

**IN THE MATTER OF
THE MARRIAGE OF**

**MARCELLA ANN CLARK
AND
RONALD JOSEPH TOYE, III**

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**IN THE DISTRICT COURT

325th JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS**

AGREED-MUTUAL TEMPORARY INJUNCTION

On November 5, 2012 the Court considered this Agreed-Mutual Temporary Injunction.

IT IS ORDERED that Petitioner and Respondent are each immediately enjoined from:

1. Communicating with each other in person, by telephone, or in writing in vulgar, profane, obscene, or indecent language or in a coarse or offensive manner.
 2. Threatening each other in person, by telephone, or in writing to take unlawful action against any person.
 3. Placing one or more telephone calls, anonymously, at any unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication.
 4. Causing bodily injury to each other.
 5. Threatening each other with imminent bodily injury.
 6. Destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both of the parties.
 7. Falsifying any writing or record relating to the property of either party.
 8. Misrepresenting or refusing to disclose to each other or to the Court, on proper request, the existence, amount, or location of any property of one or both of the parties.
 9. Damaging or destroying the tangible property of one or both of the parties, including
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any document that represents or embodies anything of value.

10. Tampering with the tangible property of one or both of the parties, including any document that represents or embodies anything of value, and causing pecuniary loss to Petitioner.

11. Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of Petitioner or Respondent, whether personalty or realty, and whether separate or community, except as specifically authorized by this order.

12. Incurring any indebtedness, other than legal expenses in connection with this suit, except as specifically authorized by this order.

13. Making withdrawals from any checking or savings account in any financial institution for any purpose, except as specifically authorized by this order.

14. Spending any sum of cash in their possession or subject to their control for any purpose, except as specifically authorized by this order.

15. Withdrawing or borrowing in any manner 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, except as specifically authorized by this order.

16. Entering any safe-deposit box in the name of or subject to the control of Petitioner or Respondent, whether individually or jointly with others.

17. Withdrawing or borrowing in any manner all or any part of the cash surrender value of life insurance policies on the life of Petitioner or Respondent, except as specifically authorized by this order.

18. Changing or in any manner altering the beneficiary designation on any life insurance

on the life of Petitioner or Respondent.

19. Canceling, altering, failing to renew or pay premiums, or in any manner affecting the present level of coverage of any life, casualty, automobile, or health insurance policies insuring the parties' property or persons.

20. Opening or diverting mail addressed to the other.

21. Signing or endorsing each other's name on any negotiable instrument, check, or draft, such as tax refunds, insurance payments, and dividends, or attempting to negotiate any negotiable instrument payable to each other without the personal signature of each other.

22. Taking any action to terminate or limit credit or charge cards in the name of each other, except as authorized by court order.

23. Discontinuing or reducing the withholding for federal income taxes on each other's wages or salary while this case is pending.

24. Destroying, disposing of, or altering any financial records of the parties, including but not limited to records from financial institutions (including canceled checks and deposit slips), all records of credit purchases or cash advances, tax returns, and financial statements.

25. Destroying, disposing of, or altering any e-mail or other electronic data relevant to the subject matters of this case, whether stored on a hard drive or on a diskette or other electronic storage device.

26. Terminating or in any manner affecting the service of water, electricity, gas, telephone, cable television, or other contractual services, such as security, pest control, landscaping, or yard maintenance, at 820 Perry Dr., White Settlement, Texas 76108 or in any manner attempting

to withdraw any deposits for service in connection with those services.

27. Excluding Petitioner from the use and enjoyment of the residence located at 820 Perry Dr., White Settlement, Texas 76108.

28. Entering, operating, or exercising control over the 2005 Mercedes E500 in the possession of Petitioner.

IT IS FURTHER ORDERED that Petitioner and Respondent are authorized only as follows:

To make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation, and medical care.

To make expenditures and incur indebtedness for reasonable attorney's fees and expenses in connection with this suit.

To make withdrawals from accounts in financial institutions only for the purposes authorized by this order.

This restraining order is effective immediately and shall continue in force and effect until further order of this Court or until it expires by operation of law. This order shall be binding on Petitioner and Respondent; on Petitioner's and Respondent's agents, servants, and employees; and on those persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise. The requirement of a bond is waived.

Petitioner and Respondent waive issuance and service of the writ of injunction, by stipulation as evidenced by their signatures below. IT IS ORDERED that Petitioner and Respondent are deemed to be duly served with the writ of injunction.

~~IT IS FURTHER ORDERED that Marcella Ann Clark and Ronald L. Toye, III appear in~~
Both parties ~~to~~ appeared on this date and have agreed to
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The terms attached hereto and make a part hereof. See Attached Associate Judge's Recommendations for Agreed-Mutual Temporary Injunction. (2pgs)

~~person, before this Court in the courthouse at 200 East Weatherford Street, Fort Worth, Tarrant County, TX 76196-0227, on _____, _____, _____ at 8:30 A.M. The purpose of the hearing is to determine whether, while this case is pending: _____~~

~~1. The preceding temporary restraining order should be made a temporary injunction pending final hearing.~~

~~2. Petitioner should be awarded the exclusive use and possession of the residence located at 820 Perry Dr., White Settlement, Texas 76108, as well as the furniture, furnishings, and other personal property at that residence, while this case is pending, and Respondent should be enjoined from entering or remaining on the premises of the residence and exercising possession or control of any of this personal property, except as authorized by order of this Court.~~

~~3. The Parties should be awarded the exclusive use and possession of their respective motor vehicles.~~

~~4. The Court should order Respondent to pay support to Petitioner until a final decree is signed.~~

~~5. The Court should order Respondent to pay reasonable interim attorney's fees and expenses.~~

~~6. The Court should order Respondent to pay estimated income taxes on the due dates as required by the Internal Revenue Service and under the Social Security numbers of both Petitioner and Respondent.~~

~~7. The Court should order Respondent to pay any ad valorem taxes and insurance premiums as due on the following property: 820 Perry Dr., White Settlement, Texas 76108.~~

~~8. The Court should order the Parties to provide a sworn inventory and appraisal of all the separate and community property owned or claimed by the parties and all debts and liabilities owed by the parties substantially in the form and detail prescribed by the *Texas Family Law Practice Manual* (3d ed.), form 7-1.~~

~~9. The Court should order the Parties to produce copies of all the tax information necessary to prepare Petitioner's tax returns for tax year 2011, including tax returns and all supporting schedules for year 2011, by a date certain.~~

~~10. The Court should order the parties to participate in an alternative dispute resolution process before trial of this matter.~~

~~11. The Court should order the Parties to execute all necessary releases required by Petitioner to obtain any discovery allowed by the Texas Rules of Civil Procedure.~~

~~12. The Court should order a pretrial conference to simplify the issues in this case and determine the stipulations of the parties and for any other matters the Court deems appropriate.~~

~~13. The Court should make all other and further orders respecting the property and the parties that are pleaded for or that are deemed necessary and equitable.~~

~~IT IS FURTHER ORDERED that any authorized person eighteen years of age or older who is not a party to or interested in the outcome of this case may serve any citation, notice, or process in this case.~~

SIGNED on 11-5-2012 at 9:15 P.M.

*For RTM
MC*


JUDGE PRESIDING

APPROVED AS TO FORM:



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Marcella Ann Clark

Ronald J. Toye, III

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