

1 STATE OF OKLAHOMA

2 1st Session of the 60th Legislature (2025)

3 SENATE BILL 755

By: Gollihare

6 AS INTRODUCED

7 An Act relating to dissolution of marriage; amending  
8 43 O.S. 2021, Section 110, as amended by Section 3,  
9 Chapter 189, O.S.L. 2024 (43 O.S. Supp. 2024, Section  
10 110), 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:

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,

- (3) withdrawing or borrowing in any manner all or any part of the cash surrender value of any life insurance policies on either party or their children,
  - (4) changing or in any manner altering the beneficiary designation on any life insurance policies on the life of either party or any of their children,
  - (5) canceling, altering, or in any manner affecting any casualty, automobile, or health insurance policies insuring the parties' property or persons,
  - (6) opening or diverting mail addressed to the other party, and
  - (7) 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,

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,

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

certified copy of the waiver and acceptance of  
service, and

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

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

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

#### 1. A temporary order:

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

All applications for temporary orders shall set forth the factual basis for the application and shall be verified by the party seeking relief. The application and a notice of hearing shall be

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

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

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