

# RUSK COUNTY TEXAS, COUNTY COURT AT LAW STANDING ORDER

## RUSK COUNTY COURT AT LAW STANDING ORDER REGARDING CHILDREN, PROPERTY AND CONDUCT OF THE PARTIES

No party to this lawsuit has requested this Order. Rather, this Order is a standing Order of the Rusk County Court at Law that applies in every divorce suit and every suit affecting the parent-child relationship filed in Rusk County that requests a temporary restraining order or temporary injunction. The County Court at Law of Rusk County has adopted this Order because the parties and their children should be protected and their property preserved while the lawsuit is pending before the court. Therefore, it is ORDERED:

1. **NO DISRUPTIONS OF CHILDREN** . Both parties are ORDERED to refrain from doing the following acts concerning any children who are subjects of this case:
  - 1.1 Removing the children from the State of Texas, acting directly or in concert with others, without the written agreement of both parties or an order of this Court;
  - 1.2 Disrupting or withdrawing the children from the school or day-care facility where the children are presently enrolled, without the written agreement of both parents or an order of this court;
  - 1.3 Hiding or secreting the children from the other parent or changing the children's current place of abode, without the written agreement of both parents or an order of this Court;
  - 1.4 Disturbing the peace of the children;
  - 1.5 Making disparaging remarks about each other or the other person's family members, to include but not to be limited to the child's grandparents, aunts, uncles, or stepparents;
  - 1.6 Discussing with the children, or with any other person in the presence of the children, any litigation related to the children or the other party; and
2. **CONDUCT OF THE PARTIES DURING THE CASE**. Both parties are ORDERED to refrain from doing the following acts:
  - 2.1 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;
- 2.2 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;
  - 2.3 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;
  - 2.4 Intentionally, knowingly, or recklessly causing bodily injury to the other party or to a child of either party;
  - 2.5 Threatening the other party or a child of either party with imminent bodily injury.

3. **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:

- 3.1 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;
- 3.2 Intentionally falsifying a writing or record, including an electronic record, relating to the property of either party;
- 3.3 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;
- 3.4 Intentionally or knowingly damaging or destroying the tangible or intellectual property of the parties or either party, including electronically stored or recorded information;
- 3.5 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;

- 3.6 Except as specifically authorized by the court:
- (A) 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:
    - (i) personal property, real property, or intellectual property; or
    - (ii) separate or community property;
  - (B) Incurring any debt, other than legal expenses in connection with the suit for dissolution of marriage;
  - (C) Withdrawing money from any checking or savings account in a financial institution for any purpose;
  - (D) Spending any money in either party's possession or subject to either party's control for any purpose;
  - (E) Withdrawing or borrowing money in any manner for any purpose from a retirement benefit plan, profit sharing, pension, death or other employee benefit plan or employee savings plan, individual retirement account, or Keogh account of either party; or
  - (F) 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;
- 3.7 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;
- 3.8 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;
- 3.9 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;
- 3.10 Opening or diverting mail or e-mail or any other electronic communication addressed to the other party;
- 3.11 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;

- 3.12 Taking any action to terminate or limit credit or charge credit cards in the name of the other party;
- 3.13 Discontinuing or reducing the withholding for federal income taxes from either party's wages or salary;

4. **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:

- 4.1 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;
- 4.2 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;
- 4.3 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;
- 4.4 Deleting any data or content from any social network profile used or created by either party or a child of the parties;
- 4.5 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;
- 4.6 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;
- 4.7 Excluding the other party from the use and enjoyment of a specifically identified residence of the other party; or
- 4.8 Entering, operating, or exercising control over a motor vehicle in the possession of the other party.

5. **SPECIFIC AUTHORIZATIONS IN DIVORCE CASE.** If this is a divorce case, both parties to the marriage are specifically authorized to do the following:

- 5.1 To engage in acts reasonably and necessary to the conduct of that party's usual business and occupation;
- 5.2 To make expenditures and incur indebtedness for reasonable attorney's fees and expenses in connection with this suit;
- 5.3 To make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation, medical care; and
- 5.4 To make withdrawals from accounts in financial institutions only for the purposes authorized by this Order.

6. **SERVICE AND APPLICATION OF THIS ORDER**

- 6.1 The Petitioner shall attach a copy of this Order to the Original Petition and to each copy of the petition. At the time the petition is filed, if the Petitioner has failed to attach a copy of this Order to the petition and any copy of the petition, the Clerk shall ensure that a copy of this Order is attached to the petition and every copy of the petition presented;
- 6.2 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 (14) days after the date of the filing of the Original Petition. If no party contests this order by presenting evidence at a hearing on or before fourteen (14) days after the date of the filing of the Original Petition, this Order shall continue in full force and effect as a temporary injunction until further order of this Court. This entire Order will terminate and will no longer be effective when the Court signs a final order or the case is dismissed.

7. **EFFECT OF OTHER COURT ORDERS.** If any part of this Order is different from any part of a protective order that has already been entered or is later entered, the protective order provisions prevail. Any part of this order not changed by some later order remains in full force and effect until the Court signs a final decree.

8. **PARTIES ENCOURAGED TO MEDIATE.** The parties are encouraged to settle their disputes amicable without court intervention. The parties are encouraged to use alternative dispute resolution methods, such as mediation, to resolve the conflicts that may arise in this lawsuit.

9. **PARENT EDUCATION AND FAMILY STABILIZATION COURSE.** In a divorce involving children or a suit affecting a parent-child relationship, it is **ORDERED** that the parties shall each individually register to attend and complete a parent education and family stabilization course with the Children's Advocacy Center in Henderson, Texas, phone number (903-657-0790), before the final hearing unless the Court, in writing, or in open court, waives or modifies such requirement. It is **ORDERED** that each party shall pay for the cost of that party's own attendance at the course and shall file with the Clerk of this Court a certification of the date of completion of such course by the final hearing. **Failure to so could result in a suspension of your rights to child support or possession and access to the children.**

THIS RUSK COUNTY COURT AT LAW STANDING ORDER REGARDING CHILDREN, PROPERTY AND CONDUCT OF THE PARTIES SHALL BECOME EFFECTIVE ON March 9, 2018.

  
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JUDGE CHAD DEAN