

2026-000,461

**STANDING ORDER REGARDING  
CHILDREN, PROPERTY, AND CONDUCT OF THE PARTIES**

**THIS DISTRICT COURTS AND COUNTY COURTS AT LAW STANDING ORDER REGARDING CHILDREN, PROPERTY, AND CONDUCT OF THE PARTIES 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 CONFINEMENT.**

No party in this lawsuit has requested this order. Rather, this order is a standing order of the District Courts and County Courts at Law of Lubbock County, that applies in every divorce suit and every suit affecting the parent-child relationship, including a suit for modification or enforcement of a prior order. The District Courts and County Courts at Law 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.

**IT IS THEREFORE ORDERED:**

1. **NO DISRUPTION OF CHILDREN.** All parties are **ORDERED** to refrain from doing the following acts concerning the children who are subjects of this cause:
  - 1.1. Removing the children from the State of Texas for the purpose of changing the children's domicile or residence, acting directly or in concert with others, without the written agreement of all parties or an order of this Court; provided, however, that this paragraph shall not prohibit or restrict a party from removing the children if an active prior court order gives that party the right to designate the children's primary residence outside the State of Texas or without regard to geographic location.
  - 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 all parties or an order of this Court.
  - 1.3. Hiding or secreting the children from the other party.
  - 1.4. Disturbing the peace of the children.
  - 1.5. Making disparaging remarks in the presence of the children 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.
  - 1.6. Discussing with the children, or with any other person in the presence of the children, any litigation related to the children or the other party.
  - 1.7. If this is an original divorce action, allowing anyone with whom the party has a dating relationship to be in the same dwelling or on the same premises overnight while in possession of the child. Overnight is defined from 10:00 p.m. until 7:00 a.m. or any portion thereof.

2. **CONDUCT OF THE PARTIES DURING THE CASE.** All parties are **ORDERED** to refrain from doing any of the following acts, or directing or knowingly allowing another person to do any of the following acts:
  - 2.1. 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.
  - 2.2. Threatening another 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.
  - 2.3. 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.
  - 2.4. Intentionally, knowingly, or recklessly causing bodily injury to the other party or to a child of either party.
  - 2.5. Threatening the other party or a child of either party with imminent bodily injury.
  - 2.6. Tracking or monitoring personal property or a motor vehicle in the possession of a party, without that party's effective consent, including by: (1) using a tracking application on a personal electronic device in the possession of that party or using a tracking device; or (2) physically following that party or causing another to physically follow that party.
  - 2.7. Using any password or personal identification number to gain access to the other party's email account, bank account, social media account, or any other electronic account.
  - 2.8. Deleting any data or content from any social network profile used or created by either party or a child of the parties.
  - 2.9. 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 knows 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.
3. **PRESERVATION OF PROPERTY AND USE OF FUNDS.** If this is a divorce case, both parties to the marriage are **ORDERED** to refrain from the following conduct:
  - 3.1. 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.
  - 3.2. 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.
  - 3.3. Spending any money in either party's possession or subject to either party's control for any purpose, except as specifically authorized by this order.
  - 3.4. 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 of either party.

- 3.5. 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.
  - 3.6. Taking any action to terminate or limit credit or charge credit cards in the name of the other party.
  - 3.7. Discontinuing or reducing the withholding for federal income taxes from either party's wages or salary.
  - 3.8. 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.
  - 3.9. 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.
  - 3.10. Excluding the other party from the use and enjoyment of a specifically identified residence of the other party.
  - 3.11. Entering, operating, or exercising control over a motor vehicle in the possession of the other party.
  - 3.12. 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.
  - 3.13. 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, including electronically stored or recorded information.
  - 3.14. Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of the parties or either party, except as specifically authorized by this order or a subsequent order of this Court.
  - 3.15. Incurring any debt, other than legal expenses in connection with this suit, except as specifically authorized by this order.
  - 3.16. Withdrawing money from any checking or savings account in a financial institution for any purpose, except as specifically authorized by this order.
  - 3.17. Opening or diverting mail or e-mail or any other electronic communication addressed to the other party.
  - 3.18. 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.
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. Intentionally falsifying a writing or record, including an electronic record, relating to the property of either party.
  - 4.2. 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.

- 4.3. 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.
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 a life insurance policy on the life of either party or a child of the parties.
  - 5.2. Changing or in any manner altering the beneficiary designation on any life insurance on the life of either party or child of the parties.
  - 5.3. Canceling, 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.
6. **SPECIFIC AUTHORIZATION.** 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 the parties and their dependents.
7. **APPLICATION FOR EX PARTE ORDERS.** By presenting any application for an ex parte order, counsel is deemed to represent to the Court that:
  - 7.1. To the best of counsel's knowledge, the party against whom the relief is sought is not represented by counsel; or
  - 7.2. If the party against whom the relief is sought is represented by counsel, that (i) such counsel has been notified of the application and does not wish to be heard by the Court thereon; or (ii) counsel presenting the application has diligently attempted to notify opposing counsel, has been unable to do so, and the circumstances do not permit additional efforts to give such notice.
8. **MANDATORY EXCHANGE OF INFORMATION PRIOR TO HEARING ON CHILD SUPPORT.** Within 30 days of a parent's appearance in a suit involving children, and at least 24 hours prior to any hearing, each parent shall produce the following:
  - 8.1. Information sufficient to accurately identify that parent's net resources and ability to pay child support including all payroll statements, pay stubs, W2 forms, and 1099 forms which evidence that party's earnings for the six months preceding the first scheduled hearing.

- 8.2. Copies of income tax returns for the past two years, a financial statement, and current pay stubs.
- 8.3. Regarding each child's health insurance: 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.
- 8.4. Regarding each child's dental insurance: 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.

## 9. USE OF ARTIFICIAL INTELLIGENCE.

- 9.1. **Liability:** All attorneys and self-represented litigants are responsible for the accuracy of their filings. Reliance on AI-generated information that results in the submission of fabricated, misleading, or non-existent citations or facts may result in sanctions under the Texas Rules of Civil Procedure and the inherent power of this Court.

## 10. SERVICE AND APPLICATION OF THIS ORDER.

- 10.1. The Petitioner shall attach a copy of this order to the original petition and to each copy of the petition.
- 10.2. 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 service of the original petition. If no party contests this order within fourteen days after the date of service of the original petition, this order shall continue in full force and effect as a temporary injunction until further order of this court.

**APPROVED AND ADOPTED, this 13<sup>th</sup> day of January 2026.**

DocuSigned by:  
*Douglas H. Freitag*

Douglas H. Freitag, Judge Presiding  
140<sup>th</sup> District Court & Local Administrative Judge

Signed by:  
*John Grace*

John Grace, Judge Presiding  
72<sup>nd</sup> District Court

DocuSigned by:  
*Phillip Hays*

Phillip Hays, Judge Presiding  
99<sup>th</sup> District Court

DocuSigned by:  
*John (Trey) McClendon III*

John (Trey) McClendon, III, Judge Presiding  
137<sup>th</sup> District Court

DocuSigned by:  
*Les Hatch*

Les Hatch, Judge Presiding  
237<sup>th</sup> District Court

Signed by:  
*William R. Eichman II*

William R. Eichman, II, Judge Presiding  
364<sup>th</sup> District Court

Signed by:  
*Mark J. Hocker*

Mark Hocker, Judge Presiding  
County Court-at-Law #1

Signed by:  
*Tom Brummett*

Tom Brummett, Judge Presiding  
County Court-at-Law #2

Signed by:  
*Benjamin A. Webb*

Ben Webb, Judge Presiding  
County Court-at-Law #3