

IN THE MATTER OF THE MARRIAGE

AND

AND IN THE INTEREST OF THEIR CHILDREN

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IN THE DISTRICT COURT OF

ORANGE COUNTY, TEXAS

260TH JUDICIAL DISTRICT

TEMPORARY ORDERS ON NOTICE TO SHOW CAUSE

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

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

___1. TEMPORARY CUSTODY OF THE CHID/CHILDREN: *Circle A. or B. Mark out order not used.*

A. (Wife/Husband)(Mother/Father) is appointed managing conservator.
(Wife/Husband)(Mother/Father) is appointed possessory conservator.

B. (Wife and Husband)(Mother and Father) are appointed Joint Managing Conservators.
(Wife/Husband)(Mother/Father) has the right to designate the primary residence of the child/ren (primary custodian):

(circle i. or ii., mark our 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 residence of the primary custodian by the party having such visitation or by a designated competent adult. If the party with visitation fails to appear within one (1) hour of the designated time, such party is deemed to have given up visitation rights for that period.

___3. CHILD SUPPORT: (Husband/Wife)(Father/Mother) shall pay to (Wife/Husband)(Mother/Father) 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, TX 78265-9791 or _____.

___4. MEDICAL AND DENTAL: (Husband/Wife)(Father/Motther) is ordered to maintain the present medical, dental, and hospital insurance, 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 after 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 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. (Husbands/Wife) is ordered to file a joint inventory no less than 20 days prior to any contested hearing.

___8. IT IS FURTHER ORDERED, ADJUDGED, 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 another electronic voice transmission, video chat, in writing, or electronic message, by the 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 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, realty 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 Respondent for any purposes, except as specifically authorized by this order.
15. Withdrawing or borrowing in any manner for the 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 Petitioner or Respondent, 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 Petitioner or Respondent, 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 Petitioner or Respondent or the parties' child.
19. Cancelling, altering, failing to renew or pay premiums, 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 the parties' child/ren.
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 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 on 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 cancelled 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 including the parties' child.
28. Using any password or personal identification number to gain access to the other Petitioner's e-mail account, bank account, social media account, or any other electrical account.

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.
- The make expenditures and incur indebtedness for reasonable attorney's fees and expenses in connection with this suit.
- The make withdrawals from accounts in financial institutions only for the purposes authorized by this order.

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 A MUCH AS \$10,000.

Warnings to Parties

WARNING 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 UP TO \$500 FOREACH VOPLATION, ANDA MONEY JUFGMENT 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 final order is signed by the Court. We acknowledge receipt of a copy of this order.

APPROVED AS TO CONTENT:

Husband/Father

Wife/Mother

APPROVED AS TO FORM:

Attorney for Husband/Father

Attorney for Wife/Mother