

EXPLAINING THE AUTOMATIC TEMPORARY INJUNCTION

The very first document to be filed in a divorce is the Petition for Dissolution of Marriage. When you file the petition, you are formally asking the court to grant a dissolution of marriage. The divorce process then officially begins.

At the end of your Petition, there is an attachment called an Automatic Temporary Injunction, "ATI". The ATI is required by Oklahoma to be included in all initial divorce filings. It is used as a tool to protect both parties. It encompasses the marital estate and all its contents. Some people describe it as a 'freezing of the marital estate.

Although the ATI provides signature lines for waiving, it is almost never waived in its' entirety. Individual parts might be waived on a case by case basis. Before waiving any part of the ATI you should seek the advice of an attorney.

~ **Barbara Ann Bartlett** ~

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The following is the ATI as required by Oklahoma:

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: both parties have signed their names below agreeing to waive these Automatic Temporary Orders; or 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 the prior written consent of the other party, which shall not be unreasonably withheld.

5. Selling, mortgaging, encumbering, transferring, loaning, giving away, 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:
 - (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 any negotiable 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.

ASSISTANCE FROM PEACE OFFICER

14. A peace officer shall use every reasonable means to enforce the injunction which enjoins both parties from molesting or disturbing the peace of the other party or the children of the marriage against a Petitioner or Respondent, whenever there is exhibited by a Respondent or by the Petitioner to the peace officer a copy of the petition or summons, with an attached Temporary Injunction Notice, duly filed and issued pursuant to this section, together with a certified copy of the affidavit of service of process or a certified copy of the waiver and acceptance of service.

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: _____

DO NOT SIGN UNLESS YOU ARE WAIVING THE TEMPORARY INJUNCTION.

Signature of Petitioner

Signature of Respondent