

IN THE DISTRICT COURT OF PAYNE COUNTY
STATE OF OKLAHOMA

IN RE THE MARRIAGE OF:

Petitioner

-and-

Respondent

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Case No. _____

**SUMMONS and NOTICE OF
AUTOMATIC TEMPORARY INJUNCTION**

TO THE ABOVE NAMED RESPONDENT:

You have been sued by the above-named Petitioner and you are directed to file a written Response to the attached Petition in the office of the Court Clerk in the County named above **within twenty (20) days** after service of this summons upon you, exclusive of the day of service. Within the same time, a copy of your Response must be delivered or mailed to the attorney for Petitioner or to the Petitioner if not represented by an attorney.

Unless you respond to the Petition within the time stated, judgment will be rendered against you for the relief demanded in the petition, with costs of the action.

Issued this _____ day of _____, _____.

_____, Court Clerk

Name, address, phone number of Petitioner
or Petitioner's attorney and OBA Number

By: _____
Deputy Court Clerk

**YOU MAY SEEK THE ADVICE OF AN ATTORNEY ON ANY MATTER CONNECTED WITH THIS
SUIT OR YOUR RESPONSE. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO
THAT A RESPONSE MAY BE FILED WITHIN THE TIME LIMIT STATE IN THE SUMMONS.**

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

Name of Person Serving Summons

SEE THE NEXT PAGE (OR OTHER SIDE) FOR AN IMPORTANT ORDER AFFECTING YOUR RIGHTS

AUTOMATIC TEMPORARY INJUNCTION NOTICE

WARNING: This is an official Court Order by operation 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 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, and **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 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 prior written consent of the other party, which shall not be unreasonably withheld.
5. Selling, mortgaging, encumbering, transferring, loaning, giving away, concealing in 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 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 children.
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 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.

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: _____

Date: _____

Signature of Petitioner

Signature of the Respondent

