

Question

If an agreed temporary order, not adopted by the district judge, bears only an associate judge's signature and explicitly requires the signatures of all parties, but is missing the respondent and their counsel's signatures, is it enforceable by law enforcement?

Answer (Texas)

Short response

A temporary order signed only by an associate judge that explicitly requires signatures of all parties but is missing the respondent's and their counsel's signatures is not enforceable by law enforcement. This order fails to satisfy both the explicit signature requirements contained within the document itself and the statutory requirements under Texas Family Code § 201.007 for associate judges' orders.

Summary

Under Texas law, temporary orders signed by associate judges face two critical requirements for enforceability. First, per Texas Family Code § 201.007, while associate judges have authority to render and sign temporary orders, those orders that explicitly require signatures from all parties must have those signatures to be valid. Second, Texas case law consistently holds that a referring court (district judge) must adopt or otherwise approve an associate judge's order for it to become enforceable as an order of the court.

In this scenario, the temporary order faces a dual enforceability problem: it lacks the signatures explicitly required by its own terms, rendering it incomplete and unenforceable according to its stated conditions, and it has not been adopted by the district judge, meaning it has not obtained the necessary judicial approval to become an enforceable court order. These deficiencies would prevent law enforcement from enforcing the order, as it fails to meet the statutory requirements for enforceability under Texas Family Code § 201.007 and applicable case law.

Background and Relevant Law

Statutory Framework: Powers of Associate Judges

The legal framework governing the authority of associate judges in Texas is primarily established by Texas Family Code § 201.007, which delineates the powers held by associate judges and the requirements for their orders to become enforceable.

According to [Tex. Fam. Code § 201.007](#), an associate judge has the authority to "render and sign: (A) a final order agreed to in writing as to both form

and substance by all parties; (B) a final default order; (C) a temporary order; or (D) a final order in a case in which a party files an unrevoked waiver made in accordance with Rule 119, Texas Rules of Civil Procedure, that waives notice to the party of the final hearing or waives the party's appearance at the final hearing." This power exists "without prejudice to the right to a de novo hearing before the referring court under Section FAMILY CODE 201.015 and subject to Subsection (c)."

While the statute clearly grants associate judges the authority to sign temporary orders, it also establishes important conditions—particularly for agreed orders, which must be "agreed to in writing as to both form and substance by all parties." This requirement suggests that when an order is characterized as "agreed," it must bear the signatures of all relevant parties to be valid.

Case Law Interpreting Associate Judges' Authority

Texas courts have consistently addressed the requirements for enforceability of orders signed by associate judges, providing clear guidance on when such orders become enforceable.

Requirement for District Court Approval

In [K.E.B. v. Off. of Att'y Gen. of Tex., 698 S.W.3d 76 \(Tex. App. 2024\)](#), the Texas Court of Appeals addressed a situation where an associate judge issued a letter report with findings and signed a proposed order. The court held that "the referring court was required to sign this order or take some other action to adopt or modify the order proposed by the associate judge before a final order could be rendered." This case establishes the principle that an associate judge's order requires adoption or modification by the district court before it can be considered final and enforceable.

Similarly, in [In re M.K.R., 216 S.W.3d 58 \(Tex. App. 2007\)](#), the court addressed a "Report for Contempt" that was signed by the parties, their attorneys, and the associate judge, and was "'approved and so ordered' and signed with the stamp of the district judge." The court noted that "Under the law applicable at the time the report was signed, the findings and recommendations of the associate judge became the order of the referring court only on the referring court's signing an order conforming to the report." This case reinforces the requirement that a district judge must approve an associate judge's order for it to become enforceable.

Limited Circumstances for Final Orders by Associate Judges

In [In re A.G.D.M., 533 S.W.3d 546 \(Tex. App. 2017\)](#), the Texas Court of Appeals provided a detailed analysis of the limited circumstances under which an associate judge can render final orders. The court noted that "the powers vested in an associate judge are prescribed by statute," specifically § 201.007 of the Texas Family Code. The court emphasized that "to the extent said statute permits an associate judge to render 'a final' order or decree, the instances in which it can be limited."

These limited circumstances include:

1. "a final order agreed to in writing as to both form and substance by all parties,"
2. "a final default order,"
3. "a final order in a case in which a party files an unrevoked waiver made in accordance with Rule 119, Texas Rules of Civil Procedure," or
4. "a final order if the parties waive the right to a de novo hearing before the referring court under Section 201.015 in writing before the start of a hearing conducted by the associate judge."

The court in [A.G.D.M.](#) determined that the "recommendation" before them fell within none of those categories, highlighting the strict limitations on an associate judge's authority to issue final orders.

Similarly, in [Tidwell v. Tidwell, No. 08-17-00120-CV \(Tex. App. Sep 30, 2019\)](#), the court reiterated that "The powers vested in an associate judge are prescribed by Section 201.007 of the Texas Family Code." The court noted that the statute "permitted an associate judge to 'render and sign: (A) a final order agreed to in writing as to both form and substance by all parties.'" Importantly, the court also stated that "An order that is rendered and signed by an associate judge constitutes an order of the referring court" under TEX.FAM.CODE ANN. § 201.007(c). This clarifies that while an associate judge's order can constitute an order of the referring court, it must still satisfy the statutory requirements, including having all required signatures for agreed orders.

Signature Requirements as Conditions Precedent

Beyond the specific statutory framework governing associate judges, Texas law also addresses the enforceability of documents that explicitly require signatures as a condition of validity. In [Firstlight Fed. Credit Union v. Loya, 478 S.W.3d 157 \(Tex. App. 2015\)](#), the court addressed when signatures are conditions precedent to enforcement, stating: "to make a signature a condition precedent to enforcement of a contract—including an arbitration agreement—the agreement must clearly and explicitly require a signature before it becomes binding."

This principle is relevant to our analysis because the temporary order in question "explicitly requires the signatures of all parties." Under the Firstlight precedent, if a document clearly and explicitly requires signatures, those signatures become conditions precedent to the document's enforceability.

Analysis

Dual Requirements for Enforceability

Based on the provided legal authorities, a temporary order signed by an associate judge faces two separate requirements to be enforceable by law enforcement:

1. **District Judge Approval Requirement:** The order must be approved, adopted, or otherwise endorsed by the referring district judge.
2. **Signature Requirement:** If the order explicitly requires signatures from all parties, those signatures must be present for the order to be valid and enforceable according to its own terms.

In the present scenario, both requirements are unfulfilled: the order has not been adopted by the district judge, and it is missing signatures from the respondent and their counsel despite explicitly requiring them.

Failure to Meet District Judge Approval Requirement

The requirement that a district judge must approve or adopt an associate judge's order for it to become enforceable is well-established in Texas case law. In [K.E.B. v. Off. of Att'y Gen. of Tex., 698 S.W.3d 76 \(Tex. App. 2024\)](#), the court explicitly held that "the referring court was required to sign this order or take some other action to adopt or modify the order proposed by the associate judge before a final order could be rendered." Similarly, [In re M.K.R., 216 S.W.3d 58 \(Tex. App. 2007\)](#) confirmed that an associate judge's findings and recommendations become the order of the referring court only upon "the referring court's signing an order conforming to the report."

In the present scenario, the temporary order is "not adopted by the district judge." Without this adoption or approval, the order fails to meet the basic requirement for enforceability established in K.E.B. and M.K.R. This alone would render the order unenforceable by law enforcement, as it has not been properly integrated into the authority of the referring court.

Failure to Meet Signature Requirements

The second critical issue is the absence of required signatures. The order "explicitly requires the signatures of all parties" but is "missing the respondent and their counsel's signatures." This creates two related problems:

1. **Failure to Meet Self-Imposed Conditions:** When a document explicitly states that signatures from all parties are required, those signatures become conditions precedent to its validity. As established in [Firstlight Fed. Credit Union v. Loya, 478 S.W.3d 157 \(Tex. App. 2015\)](#), when a document "clearly and explicitly require[s] a signature before it becomes binding," that requirement must be satisfied for enforceability. Since the temporary order explicitly requires signatures from all

parties but lacks the respondent's and their counsel's signatures, it fails to meet its own stated conditions for validity.

2. **Statutory Requirements for Agreed Orders:** If the order is characterized as an "agreed" temporary order, it falls under [Tex. Fam. Code § 201.007](#)'s requirement that such orders be "agreed to in writing as to both form and substance by all parties." The absence of the respondent's and counsel's signatures directly contradicts this requirement, as their written agreement is not evidenced on the document. This would render the order statutorily insufficient as an "agreed" order under Section 201.007.

As explained in [Tidwell v. Tidwell, No. 08-17-00120-CV \(Tex. App. Sep 30, 2019\)](#), an associate judge may render and sign "a final order agreed to in writing as to both form and substance by all parties." If the temporary order is classified as an "agreed" order but lacks signatures from all parties, it fails to meet this basic statutory requirement.

Combined Effect on Enforceability

The combined effect of these deficiencies is that the order is not enforceable by law enforcement. Law enforcement agencies rely on the legal validity of court orders to execute them. When an order fails to meet basic requirements for validity—such as proper judicial approval and completion of all explicitly required signatures—enforcement would be improper.

[In re A.G.D.M., 533 S.W.3d 546 \(Tex. App. 2017\)](#) emphasizes that an associate judge's authority to issue orders is strictly limited by statute. When an order falls outside these limitations—as one lacking required signatures and district court approval would—it does not carry the force of law necessary for enforcement.

Exceptions and Caveats

Temporary Orders vs. Final Orders

It's important to note that [Tex. Fam. Code § 201.007](#) distinguishes between temporary orders and final orders. The statute explicitly grants associate judges authority to render and sign temporary orders without the specific written agreement requirement that applies to final orders. This raises the question of whether a temporary order might be enforceable without all parties' signatures even when it explicitly requires them.

However, this distinction does not override the principle established in [Firstlight Fed. Credit Union v. Loya, 478 S.W.3d 157 \(Tex. App. 2015\)](#) that when a document clearly makes signatures a condition precedent to enforcement, those signatures must be present. When the temporary order itself explicitly requires all parties' signatures, that requirement becomes a self-imposed condition of validity regardless of the statutory distinction between temporary and final orders.

Potential Argument for Enforceability

One might argue that since [Tex. Fam. Code § 201.007](#) grants associate judges the power to render and sign temporary orders without specifying a signature requirement for such orders, the missing signatures should not affect enforceability if the order is classified strictly as a temporary order rather than an agreed order.

However, this argument fails to address two crucial issues:

1. The order's explicit requirement for all parties' signatures creates a condition precedent to its own validity
2. The absence of district judge approval still renders the order unenforceable based on [K.E.B. v. Off. of Att'y Gen. of Tex., 698 S.W.3d 76 \(Tex. App. 2024\)](#) and [In re M.K.R., 216 S.W.3d 58 \(Tex. App. 2007\)](#)

Difference Between "Agreed" Temporary Orders and Other Temporary Orders

There may be a distinction between temporary orders that are characterized as "agreed" and those that are not. If the temporary order in question is not labeled as an "agreed" order but simply as a temporary order that happens to require signatures, there might be an argument that the [Tex. Fam. Code § 201.007](#) provision allowing associate judges to sign temporary orders applies without the "agreed to in writing" requirement.

However, the fact that the order "explicitly requires the signatures of all parties" strongly suggests it was intended as an agreed order. Furthermore, courts would likely interpret such explicit signature requirements as meaningful conditions rather than mere formalities, especially given the principles established in [Firstlight Fed. Credit Union v. Loya, 478 S.W.3d 157 \(Tex. App. 2015\)](#).

Conclusion

Based on the provided legal authorities, a temporary order signed only by an associate judge that explicitly requires the signatures of all parties but is missing the respondent's and their counsel's signatures is not enforceable by law enforcement for two independent reasons.

First, the order has not been adopted by the district judge. As established in [K.E.B. v. Off. of Att'y Gen. of Tex., 698 S.W.3d 76 \(Tex. App. 2024\)](#) and [In re M.K.R., 216 S.W.3d 58 \(Tex. App. 2007\)](#), an associate judge's order requires the referring court's signature or some action to adopt or modify it before it becomes enforceable. Without this district court approval, the order lacks the judicial authority necessary for enforcement.

Second, the order fails to meet its own explicitly stated requirements. When a document "explicitly requires the signatures of all parties," those signatures become conditions precedent to its validity under the principle established in [Firstlight Fed. Credit Union v. Loya, 478 S.W.3d 157 \(Tex.](#)

[App. 2015](#)). The absence of signatures from the respondent and their counsel means the order fails to satisfy its own terms for validity.

Furthermore, if the order is characterized as an "agreed" temporary order, it would need to comply with the requirement in [Tex. Fam. Code § 201.007](#) and [Tidwell v. Tidwell, No. 08-17-00120-CV \(Tex. App. Sep 30, 2019\)](#) that such orders be "agreed to in writing as to both form and substance by all parties." The missing signatures directly contradict this requirement.

The combined effect of these deficiencies is that the order lacks legal force and cannot be properly enforced by law enforcement. For enforcement to be appropriate, the order would need to be either: (1) properly adopted by the district judge, or (2) signed by all parties as explicitly required by the order itself, or preferably both. Without these elements, the order fails to meet the basic requirements for enforceability established by Texas statutory and case law.

Legal Authorities

[Firstlight Fed. Credit Union v. Loya, 478 S.W.3d 157 \(Tex. App. 2015\)](#)

Texas Court of Appeals

Extract

Further, to make a signature a condition precedent to enforcement of a contract—including an arbitration agreement—the agreement must clearly and explicitly require a signature before it becomes binding.

Summary

For a contract or agreement to be enforceable, if a signature is a condition precedent, the agreement must clearly and explicitly require a signature before it becomes binding. This principle can be applied to the temporary order in question. If the temporary order explicitly requires the signatures of all parties to be binding, and it is missing the respondent and their counsel's signatures, it suggests that the order may not be enforceable.

[In re A.G.D.M., 533 S.W.3d 546 \(Tex. App. 2017\)](#)

Texas Court of Appeals

Extract

That the order is a 'recommendation' poses a further obstacle to our jurisdiction. That is, the powers vested in an associate judge are prescribed by statute. The statute prescribing them is § 201.007 of the Texas Family Code. See TEX. FAM. CODE ANN. § 201.007 (West, Supp. 2017). And, to the extent said statute permits an associate judge to render 'a final' order or

decree, the instances in which it can be limited. They are limited to 1) 'a final order agreed to in writing as to both form and substance by all parties,' id. § 201.007(a)(14)(A) ; 2) 'a final default order,' id. § 201.007(a)(14)(B) ; 3) 'a final order in a case in which a party files an unrevoked waiver made in accordance with Rule 119, Texas Rules of Civil Procedure, that waives notice to the party of the final hearing or waives the party's appearance at the final hearing,' id. § 201.007(a)(14)(D) ; and 4) 'a final order if the parties waive the right to a de novo hearing before the referring court under Section 201.015 in writing before the start of a hearing conducted by the associate judge.' Id. § 201.007(a)(16). The 'recommendation' before us falls within none of those categories.

Summary

Limited circumstances under which an associate judge can render a final order. Specifically, it mentions that a final order must be agreed to in writing by all parties as to both form and substance. If the order in question lacks the signatures of the respondent and their counsel, it does not meet the criteria for a final order as described in § 201.007(a)(14)(A). Therefore, it would not be enforceable as a final order.

[K.E.B. v. Off. of Att'y Gen. of Tex. 698 S.W.3d 76](#)

Texas Court of Appeals

Extract

The associate judge first issued a letter report with his intended findings and then signed a proposed order. Although the order was not written as a recommendation and did not contain any space for the district court to approve the order, we hold that the referring court was required to sign this order or take some other action to adopt or modify the order proposed by the associate judge before a final order could be rendered.

Summary

An associate judge's order requires the referring court's (district court's) signature or some action to adopt or modify the order before it can be considered a final order. This suggests that without the district court's adoption or modification, the order is not enforceable as a final order. Therefore, if the order in question is missing the respondent and their counsel's signatures and has not been adopted by the district judge, it is likely not enforceable by law enforcement.

[Tidwell v. Tidwell, No. 08-17-00120-CV \(Tex. App. Sep 30, 2019\)](#)

Texas Court of Appeals

Extract

The powers vested in an associate judge are prescribed by Section 201.007 of the Texas Family Code. See TEX.FAM.CODE ANN. § 201.007; *In re A.G.D.M.*, 533 S.W.3d 546, 547 (Tex.App.—Amarillo 2017, no writ). The statute in effect in 2013 permitted an associate judge to 'render and sign: (A) a final order agreed to in writing as to both form and substance by all parties.' Act of June 15, 2007, 80th Leg., R.S., Ch. 1406, § 5, 2008 TEX.GEN.LAW 4816 (codified at former TEX.FAM.CODE ANN. § 201.007(a) (14)). An order that is rendered and signed by an associate judge constitutes an order of the referring court. TEX.FAM.CODE ANN. § 201.007(c).

Summary

An associate judge in Texas has the authority to render and sign a final order only if it is agreed to in writing by all parties as to both form and substance. The passage also indicates that an order signed by an associate judge constitutes an order of the referring court. However, if the order explicitly requires the signatures of all parties and is missing the respondent and their counsel's signatures, it does not meet the requirement of being agreed to in writing by all parties. Therefore, it would not be enforceable.

[In re M.K.R., 216 S.W.3d 58 \(Tex. App. 2007\)](#)

Texas Court of Appeals

Extract

The Report for Contempt grants an 'arrearage judgment,' was signed by the parties, signed by their attorneys, 'so ordered' and signed by the associate judge, and 'approved and so ordered' and signed with the stamp of the district judge. Under the law applicable at the time the report was signed, the findings and recommendations of the associate judge became the order of the referring court only on the referring court's signing an order conforming to the report. ... However, Sanderson refers us to nothing in the family code or the government code that specifically requires a separate document per se; instead, what is required is the separate approval of the district court shown by the district court's signing an order conforming to the report.

Summary

For an associate judge's findings and recommendations to become an enforceable order of the court, the district judge must sign an order conforming to the report. This suggests that without the district judge's signature, the associate judge's order alone is not enforceable. Additionally, the passage does not address the specific requirement of all parties' signatures, but it emphasizes the necessity of the district judge's approval for enforceability.

[Tex. Fam. Code § 201.007 Tex. Fam. Code § 201.007 Powers of Associate Judge](#)

Extract

without prejudice to the right to a de novo hearing before the referring court under Section FAMILY CODE 201.015 and subject to Subsection (c), render and sign:(A) a final order agreed to in writing as to both form and substance by all parties; (B) a final default order; (C) a temporary order; or (D) a final order in a case in which a party files an unrevoked waiver made in accordance with Rule 119, Texas Rules of Civil Procedure, that waives notice to the party of the final hearing or waives the party's appearance at the final hearing;

Summary

An associate judge in Texas has the authority to render and sign a temporary order. However, for a final order to be agreed upon, it must be in writing and agreed to in both form and substance by all parties. The passage does not explicitly address the enforceability of a temporary order missing required signatures, but it implies that agreement by all parties is necessary for certain orders. This suggests that if a temporary order explicitly requires the signatures of all parties and is missing some, it may not be enforceable.

This memo was compiled by Vincent AI based on vLex materials available as of June 15, 2025. [View full answer on vLex](#)