

NO. CV15-0467

IN THE MATTER OF
THE MARRIAGE OF

ERGUN CANER
AND
JILL CANER

AND IN THE INTEREST OF
DRAKE CANER, A CHILD

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RECEIVED AND FILED
FOR RECORD
2015 MAY -7 PM 3:30
SHARENA GILLILLY COURT
CLERK
IN THE DISTRICT COURT
PARKER COUNTY, TEXAS
BY SS

415TH JUDICIAL DISTRICT

PARKER COUNTY, TEXAS

Agreed Mutual Injunction

The parties have agreed to the entry of the following joint and mutual temporary injunction while this case is pending and same shall be binding on the parties; on their agents, servants, employees, and attorneys; 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.

IT IS AGREED by the parties and ORDERED by the Court that Ergun Caner and Jill Caner are both enjoined from:

1. Communicating with the other party in person, by telephone, or in writing in vulgar, profane, obscene, or indecent language or in a coarse or offensive manner.
2. Threatening the other party 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 the other party or to a child of either party.
5. Threatening the other party or a child of either party 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 the other party 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 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 order of this Court.
12. Incurring any indebtedness, other than legal expenses in connection with this suit, except as specifically authorized by order of this Court.
13. Making withdrawals from any checking or savings account in any financial institution for any purpose, except as specifically authorized by order of this Court.
14. Spending any sum of cash in Petitioner's or Respondent's possession or subject to Petitioner's or Respondent's control for any purpose, except as specifically authorized by order of this Court.
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 order of this Court.
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 order of this Court.
18. Changing or in any manner altering the beneficiary designation on any life insurance on the life of Petitioner or Respondent or the parties' child.
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, including the parties' child.
20. Opening or diverting mail addressed to the other party.
21. Signing or endorsing the other parties' 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 the other party without the personal signature of that party.

22. Taking any action to terminate or limit credit or charge cards in the name of the other party.

23. Discontinuing or reducing the withholding for federal income taxes on Petitioner's or Respondent'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, internet or other contractual services, such as security, pest control, landscaping, or yard maintenance, at 511 Muir Hill Court, Aledo, Texas 76008 or in any manner attempting to withdraw any deposits for service in connection with those services.

27. Excluding the other party from the use and enjoyment of the residence located at 511 Muir Hill Court, Aledo, Texas 76008 without written agreement otherwise.

28. Disturbing the peace of the child or of another party.

29. Withdrawing the child from enrollment in the school where the child is presently enrolled.

30. Hiding or secreting the child from the other party.

31. Making disparaging remarks regarding the other party in the presence or within the hearing of the child.

32. Consuming alcohol within the 12 hours before or during the period of possession of or access to the child.

33. Discussing this litigation with the child or with any other person in the presence of or within the hearing of the child.

34. Discussing this litigation on social media including but not limited to Facebook, Twitter, Instagram, Snap-Chat, instant messaging or any other social media sites or applications where the child could have access to the postings.

35. Permitting an unrelated adult with whom a party has an intimate or dating relationship to be in the presence of the child for any reason.

36. Permitting Gary Check to be in the presence of the child for any reason.

37. Making any statement to or in the presence or hearing of the child, whether in person, by phone or in writing, that is intended primarily to alienate a child from the other parent or to incite a child against the other parent.

38. Discussing child support, spousal support, division of the parties' assets and liabilities, custody, discovery proceedings, testimony given or to be given by any adult, the scheduling of hearings or depositions, collaborative law meetings with professionals, alleged violations of any court order, or any other aspect of this action with the child or in the child's presence or hearing except with the consent and in the presence of a counselor or therapist who is treating the child or a guardian or attorney ad litem appointed by the Court to help the child, whether in person, by phone or in writing, or knowingly allowing another to do so.

39. Reading to or discussing with the child any contents of any pleadings, motions, discovery responses, transcripts of testimony, deposition transcript, social studies, psychological evaluations, psychological records, expert witness reports, affidavits or statements from any witness or potential witness, correspondence from or to attorneys, correspondence between the parties, newspaper articles, social media content, or any court record or document relating to any legal proceeding affecting a party in this case, or causing or allowing the child to read or listen to recordings of same, or knowingly allowing another to do so.

IT IS ORDERED that both parties are specifically authorized (a) to inform the child that the Court has ordered parents not to discuss the court proceedings except in counseling (b) to inform the child of upcoming visitation and travel arrangements; and (c) to inform the child of the date, time, place and the general nature of upcoming social studies, court-ordered psychological evaluations, hearings, conferences, or trial settings ONLY if the child is required by court order to participate in the proceeding. This injunction regarding communications with the child shall not apply to communications between a child and an attorney of record in this cause, a representative of Family Court Services, a representative of Child Protective Services or other governmental agency investigating a complaint under a duty imposed by law, or a mental health care professional who is treating or evaluation a child or a party.

IT IS ORDERED that Petitioner is specifically authorized:

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.

To engage in acts reasonable and necessary to conduct Petitioner's usual business and occupation.

IT IS ORDERED that Respondent is specifically authorized:

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.

To engage in acts reasonable and necessary to conduct Respondent's usual business and occupation.

Service of Writ

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

Duration

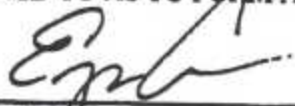
These Temporary Orders shall continue in force until the signing of the Final Decree of Divorce or until further order of this Court.

SIGNED on

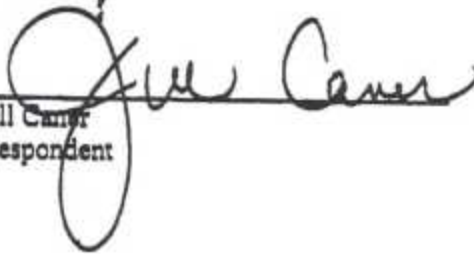
May 5, 2015

JUDGE PRESIDING

AGREED TO AS TO FORM AND SUBSTANCE:



Ergun Caner
Petitioner

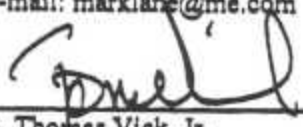


Jill Caner
Respondent

AGREED AS TO FORM ONLY:



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