



STANDING ORDER ON CHILDREN, PROPERTY & CONDUCT OF PARTIES

On its own motion, the 451st District Court Judge Kirsten B. Cohoon, issues this STANDING ORDER, which shall apply to suits for dissolution of marriage and suits affecting the parent-child relationship filed in Kendall County. The District Court of Kendall County has adopted this STANDING ORDER for the protection of the parties, their children, and for the preservation of their property.

1. SUITS FOR DISSOLUTION OF MARRIAGE

While a suit for dissolution of marriage is pending, it is ORDERED that each party is prohibited from:

- 1.1 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;
- 1.2 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;
- 1.3 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;
- 1.4 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;
- 1.5 Intentionally falsifying a writing or record, including an electronic record, relating to the property of either party;
- 1.6 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;

- 1.7 Intentionally or knowingly damaging or destroying the tangible or intellectual property of the parties or either party, including electronically stored or recorded information;
- 1.8 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;
- 1.9 Unless specifically authorized by the Court:
 - 1.9.1 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: a) Personal property, real property, or intellectual property; or b) Separate or community property;
 - 1.9.2 Incurring any debt, other than legal expenses in connection with the suit for dissolution of marriage;
 - 1.9.3 Withdrawing money from any checking or savings account in a financial institution for any purpose;
 - 1.9.4 Spending any money in either party's possession or subject to either party's control for any purpose;
 - 1.9.5 Withdrawing or borrowing money in any manner for any purpose from a retirement, profit sharing, pension, death, or other employee benefit plan, employee savings plan, individual retirement account, or Keogh account of either party; or
 - 1.9.6 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;
- 1.10 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;
- 1.11 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;
- 1.12 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;
- 1.13 Opening or diverting mail or e-mail or any other electronic communication addressed to the other party;
- 1.14 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;
- 1.15 Taking any action to terminate or limit credit or charge credit cards in the name of the other party;
- 1.16 Discontinuing or reducing the withholding for federal income taxes from either party's wages or salary;

- 1.17 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;
- 1.18 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;
- 1.19 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;
- 1.20 Deleting any data or content from any social network profile used or created by either party or a child of the parties;
- 1.21 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;
- 1.22 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;
- 1.23 Excluding the other party from the use and enjoyment of a specifically identified residence of the other party; or
- 1.24 Entering, operating, or exercising control over a motor vehicle in the possession of the other party.

2. SPECIFIC AUTHORIZATIONS

This standing order does not:

- 2.1 Exclude a party from occupying the party's residence;
- 2.2 Prohibit a party from spending funds for reasonable and necessary living expenses;
- 2.3 Prohibit a party from engaging in acts reasonable and necessary to conduct that party's usual business and occupation.

3. SUITS AFFECTING THE PARENT-CHILD RELATIONSHIP

While a suit affecting the parent-child relationship is pending, it is ORDERED that each party is prohibited from:

- 3.1 Removing a child from the State of Texas for the purpose of changing the child's residence, acting directly or in concert with

- others, without the written agreement of the parties or an order from the presiding judge;
- 3.2 Disrupting or withdrawing a child from the school or day-care facility where the child is presently enrolled, without the written agreement of the parties or an order from the presiding judge;
 - 3.3 Changing a child's current place of abode, without the written agreement of the parties or an order from the presiding judge;
 - 3.4 Hiding or secreting a child from the other parent; or
 - 3.5 Disturbing the peace of a child.

4. **MANDATORY EXCHANGE OF INFORMATION**

Within 30 days of a parent's appearance in a suit affecting the parent-child relationship, and before any hearing on temporary orders, each parent shall produce the following:

- 4.1 Information sufficient to accurately identify that parent's net resources and ability to pay child support;
- 4.2 Copies of income tax returns for the past two years, a financial statement, and current pay stubs;
- 4.3 Regarding each child's health insurance:
 - 4.3.1 the name of the carrier, the policy number, a copy of the policy and schedule of benefits, a health insurance membership card, and proof of the cost of the child's portion of the premiums; and
- 4.4 Regarding each child's dental insurance:
 - 4.4.1 the name of the carrier, the policy number, a copy of the policy and schedule of benefits, a dental insurance membership card, and proof of the cost of the child's portion of the premiums.

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

Each party must attach a copy of this order to the party's live pleading. This order is effective upon the filing of an 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 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.

6. **EFFECT OF OTHER COURT ORDERS**

If any part of this order conflicts with any part of a protective order, the protective order shall prevail. Any portion of this order not changed by a subsequent order remains in full force and effect until the court signs a final order.


7. MEDIATION

- 7.1 The parties are encouraged to settle their disputes amicably without court intervention. The parties are encouraged to use alternative dispute resolution (ADR) methods, such as mediation, to resolve the conflicts that may arise in this lawsuit.
- 7.2 No trial on the merits shall be conducted in any case until all contested issues have been through the ADR procedure, and ADR has been unsuccessful or the Court has determined that ADR is inappropriate for the case.

THIS ORDER IS SIGNED AND EFFECTIVE ON THE 1 DAY OF September, 2022, AND SAID ORDER SUPERCEDES ANY AND ALL PRIOR COURT STANDING ORDERS FOR FAMILY MATTERS.



**KIRSTEN B. COHOON
DISTRICT JUDGE
451ST JUDICIAL DISTRICT COURT**

2022 SEP - 1 PM 4:43
JENNIFER L. BIERK
KENDALL COUNTY, TEXAS
BY: 
DEPUTY

CHILDREN'S BILL OF RIGHTS

Marriage is a contract between adults, and when it ends, the matter is between the adults also. Yet no parental action has a greater impact on children. Children love their parents and want to be with them. Even in times of great stress, parents have a responsibility to conduct their legal affairs in a manner that will protect their children from adult conflicts.

Each party must attach a copy of the Children's Bill of Rights to the party's live pleading. This Bill of Rights shall be adhered to during the pendency of the proceeding of which the child is subject. Each adult party shall make this document known to every other adult who has any significant role in the child's life as a caretaker. The term "child" as used below refers to each and every child subject to this suit.


1. Neither parent shall deny the child reasonable use of the telephone to place and receive calls with the other parent and relatives.
2. Neither parent shall speak or write derogatory remarks about the other parent to the child, or engage in abusive, coarse or foul language, which can be overheard by the child whether or not the language involves the other parent.
3. Neither parent shall permit the children to overhear arguments, negotiations or other substantive discussions about legal or business dealings between the parents.
4. Neither parent shall physically or psychologically attempt to pressure or attempt to influence the children concerning the personal opinion or position of the child concerning legal proceedings between the parents.
5. Each parent will permit the child to display photographs of the other parent or both parents in the child's room.
6. Neither parent shall communicate moral judgments about the other parent to the child concerning the other parent's choice of values, lifestyle, choice of friends, successes or failures in life (career, financial, relational) or residential choice.
7. The parents will acknowledge to the child that the child has two homes although the child may spend more time at one home than the other.
8. The parents shall cooperate to the greatest extent practicable in sharing time with the child.
9. Each parent will permit the child to retain, and allow easy access to, correspondence, greeting cards, and other written materials received from the other parent.
10. Each parent will respect the physical integrity of items possessed by the child which depict the other parent or remind the child of the other parent.
11. Neither parent will trivialize, or deny the existence of the other parent to the child.
12. Neither parent will interrogate the child about the other parent nor will either parent discourage comments by the child about the other parent.
13. Neither parent will intercept, "lose", derail, "forget" or otherwise interfere with communications to the child from the other parent.
14. Neither parent will refuse to acknowledge that the child can have or should have good experiences with the other parent.

15. Neither parent will directly or indirectly attack or criticize to the child the extended family of the other parent, the other parent's career, the living and travel arrangements of the other parent, or lawful activities of the other parent or associates of the other parent.
16. Neither parent will use the child as a "middleman" by using the child to communicate with the other parent on inappropriate topics.
17. Neither parent will undermine the other parent in the eyes of the child by engaging in the "circumstantial syndrome" which is done by manipulating, changing, or rearranging facts.
18. Neither parent will create for, or exaggerate to, the child differences between the parents.
19. Neither parent will say and do things with an eye to gaining the child as an "ally" against the other parent.
20. Neither parent will encourage or instruct the child to be disobedient to the other parent, stepparents, or relatives.
21. Neither parent will reward the child to act negatively toward the other parent.
22. Neither parent will try to make the child believe he or she loves the child more than the other parent, by, for example, saying that he or she loves the child more than the other parent or over-informing the child on adult topics or overindulging the child.
23. Neither parent will discuss child support issues with the child.
24. Neither parent will engage in judgmental, opinionated or negative commentary, physical inspections or interrogations once the child arrives from his/her other home.
25. Neither parent will "rewrite" or "re-script" facts which the child originally knows to be different.
26. Neither parent will punish the child physically or threaten such punishment in order to influence the child to adopt the parent's negative program, if any, against the other parent.
27. Neither parent will permit the child to be transported by a person who is intoxicated due to consumption of alcohol or illegal drugs.
28. Each parent will permit the child to carry gifts, toys, clothing, and other items belonging to the child with him or her to the residence of the other parent or relatives or permit the child to take gifts, toys, clothing, and other items belonging to the child back to the residence of the other parent, as the case may be, to facilitate the child having with him or her objects, important to the child. The gifts, toys, clothing and other items belonging to the child referred to here mean items which are reasonable transportable and does not include pets (which the parents agree are impractical to move about).

Date: 6/1/2020



Judge Kirsten B. Cohoon
451st Judicial District Court
Kendall County, Texas

BY: 
DEPUTY CLERK
SUSAN JACKSON, DISTRICT CLERK
KENDALL COUNTY, TEXAS

2020 JUN - 1 PM 4: 10

FILED