

STATE OF OKLAHOMA

1st Session of the 60th Legislature (2025)

SENATE BILL 755

By: Gollihare

AS INTRODUCED

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

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

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

Section 110. A. 1. Except as otherwise provided by this subsection, upon the filing of a petition for dissolution of marriage, annulment of a marriage or legal separation by the petitioner and upon personal 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 pursuant to the provisions of this section:

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

12 b. restraining the parties from:

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

20 (2) making any withdrawal for any purpose from any
21 retirement, profit-sharing, pension, death, or
22 other employee benefit plan or employee savings
23 plan or from any individual retirement account or
24 Keogh account,

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

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

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

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

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

22 c. requiring the parties to maintain all presently
23 existing health, property, life and other insurance
24 which the individual is presently carrying on any
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1 member of this family unit, and to cooperate as
2 necessary in the filing and processing of claims. Any
3 employer-provided health insurance currently in
4 existence shall remain in full force and effect for
5 all family members,

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

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

13 f. restraining both parties from hiding or secreting
14 their children from the other party,

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

22 h. requiring, unless otherwise agreed upon by the parties
23 in writing, the delivery by each party to the other
24 within thirty (30) days from the earlier of either the

1 date of service of the summons or the filing of an
2 initial pleading by the respondent, the following
3 documents:

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

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

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

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

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

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

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

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

1 4. a. The provisions of the automatic temporary injunction
2 shall be printed as an attachment to the summons and
3 the petition and entitled "Automatic Temporary
4 Injunction Notice".

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

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

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

23 b. a party, no later than three (3) days after service on
24 the party, files an objection to the injunction and

1 requests a hearing. Provided, the automatic temporary
2 injunction shall remain in effect until the hearing
3 and a judge orders the injunction removed.

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

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

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

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

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.

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