

**69th DISTRICT COURT STANDING ORDER REGARDING CHILDREN, PROPERTY, AND
CONDUCT OF THE PARTIES**

THIS 69TH DISTRICT COURT 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 A FINE OF UP TO \$500, CONFINEMENT IN THE COUNTY JAIL FOR SIX MONTHS, OR BOTH SUCH A FINE AND CONFINEMENT IN JAIL FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEE AND COURT COSTS.

No party in this lawsuit has requested this order. Rather, this order is a standing order of the 69th Judicial District Court that applies in every divorce suit and every suit affecting the parent-child relationship filed in the 69th District Court in the counties of Dallam, Hartley, Moore and Sherman. The 69th District Court 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. The term "party" as used in this order does not include the Attorney General of Texas, Texas Department of Family and Protective Services, the 69th District Attorney, or the county attorneys in any county in the 69th district. The 69th District Court has adopted this order pursuant to Texas Family Code §§6.501-6.503, and 105.001. **IT IS THEREFORE ORDERED:**

NO DISRUPTION OF CHILDREN. All parties are ORDERED to refrain from doing the following acts concerning the children who are subjects of this cause:

1. Removing the children from the state of Texas for the purpose of changing the children's domicile or residence, acting directly or in concert with others, without the written agreement of all parties or an order of this Court; provided, however, that this paragraph shall not prohibit or restrict a party from removing the children if an active prior court order gives that party the right to designate the children's primary residence outside the state of Texas or without regard to geographic location.

2. Disrupting or withdrawing the children from the school or daycare facility where the children are presently enrolled without the written agreement of all parties or an order of this Court; provided, however, that this paragraph shall not prohibit or restrict a party from so withdrawing the children from a school or daycare facility if that party is changing the children's domicile or residence within the party's rights pursuant to an active prior court order as described in section 1 above.

3. Hiding or secreting the children from the other party.

4. Changing the children's current place of abode without the written agreement of all parties or an order of this Court; provided, however, that this paragraph shall not prohibit or restrict a party from changing such place of abode if an active prior order gives that party the right to designate the children's primary residence without geographic restriction, or if the new place of abode lies within the geographic limits established by that active prior court order.

5. Disturbing the peace of the children.
6. Making disparaging remarks about another party or another party's family members, including but not limited to the children's grandparents, aunts, uncles, cousins, siblings, stepparents, or anyone with whom the other party has a dating relationship.
7. Discussing with the children, or with the any other person in the presence of the children, any litigation related to the children or the other party.
8. If this is an original divorce action, allowing anyone with whom the party has a dating relationship to be in the same dwelling or on the same premises overnight while in possession of the child. Overnight is defined as from 10:00 p.m. until 7:00 a.m.

CONDUCT OF THE PARTIES DURING THE CASE. All parties are ORDERED to refrain from doing the following acts with the intent to harass, annoy, alarm, abuse, torment, or embarrass another party:

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, 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 any 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.

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 the following conduct:

1. Intentionally, knowingly, or recklessly destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both of the parties 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 the child of the marriage.
2. Intentionally falsifying any writing or record, including an electronic record, relating to the property of either party.

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 one or both of the parties, regardless of whether it is personal or real property and whether it is claimed as separate or community property, including electronically stored or recorded information.

4. Intentionally or knowingly damaging or destroying the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.

5. Intentionally or knowingly 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.

6. Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of one or both of the parties, whether personal property, real property, or intellectual property, and whether separate or community property, except as specifically authorized by order of this Court.

7. Incurring any debt, other than legal expenses in connection with this suit, except as specifically authorized by order of this Court.

8. Withdrawing money from any checking or savings account in any financial institution for any purpose, except as specifically authorized by order of this Court.

9. Spending any money in either party's possession or subject to either party's control for any purpose, except as specifically authorized by order of this Court.

10. Withdrawing or borrowing money in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan, employee savings plan, individual retirement account, or Keogh account of either party, except as specifically authorized by order of this Court.

11. Withdrawing, transferring, assigning, encumbering, selling, or in any other manner alienating any funds or assets held in any brokerage account, mutual fund account, or investment account by one or both parties, regardless of whether the funds or assets are community or separate property and whether the accounts are self-managed or managed by a third party, except as specifically authorized by order of this Court

12. Entering any safe-deposit box in the name of or subject to the control of one or both of the parties, whether individually or jointly with others.

13. Opening or diverting mail or e-mail or any other electronic communication addressed to the other party.

14. 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

15. Taking any action to terminate or limit credit or charge cards in the name of the other party

16. Discontinuing or reducing the withholding for federal income taxes from either party's wages or salary.

17. 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 this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.

18. 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, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.

19. Deleting any data or content from any social network profile used or created by either party or a child of the parties.

20. 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.

21. 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 other party's residence or in any manner attempting to withdraw any deposits for service in connection with any of those services.

22. Excluding a spouse from the use and enjoyment of the marital residence in which the spouse had been residing within the thirty (30) day period prior to the date the original petition for divorce was filed.

23. Entering, operating, or exercising control over the motor vehicle or any motor vehicle in the possession of the other party.

24. Tracking or monitoring personal property or a motor vehicle in the possession of the other party, without the other party's effective consent, including by using a tracking application on a personal electronic device in the possession of the other party, using a tracking device, or physically following the other party or causing another to physically follow the other party.

PERSONAL AND BUSINESS RECORDS IN A DIVORCE CASE. If this is a divorce case, both parties to the marriage are ORDERED to refrain from doing the following acts:

1. Destroying, disposing of, or altering any financial records of the parties, including but not limited to 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.

2. Falsifying any writing or record relating to the property of either party.

“Record” or “records” include e-mail or other digital or electronic data, or they're stored on the computer's hard drive, diskette or other electronic storage device.

INSURANCE IN A DIVORCE CASE. If this is a divorce case, both parties to the marriage are ORDERED to refrain from doing the following acts, except by written agreement signed by each party permitting such acts:

1. Withdrawing or borrowing in any manner all or any part of the cash surrender value of any life insurance policy on the life of either party or a child of the parties, except as specifically authorized by order of this Court.

2. 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. Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any life, casualty, automobile, or health insurance policy insuring the parties' property or persons, including a child of the parties.

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

1. To engage in acts reasonable unnecessary to the conduct of that party's usual business and occupation.

2. To make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation, and medical care.

3. To make expenditures and incur indebtedness for reasonable attorney's fees and expenses in connection with this suit.

4. To make withdrawals from accounts in financial institutions only for the purposes authorized by the Court's order.

SERVICE AND APPLICATION OF THIS ORDER.

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.

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 days after the date of the filing of the original petition. If, after service, no party contests this order by presenting evidence at a hearing on or before fourteen days after the date of service 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 only upon further order of the court, entry of a final order or dismissal of the case.

3. In addition to any other remedies available for the enforcement of this order, at the Court's discretion, the Court may award reasonable and necessary attorney fees against a party found to have violated a provision of this order.

EFFECT OF OTHER COURT ORDERS. If any part of this order conflicts with 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, other final order, or a dismissal order.

PARTIES ENCOURAGED TO MEDIATE/COLLABORATE. The parties are encouraged to settle their disputes amicably without court intervention. The parties are encouraged to use alternative dispute resolution methods, such as mediation or the collaborative law process, to resolve the conflicts that may arise in this lawsuit.

APPLICATION FOR EX PARTE ORDERS. By presenting any application for an ex parte order, counsel is deemed to represent to the Court that:

- a. to the best of counsel's knowledge, the party against whom the relief is sought is not represented by counsel; or
- b. if the party against whom the relief is sought is represented by counsel, that (i) such counsel has been notified of the application and does not wish to be heard by the Court thereon; or (ii) counsel presenting the application has diligently attempted to notify opposing counsel, has been unable to do so, and the circumstance do not permit additional efforts to give such notice.

TIME LIMITS IN TEMPORARY HEARINGS. In all matters in which temporary managing conservatorship is in issue, the parties shall be granted not more than three (3) hours to present the case, which time shall be equally divided. In all other temporary matters, including a modification of a temporary order, the parties shall be granted not more than two (2) hours to present the case, which time shall be equally divided. Counsel should request a special setting at the time the application for temporary relief is presented to the Court for scheduling when, because of unusual circumstances, the limits are unworkable or inappropriate. The Court shall then determine the amount of time that shall be allotted for the hearing.

DOCUMENTS REQUIRED IN TEMPORARY HEARINGS. In all cases in which temporary support of a spouse and/or the child is in issue, each party shall be required to furnish:

1. A statement of monthly income and expenses in a form substantially similar to the form found in the current Texas Family Law Practice manual published by the State Bar of Texas or in a form approved by this Court.

2. Copies of that party's federal income tax returns for the two calendar years prior to the temporary hearing.

3. All payroll statements, pay stubs, W2 forms, and 1099 forms which evidence that party's earnings for the calendar year prior to the temporary hearing and from January 1 of the current year through the date of the temporary hearing.

PROPOSED PROPERTY DIVISION FORM REQUIRED. In all cases in which the character, value or division of property or debts is in issue, each party shall file a proposed property division form including all of the separate and community property owned or claimed by the parties and all debts and liabilities owed by the parties. It is recommended that each party file this proposed property division form in a form substantially similar to the form found in the current Texas Family Law Practice manual published by the State Bar of Texas or in a form approved by the Court.

STANDARD VISITATION UNDER THREE YEARS OLD. In all cases involving children under 3, unless the parties agree otherwise or there are exceptional circumstances the following visitation shall apply:

1. **TO 6 MONTHS:**

- (1) 1st, 3rd, 5th weekend: between 8:00 a.m. and 7:00 p.m. On Saturday-2 hours and Sunday-2 hours at the residence of the one with custody.
- (2) Thursday-6:00 p.m. to 7:00 p.m. at residence of the one with custody.
- (3) Father's Day or Mother's Day-2 hours-8:00 a.m. to 7:00 p.m. at the residence of one with custody.
- (4) Christmas Day- 2 hours-12:00 Noon to 7:00 p.m. at residence of one with custody.
- (5) Child's Birthday- 2 hours-5:00 p.m. to 7:00 p.m. at residence of one with custody.

2. **6 MONTHS TO ONE YEAR:**

- (1) 1st, 3rd & 5th weekend- Saturday from Noon to 4:00 p.m. Sunday from Noon to 4:00 p.m.
- (2) Thursday from 6:00 p.m. to 7:00 p.m.
- (3) Father's Day-Noon to 4:00 p.m.
- (4) Christmas Day-Noon to 4:00 p.m.
- (5) Child's Birthday-5:00 p.m. to 7:00 p.m.

3. **ONE YEAR TO 18 MONTHS:**

- (1) 1st & 5th weekends-Saturday 8:00 a.m. to 8:00 p.m. Sunday Noon to 8:00 p.m.
- (2) 3rd weekend-standard visitation
- (3) Thursday-standard visitation
- (4) Father's Day-standard visitation

- (5) Christmas Day-standard visitation
- (6) Summer-two (2) one week periods between June 1 and August 15, if designated by May 1. If not, 1st Friday in June at 6:00 p.m-6:00 p.m. 7 days later and 3rd Friday in July until 7 days later 6:00 p.m. to 6:00 p.m.

4. **18 MONTHS TO 3 YEARS:**

- (1) 1st and 3rd weekends-standard visitation
- (2) 5th weekend-Saturday 8:00 a.m. to 8:00p.m. Sunday-noon to 8:00p.m.
- (3) Thursday-standard visitation
- (4) Father's Day-standard visitation
- (5) Christmas Day-standard visitation
- (6) Summer-two (2) two week periods between June 1 and August 15; if designated by May 1. If not, beginning 1st Friday in June at 6:00p.m. to 6:00p.m. 14 days later and beginning 3rd Friday in July at 6:00p.m. to 6:00p.m. on expiration 14 days later.

2. **BOND WAIVED.** IT IS ORDERED that the requirement of a bond is waived.

THIS 69TH DISTRICT COURT STANDING ORDER REGARDING CHILDREN, PROPERTY, AND CONDUCT OF PARTIES IS EFFECTIVE IN ALL DIVORCE SUITS AND SUITS AFFECTING THE PARENT-CHILD RELATIONSHIP FILED ON OR AFTER MAY 1, 2024.

Kimberly L. Allen
Judge Presiding
69th Judicial District Court

Approved this the 1st day of May, 2024.

Ana E. Estevez
Presiding Judge
9th Administrative Judicial Region