

IN THE DISTRICT COURT IN AND FOR _____ COUNTY
STATE OF OKLAHOMA

IN THE MATTER OF THE MARRIAGE OF

Petitioner,

and

Respondent.

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Case No.:

**SUMMONS and NOTICE OF
AUTOMATIC TEMPORARY INJUNCTION**

TO THE ABOVE NAMED RESPONDENT:

Take notice that you have been sued in the _____ County District Court, State of Oklahoma. You must file a written response to the attached Petition in the office of the Court Clerk in said County within twenty (20) days after you have received this summons, exclusive of the day of service. Within twenty (20) days, you must also deliver a copy of your response to the Petitioner at the address shown below. If you fail to file and deliver your response within twenty (20) days, The Court may grant a default judgment against you, and grant the Petitioner all the relief requested in the Petitioner's petition. You may seek the advice of an attorney in connection with any matter in this suit.

Issued this _____ day of _____.

_____, Court Clerk

By: _____
Deputy Court Clerk

Print Name of Petitioner

Address

City, State, Zip Code

_____ Telephone Number

Petitioner, pro se

This Summons AND Notice was served on this _____ day of _____, 20____.

Name of Person Serving Summons

SEE THE NEXT PAGES FOR AN IMPORTANT ORDER AFFECTING YOUR RIGHTS

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.

Oklahoma Statutes (43 O.S. '110) provide that upon the filing of a Petition for Divorce or Legal Separation by the Petitioner, or 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 under 43 O.S. '110(A)(4).

THEREFORE, BOTH YOU AND YOUR SPOUSE ARE NOTIFIED THAT THERE IS AN AUTOMATIC TEMPORARY INJUNCTION IN EFFECT. THIS AUTOMATIC TEMPORARY INJUNCTION CONTAINS THE FOLLOWING PROVISIONS:

a. restraining the parties from transferring, encumbering, 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 in the usual course of business, for the purpose of retaining an attorney for the case or for the necessities of life and requiring each party to notify the other party of any proposed extraordinary expenditures and to account to the court for all extraordinary expenditures made after the injunction is in effect,

b. restraining the parties from:

(1) intentionally or knowingly damaging or destroying the tangible property of the parties, or of either of them, specifically including, but not limited to, any electronically stored materials, electronic communications, social network data, financial records, and any document that represents or embodies anything of value,

(2) making any 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,

(3) withdrawing or borrowing in any manner all or any part of the cash surrender value of any life insurance policies on either party or their children,

(4) changing or in any manner altering the beneficiary designation on any life insurance policies on the life of either party or any of their children,

(5) canceling, altering, or in any manner affecting any casualty, automobile, or health insurance policies insuring the parties' property or persons,

(6) opening or diverting mail addressed to the other party, and

(7) 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,

c. requiring the parties to maintain all presently existing health, property, life and other insurance which the individual is presently carrying on any member of this family unit, 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,

- d. enjoining both parties from molesting or disturbing the peace of the other party or of the children to the marriage,
- e. restraining both parties from disrupting or withdrawing their children from an educational facility and programs where the children historically have been enrolled, or day care,
- f. restraining both parties from hiding or secreting their children from the other party,
- g. restraining both parties from removing the minor children of the parties, if any, 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, and
- h. requiring, unless otherwise agreed upon by the parties in writing, the delivery by each party to the other within thirty (30) days from the earlier of either the date of service of the summons or the filing of an initial pleading by the respondent, the following documents:

- (1) 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,
- (2) two (2) months of the most recent pay stubs from each employer for whom the party worked,
- (3) statements for the past 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,
- (4) 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,
- (5) documentation regarding the cost and nature of employment or educationally related child care expenses incurred for the benefit of the minor child or children of the parties, and
- (6) documentation regarding all debts in the name of either party individually or jointly, showing the most recent balance due and payment terms.

2. If either party is not in possession of a document required pursuant to subparagraph h of paragraph 1 of this subsection 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, the reasons the document 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 43 O.S. '110(A)(2)(b), 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 checked the boxes and signed below.

Dated: _____

Dated: _____

G _____
Signature of Petitioner

G _____
Signature of Respondent