

BLUHM LAW FIRM, PLLC



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P. O. Box 920
112 West Thornton Street
Three Rivers, Texas 78071

Dear New Client:

Enclosed you will find the following documents:

- 1) **Divorce Information Sheet** - please fill it out as completely as possible and return it to me.
- 2) **Statement of Health Insurance Availability** - please list your child's health insurance information, sign the document and return it to me.
- 3) **Employment Contract** - please read the contract, sign it where indicated and return it to me.
- 4) **District Court General Order** - this is the temporary order that will go into effect as soon as we file this case, please review it and do not violate the order during the pendency of the divorce. All cases filed in Live Oak County are automatically subject to this order. This copy is for you to keep.
- 5) **Parenting Class** - the Court requires that you complete a Parenting program prior to your final divorce hearing. Please schedule your seminar as soon as possible. They will give you a certificate of completion that we can file with the Court.

Thank you for choosing the BLUHM LAW FIRM PLLC to assist you in this case.

Sincerely,

A handwritten signature in blue ink that reads "Alan D. Bluhm". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Alan D. Bluhm
Attorney at Law

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Client Initial Interview Form

****** PERSONAL AND CONFIDENTIAL ******

Please fill out this questionnaire and return it to the receptionist. It is important that you answer each question fully. It is imperative that you be candid!

You should answer all questions relevant to your case. If a question does not apply to your particular situation, please indicate by marking the question "N/A." If the answer to any question requires more space than has been provided on the form, please complete your answer on a separate sheet: Refer to the question number to which your answer applies, and attach your answer to this questionnaire.

Your responses to these questions will help to organize your case and will save you money on attorney's fees in trying to gather and assemble information after the case is in progress. Since your answers are being made to an attorney, you are assured of confidentiality and are protected by the attorney-client privilege.

NOTICE OF CONFIDENTIALITY

THE INFORMATION IN THIS DOCUMENT IS SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE, AS PROVIDED IN THE TEXAS RULES OF EVIDENCE. HOWEVER, IF A PROFESSIONAL, INCLUDING AN ATTORNEY OR AN EMPLOYEE OF AN ATTORNEY, HAS CAUSE TO BELIEVE THAT A CHILD HAS BEEN ABUSED OR NEGLECTED OR MAY BE ABUSED OR NEGLECTED OR THAT A CHILD IS A VICTIM OF AN OFFENSE UNDER SECTION 21.11 OF THE TEXAS PENAL CODE, AND THE PROFESSIONAL HAS CAUSE TO BELIEVE THAT THE CHILD HAS BEEN ABUSED AS DEFINED BY SECTION 261.001 OF THE TEXAS FAMILY CODE, THE PROFESSIONAL SHALL MAKE A REPORT NOT LATER THAN THE FORTY-EIGHTH HOUR AFTER THE HOUR THE PROFESSIONAL FIRST SUSPECTS THAT THE CHILD HAS BEEN OR MAY BE ABUSED OR NEGLECTED OR IS A VICTIM OF AN OFFENSE UNDER SECTION 21.11 OF THE TEXAS PENAL CODE. THE REPORT SHALL BE MADE TO THE APPROPRIATE AGENCY.

THE CONTENTS OF THIS DOCUMENT CONSTITUTE ATTORNEY WORK PRODUCT.

THE CONTENTS OF THIS DOCUMENT ARE CONFIDENTIAL AND ARE NOT TO BE DISCLOSED TO THIRD PERSONS OTHER THAN THOSE TO WHOM DISCLOSURE IS MADE IN FURTHERANCE OF THE RENDITION OF PROFESSIONAL LEGAL SERVICES.

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PERSONAL - ALL INFORMATION IS CONFIDENTIAL

ABOUT YOU:

today's date _____

1. Please give your *full* name, date and place of birth, and Social Security number.

Full name: _first_____ middle_____ last_____

Maiden Name: (if applicable) _____

Birth date: _____ City & State where born: _____

Social Security number: _____

Driver's license number: _____

2. Where are you living now, and what is your phone number?

Address: _____

City: _____ County: _____ State: _____

Zip: _____ residence phone: _____

3. At what address do you wish to receive mail from this office? _____

4. Safe and confidential contact address and numbers that you prefer to be used for contacts from this office.

Address: _____

Land Line Phone: _____ Fax: _____

Cell Phone: _____ [does the billing for this cell number come to you or someone else?

Safe e-mail address: _____ (e-mail communications are not
always confidential – please use precautions.)

Do you prefer a phone call before an e-mail or fax is sent? Yes___ No___

5. Who referred you to this office? _____

6. Please complete the following information concerning your employment.

Employer: _____ Job title: _____

Street address: _____

City, state, zip: _____

Work Phone: _____ May we call you at work? Yes___ No___

E-mail: _____ May we e-mail you at work? Yes___ No___

Gross salary per month or annually: _____

Length of employment: _____

Education: _____

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ABOUT YOUR SPOUSE OR EX-SPOUSE:

7. Please give your spouse's or ex-spouse's *full* name, date and place of birth, Social Security number, and driver's license number.

Full name: first _____ middle _____ last _____

Maiden Name _____ (if applicable)

Birth date: _____ State where born: _____

Social Security number: _____

Driver's license number: _____

8. Where is your spouse or ex-spouse living now, and what is his or her most likely contact phone number?

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Home phone: _____ Cell phone: _____

9. Please complete the following information concerning your spouse's or ex-spouse's employment.

Employer: _____ Job title: _____

Street address: _____

City, state, zip: _____

Phone: _____ Fax: _____

Gross salary per month or annually: _____

Length of employment: _____

Education: _____

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ABOUT YOUR CHILDREN (if any):

10. Please give the full name, date and place of birth, sex, Social Security number, and school information of each child for this marriage:

Name: first _____ middle _____ last _____

Sex (M/F): _____ Date of birth: _____ Age: _____

Place of birth: _____

Social Security number: _____

School Attended: _____ Grade: _____

Name: first _____ middle _____ last _____

Sex (M/F): _____ Date of birth: _____ Age: _____

Place of birth: _____

Social Security number: _____

School Attended: _____ Grade: _____

Name: first _____ middle _____ last _____

Sex (M/F): _____ Date of birth: _____ Age: _____

Place of birth: _____

Social Security number: _____

School Attended: _____ Grade: _____

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ABOUT YOUR MARRIAGE AND SEPARATION (if applicable):

11. MARRIAGE

Date of marriage ____/____/____ City and State _____

How long have you lived in: Live Oak County _____; Texas _____

Do you and your spouse have a premarital or post marital agreement? (No) ____ (Yes) _____,

if yes, date signed ____/____/____ date ratified ____/____/____

Prepared by whom: _____

If there is a pre nup or post nup do you have access to a copy of it? _____

Are you now physically separated from your spouse? _____; If so, date separated: ____/____/____

Do you know if your spouse has consulted with an attorney regarding your current circumstances? _____

If the answer is yes, please provide the attorney's name, if you know who it is

12. COUNSEL

If you have retained or are currently represented by another attorney on this matter, please provide the attorney's name _____

Have you terminated the attorney-client relationship between yourself and the above named attorney?

Yes _____ No _____

13. BANKRUPTCY

Are you and/or your spouse currently involved in any type of bankruptcy proceeding? If so, please briefly summarize the current status of the bankruptcy.

14. PROPERTY SKETCH

a. Gross value of Real Estate? _____

b. Value of Liquid Assets? _____

c. Do you want your house sold? _____

d. Briefly describe and give an estimated value of any retirement plans of you and/or your spouse: _____

e. Do you have significant Frequent Flyer Miles? _____

f. Your car: _____

g. Spouse's car: _____

h. Other vehicles owned: _____

**Attorney/Client-Privileged Information
All Information is Confidential**

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i. Please provide a general description of any other assets or investments owned and your opinion of value:

j. Please estimate the total liabilities/debts of you and your spouse, including real estate mortgages:

15. Do you or your spouse or ex-spouse have any other children for whom a duty of support is owed? **Yes / No**

If so, please provide the name and age of each child:

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

16. Where and with whom do these children live? _____

17. Do you pay/receive child support? _____ If so, how much? \$ _____ per _____

18. Does your spouse or ex-spouse pay/receive child support? _____ if so, how much? \$ _____ per _____

19. If a divorce is granted, should the wife's maiden name be restored? _____

If so, what name should be used? _____

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STATEMENT OF HEALTH INSURANCE AVAILABILITY

This statement is made by Petitioner, in accordance with section 154.181 of the Texas Family Code.

1. Child

The Following child is the subject of this suit:

Name: _____

Birth date: _____

2. Health Insurance Availability

Name of insurance company: _____

Policy number: _____

Party responsible for premium: _____

Monthly cost of premium: \$ _____

The insurance coverage is provided through a parent's employment / government program / private insurance.

Date: _____ Signature: _____

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CONSULTATION AND REPRESENTATION FEES

I UNDERSTAND that there is no fee for an initial consultation lasting approximately 45 minutes.

I UNDERSTAND that unless otherwise agreed, any consultation time thereafter will be billed at the regular hourly rate as follows:

Alan D. Bluhm \$200.00 per hour

I UNDERSTAND that any deposit quoted by the attorney shall be valid for a period of 90 days from the date of this initial consultation. Thereafter, said deposit may be subject to change.

I UNDERSTAND that, after this consultation, regardless of the fee quoted by the attorney, the attorney may choose not to take the case before I retain the FIRM.

I UNDERSTAND that, the FIRM, and its attorneys are not obligated to take my case under any circumstance, and may offer me a referral to other counsel, which referral I may exercise or decline at my own discretion.

I UNDERSTAND that if I accept a referral from FIRM, I agree not to hold the FIRM, its attorneys, nor legal assistants responsible for the performance of any attorney to whom I may be referred.

DATE: _____ SIGNATURE: _____

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PLEASE READ CAREFULLY AND SIGN

Please be aware that if you disclose any abuse of a minor child by you or anyone else during our visits, I have a duty to disclose this information to law enforcement or the proper reporting authorities.

Please be advised that I cannot make any promises or guarantees as to the outcome of your case other than to provide you with the best possible representation.

Please also be advised that YOU MAY BE PROHIBITED FROM POSSESSING ANY FIREARMS. If the judge presiding over your case issues an order, which restrains you from harassing your spouse or other intimate partner, this includes restraining orders, protective orders, permanent injunctions, and any other orders meeting the definition. 18 U.S.C. § 922(g)(8) state in part:

“It shall be **unlawful** for any person...who is subject to a **court order** that -

(A) was issued after a **hearing** of which such person received **actual notice**, and at which such person had an **opportunity to participate**;

(B) **restrains such person from harassing**, striking, or threatening an **intimate partner** of such person or child of such intimate partner or person, or engaging in other conduct that would place an intimate partner in reasonable fear of bodily injury to the partner or child; and

(C) (i) includes a **finding** that such person represents a credible threat to the **physical safety** of such intimate partner or child; or

(ii) by its terms explicitly **prohibits the use**, attempted use, or threatened use of **physical force** against such intimate partner or child that would reasonably be expected to cause bodily injury to ship or transport in interstate or foreign commerce, or **possessing or affecting commerce, any firearm or ammunition**; or to receive any firearm or ammunition which has been shipped or transported in interstate or foreign commerce.

VIOLATION OF 18 U.S.C. §922(g)(8) is a FEDERAL FELONY WHICH CAN SUBJECT YOU TO IMPRISONMENT AND A FINE! If you own firearms, either for home protection, sporting, or hunting, please advise us.

I have read the foregoing and I understand and I am in agreement with the terms and conditions contained therein.

DATE _____ SIGNATURE _____

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RISK OF USING EMAIL

Transmitting information by email has a number of risks that you should consider before using email. Email is not necessarily secure and therefore may not be confidential. There are many risks associated with communication via email. These include, but are not limited to, the following risks:

- a. Email can be circulated, forwarded, stored electronically and on paper, and broadcast to unintended recipients.
- b. Email senders can easily misaddress an email. As a result, the email could be randomly intercepted and disclosed by an otherwise disinterested person. Furthermore, there is a risk that someone specifically interested in the matter could intercept the message, which is the subject of the communication.
- c. Backup copies of email may exist even after the sender or the recipient has deleted his or her copy. Computers are often set-up to store all email sent and received. Additionally, many computers create "temporary" files, which essentially form a temporary backup of every email sent or received.
- d. If the email is sent from a home computer, there is a risk of having someone obtain that email through access to the same internet account or to email stored in that email account.
- e. Employers and on-line services have a right to inspect email transmitted through their systems.
- f. Email can be intercepted, altered, forwarded, or used without authorization or detection.
- g. Email can be used to introduce viruses into computer systems.
- h. Email can be used as evidence in court.
- i. Emails may not be secure and therefore it is possible that the confidentiality of such communications may be breached by a third party.

I acknowledge that I have read and fully understand this consent form. I understand the risks associated with the communication of email, and consent to the risks and use of email.

DATE _____ SIGNATURE _____

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EMPLOYMENT CONTRACT

This letter is written to confirm the terms on which you have agreed to employ this firm to represent you in a divorce proceeding.

CLIENT UNDERSTANDS THAT LEGAL REPRESENTATION WILL NOT COMMENCE UNTIL THE RETAINER FEE AND ADVANCED DEPOSIT IS PAID IN FULL AND THIS CONTRACT HAS BEEN SIGNED BY CLIENT AND GIVEN TO FIRM.

Our services will consist of the court appearances, telephone conferences, travel, investigative work, legal research, review of material received from all sources, drafting of pleadings and incidental correspondence, participation in settlement conferences and other necessary preparation for a divorce proceeding.

This agreement does not include presentation of this case to any appellate court or preparation of motions ancillary to this representation. If appeal is necessary, client and attorney will consider the appeal as a separate and distinct cause of action requiring a new fee arrangement.

In partial consideration for my acceptance of your case, you have agreed to pay this firm a non-refundable retainer in the amount of \$_____. This non-refundable retainer is to be paid to secure the services of this firm and to compensate for assuming responsibility for your case and insure this firm's availability to represent you. The non-refundable retainer will not be credited against any legal work contemplated and shall be fully earned upon receipt, with such non-refundable retainer allowing us to set aside sufficient time and resources to accomplish the requested services. The non-refundable retainer will not be held subject to trust account protection but will instead be deposited in a general or operating fund.

In addition, an advanced deposit of \$_____ is required for the preparation of a divorce proceeding. The hourly fee and/or expenses will be credited against this advanced deposit. If your deposit is exhausted, you agree to pay an additional deposit determined at that time by this office. Such an additional deposit will probably be necessary if it appears at the beginning of your case that a final disposition may be possible without incurring considerable expenses for accountants, actuaries, appraisers, or other experts, for deposition expenses, and so forth, but it later becomes necessary to incur such expenses. Any unused portion of this additional deposit will be refunded to Client upon conclusion of Client's case.

Attorney acknowledges receipt of \$_____ on this date.

Client has represented to attorney that this case will involve an agreement between the parties and that the respondent will sign a waiver and an agreed final order. If respondent signs said waiver and said agreed final order, then client and attorney agree that the advanced deposit referenced in the paragraph above will be the entire amount that client owes attorney for this case.

Alan D. Bluhm

Client

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If there is not an agreement between the parties as referenced above, you have agreed to additionally compensate this firm for services rendered in excess of those covered by the advanced deposit fee. You will currently be charged as follows:

Alan D. Bluhm

\$200.00 per hour

These hourly rates may change during our representation. If such changes are necessary, you will be notified in writing 30 days before the change. All services, including telephone conferences and e-mails are billed in 6 minute increments regardless of the actual time spent.

In further consideration for our acceptance of your case, you have agreed to promptly reimburse the firm for incidental expenses for your case, such as court costs, travel expenses, long-distance phone calls, postage, retaining the services of a private investigative firm, document reproduction, telecopier transmissions and so forth. These expenses will be itemized on your monthly billing statement, and it is our agreement that you will remit payment to reimburse these expenses immediately on your receipt of a statement.

You have also agreed to assist us in furnishing necessary witnesses to appear on reasonable notice and have agreed to comply with all or the firm's reasonable requests in connection with the preparation and presentation of your case.

While your concern for the costs involved is certainly appreciated, you must understand that it is impossible to predict accurately all that will be required to represent your legal interests in this matter, both present and future. Thus it is impossible to predict accurately the total amount of the fee for professional services or other costs that may be involved in representing your interests. In this regard, it is fair that you be cautioned at the outset that sometimes (and not infrequently) complexities develop in areas where they are not expected by a client. Sometimes, because of extreme bitterness and hurt feelings, or because of substantial property interests, Family law cases become unreasonably time-consuming. This firm has made no express or implied representations or guarantees concerning the outcome of your case or how long your case will take to complete.

Just as you are depending on my expertise and professionalism, I will depend on you to keep faith with me if complexities develop in your case where you did not expect them. Your continuing faith in this firm during what might become a prolonged period is vitally important to the maintenance of your legal rights; its importance simply cannot be overemphasized.

Conversations between an attorney and client are protected by law and by the disciplinary rules to which attorneys are subject. No attorney can be compelled to reveal any confidential communications, except in accordance with section 261.101 of the Texas Family Code regarding child abuse, which states that if a professional (which includes your attorney and employees of your attorney) has cause to believe that a child has been abused or neglected or may be abused or neglected or that a child is a victim of an offense under section 21.11 of the Texas Penal Code. and the professional has cause to believe that the child has been abused as defined by section 261.001 or 261.401 of the Texas Family Code, the professional shall make a report not later than the forty- eighth hour after the hour the professional first suspects that the child has been or may be abused or neglected or is a victim of an offense under section 21.11 of the Texas penal Code. The reason for this confidentiality protection is that the experience of many hundreds of years has proved that the interests of the client are best served when the client's attorneys are fully informed of all the facts well in advance of any possible contest. Your candor will assist me tremendously in

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representing you; it is doubly protected by law and the disciplinary rules and is very much encouraged. You can rely on me to be candid with you, as well.

I will do my best to keep you advised on how the case seems to be progressing, based on information I receive from the court, from the other side, and from you. I will send you copies of all pleadings for your information.

I will do everything possible to expedite the appropriate disposition of your case consistent with the time limitations imposed by law and the protection of your present and future legal interests. There may well be some difficult decisions for you to make. It is an attorney's responsibility to advise you on the legal ramifications of the decisions, but you must make the actual decisions.

You will be billed monthly on or about the first of the month by statements from this office. You have agreed that your failure to make payment timely or to otherwise perform your obligations under our agreement will be grounds for the firm's withdrawal from your representation. We have agreed that these provisions are fair because our effort, to be successful, must be the product of our teamwork.

If the court grants this firm a judgment against your spouse for your attorney's fees, it will still be your responsibility to pay the firm in accordance with the terms of this letter contract. The firm will then give your account credit for sums collected from your spouse if, as, and when the sums are paid, less reasonable costs (including attorney's fees) incurred by the firm in collecting them. If your account is current, it may be possible, if you then prefer, for the firm to assign to you any such judgment for your own collection against your spouse.

It is my experience that the tax considerations of my clients are sophisticated and often complex. Therefore, although tax considerations are addressed in each case, this firm's services do not include tax advice and you will be expected to obtain independent tax advice about any division or award of property in this case before entering into any settlement agreement.

This firm reserves the right and privilege to destroy a client's file, five years from the date the file is closed.

You hereby agree that, if you should at any time become displeased or dissatisfied with any aspect whatsoever of this firm's legal representation, or if you should at any time have any serious question concerning that representation, you will immediately notify me of that fact in writing by certified mail, return receipt requested.

You agree that this firm reserves the right to terminate the attorney-client relationship and withdraw from your further representation for any of the following reasons:

1. Your failure to cooperate and comply fully with any reasonable request of this firm's about your case;
2. Your engaging in conduct or making statements that render it unreasonably difficult for this firm to carry out the purposes of its employment;
3. Your insisting that this firm engage in conduct that is contrary to my judgment and advice;
4. Your failure to pay fees and costs as provided in this agreement.

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Privacy Policy Notice: Attorneys, like other professionals who advise on personal financial matters, are required by a federal law (the Gramm-Leach-Bliley Act) to inform their clients of their policies regarding privacy of client information. Attorneys have been, and continue to be, bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected our clients' right to privacy. In the course of representing our clients, we receive all manner or significant personal financial information from them. As a client of the firm, you are advised that all information we receive from you will be held in confidence and not released to outside persons, except as agreed to by you or as required under applicable law. We retain records relating to professional services that we provide so as to assist our client with their professional needs and, in some cases, to comply with professional guidelines. To guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

This firm is privileged to have this opportunity to be or service to you. I appreciate your trust and confidence, as well as your business. If you completely approve this agreement, please date and sign the original of this letter where indicated, return it to this office, and retain the enclosed copy for your file.

Sincerely yours,

BLUHM LAW FIRM, PLLC

By: _____
Alan D. Bluhm

ACCEPTED AND AGREED TO ON: _____

Client

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36th, 156th and 343rd DISTRICT COURTS STANDING ORDER REGARDING CHILDREN, PROPERTY AND CONDUCT OF THE PARTIES

No party to this lawsuit has requested this order. Rather, this order is a standing order of the 36th, 156th, and 343rd District Courts that applies in every divorce suit and every suit affecting the parent-child relationship filed in the 36th, 156th or 343rd Judicial District Court, with the exception of modifications in suit affecting the parent-child relationship and actions brought by the Office of the Attorney General or Family Protective Services. The 36th, 156th and 343rd District Courts have adopted this order because the parties and their children should be protected and their property preserved while the lawsuit is pending before the Court.

Therefore, it is **ORDERED**:

1. NO DISRUPTION OF CHILDREN.

Both parties are **ORDERED** to refrain from doing the following acts concerning any children who are subjects of this case:

- 1.1 Removing the children from the State of Texas, acting directly or in concert with others, without the written agreement of both parties or an order of this Court.
- 1.2 Disrupting or withdrawing the children from the school or day-care facility where the children are presently enrolled, without the written agreement of both parents or an order of this Court.
- 1.3 Hiding or secreting the children from the other parent or changing the children's current place of abode, without the written agreement of both parents or an order of this Court.
- 1.4 Disturbing the peace of the children.

2. CONDUCT OF THE PARTIES DURING THE CASE.

Both parties are **ORDERED** to refrain from doing the following acts:

- 2.1 Using vulgar, profane, obscene, or indecent language, or a coarse or offensive manner, to communicate with the other party, whether in person, by telephone, or in writing.
- 2.2 Threatening the other party in person, by telephone, or in writing to take unlawful action against any person.
- 2.3 Placing one or more telephone calls, at an unreasonable hour, in an offensive or repetitious manner, without a legitimate purpose of communication, or anonymously.
- 2.4 Opening or diverting mail addressed to the other party.

3. PRESERVATION OF PROPERTY AND USE OF FUNDS

If this is a divorce case, both parties to the marriage are **ORDERED** to refrain from doing the following:

- 3.1 Destroying, removing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both of the parties.
- 3.2 Misrepresenting or refusing to disclose to the other party or to the Court, on proper request, the existence, amount, or location of any property of one or both of the parties.

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- 3.3 Damaging or destroying the tangible property of one or both of the parties, including any document that represents or embodies anything of value.
- 3.4 Tampering with the tangible property of one or both of the parties, including any document that represents or embodies anything of value, and causing pecuniary loss to the other party.
- 3.5 Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of either party, whether personal property or real estate property, and whether separate or community, except as specifically authorized by this order.
- 3.6 Incurring any indebtedness, other than legal expenses in connection with this suit, except as specifically authorized by this order.
- 3.7 Making withdrawals from any checking or savings account in any financial institution for any purpose, except as specifically authorized by this order.
- 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.
- 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.
- 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 or limit credit or charge cards in the name of the other party.
- 3.12 Entering, operating, or exercising control over the motor vehicle in the possession of the other party.
- 3.13 Discontinuing or reducing 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.

4. PERSONAL AND BUSINESS RECORDS.

If this is a divorce case, both parties to the marriage are **ORDERED** to refrain from doing the following acts:

- 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 Falsifying any writing or record relating to the property of either party.
- 4.3 "Records" include e-mail or other digital or electronic data, whether stored on a computer hard drive, diskette or other electronic storage device.

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5. INSURANCE.

If this is a divorce case, both parties to the marriage are **ORDERED** to refrain from doing the following acts:

- 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.
- 5.2 Changing or in any manner altering the beneficiary designation on any life insurance on the life of either party or the parties' children.
- 5.3 Canceling, altering, or in any manner affecting any casualty' automobile, or health insurance policies insuring the parties' property of persons including the parties' minor children.

6. SPECIFIC AUTHORIZATIONS.

If this is a divorce case, 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 for food, clothing, shelter, transportation and medical care.
- 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 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.
- 7.2 If the Petitioner is represented by an attorney, the attorney for Petitioner shall deliver a copy of this order to the Petitioner and advise the client of its meaning and effect.
- 7.3 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 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 the Court. This entire order will terminate and will no longer be effective once the Court signs a final order.

8. EFFECT OF OTHER COURT ORDERS.

If any part of this order is different from 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.

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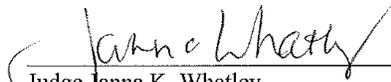
9. **PARTIES ENCOURAGED TO MEDIATE**

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, to resolve the conflicts that may arise in this lawsuit.

THIS STANDING ORDER OF THE 36TH, 156TH AND 343RD JUDICIAL DISTRICT COURTS REGARDING CHILDREN, PROPERTY AND CONDUCT OF THE PARTIES SHALL BECOME EFFECTIVE ON JULY 15, 2008.


Judge Stahr B. Bauer
36th District Court


Judge Patrick L. Flanigan
156th District Court


Judge Janna K. Whatley
343rd District Court



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