parties directly to the Mediator and may, upon hearing, be taxed as costs of court. Upon good cause shown, the terms of this section 10 may be modified by Court Order.

11. **BOND WAIVED.** It is **ORDERED** that the requirement of a bond is waived.

THE GRIMES COUNTY COURT AT LAW STANDING ORDER REGARDING THE CHILD, PROPERTY AND CONDUCT OF THE PARTIES IS EFFECTIVE MARCH 26, 2018 FOR ALL CASES FILED IN THE GRIMES COUNTY COURT AT LAW.

SIGNED THIS THE 23RD DAY OF MARCH, 2018



JUDGE TUCK MCLAIN
COUNTY COURT AT LAW
GRIMES COUNTY