

**STANDING ORDERS
IN THE
279TH AND 317TH DISTRICT COURTS**

On the courts' own motions, the courts make the following orders to be effective as to all parties when the case is filed:

The following orders apply to all divorces with children and all suits affecting parent child relationship, paternity cases, petitions to modify, petitions to enforce child support and petitions to enforce possession and access of children. **THESE ORDERS DOES NOT APPLY TO CASES FILED BY CHILD PROTECTIVE SERVICES AND THE ATTORNEY GENERAL.**

IT IS ORDERED that all parties are prohibited from:

- (1) disturbing the peace of the children or of another party;
- (2) withdrawing the children from enrollment in the school or day-care facility where the children are currently enrolled;
- (3) hiding or secreting the children from the other party;
- (4) removing the child from the jurisdiction of the court; and
- (5) making disparaging remarks regarding the other party or the other party's family in the presence or within the hearing of the children.

The following orders apply to all divorces with and without children:

IT IS ORDERED that all parties are prohibited from:

- (1) intentionally communicating in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, with the other party by use of vulgar, profane, obscene, or indecent language or in a coarse or offensive manner, with intent to annoy or alarm the other party;
- (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, intending by this action to annoy or alarm the other party;
- (3) placing a telephone call, anonymously, at an unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication with the intent to annoy or alarm the other party;
- (4) intentionally, knowingly, or recklessly causing bodily injury to the other party or to a child of either party;
- (5) threatening the other party or a child of either party with imminent bodily injury;
- (6) intentionally, knowingly, or recklessly destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of the parties or either party with intent to obstruct the authority of the court to order a division of the estate of the parties in a manner that the court deems just and right, having due regard for the rights of each party and any children of the marriage;
- (7) intentionally falsifying a writing or record, including an electronic record, relating to the property of either party;
- (8) intentionally 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 the parties or either party, including electronically stored or recorded information;
- (9) intentionally or knowingly damaging or destroying the tangible or intellectual property of the parties or either party, including electronically stored or recorded information;
- (10) intentionally or knowingly tampering with the tangible or intellectual property of the parties or either party, including electronically stored or recorded information, and causing pecuniary loss or substantial inconvenience to the other party;
- (11) selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of the parties or either party, regardless of whether the property is personal property, real property, intellectual property or separate or community property;
- (12) incurring any debt, other than legal expenses in connection with the suit for dissolution of marriage;
- (13) withdrawing money from any checking or savings account in a financial institution for any purpose except for reasonable and necessary living expenses;
- (14) withdrawing or borrowing money in any manner for any purpose from a retirement, profit sharing, pension, death, or other employee benefit plan, employee savings plan, individual retirement account, or Keogh account of either party;
- (15) withdrawing or borrowing in any manner all or any part of the cash surrender value of a life insurance policy on the life of either party or a child of the parties;
- (16) entering any safe deposit box in the name of or subject to the control of the parties or either party, whether individually or jointly with others;

- (17) changing or in any manner altering the beneficiary designation on any life insurance policy on the life of either party or a child of the parties;
- (18) canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time the suit was filed of, any life, casualty, automobile, or health insurance policy insuring the parties' property or persons, including a child of the parties;
- (19) opening or diverting mail or e-mail or any other electronic communication addressed to the other party;
- (20) signing or endorsing the other party's name on any negotiable instrument, check, or draft, including a tax refund, insurance payment, and dividend, or attempting to negotiate any negotiable instrument payable to the other party without the personal signature of the other party;
- (21) taking any action to terminate or limit credit or charge credit cards in the name of the other party;
- (22) discontinuing or reducing the withholding for federal income taxes from either party's wages or salary;
- (23) destroying, disposing of, or altering any financial records of the parties, including a canceled check, deposit slip, and other records from a financial institution, a record of credit purchases or cash advances, a tax return, and a financial statement;
- (24) destroying, disposing of, or altering any e-mail, text message, video message, or chat message or other electronic data or electronically stored information relevant to the subject matter of the suit for dissolution of marriage, regardless of whether the information is stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium;
- (25) modifying, changing, or altering the native format or metadata of any electronic data or electronically stored information relevant to the subject matter of the suit for dissolution of marriage, regardless of whether the information is stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium;
- (26) deleting any data or content from any social network profile used or created by either party or a child of the parties;
- (27) 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;
- (28) terminating or in any manner affecting the service of water, electricity, gas, telephone, cable television, or any other contractual service, including security, pest control, landscaping, or yard maintenance at the residence of either party, or in any manner attempting to withdraw any deposit paid in connection with any of those services;
- (29) excluding the other party from the use and enjoyment of a specifically identified residence of the other party; or
- (30) entering, operating, or exercising control over a motor vehicle in the possession of the other party.

THIS STANDING ORDERS DO NOT:

- (1) exclude a spouse from occupancy of the residence where that spouse is living except as provided in a protective order made in accordance with Title 4 of the Texas Family Code;
- (2) prohibit the parties from spending funds for reasonable and necessary living expenses;
- (3) prohibit the parties from engaging in acts reasonable and necessary to conduct that party's usual business and occupation; or
- (4) prohibit the parties from making expenditures and incur indebtedness for reasonable attorney's fees and expenses in connection with this suit.


FINDINGS:

The courts FIND that above orders are necessary for the safety and welfare of the children and preservation of the property and the protection of the parties. These joint and mutual restraining orders are effective immediately and shall continue in force and effect until further order of the court. These orders shall be binding on each party; on each party's agents, servants and employees; and on those persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise. The requirement of a bond is waived. These order terminate upon the entry of a final order in the case.

IT IS ORDERED that a copy of these orders shall be attached to all original petitions by the filing party.

IT IS ORDERED that these orders effect January 1, 2019.

SIGNED on the 1st day of December, 2018.



JUDGE RANDY SHELTON
279TH DISTRICT COURT



JUDGE LARRY THORNE
317TH DISTRICT COURT