

AMENDED

**STANDING TEMPORARY ORDER REGARDING CHILDREN,
PROPERTY AND CONDUCT OF THE PARTIES – EFFECTIVE
SEPTEMBER 19, 2016**

THIS STANDING ORDER REGARDING CHILDREN, 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 CONFINEMENT.

This order has not been requested by either party, and is a Standing Order that applies in every divorce suit and in every suit affecting the parent-child relationship filed in the Washington County Court at Law, Washington County, Texas. This order is adopted for the protection of the parties and their children, and the preservation of their property while the lawsuit is pending. "Party" and "parties" as used in this Order does NOT include the Attorney General of Texas. IT IS THEREFORE ORDERED, effective September 12, 2016:

1. **NO DISRUPTION OF CHILDREN.** Without a prior written agreement of all parties or an order of the Court, BOTH parties are ORDERED to refrain from doing the following acts concerning children who are the subjects of this lawsuit—
 - 1.1 Removing the children from Washington County, Texas, or contiguous counties thereto, for the purpose of changing the domicile of the children or denying the other parent access to the children.
 - 1.2 Disrupting or withdrawing the children from the school or daycare facility where children are presently enrolled.
 - 1.3 Hiding or secreting children from the other parent.
 - 1.4 Disturbing the peace of the children.
 - 1.5 Making disparaging remarks regarding the other party or the other party's family in the presence of, or within hearing of, the children.

2. **CONDUCT, PROPERTY AND USE OF FUNDS BY THE PARTIES.** In a divorce proceeding both parties are ORDERED to refrain from engaging in any of the following actions relating to property of one or both parties –
- 2.1 Opening or diverting mail or e-mail or any other electronic communication addressed to the other party.
 - 2.2 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;
 - 2.3 Intentionally falsifying a writing or record, including an electronic record, relating to the property of either party;
 - 2.4 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;
 - 2.5 Intentionally or knowingly damaging or destroying the tangible or intellectual property of the parties or either party, including electronically stored or recorded information;
 - 2.6 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;
 - 2.7 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, separate property or community property, except as specifically authorized by the court;
 - 2.8 Incurring any debt, other than legal expenses in connection with this suit for dissolution of marriage, except as authorized by court order;
 - 2.9 Withdrawing money from any checking or savings account in a financial institution for any purpose, except as authorized by court order;
 - 2.10 Spending any money in either party's possession or subject to either party's control for any purpose, except as authorized by the court;
 - 2.11 Withdrawing or borrowing in any manner for any purpose from any retirement, profit sharing, pension, death, employee benefit plan, employee savings plan, individual retirement or Keogh account, except as specifically authorized by court order.

- 2.12 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, except as specifically authorized by the court;
- 2.13 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;
- 2.14 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;
- 2.15 Cancelling, 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;
- 2.16 Opening or diverting mail or e-mail or any other electronic communication addressed to the other party;
- 2.17 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;
- 2.18 Taking any action to terminate or limit credit or charge credit cards in the name of the other party;
- 2.19 Discontinuing or reducing the withholding for federal income taxes from either party's wages or salary;
- 2.20 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 such services;
- 2.21 Entering, operating, or exercising control over a motor vehicle in the possession of the other party.

3. **PERSONAL AND BUSINESS RECORDS IN DIVORCE CASE.** If this is a divorce case, both parties are ORDERED to refrain from engaging in the following conduct –

- 3.1 Concealing or destroying any family records, property records, financial records, business records or any records of income, debts, or other obligations.
- 3.2 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;

- 3.3 Falsifying any writing or record relating to the property of either party or any child a subject of the lawsuit.
- 3.4 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;
- 3.5 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;
- 3.6 Deleting any data or content from any social network profile used or created by either party or a child of the parties;
- 3.7 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. **SPECIFIC AUTHORIZED CONDUCT.** If this is a divorce proceeding, the parties are specifically authorized to do the following –

- 4.1 Engage in acts reasonable and necessary to conduct their usual business;
- 4.2 Make expenditures and incur indebtedness for reasonable attorney's fees and expenses in connection with this lawsuit;
- 4.3 Make expenditures for reasonable and necessary living expenses;

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

- 5.1 The Petitioner shall attach a copy of this order to the original petition and to each copy of the petition prior to filing the same with the District Clerk.
- 5.2 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 requested and heard on or before fourteen (14) days after the date the original petition is filed, this order shall continue in full force and effect as a Temporary Injunction until modified by further order of the court. This order will terminate and no longer be effective upon rendition of a final order by the court.

6. **EFFECT OF OTHER 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 Order provisions are controlling.

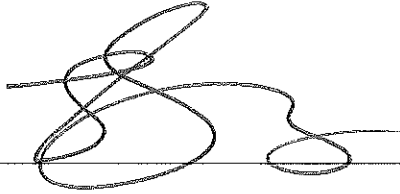
7. **MEDIATION ON TEMPORARY ORDERS.** The parties are encouraged to settle their disputes amicably without the necessity of court intervention. The Court recognizes the personal and emotional nature of family cases, and that family law matters sometimes require that certain temporary decisions be made while the case is pending. These decisions may be made by agreement of the parties or by the judge after a formal hearing. If the parties are unable to reach an agreement both parties are ORDERED to participate in "mediation." This mediation must be conducted before requesting a hearing. (The coordinator will not set a hearing if there has been no attempt to mediate.) The parties may agree on a person to serve as the mediator in their case. If the parties cannot agree on a mediator, the Court may appoint a mediator.

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 directly to the Mediator and may, upon hearing, be taxed as costs of court.

Upon a showing of good cause, the terms of section 9 may be modified by court order.

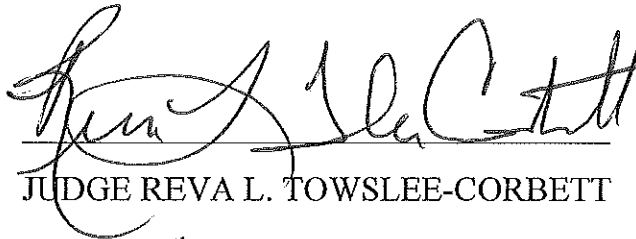
8. **BOND WAIVED.** It is ORDERED that the requirement of bond is waived.

THIS STANDING ORDER REGARDING CHILDREN, PROPERTY AND CONDUCT
OF THE PARTIES SHALL BECOME EFFECTIVE ON SEPTEMBER 19, 2016.



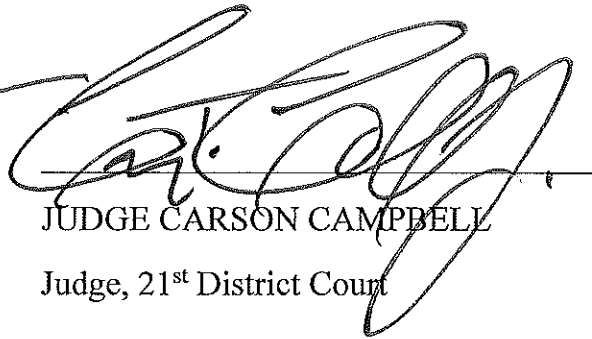
ERIC BERG

Judge, Washington County Court at Law.



JUDGE REVA L. TOWSLEE-CORBETT

Judge, 335th District Court



JUDGE CARSON CAMPBELL

Judge, 21st District Court