

1 **SENATE FLOOR VERSION**

2 March 4, 2025

3 SENATE BILL NO. 755

By: Gollihare

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5  
6 An Act relating to dissolution of marriage; amending  
7 43 O.S. 2021, Section 110, as amended by Section 3,  
8 Chapter 189, O.S.L. 2024 (43 O.S. Supp. 2024, Section  
9 110), which relates to automatic temporary injunction  
and temporary orders; modifying time frame for  
setting hearing for certain temporary orders; and  
declaring an emergency.

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12 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

13 SECTION 1. AMENDATORY 43 O.S. 2021, Section 110, as  
14 amended by Section 3, Chapter 189, O.S.L. 2024 (43 O.S. Supp. 2024,  
15 Section 110), is amended to read as follows:

16 Section 110. A. 1. Except as otherwise provided by this  
17 subsection, upon the filing of a petition for dissolution of  
18 marriage, annulment of a marriage or legal separation by the  
19 petitioner and upon personal service of the petition and summons on  
20 the respondent, or upon waiver and acceptance of service by the  
21 respondent, an automatic temporary injunction shall be in effect  
22 against both parties pursuant to the provisions of this section:

- 23 a. restraining the parties from transferring,  
24 encumbering, concealing, or in any way disposing of,

1 without the written consent of the other party or an  
2 order of the court, any marital property, except in  
3 the usual course of business, for the purpose of  
4 retaining an attorney for the case or for the  
5 necessities of life and requiring each party to notify  
6 the other party of any proposed extraordinary  
7 expenditures and to account to the court for all  
8 extraordinary expenditures made after the injunction  
9 is in effect,

10 b. restraining the parties from:

- 11 (1) intentionally or knowingly damaging or destroying  
12 the tangible property of the parties, or of  
13 either of them, specifically including, but not  
14 limited to, any electronically stored materials,  
15 electronic communications, social network data,  
16 financial records, and any document that  
17 represents or embodies anything of value,  
18 (2) making any withdrawal for any purpose from any  
19 retirement, profit-sharing, pension, death, or  
20 other employee benefit plan or employee savings  
21 plan or from any individual retirement account or  
22 Keogh account,  
23 (3) withdrawing or borrowing in any manner all or any  
24 part of the cash surrender value of any life

1 insurance policies on either party or their  
2 children,

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

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

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

13 (7) signing or endorsing the other party's name on  
14 any negotiable instrument, check, or draft, such  
15 as tax refunds, insurance payments, and  
16 dividends, or attempting to negotiate any  
17 negotiable instruments payable to either party  
18 without the personal signature of the other  
19 party,

20 c. requiring the parties to maintain all presently  
21 existing health, property, life and other insurance  
22 which the individual is presently carrying on any  
23 member of this family unit, and to cooperate as  
24 necessary in the filing and processing of claims. Any

1 employer-provided health insurance currently in  
2 existence shall remain in full force and effect for  
3 all family members,

4 d. enjoining both parties from molesting or disturbing  
5 the peace of the other party or of the children to the  
6 marriage,

7 e. restraining both parties from disrupting or  
8 withdrawing their children from an educational  
9 facility and programs where the children historically  
10 have been enrolled, or day care,

11 f. restraining both parties from hiding or secreting  
12 their children from the other party,

13 g. restraining both parties from removing the minor  
14 children of the parties, if any, beyond the  
15 jurisdiction of the State of Oklahoma, acting directly  
16 or in concert with others, except for vacations of two  
17 (2) weeks or less duration, without the prior written  
18 consent of the other party, which shall not be  
19 unreasonably withheld, and

20 h. requiring, unless otherwise agreed upon by the parties  
21 in writing, the delivery by each party to the other  
22 within thirty (30) days from the earlier of either the  
23 date of service of the summons or the filing of an  
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1 initial pleading by the respondent, the following  
2 documents:

3 (1) the federal and state income tax returns of each  
4 party for the past two (2) years and any  
5 nonpublic, limited partnership and privately held  
6 corporate returns for any entity in which either  
7 party has an interest, together with all  
8 supporting documentation for the tax returns,  
9 including but not limited to W-2 forms, 1099  
10 forms, K-1 forms, Schedule C and Schedule E. If  
11 a return is not completed at the time of  
12 disclosure, the parties shall provide the  
13 documents necessary to prepare the tax return of  
14 the party, to include W-2 forms, 1099 forms, K-1  
15 forms, copies of extension requests and estimated  
16 tax payments,

17 (2) two (2) months of the most recent pay stubs from  
18 each employer for whom the party worked,

19 (3) statements for the past six (6) months for all  
20 bank accounts held in the name of either party  
21 individually or jointly, or in the name of  
22 another person for the benefit of either party,  
23 or held by either party for the benefit of the  
24 minor child or children of the parties,

1 (4) documentation regarding the cost and nature of  
2 available health insurance coverage for the  
3 benefit of either party or the minor child or  
4 children of the parties,

5 (5) documentation regarding the cost and nature of  
6 employment or educationally related child care  
7 expenses incurred for the benefit of the minor  
8 child or children of the parties, and

9 (6) documentation regarding all debts in the name of  
10 either party individually or jointly, showing the  
11 most recent balance due and payment terms.

12 2. If either party is not in possession of a document required  
13 pursuant to subparagraph h of paragraph 1 of this subsection or has  
14 not been able to obtain the document in a timely fashion, the party  
15 shall state in verified writing, under the penalty of perjury, the  
16 specific document which is not available, the reasons the document  
17 is not available, and what efforts have been made to obtain the  
18 document. As more information becomes available, there is a  
19 continuing duty to supplement the disclosures.

20 3. Nothing in this subsection shall prohibit a party from  
21 conducting further discovery pursuant to the Oklahoma Discovery  
22 Code.

23 4. a. The provisions of the automatic temporary injunction  
24 shall be printed as an attachment to the summons and

1 the petition and entitled "Automatic Temporary  
2 Injunction Notice".

3 b. The automatic temporary injunction notice shall  
4 contain a provision which will allow the parties to  
5 waive the automatic temporary injunction. In  
6 addition, the provision must state that unless both  
7 parties have agreed and have signed their names in the  
8 space provided, that the automatic temporary  
9 injunction will be effective. Along with the waiver  
10 provision, the notice shall contain a check box and  
11 space available for the signatures of the parties.

12 5. The automatic temporary injunction shall become an order of  
13 the court upon fulfillment of the requirements of paragraph 1 of  
14 this subsection unless and until:

15 a. the automatic temporary injunction is waived by the  
16 parties. Both parties must indicate on the automatic  
17 temporary injunction notice in the space provided that  
18 the parties have both agreed to waive the automatic  
19 temporary injunction. Each party must sign his or her  
20 own name on the notice in the space provided, or

21 b. a party, no later than three (3) days after service on  
22 the party, files an objection to the injunction and  
23 requests a hearing. Provided, the automatic temporary  
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1           injunction shall remain in effect until the hearing  
2           and a judge orders the injunction removed.

3           6. The automatic temporary injunction shall be dissolved upon  
4 the granting of the dissolution of marriage, final order of legal  
5 separation or other final order.

6           7. Nothing in this subsection shall preclude either party from  
7 applying to the court for further temporary orders, pursuant to this  
8 section, an expanded automatic temporary injunction, or modification  
9 or revocation thereto.

10          8. a. With regard to an automatic temporary injunction, when  
11               a petition for dissolution of marriage, annulment of a  
12               marriage, or a legal separation is filed and served, a  
13               peace officer shall use every reasonable means to  
14               enforce the injunction which enjoins both parties from  
15               molesting or disturbing the peace of the other party  
16               or the children of the marriage against a petitioner  
17               or respondent, whenever:

18               (1) there is exhibited by a respondent or by the  
19               petitioner to the peace officer a copy of the  
20               petition or summons, with an attached Temporary  
21               Injunction Notice, duly filed and issued pursuant  
22               to this section, together with a certified copy  
23               of the affidavit of service of process or a  
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1 certified copy of the waiver and acceptance of  
2 service, and

3 (2) the peace officer has cause to believe that a  
4 violation of the automatic temporary injunction  
5 has occurred.

6 b. A peace officer shall not be held civilly or  
7 criminally liable for his or her action pursuant to  
8 this paragraph if his or her action is in good faith  
9 and without malice.

10 B. After a petition has been filed in an action for dissolution  
11 of marriage or legal separation either party may request the court  
12 to issue:

13 1. A temporary order:

- 14 a. regarding child custody, support or visitation,
- 15 b. regarding spousal maintenance,
- 16 c. regarding payment of debt,
- 17 d. regarding possession of property,
- 18 e. regarding attorney fees, and
- 19 f. providing other injunctive relief proper in the  
20 circumstances.

21 All applications for temporary orders shall set forth the  
22 factual basis for the application and shall be verified by the party  
23 seeking relief. The application and a notice of hearing shall be  
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1 served on the other party in any manner provided for in the Rules of  
2 Civil Procedure;

3 2. A temporary order. If domestic abuse is not alleged, when  
4 setting a hearing to enter temporary orders, the court shall conduct  
5 a substantive hearing and issue a ruling on custody, visitation,  
6 child support, and other ancillary matters, including property. The  
7 court shall schedule the hearing to take place within thirty (30)  
8 days from the date that the application for temporary orders is  
9 presented to the court for scheduling by the moving party, unless  
10 the parties agree in writing to waive this requirement, and said  
11 agreement is memorialized by an order of the court. The moving  
12 party shall provide at least five (5) days' notice of hearing to the  
13 nonmoving party;

14 3. A temporary order. In an application for a temporary order,  
15 any party alleging acts of domestic abuse, as defined by Section 109  
16 of this title, against the other party, or the minor child or  
17 children at issue and either of the following are present:

18 a. the moving party has been granted a temporary or  
19 permanent order of protection against the other party  
20 for domestic abuse committed against the moving party  
21 or the minor child or children at issue, or

22 b. the party against whom domestic violence has been  
23 alleged has been charged in any criminal proceeding,  
24 within the past five (5) years, with an act of

1 domestic abuse wherein the moving party or a child of  
2 the party alleging domestic abuse is the victim,  
3 the court shall set a hearing upon application within ten (10) days  
4 ~~of filing~~ from the date that the application for a temporary order  
5 is presented to the court for scheduling by the moving party, with  
6 the moving party providing five (5) days' notice of hearing to the  
7 nonmoving party unless waived by both parties, and memorialized by  
8 an order of the court. The court shall conduct a substantive  
9 hearing and issue a ruling on custody, visitation, child support,  
10 and other ancillary matters, including property. The requesting  
11 party shall attach a certified copy of the emergency protective  
12 order, probable cause affidavit, or charging information, if  
13 available, to the temporary orders application; and

14 4. A temporary restraining order. If the court finds on the  
15 basis of a verified application and testimony of witnesses that  
16 irreparable harm will result to the moving party, or a child of a  
17 party if no order is issued before the adverse party or attorney for  
18 the adverse party can be heard in opposition, the court may issue a  
19 temporary restraining order which shall become immediately effective  
20 and enforceable without requiring notice and opportunity to be heard  
21 to the other party. Provided, for the purposes of this section, no  
22 minor child or children temporarily residing in a licensed,  
23 certified domestic violence shelter in the state shall be removed by  
24 an ex parte order. If a temporary restraining order is issued

1 pursuant to this paragraph, the motion for a temporary order shall  
2 be set within ten (10) days, but such hearing shall not be heard  
3 unless five (5) days' notice of hearing is given to the other party.

4 C. Any temporary orders and the automatic temporary injunction,  
5 or specific terms thereof, may be vacated or modified prior to or in  
6 conjunction with a final decree on a showing by either party of  
7 facts necessary for vacation or modification. Temporary orders and  
8 the automatic temporary injunction terminate when the final judgment  
9 on all issues, except attorney fees and costs, is rendered or when  
10 the action is dismissed. The court may reserve jurisdiction to rule  
11 on an application for a contempt citation for a violation of a  
12 temporary order or the automatic temporary injunction which is filed  
13 any time prior to the time the temporary order or injunction  
14 terminates.

15 D. Upon granting a decree of dissolution of marriage, annulment  
16 of a marriage, or legal separation, the court may require either  
17 party to pay such reasonable expenses of the other as may be just  
18 and proper under the circumstances.

19 E. The court may in its discretion make additional orders  
20 relative to the expenses of any such subsequent actions, including  
21 but not limited to writs of habeas corpus, brought by the parties or  
22 their attorneys, for the enforcement or modification of any  
23 interlocutory or final orders in the dissolution of marriage action  
24 made for the benefit of either party or their respective attorneys.

1       SECTION 2. It being immediately necessary for the preservation  
2 of the public peace, health or safety, an emergency is hereby  
3 declared to exist, by reason whereof this act shall take effect and  
4 be in full force from and after its passage and approval.

5 COMMITTEE REPORT BY: COMMITTEE ON JUDICIARY  
6 March 4, 2025 - DO PASS  
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