NOTICE OF AUTOMATIC COURT ORDERS

JD-FM-158 Rev. 10-21
C.G.S. §§ 46b-67 & 52-212(b);
P.A. 21-78 §§ 2, 6, and 7

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STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.ct.gov

***Notice to Plaintiff**: Attach to Divorce (Dissolution of Marriage) Complaint/Cross Complaint (JD-FM-159), Dissolution of Civil Union Complaint/Cross Complaint (JD-FM-159A), Custody/Visitation Application (JD-FM-161), and any Annulment Complaint (JD-FM-240) or Legal Separation Complaint (JD-FM-237).*	***Notice to Defendant**: In cases of dissolution or legal separation, if you or your attorney do not file a written Appearance form (JD-CL-12) by _____(30 days after the return date), the plaintiff can ask the Court to enter judgment against you for the relief requested in the complaint without further notice to you.*

The following automatic orders shall apply to both parties, with service of the automatic orders to be made with service of process of a summons and complaint for dissolution of marriage or civil union, legal separation, or annulment, along with a blank *Appearance* form (JD-CL-12) or an application for custody or visitation. An automatic order shall not apply if there is a prior, contradictory order of a judicial authority. The automatic orders shall be effective with regard to the plaintiff or the applicant upon the signing of the complaint, or the application and with regard to the defendant or the respondent upon service and shall remain in place during the pendency of the action, unless terminated, modified, or amended by further order of a judicial authority upon motion of either of the parties:

In all cases involving a child or children, whether or not the parties are married or in a civil union:

(1) Neither party shall permanently remove the minor child or children from the state of Connecticut, without written consent of the other or order of a judicial authority.
(2) A party vacating the family residence shall notify the other party or the other party's attorney, in writing, within forty-eight hours of such move, of an address where the relocated party can receive communication. This provision shall not apply if and to the extent there is a prior, contradictory order of a judicial authority.
(3) If the parents of minor children live apart during this proceeding, they shall assist their children in having contact with both parties, which is consistent with the habits of the family, personally, by telephone, and in writing. This provision shall not apply if and to the extent there is a prior, contradictory order of a judicial authority.
(4) Neither party shall cause the children of the marriage or civil union to be removed from any medical, hospital and dental insurance coverage, and each party shall maintain the existing medical, hospital and dental insurance coverage in full force and effect.
(5) The parties shall participate in the parenting education program within sixty days of the return day or the complaint or within sixty days from the filing of the application.
(6) These orders do not change or replace any existing court orders, including criminal protective and civil restraining orders.

In all cases involving a marriage or civil union, whether or not there are children:

(1) Neither party shall sell, transfer, exchange, assign, remove, or in any way dispose of, without the consent of the other party in writing, or an order of a judicial authority, any property, except in the usual course of business or for customary and usual household expenses or for reasonable attorney's fees in connection with this action.
   (A) Nothing in (1) shall be construed to preclude a party from purchasing or selling securities, in the usual course of the parties' investment decisions, whether held in an individual or jointly held investment account, provided that the purchase or sale is: (i) intended to preserve the estate of the parties, (ii) transacted either on an open and public market or at an arm's length on a private market, and (iii) completed in such manner that the purchased securities or sales proceeds resulting from a sale remain, subject to the provisions and exceptions recited in (1), in the account in which the securities or cash were maintained immediately prior to the transaction. Nothing contained in this subsection shall be construed to apply to a party's purchase or sale on a private market of an interest in an entity that conducts a business in which the party is or intends to become an active participant.
   (B) Notwithstanding the requirement of (1)(A) that the transaction be made in the usual course of the parties' investment decisions, if historically the parties' usual course of investment decisions involves their discussion of proposed transactions with each other before they are made, but a sale proposed by one party is a matter of such urgency as to timing that the party proposing the sale has a good faith belief that the delay occasioned by such discussion would result in loss to the estate of the parties, then the party proposing the sale may proceed with the transaction without such prior discussion, but shall notify the other party of the transaction immediately upon its execution; provided, that a sale permitted by this subparagraph (B) shall be subject to all other conditions and provisions of (1)(A), so long as the transaction is intended to preserve the estate of the parties.
(2) Neither party shall conceal any property.
(3) Neither party shall encumber (except for the filing of a lis pendens) without the consent of the other party, in writing, or an order of a judicial authority, any property except in the usual course of business or for customary and usual household expenses or for reasonable attorney's fees in connection with this action.
(4) Neither party shall cause any asset, or portion thereof, co-owned or held in joint name, to become held in his or her name solely without the consent of the other party, in writing, or an order of the judicial authority.
(5) Neither party shall incur unreasonable debts hereafter, including, but not limited to, further borrowing against any credit line secured by the family residence, further encumbrancing any assets, or unreasonably using credit cards or cash advances against credit cards.
(6) Neither party shall cause the other party to be removed from any medical, hospital and dental insurance coverage, and each party shall maintain the existing medical, hospital and dental insurance coverage in full force and effect.
(7) Neither party shall change the beneficiaries of any existing life insurance policies, and each party shall maintain the existing life insurance, automobile insurance, homeowners or renters insurance policies in full force and effect.
(8) If the parties are living together on the date of service of these orders, neither party may deny the other party use of the current primary residence of the parties, whether it be owned or rented property, without order of a judicial authority. This provision shall not apply if there is a prior, contradictory order of a judicial authority.

In all cases:

(1) The parties shall each complete and exchange sworn financial statements substantially in accordance with a form prescribed by the chief court administrator within thirty days of the return day. The parties may thereafter enter and submit to the court a stipulated interim order allocating income and expenses, including, if applicable, proposed orders in accordance with the uniform child support guidelines.
(2) The case management date for this case is _____ . The parties shall comply with Section 25-50 to determine if their actual presence at the court is required on that date.

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By Order of The Court

Failure to obey these orders may be punishable by contempt of court. If you object to or seek modification of these orders during the pendency of the action, you have the right to a hearing before a judge within a reasonable time.

Summary of Automatic Court Orders

The court orders on page 1 of this form apply to both parties in this case, unless there is already a court order which is different than one of these orders. The automatic court orders apply to the plaintiff or the applicant when the attached Complaint or Application is signed. They apply to the defendant or respondent when a copy of the Complaint or Application, and the Notice of Automatic Court Orders are served *(delivered to the defendant/respondent by an authorized person)*. The automatic court orders are summarized below, but you must follow the actual orders on page 1 of this form. If you do not understand the actual automatic court orders, you may want to talk to an attorney.

In all cases that involve a child, whether or not the parties are married or in a civil union:

- Neither party may permanently take the child(ren) from Connecticut without written agreement or a court order;
- If you move out of the family home, you must tell the other party in writing within 48 hours about your new address or a place where you can receive mail;
- If both parents of the child(ren) live apart, both parties must help the child(ren) continue usual contact with both parents in person, by telephone and in writing;
- Neither party may take the child(ren) off any existing medical, hospital, doctor, or dental insurance policy or let any such insurance policy end;
- Both parties must participate in a parenting education program within 60 days of the return date of the complaint or within 60 days from the filing of the application for custody or visitation;
- None of these orders change or replace any court order that already exists.

In all cases that involve a marriage or civil union, whether or not there are children, neither party may:

- Sell, exchange, take away, give away or dispose of any property without written agreement with the other party or a court order except in their usual business or for usual expenses for the home or for reasonable attorney's fees for this case;

  Subparagraph (A) on page 1 allows one party to make a transaction (purchase or sale) during the divorce in a manner consistent with the parties' prior practice without the permission of the other party or a court order. A transaction by one party without the permission of the other is “in the usual course of the parties investment decisions” only if the party who makes the transaction is usually the sole decision maker for similar kinds of transactions. If the transaction is in the usual course of the parties' investment decisions, the party must also meet the other requirements of subparagraph (A) before the transaction is allowed. A business may not be sold under subparagraph (A).

  Subparagraph (B) on page 1 allows one party to make a transaction in an emergency, as described, if it meets all of the requirements of subparagraph (A), even if it is not the kind of transaction that the party would usually make without the permission of the other party.
- Hide any property;
- Mortgage any property except in their usual business or for usual expenses for the house or for reasonable attorney's fees for this case without written agreement or a court order;
- Have any asset or an asset that is owned by both parties become owned only by him or her without written agreement or a court order;
- Go into unreasonable debt by borrowing money or using credit cards or cash advances unreasonably;
- Take the other off any existing medical, hospital, doctor or dental insurance policy or let any such insurance coverage end;
- Change the terms or named beneficiaries of any existing insurance policy or let any existing insurance coverage end, including life, automobile, homeowner's or renter's insurance;
- Deny use of the family home to the other person without a court order, if you are living together on the date the court papers are delivered.

In all cases:

- Both parties must complete and give to each other sworn financial affidavits within 30 days of the return date;
- Both parties must attend a case management conference on the date given on page 1 of this form, unless you both agree on all issues and file a Case Management Agreement form with the court clerk on or before that date.

If you do not obey these orders while your case is pending, you may be punished by being held in contempt of court. If you object to these orders or want them changed, you have a right to a hearing before a judge within a reasonable time, by filing a motion to modify these orders with the court clerk.

NOTICE: If a restraining order, protective order, or standing criminal protective order has been issued on your behalf or on behalf of your child, you may elect to give testimony or appear in a family court proceeding remotely, pursuant to 46b-15c. Notify the court in writing at least two days in advance of a proceeding if you choose to give testimony or appear remotely, and your physical presence in the courthouse will not be required in order to participate in the court proceeding. You may use the Remote Testimony Request (form JD-FM-295) to make this written request. You may use the same form with two days’ advance notice to request that your testimony in any family proceeding be taken outside the presence of the respondent/subject to a restraining order, protective order, or standing criminal protective order issued on your behalf and/or a child’s behalf pursuant to 46b-15c.

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