

AUTOMATIC TEMPORARY INJUNCTION NOTICE

WARNING: This is an official Court Order by operation of law. It affects your rights. Read this Notice immediately and carefully. If you do not understand it, contact a lawyer for help. Violation of this Order may be punished by fine and/or imprisonment.

Upon service of the Petition and Summons on the Respondent, or upon waiver and acceptance of service by the Respondent, an Automatic Temporary Injunction shall be in effect against both parties until the final decree is entered or the Petition is dismissed, or until further Order of the Court unless:

A both parties have signed their names below agreeing to waive these Automatic Temporary Orders; or

B within three (3) days after service of this Summons, a party files an objection and requests a hearing with the Court.

This Automatic Temporary Injunction shall remain in force until the hearing by the Court. Either party may apply to the Court for further temporary orders, an expanded temporary injunction, or modification or revocation.

THEREFORE, BOTH YOU AND YOUR SPOUSE ARE RESTRAINED, ENJOINED, AND PROHIBITED FROM THE FOLLOWING:

- 1 Molesting or disturbing the peace of the other party or the child(ren) of the marriage.
- 2 Disrupting or withdrawing any child(ren) of this marriage from an educational facility, program, or day care where the child(ren) historically have been enrolled.
- 3 Hiding or secreting any child(ren) of this marriage from the other party.
- 4 Removing any child(ren) of this marriage beyond the jurisdiction of the State of Oklahoma, acting directly or in concert with others, except for vacations of two (2) weeks or less duration, without the prior written consent of the other party, which shall not be unreasonably withheld.
- 5 Selling, mortgaging, encumbering, transferring, loaning, concealing or in any way disposing of, without the written consent of the other party or an Order of the Court, any marital property, except:
 - a in the usual course of operating a business;
 - b for the purpose of retaining an attorney for the case; or
 - c for the necessities of life.

Each party shall notify the other party of any proposed other expenditures and shall account to the Court for all such expenditures made after this injunction went into effect.

- 6 Intentionally or knowingly damaging or destroying the tangible property of the parties, or either of them, including, but not limited to, any document that represents or embodies anything of value.

- 7 Making a withdrawal 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.
- 8 Withdrawing or borrowing in any manner all or any part of the cash surrender value of life insurance policies on either party or any of their child(ren).
- 9 Changing or in any manner altering the beneficiary designation on any life insurance policies of either party or any of their child(ren).
- 10 Canceling, altering, or in any manner affecting any casualty, automobile, homeowners', or health insurance policies insuring the parties' property or persons.
- 11 Opening or diverting mail addressed to the other party.
- 12 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 instruments payable to either party without the personal signature of the other party.

REGARDING INSURANCE, YOU AND YOUR SPOUSE ARE:

- 13 Ordered to maintain and keep in force, all presently existing health, property, vehicle, homeowners', life and other insurance which you are presently carrying on any member of this family unit or property or vehicle, and to cooperate as necessary in the filing and processing of claims. Any employer provided health insurance currently in existence shall remain in full force and effect for all family members.
- 14 Both parties are required to deliver to the other party within thirty (30) days from the earlier of the date of service of the Summons of the filing of an initial pleading by the Respondent the following documents;
 - a The federal and state income tax returns of each party for the past two (2) years and any nonpublic, limited partnership and privately held corporate returns for any entity in which either party has an interest, together with all supporting documentation for the tax returns including but not limited to W-2 forms, 1099 forms, K-1 forms, Schedule C and Schedule E. If a return is not completed at the time of disclosure, the parties shall provide the documents necessary to prepare the tax return of the party, to include W-2 forms, 1099 forms, K-1 forms, copies of extension requests and estimated tax payments.
 - b Two (2) months of the most recent pay stubs for each employer for whom the party worked.
 - c Statements for the last six (6) months for all bank accounts held in the name of either party individually or jointly, or in the name of another person for the benefit of either party or held by either party for the benefit of the minor child or children of the parties.
 - d Documentation regarding the cost and nature of available health insurance coverage for the benefit of either party or the minor child or children of the parties,

- e Documentation regarding the cost and nature of employment or educationally related childcare expenses incurred for the benefit of the minor child or children of the parties, and
- f Documentation of all debts in the name of either party individually or jointly, showing the most recent balance due and payment terms.

15 If either party is not in possession of a document required or has not been able to obtain the document in a timely fashion, the party shall state in verified writing, under the penalty of perjury, the specific document which is not available, and what efforts have been made to obtain the document, as more information becomes available, there is a continuing duty to supplement the disclosures.

WAIVER OF AUTOMATIC TEMPORARY INJUNCTION

Pursuant to Title 18 §304, the provisions of this Automatic Temporary Injunction can be waived if both parties agree.

By my signature below, I waive the effectiveness of the foregoing Automatic Temporary Injunction. I understand this waiver is not effective unless both parties have signed below.

Dated: _____

Dated: _____

Signature of Petitioner

Signature of Respondent