

FILED

AMENDED HAYS COUNTY STANDING ORDER REGARDING CHILDREN,  
PROPERTY, AND CONDUCT OF THE PARTIES

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*Beverly Crowley*

THIS ORDER 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 IMPRISONMENT.

No party to the preceding lawsuit has requested this order. Rather, this order is a standing order of the Hays County District Courts that applies in every divorce suit and every suit affecting the parent-child relationship filed in Hays County, Texas. The Hays County District Courts have adopted this order because the Courts have collectively determined that all parties and the property involved in a divorce suit and all parties and children in a suit affecting the parent-child relationship should be uniformly afforded the protections set forth below while their suit is pending before the Court.

The term "party" as used in this order does not include the Attorney General of Texas, the Hays County District Attorney or the Hays County Attorney.

The term "child" or "child/ren" includes each child, whether one or more, who is the subject of a suit affecting the parent-child relationship pending before the Court, provided that the child is under the age of eighteen years and not otherwise emancipated

IT IS ORDERED that the following provisions shall immediately apply in any case filed in Hays County under Title 1 or Title 5 of the Texas Family Code on or after the effective date of this Order.

1. NO DISRUPTION OF CHILD/REN.

IT IS ORDERED that all parties are immediately restrained from doing the following acts with respect to any child who is the subject of a suit filed in Hays County under Title 5 of the Texas Family Code:

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

written agreement of all parties is not required if the child/ren are traveling out of the state during a party's period of possession.

- 1.2 Disrupting or withdrawing the child/ren from the school or day-care facility where the child/ren are presently enrolled without the written agreement of all parties or an order of the Court; provided, however that this paragraph shall not prohibit or restrict a party from so withdrawing the child/ren from a school or day-care facility if that party is changing the child/ren's domicile or residence within that party's rights pursuant to an active prior court order as described in Section 1.1 above.
- 1.3 Hiding or secreting the child/ren from the other party.
- 1.4 Changing the child/ren's current place of abode without the written agreement of all parties or an order of the 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 child/ren'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.
- 1.5 Disturbing the peace of the child/ren.
- 1.6 Making any disparaging remarks about another party or another party's family members, including but not limited to the child's grandparents, aunts, uncles, stepparents, or anyone with whom the other party has a dating relationship in front of, in the presence of, or within the hearing of the child or on any form of social media to which the child may have access.
- 1.7 Discussing any of the following matters with the child/ren named in this suit or commenting on or referencing in any way any such matters in front of, in the presence of, or within the hearing of the child/ren:
  - a. any court proceeding that has occurred in the pending suit;
  - b. any testimony or evidence that has been offered or admitted, or that any party anticipates will be offered or admitted at any court hearing or proceeding in the pending suit;
  - c. any legal position or legal theory advanced or asserted by any party in the pending suit; or
  - d. any future legal proceedings between the parties arising or occurring subsequent to the pending suit.

## 2. CONDUCT OF THE PARTIES DURING THE CASE.

IT IS ORDERED that all parties are immediately restrained from:

- 2.1 Intentionally communicating with another party or a child who is the subject of a pending suit, 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 or the child.

- 2.2 Threatening another party or a child who is the subject of a pending suit, 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, or any person's property, with the intent to annoy or alarm the other party or child.
- 2.3 Placing or transmitting one or more telephone calls, emails, text messages, or other electronic communications to another party or a child who is the subject of a pending suit, at an unreasonable hour, in an offensive or repetitious manner, anonymously, or without legitimate purpose of communication, with the intent to annoy or alarm the other party or child.
- 2.4 Intentionally, knowingly, or recklessly causing bodily injury to another party or a child who is the subject of a pending suit.
- 2.5 Threatening another party or a child who is the subject of a pending suit with imminent bodily injury.

### 3. PRESERVATION OF PROPERTY AND USE OF FUNDS DURING DIVORCE CASE.

If this is a divorce case, it is ORDERED that both parties are immediately restrained from:

- 3.1 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/ren of the marriage. This prohibition applies regardless of whether property is claimed as separate or community property.
- 3.2 Intentionally misrepresenting or refusing to disclose to Petitioner 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. This prohibition applies regardless of whether it is personal or real property and whether it is claimed as separate or community property.
- 3.3 Intentionally or knowingly damaging or destroying the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information. This prohibition applies regardless of whether it is personal or real property and whether it is claimed as separate or community property.
- 3.4 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. This prohibition applies regardless of

whether it is personal or real property and whether it is claimed as separate or community property.

- 3.5 Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of one or both of the parties, regardless of whether it is personal or real property or whether it is claimed as separate or community property, except as specifically authorized by this order or a subsequent order of this Court.
- 3.6 Incurring any indebtedness, including cash advances from a credit card or line of credit, other than legal expense in connection with this suit, except as specifically authorized by this order or a subsequent order of this Court.
- 3.7 Making withdrawals or transfers from any account in any financial institution for any purpose, except as specifically authorized by this order or a subsequent order of this Court.
- 3.8 Spending any sum of cash in either party's possession or subject to either party's control for any purpose, except as specifically authorized by this order or a subsequent order of this Court.
- 3.9 Withdrawing or borrowing 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 or a subsequent order of this Court.
- 3.10 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 other party without the personal signature of the other party.
- 3.11 Taking any action to terminate, close, restrict, or limit lines of credit, credit cards, charge cards, or financial accounts in the name of or subject to the control of the other party, whether owned individually or jointly, except by subsequent order or written agreement signed by each party permitting such action.
- 3.12 Entering, operating, or exercising control over the motor vehicle in the possession of the other party.
- 3.13 Discontinuing or altering the withholding for federal income taxes on wages or salary while this suit is pending.
- 3.14 Terminating or in any manner affecting the service of water, electricity, gas, telephone, cable television, or other contractual services, such as 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 such services.
- 3.15 Unlawfully intercepting or recording the other party's electronic communications.
- 3.16 Opening, diverting, or disposing of mail addressed to the other party.

- 3.17 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.
- 3.18 Communicating with the other party's employer or a person with whom the other party has a business relationship without a legitimate purpose.
- 3.19 Entering any safe deposit box in the name of or subject to the control of a party, whether owned individually or jointly, except by subsequent court order or written agreement signed by each party permitting such entrance.
- 3.20 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.
- 3.21 Modifying, changing, or altering the native format or metadata of any 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.
- 3.22 Deleting any data or content from any social network profile used or created by either party or any child who is the subject of a pending suit.
- 3.23 Using any password or personal identification number to gain access to another party's e-mail account, bank account, social media account, or any other electronic account.
- 3.24 Disclosing intimate visual material depicting a party without the effective consent of the party, if the disclosure is intended to harm the depicted party and the party intending to disclose the intimate visual material know or has reason to believe that the material was obtained or created under circumstances in which the depicted party had a reasonable expectation that the material would remain private. As used herein, "intimate visual material" shall be defined as provided under section 98B.001 of the Texas Civil Practice & Remedies Code.
- 3.25 Harming, threatening the safety and well-being of, and/or interfering with the care, custody or control of any pet, service animal or livestock owned or possessed by a party or a child who is the subject of a pending suit.

4. PERSONAL AND BUSINESS RECORDS IN DIVORCE CASE.

If this is a divorce case, it is ORDERED that both parties are immediately restrained from:

- 4.1 Concealing or destroying any family records, property records, financial records, business records or any records of income, debts, or other obligations.
- 4.2 Intentionally falsifying a writing or record, including an electronic record, relating to the property of either party.

"Records," as used herein, includes e-mail or other digital or electronic data, whether stored on a computer hard drive, diskette or other electronic storage device.

5. INSURANCE IN DIVORCE CASE.

If this is a divorce case, it is ORDERED that both parties are immediately restrained from:

- 5.1 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, except as specifically authorized by this order or a subsequent order of this Court.
- 5.2 Changing or in any manner altering the beneficiary designation on any life insurance on the life of either party or the parties' child/ren.
- 5.3 Canceling, altering, or in any manner affecting any casualty, automobile, or health insurance policies insuring the parties' property or persons including the parties' minor child/ren.

6. SPECIFIC AUTHORIZATION IN DIVORCE CASE.

If this is a divorce case, it is ORDERED that both parties to the marriage are specifically authorized to do the following:

- 6.1 To engage in acts reasonable and necessary to the conduct of that party's usual business and occupation.
- 6.2 To make expenditures and incur indebtedness for reasonable attorney's fees and expenses in connection with this suit.
- 6.3 To make expenditures and incur indebtedness for reasonable and necessary living expenses.
- 6.4 To make withdrawals from accounts in financial institutions only for the purposes authorized by this order.

7. SERVICE AND APPLICATION OF THIS ORDER.

- 7.1 The Petitioner shall attach a copy of this order to the original petition and to each copy of the petition. At the time an original petition is filed by non-electronic means, 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. At the time an original petition is filed electronically, if the Petitioner has failed to attach a copy of this order to the petition and any copy of the petition, the Clerk shall decline to issue citation until the petition is resubmitted with a copy of this order attached in conformity with this section. Additionally, the Court may decline to grant temporary ex parte relief, decline to set a hearing in the case, or strike the petition without further notice if the Petitioner fails to resubmit the petition with a copy of this order attached in conformity with this section.
- 7.2 It is ORDERED that this order is effective immediately 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, it is ORDERED that 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.
- 7.3 It is ORDERED that this order shall be binding on (1) all parties, (2) their agents, servants, and employees and attorneys; and (3) any persons who act in active concert or participation with them who receive actual notice of this order by personal service or otherwise. It is ORDERED that the requirement of a bond is waived.
- 7.4 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.
- 7.5 Nothing herein shall be construed to limit a party's right to seek a temporary injunction or temporary orders, under the Texas Family Code or any other applicable authority, with respect to any matter not addressed by this order and/or any matter which may require additional orders from the Court.

8. 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.

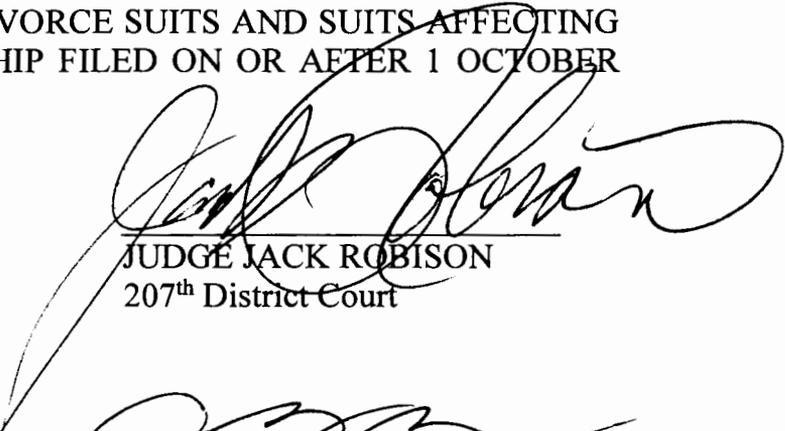
9. PARTIES ENCOURAGED TO MEDIATE/COLLABORATE. The parties are encouraged to settle their disputes amicably without court intervention. The parties are encouraged to use alternative dispute resolution methods, such as mediation or the collaborative law process, to resolve the conflicts that may arise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

10. PARENT EDUCATION AND STABILIZATION. If this is an original suit affecting the parent-child relationship, all parties are ORDERED to attend an approved parent education and stabilization program or parenting class within sixty (60) days of the date of filing or service of the suit, as applicable. A list of approved classes may be obtained from the Hays County District Clerk.

Waiver of the requirement that both parents shall complete a parent education and stabilization program may only be granted by order of the Court. Completion of programs not listed above will not be accepted without prior approval by the Court for good cause shown. Proof of completion of the program must be filed with the District Clerk upon meeting this requirement. Failure to provide such proof in a timely manner may result in the cancellation of any scheduled hearing or trial and denial of requested relief at the Court's discretion.

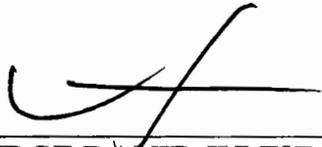
THIS AMENDED HAYS COUNTY DISTRICT COURT STANDING ORDER REGARDING CHILDREN, PROPERTY, AND CONDUCT OF THE PARTIES IS EFFECTIVE IN ALL DIVORCE SUITS AND SUITS AFFECTING THE PARENT-CHILD RELATIONSHIP FILED ON OR AFTER 1 OCTOBER 2019.

  
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JUDGE GARY L. STEEL  
274<sup>TH</sup> District Court

  
\_\_\_\_\_  
JUDGE JACK ROBISON  
207<sup>th</sup> District Court

  
\_\_\_\_\_  
JUDGE WILLIAM HENRY  
428<sup>th</sup> District Court

  
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JUDGE R. BRUCE BOYER  
22nd District Court

  
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JUDGE DAVID JUNKIN  
453<sup>rd</sup> District Court