

No. A- _____ -D

IN THE MATTER OF THE MARRIAGE OF	§	IN THE DISTRICT COURT OF
_____	§	
AND	§	ORANGE COUNTY, TEXAS
_____	§	
AND IN THE INTEREST OF THEIR CHILD/REN	§	128 TH JUDICIAL DISTRICT

TEMPORARY ORDERS ON NOTICE TO SHOW CAUSE

This day came Petitioner (Husband/Wife), (present/not present) represented by Attorney _____ and Respondent (Husband/Wife), (present/not present) represented by Attorney _____.

The Court finds the following orders should be entered. IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that:

- ___ 1. TEMPORARY CUSTODY OF THE CHILD/CHILDREN: *Circle A. or B. Mark out order not used.*
- A (Wife/Husband) is appointed managing conservator. (Wife/Husband) is appointed possessory conservator.
- B. Wife and Husband are appointed Joint Managing Conservators. (Wife/Husband) has the right to designate the primary residence of the child/ren (primary custodian):
- (circle i. or ii., mark out order not used)
- i. Without regard to geographical location;
- ii. Within the geographical location of: _____

- ___ 2. SPECIFIC VISITATION: Possession of the child/ren shall be as follows:

The child/ren shall be picked up and returned to the primary custodian's residence by the party having such visitation or by a designated competent adult. If the party with visitation fails to appear within (1) hour of the designated time, such party is deemed to have given up the visitation rights for that period.

- ___ 3. CHILD SUPPORT: (Husband/Wife) shall pay to (Wife/Husband) child support \$_____ per (wk/2wks/mo.) with the first payment payable _____, 20____, payable through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791 **OR** _____.

- 4. INSURANCE: (Husband/Wife) is ordered to maintain the present medical, dental, and hospital insurance policies, to timely pay premiums, and to cooperate in the presentation and collection of claims under the policy.
- 5. TEMPORARY ALIMONY: (Husband/Wife) shall pay to (Wife/Husband) (in addition to any child support above ordered) support of \$_____ per (wk/2wks/mo.), with the first payment payable _____, 20____, payable: _____

Payments of temporary alimony shall cease 120 days from the date of this order unless otherwise specifically ordered.

- 6. (Husband/Wife) is awarded exclusive use of the residence and furnishings located at _____, and of the _____ motor vehicle. (Husband/Wife) is awarded exclusive use of the residence and furnishings located at _____ and of the _____ motor vehicle.

- 7. INVENTORY: (Husband/Wife) is ordered to file an Inventory by _____
(Husband/Wife) is ordered to file an Inventory within 10 days from the date that (Husband/Wife) files and furnishes a copy of the Inventory to the other party. (Husband/Wife) is ordered to file a joint Inventory no less than 20 days prior to any contested hearing.

- 8. IT IS FURTHER ORDERED AND DECREED THAT:

- 9. TEMPORARY INJUNCTIONS: Both Petitioner and Respondent are temporarily enjoined and restrained from:
1. Communicating with 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, by use of vulgar, profane, obscene, or indecent language or in a coarse or offensive manner.
 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.
 3. Placing one or more telephone calls, anonymously, at any unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication.
 4. 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. Destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both of the parties.
 7. Falsifying any writing or record, including an electronic record, relating to the property of either party.
 8. 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 of the parties, including electronically stored or recorded information.
9. Damaging or destroying the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.
 10. Tampering with the tangible or intellectual property of one or both of the parties, 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 Petitioner or Respondent, whether personal property, real property, or intellectual property, and whether separate or community, except as specifically authorized by this order.
 12. Incurring any indebtedness, other than legal expenses in connection with this suit, except as specifically authorized by this order.
 13. Making withdrawals from any checking or savings account in any financial institution for any purpose, except as specifically authorized by this order.
 14. Spending any sum of cash in the possession or subject to the control of either party for any purpose, except as specifically authorized by this order.
 15. Withdrawing or borrowing money in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan or employee savings plan or from any individual retirement account or Keogh account, except as specifically authorized by this order.
 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. Withdrawing or borrowing in any manner all or any part of the cash surrender value of life insurance policies on the life of either party or a child of either party, except as specifically authorized by this order.
 18. Changing or in any manner altering the beneficiary designation on any life insurance on the life of either party or a child of the parties.
 19. Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the present level of coverage of any life, casualty, automobile, or health insurance policies insuring the parties' property or persons including a child of the parties.
 20. Opening or diverting mail or e-mail or any other electronic communication addressed to the other party.
 21. Signing or endorsing the other party's name on any negotiable instrument, check, or draft, such as tax refunds, insurance payments, and dividends, or attempting to negotiate any negotiable instrument payable to the parties or the other party without the personal signature of the other party.
 22. Taking any action to terminate or limit credit or charge cards in the name of the parties or the other party, except as specifically authorized in this order.
 23. Discontinuing or reducing the withholding for federal income taxes from either party's wages or salary while this case is pending.
 24. Destroying, disposing of, or altering any financial records of the parties, including but not limited to records from financial institutions (including canceled checks and deposit slips), all records of credit purchases or cash advances, tax returns, and financial statements.
 25. 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 matters of this case, whether stored on a hard drive, in a removable storage device, in cloud storage or in another electronic storage medium.
 26. Modifying, changing, or altering the native format or metadata of any electronic data or electronically stored information relevant to the subject matters of this case, 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.
 27. Deleting any data or content from any social network profile used or created by either party or a child of the parties.
 28. 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.
 29. 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 residence of either party, or in any manner attempting to withdraw any deposit paid in connection with any of those services.
 30. Excluding the other party from the use and enjoyment of the residence set aside for the exclusive use of such party herein.
 31. Entering, operating, or exercising control over the motor vehicle set aside for the exclusive use of the other party herein.
 32. Disturbing the peace of the child or of another party.
 33. Withdrawing the child from enrollment in the school or day-care facility where the child is presently enrolled.
 34. Hiding or secreting the child from the other party.

IT IS ORDERED that the parties are specifically authorized:

- To make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation, and medical care.
- To make expenditures and incur indebtedness for reasonable attorney's fees and expenses in connection with this suit.
- To make withdrawals from accounts in financial institutions only for the purposes authorized by this order.
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Required Notices

NOTICE TO ANY PEACE OFFICER OF THE STATE OF TEXAS: YOU MAY USE REASONABLE EFFORTS TO ENFORCE THE TERMS OF CHILD CUSTODY SPECIFIED IN THIS ORDER. A PEACE OFFICER WHO RELIES ON THE TERMS OF A COURT ORDER AND THE OFFICER'S AGENCY ARE ENTITLED TO THE APPLICABLE IMMUNITY AGAINST ANY CLAIM, CIVIL OR OTHERWISE, REGARDING THE OFFICER'S GOOD FAITH ACTS PERFORMED IN THE SCOPE OF THE OFFICER'S DUTIES IN ENFORCING THE TERMS OF THE ORDER THAT RELATE TO CHILD CUSTODY. ANY PERSON WHO KNOWINGLY PRESENTS FOR ENFORCEMENT AN ORDER THAT IS INVALID OR NO LONGER IN EFFECT COMMITS AN OFFENSE THAT MAY BE PUNISHABLE BY CONFINEMENT IN JAIL FOR AS LONG AS TWO YEARS AND A FINE OF AS MUCH AS \$10,000.

Warnings to Parties

WARNINGS TO PARTIES: FAILURE TO OBEY A COURT ORDER FOR CHILD SUPPORT OR FOR POSSESSION OF OR ACCESS TO A CHILD MAY RESULT IN FURTHER LITIGATION TO ENFORCE THE ORDER, INCLUDING CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

FAILURE OF A PARTY TO MAKE A CHILD SUPPORT PAYMENT TO THE PLACE AND IN THE MANNER REQUIRED BY A COURT ORDER MAY RESULT IN THE PARTY'S NOT RECEIVING CREDIT FOR MAKING THE PAYMENT.

FAILURE OF A PARTY TO PAY CHILD SUPPORT DOES NOT JUSTIFY DENYING THAT PARTY COURT-ORDERED POSSESSION OF OR ACCESS TO A CHILD. REFUSAL BY A PARTY TO ALLOW POSSESSION OF OR ACCESS TO A CHILD DOES NOT JUSTIFY FAILURE TO PAY COURT-ORDERED CHILD SUPPORT TO THAT PARTY.

All other issues are reserved until time of trial/to the next hearing date. These orders shall remain in effect until further order, except as herein provided.

SIGNED _____, 20__.

JUDGE PRESIDING

This order remains in effect until a Decree of Divorce is signed by the Court. We acknowledge receipt of a copy of this order.

Husband

Wife

APPROVED AS TO FORM:

Attorney for Husband

Attorney for Wife