

CITATION BY PUBLICATION OR POSTING  
THE STATE OF TEXAS)  
COUNTY OF HUNT)  
TO: **CESAR HERNANDEZ GONZALEZ**

**91910**

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](http://TexasLawHelp.org)."

The petition of **Maria Guadalupe Nieto Marin**, Petitioner, was filed in the 196th District Court of Hunt County, Texas, on this the 19th day of December, 2022 against **CESAR HERNANDEZ GONZALEZ**, respondent(s), and entitled

IN THE MATTER OF THE MARRIAGE OF:

**IN THE MATTER OF THE MARRIAGE OF  
MARIA GUADALUPE NIETO MARIN AND  
CESAR HERNANDEZ GONZALEZ AND IN  
THE INTEREST OF D.H., A CHILD**

This suit Requests: DIVORCE

The Court has authority in this suit to enter any judgment or decree dissolving the marriage and providing for the division of property which will be binding on you.

The Court has authority in this suit to enter any judgment or decree in the child (ren)'s interest which will be binding upon you, including the termination of the parent-child relationship, the determination of Paternity and the appointment of a conservator with authority to consent to the child (ren)'s adoption."

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates hereof, and make due return as the law directs.

ISSUED AND GIVEN UNDER MY HAND AND SEAL OF SAID COURT at Greenville, Hunt County, Texas, on this the 19th day of January, 2024.

SUSAN SPRADLING, DISTRICT CLERK  
HUNT COUNTY, TEXAS



By Lindsay Honeycutt Deputy  
Address: Hunt County Courthouse  
2500 Lee Street  
Greenville, Texas 75401

Issued at the request of:  
KENIA ONTIVEROS  
ONTIVEROS LAW FIRM PLLC  
102 E. MOORE AVENUE SUITE 110  
TERRELL, TX 75160

## SHERIFF'S RETURN

Came to hand on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ at \_\_\_\_ o'clock \_\_ .M. and I executed the within citation by publishing or posting the same in the \_\_\_\_\_ Newspaper published in the County of Hunt, Texas, once previous to the return day hereof. Said publication or posting was made respectively on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ And a printed copy thereof is returned herewith.

FEES: Serving Citation\$ \_\_\_\_\_

{ Sheriff

{ Constable

County, Texas

By \_\_\_\_\_ Deputy

CITATION BY PUBLICATION OR POSTING  
THE STATE OF TEXAS)  
COUNTY OF HUNT)  
TO: **CESAR HERNANDEZ GONZALEZ**

**91910**

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](http://TexasLawHelp.org)."

The petition of **Maria Guadalupe Nieto Marin**, Petitioner, was filed in the 196th District Court of Hunt County, Texas, on this the 19th day of December, 2022 against **CESAR HERNANDEZ GONZALEZ**, respondent(s), and entitled

IN THE MATTER OF THE MARRIAGE OF:

**IN THE MATTER OF THE MARRIAGE OF  
MARIA GUADALUPE NIETO MARIN AND  
CESAR HERNANDEZ GONZALEZ AND IN  
THE INTEREST OF D.H., A CHILD**

This suit Requests: DIVORCE

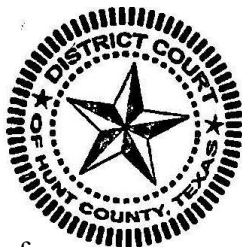
The Court has authority in this suit to enter any judgment or decree dissolving the marriage and providing for the division of property which will be binding on you.

The Court has authority in this suit to enter any judgment or decree in the child (ren)'s interest which will be binding upon you, including the termination of the parent-child relationship, the determination of Paternity and the appointment of a conservator with authority to consent to the child (ren)'s adoption."

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates hereof, and make due return as the law directs.

ISSUED AND GIVEN UNDER MY HAND AND SEAL OF SAID COURT at Greenville, Hunt County, Texas, on this the 19th day of January, 2024.

SUSAN SPRADLING, DISTRICT CLERK  
HUNT COUNTY, TEXAS



By Lindsay Honeycutt Deputy  
Address: Hunt County Courthouse  
2500 Lee Street  
Greenville, Texas 75401

Issued at the request of:  
KENIA ONTIVEROS  
ONTIVEROS LAW FIRM PLLC  
102 E. MOORE AVENUE SUITE 110  
TERRELL, TX 75160

## SHERIFF'S RETURN

Came to hand on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ at \_\_\_\_ o'clock \_\_ .M. and I executed the within citation by publishing or posting the same in the \_\_\_\_\_ Newspaper published in the County of Hunt, Texas, once previous to the return day hereof. Said publication or posting was made respectively on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ And a printed copy thereof is returned herewith.

FEES: Serving Citation\$ \_\_\_\_\_

{ Sheriff

{ Constable

County, Texas

By \_\_\_\_\_ Deputy

**NOTICE: THIS DOCUMENT  
CONTAINS SENSITIVE DATA.**

**CAUSE NO.** 91910

<b>IN THE MATTER OF THE</b>	<b>§ IN THE DISTRICT COURT</b>
<b>MARRIAGE OF</b>	<b>§</b>
	<b>§ Hunt County - 196th District Court</b>
<b>MARIA GUADALUPE NIETO MARIN</b>	<b>§</b>
<b>AND</b>	<b>§ _____ JUDICIAL DISTRICT</b>
<b>CESAR HERNANDEZ GONZALEZ</b>	<b>§</b>
	<b>§</b>
<b>AND IN THE INTEREST OF</b>	<b>§</b>
<b>DANIELA HERNANDEZ, A CHILD</b>	<b>§ HUNT COUNTY, TEXAS</b>

**ORIGINAL PETITION FOR DIVORCE**

*Level of Discovery*

1. Pursuant to Rule 190 of the Texas Rules of Civil Procedure, discovery is intended to be conducted in this suit under Level 2.

*Objection to Associate Judge*

2. Maria Guadalupe Nieto Marin, Petitioner, objects to the Court referring this matter to an associate judge.

*Parties*

3. This suit is brought by Maria Guadalupe Nieto Marin, Petitioner, against Cesar Hernandez Gonzalez, Respondent, seeking dissolution of their marriage and resolution of issues affecting the parent-child relationship.

4. Maria Guadalupe Nieto Marin. Maria Guadalupe Nieto Marin does not have a driver's license number. Maria Guadalupe Nieto Marin does not have a Social Security number.

*Service of Citation*

5. Service of citation by publication or other substituted method is requested on Cesar Hernandez Gonzalez.

### *Divorce Jurisdiction*

6. Maria Guadalupe Nieto Marin has been a domiciliary of this state for the preceding six-month period and a resident of Hunt County for the preceding ninety-day period.

7. Maria Guadalupe Nieto Marin is a resident or domiciliary of this state at the time this suit for dissolution is filed. Cesar Hernandez Gonzalez is domiciled in another state or nation. Personal jurisdiction may be exercised over Cesar Hernandez Gonzalez.

### *Jurisdiction for Suit Affecting Parent-Child Relationship*

8. The child affected by this suit resides in this state as a result of the acts or directives of Cesar Hernandez Gonzalez.

### *Dates of Marriage and Separation*

9. Maria Guadalupe Nieto Marin and Cesar Hernandez Gonzalez married on or about November 18, 2016 in Sacramento, California and separated on or about June 03, 2022.

### *Grounds for Divorce*

10. The marriage has become insupportable because of discord or a conflict of personalities between Maria Guadalupe Nieto Marin and Cesar Hernandez Gonzalez that destroys the legitimate ends of the marriage relationship and prevents any reasonable expectation of reconciliation.

11. Cesar Hernandez Gonzalez is guilty of cruelty toward Maria Guadalupe Nieto Marin of a nature that renders further living together insupportable.

## **Children**

### *Children of the Marriage*

12. Maria Guadalupe Nieto Marin and Cesar Hernandez Gonzalez are parents of the following child born or adopted of this marriage who is under 18 years of age or who is otherwise entitled to support as provided by Chapter 154 of the Texas Family Code:

Name: Daniela Hernandez  
Gender: Female  
SSN (last 3): 385

Birth Date: 01/17/2009

Home State: Texas

*No Continuing Jurisdiction*

13. No court has continuing jurisdiction of the suit affecting the parent-child relationship.

*Presumption of Paternity--Daniela Hernandez*

14. Cesar Hernandez Gonzalez is the presumed father of Daniela Hernandez.

*Court-Ordered Relationships*

15. There are no court-ordered relationships for the child of this suit.

*UCCJEA Statement*

16. Not all parties to this suit reside in Texas. The child presently resides with Petitioner Maria Guadalupe Nieto Martin at 9579 Private Road 3821 Quinlan, Hunt County, Texas and has done so for more than six months. The child previously resided with Petitioner Maria Guadalupe Nieto Martin, and Respondent Cesar Hernandez, at Indian School 22 Ave Apartment #3 Phoenix, Arizona, from 2020 to June of 2022. The child also previously resided at Rancho Cordova 10856 McBride St Apartment #3, Sacramento, California with Petitioner Maria Guadalupe Nieto Martin, Respondent Cesar Hernandez, and siblings Joselyn Muñoz, Fernando Martin Hernandez, and Efrain Hernandez, from 2012 to 2020.

*Health Insurance*

17. The information required under Section 154.181(b) and Section 154.1815 of the Texas Family Code will be filed with this Court before any hearing on Temporary Orders or a Final Order.

*Child's Property*

18. Maria Guadalupe Nieto Marin states that there is no property of value owned or possessed by the child the subject of the suit.

### *No Protective Order*

19. No protective order under Title 4 of the Texas Family Code or order for emergency protection under Article 17.292 of the Texas Code of Criminal Procedure is in effect in regard to a party to this suit or a child of a party to this suit, and no applications for such orders are pending before the Court.

### **Conservatorship**

#### *Appointment of Sole Managing Conservator*

20. The appointment of Maria Guadalupe Nieto Marin and Cesar Hernandez Gonzalez as joint managing conservators would not be in the best interest of the child. Maria Guadalupe Nieto Marin petitions the Court to appoint her as sole managing conservator of the child with all the rights and duties of a parent appointed as a conservator of a child and with all the additional rights and duties of a parent appointed as sole managing conservator.

### **Possession and Access**

#### *History of Domestic Violence*

21. Cesar Hernandez Gonzalez has a history or pattern of committing family violence during the two years preceding the date of the filing of the suit. Maria Guadalupe Nieto Marin petitions this Court to deny, restrict, or limit the possession of the child by Cesar Hernandez Gonzalez. If this Court finds that awarding Cesar Hernandez Gonzalez access to the child would not endanger the child's physical health or emotional welfare and would be in the best interest of the child, and renders a possession order that is designed to protect the safety and well-being of the child and any other person who has been a victim of family violence committed by Cesar Hernandez Gonzalez, Maria Guadalupe Nieto Marin petitions that: the periods of access be continuously supervised by an entity or person chosen by this Court; the exchange of possession of the child occur in a protective setting; Cesar Hernandez Gonzalez abstain from the consumption of alcohol or a controlled substance, as defined by Chapter 481 of the Texas Health and Safety Code, within 12 hours prior to or during the period of access to the child; and Cesar Hernandez Gonzalez attend and complete a battering intervention and prevention program as provided by Article 42.141 of the Texas Code of Criminal Procedure, or if such a program is not available, complete a course of treatment under Texas Family Code Section 153.010.



### **Court-Ordered Support**

22. Pursuant to Chapter 154 of the Texas Family Code, Maria Guadalupe Nieto Marin petitions the Court to order Cesar Hernandez Gonzalez to make payments for the support of the child, including medical and dental support, in the manner specified by the Court. Maria Guadalupe Nieto Marin further petitions the Court to order that income be withheld from the disposable earnings of Cesar Hernandez Gonzalez. Maria Guadalupe Nieto Marin petitions the Court to order that on the death of Cesar Hernandez Gonzalez, Cesar Hernandez Gonzalez's child support obligation will not terminate, but continue as an obligation to the child named in the support order as required by Section 154.013 of the Texas Family Code.

### **Property of the Parties**

#### *Division of Marital Estate*

23. Maria Guadalupe Nieto Marin petitions this Court to order a division of the estate of the parties in a manner that this Court deems just and right, having due regard for the rights of each party and any children of the marriage.

### **Temporary Relief**

#### *Combined Family Code Temporary Restraining Order and Mutual Injunction*

24. Maria Guadalupe Nieto Marin petitions this Court to dispense with the issuance of a bond, grant a temporary restraining order without notice to Cesar Hernandez Gonzalez for the preservation of the property of the parties and the protection of the parties as necessary and, after notice and hearing, render an order granting a temporary mutual injunction for the preservation of the property and protection of the parties as deemed necessary and equitable and including, but not limited to, an order prohibiting the parties from engaging in any of the following conduct:

- a. intentionally communicating in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing or electronic messaging, with the other party by use of vulgar, profane, obscene, or indecent language or in a coarse or offensive manner, with intent to annoy or alarm the other party;
- b. threatening the other party, in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or

electronic messaging, to take unlawful action against any person, intending by this action to annoy or alarm the other party;

c. placing a telephone call, anonymously, at an unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication with the intent to annoy or alarm the other party;

d. intentionally, knowingly, or recklessly causing bodily injury to the other party or to a child of either party;

e. threatening the other party or a child of either party with imminent bodily injury;

f. intentionally, knowingly, or recklessly destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of the parties or a protected party with intent to obstruct the Court's authority to divide the parties' estate in a manner that this Court deems just and right, having due regard for the rights of each party and any children of the marriage;

g. intentionally falsifying a writing or record, including an electronic record, relating to the property of either party;

h. intentionally misrepresenting or refusing to disclose to the other party or to the Court, on proper request, the existence, amount, or location of any tangible or intellectual property of the parties or either party, including electronically stored or recorded information;

i. intentionally or knowingly damaging or destroying the tangible or intellectual property of the parties or either party, including electronically stored or recorded information;

j. intentionally or knowingly tampering with the tangible or intellectual property of the parties or either party, including electronically stored or recorded information, causing pecuniary loss or substantial inconvenience to the other party;

k. except as specifically authorized by order of this Court:

i. selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of the parties or either party, regardless of whether the property is:

(1) personal property, real property, or intellectual property; or

(2) separate or community property;

ii. incurring any debt, other than legal expenses in connection with this suit for dissolution of marriage;

iii. withdrawing money from any checking or savings account in any financial institution for any purpose;

- iv. spending any money in either party's possession or subject to either party's control for any purpose;
- v. withdrawing or borrowing in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan, employee savings plan, individual retirement account, or Keogh account of either party;
- vi. withdrawing or borrowing in any manner all or any part of the cash surrender value of a life insurance policy on the life of either party or a child of the parties;
- l. entering any safe deposit box in the name of or subject to the control of the parties or either party, whether individually or jointly with others;
- m. changing or in any manner altering the beneficiary designation on any life insurance policy on the life of either party or a child of the parties;
- n. canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time the suit was filed of, any life, casualty, automobile, or health insurance policies insuring the parties' property or persons including a child of the parties;
- o. opening or diverting mail, email, or any other electronic communication addressed to the other party;
- p. signing or endorsing the other party's name on any negotiable instrument, check, or draft, such as tax refunds, insurance payments, and dividend, or attempting to negotiate any negotiable instrument payable to the other party without the personal signature of the other party;
- q. taking any action to terminate or limit credit or charge credit cards in the name of the other party;
- r. discontinuing or reducing the withholding for federal income taxes from either party's wages or salary;
- s. destroying, disposing of, or altering any financial records of the parties, including a canceled check, deposit slip, and other records from a financial institution, a record of credit purchases or cash advances, a tax return, and a financial statement;
- t. destroying, disposing of, or altering any e-mail, text message, video message, or chat message or other electronic data or electronically stored information relevant to the subject matter of the suit for dissolution of marriage, regardless of whether the information is stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium;
- u. modifying, changing, or altering the native format or metadata of any electronic data or electronically stored information relevant to the subject matter of the suit for dissolution of marriage, regardless of whether the information is stored on a hard

drive, in a removable storage device, in cloud storage, or in another electronic storage medium;

v. deleting any data or content from any social network profile used or created by either party or a child of the parties;

w. using any password or personal identification number to gain access to the other party's email account, bank account, social media account, or any other electronic account;

x. terminating or in any manner affecting the service of water, electricity, gas, telephone, cable television, or other contractual service, including security, pest control, landscaping, or yard maintenance at the residence of either party, or in any manner attempting to withdraw any deposit paid in connection with any of those services;

y. excluding the other party from the use and enjoyment of a specifically identified residence of the other party;

z. entering, operating, or exercising control over a motor vehicle in the possession of the other party; and

aa. harming, threatening, or interfering with the care, custody, or control of a pet or companion animal.

*Combined Family Code Temporary Restraining Order and Mutual Injunction*

25. Maria Guadalupe Nieto Marin petitions this Court to dispense with the issuance of a bond, grant a temporary restraining order without notice to Cesar Hernandez Gonzalez for the safety and welfare of the child and, after notice and hearing, that this Court may render an appropriate order, including the granting of a temporary mutual injunction for the safety and welfare of the child as deemed necessary and equitable and including, but not limited to, an order prohibiting the parties from engaging in any of the following conduct:

a. disturbing the peace of the child or another party;

b. disrupting or withdrawing the child from the school or day-care facility where the child is presently enrolled, without the written agreement of both parents or an order of this Court;

c. hiding or secreting the child from the other party or changing the child's current place of abode without the written agreement of both parents or an order of this Court;

d. making disparaging remarks regarding the other party or the other party's family in the presence or within the hearing of the child;

- e. removing the child beyond a geographical area identified by this Court, acting directly or in concert with others, without the written agreement of both parties or an order of this Court;
- f. consumption of alcohol or a controlled substance, as defined by Chapter 481 of the Texas Health and Safety Code, within 12 hours prior to or during the period of access to the child; and
- g. being present within the same residence as the child between 8:00p.m. and 9:00a.m. with an unrelated adult with whom a party has an intimate relationship.

*Family Code Temporary Orders and Mutual Injunction*

26. Maria Guadalupe Nieto Marin petitions this Court, after notice and hearing, to dispense with the issuance of a bond and render an appropriate order granting a temporary mutual injunction for the preservation of the property and protection of the parties as deemed necessary and equitable, including, but not limited to, an order prohibiting the parties from engaging in any of the following conduct:

- a. intentionally communicating in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing or electronic messaging, with the other party by use of vulgar, profane, obscene, or indecent language or in a coarse or offensive manner, with intent to annoy or alarm the other party;
- b. threatening the other party, in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, to take unlawful action against any person, intending by this action to annoy or alarm the other party;
- c. placing a telephone call, anonymously, at an unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication with the intent to annoy or alarm the other party;
- d. intentionally, knowingly, or recklessly causing bodily injury to the other party or to a child of either party;
- e. threatening the other party or a child of either party with imminent bodily injury;
- f. intentionally, knowingly, or recklessly destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of the parties or a protected party with intent to obstruct the Court's authority to divide the parties' estate in a manner that this Court deems just and right, having due regard for the rights of each party and any children of the marriage;

- g. intentionally falsifying a writing or record, including an electronic record, relating to the property of either party;
- h. intentionally misrepresenting or refusing to disclose to the other party or to the Court, on proper request, the existence, amount, or location of any tangible or intellectual property of the parties or either party, including electronically stored or recorded information;
- i. intentionally or knowingly damaging or destroying the tangible or intellectual property of the parties or either party, including electronically stored or recorded information;
- j. intentionally or knowingly tampering with the tangible or intellectual property of the parties or either party, including electronically stored or recorded information, causing pecuniary loss or substantial inconvenience to the other party;
- k. except as specifically authorized by an order of this Court:
  - i. selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of the parties or either party, regardless of whether the property is:
    - (1) personal property, real property, or intellectual property; or
    - (2) separate or community property;
  - ii. incurring any debt, other than legal expenses in connection with this suit for dissolution of marriage;
  - iii. withdrawing money from any checking or savings account in any financial institution for any purpose;
  - iv. spending any money in either party's possession or subject to either party's control for any purpose;
  - v. withdrawing or borrowing in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan, employee savings plan, individual retirement account, or Keogh account of either party;
  - vi. withdrawing or borrowing in any manner all or any part of the cash surrender value of a life insurance policy on the life of either party or a child of the parties;
- l. entering any safe deposit box in the name of or subject to the control of the parties or either party, whether individually or jointly with others;
- m. changing or in any manner altering the beneficiary designation on any life insurance policy on the life of either party or a child of the parties;
- n. canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time the suit was filed of, any life,

casualty, automobile, or health insurance policies insuring the parties' property or persons including a child of the parties;

o. opening or diverting mail, email, or any other electronic communication addressed to the other party;

p. signing or endorsing the other party's name on any negotiable instrument, check, or draft, such as tax refunds, insurance payments, and dividend, or attempting to negotiate any negotiable instrument payable to the other party without the personal signature of the other party;

q. taking any action to terminate or limit credit or charge credit cards in the name of the other party;

r. discontinuing or reducing the withholding for federal income taxes from either party's wages or salary;

s. destroying, disposing of, or altering any financial records of the parties, including a canceled check, deposit slip, and other records from a financial institution, a record of credit purchases or cash advances, a tax return, and a financial statement;

t. destroying, disposing of, or altering any e-mail, text message, video message, or chat message or other electronic data or electronically stored information relevant to the subject matter of the suit for dissolution of marriage, regardless of whether the information is stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium;

u. modifying, changing, or altering the native format or metadata of any electronic data or electronically stored information relevant to the subject matter of the suit for dissolution of marriage, regardless of whether the information is stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium;

v. deleting any data or content from any social network profile used or created by either party or a child of the parties;

w. using any password or personal identification number to gain access to the other party's email account, bank account, social media account, or any other electronic account;

x. terminating or in any manner affecting the service of water, electricity, gas, telephone, cable television, or other contractual service, including security, pest control, landscaping, or yard maintenance at the residence of either party, or in any manner attempting to withdraw any deposit paid in connection with any of those services;

y. excluding the other party from the use and enjoyment of a specifically identified residence of the other party;

- z. entering, operating, or exercising control over a motor vehicle in the possession of the other party;
- aa. harming, threatening, or interfering with the care, custody, or control of a pet or companion animal;
- bb. interfering with the other party's spending of funds for reasonable and necessary living expenses; and
- cc. interfering with the other party's engaging in acts reasonable and necessary to conduct that party's usual business and occupation.

*Family Code Temporary Orders and Mutual Injunction*

27. Maria Guadalupe Nieto Marin petitions this Court, after notice and hearing, to dispense with the issuance of a bond, and render an appropriate order, including the granting of a temporary mutual injunction for the safety and welfare of the child as deemed necessary and equitable, including, but not limited to, an order prohibiting the parties from engaging in any of the following conduct:

- a. disturbing the peace of the child or another party;
- b. disrupting or withdrawing the child from the school or day-care facility where the child is presently enrolled without the written agreement of both parents or an order of this Court;
- c. hiding or secreting the child from the other party or changing the child's current place of abode without the written agreement of both parents or an order of this Court;
- d. making disparaging remarks regarding the other party or the other party's family in the presence or within the hearing of the child;
- e. removing the child beyond a geographical area identified by this Court, acting directly or in concert with others without the written agreement of both parties or an order of this Court;
- f. consumption of alcohol or a controlled substance, as defined by Chapter 481 of the Texas Health and Safety Code, within 12 hours prior to or during the period of access to the child; and
- g. being present within the same residence as the child between 8:00p.m. and 9:00a.m. with an unrelated adult with whom a party has an intimate relationship.



*Temporary Orders for Use of Property*

28. Maria Guadalupe Nieto Marin petitions this Court, after notice and hearing, to render a temporary order including, but not limited to, the following:

*Temporary Orders Regarding Child*

29. Maria Guadalupe Nieto Marin petitions this Court, after notice and hearing, to render a temporary order including, but not limited to, the following:

- a. appointing Maria Guadalupe Nieto Marin as temporary sole managing conservator of Daniela Hernandez;
- b. ordering that Maria Guadalupe Nieto Marin have the exclusive right and duty to prepare and file income tax returns for the child;
- c. prohibiting Cesar Hernandez Gonzalez from having access to the child or, alternatively, entering a possession order under Section 153.004(d)(2) of the Texas Family Code requiring that Cesar Hernandez Gonzalez's periods of access be continuously supervised by an entity or person chosen by this Court.

*Temporary Support Orders*

30. Maria Guadalupe Nieto Marin petitions this Court, after notice and hearing, to render a temporary order including, but not limited to, the following:

- a. ordering Cesar Hernandez Gonzalez to pay estimated income taxes in the names of Maria Guadalupe Nieto Marin and Cesar Hernandez Gonzalez by their due dates; and
- b. ordering that Cesar Hernandez Gonzalez produce and deliver copies of all information necessary to prepare Maria Guadalupe Nieto Marin's tax return for the 2018-2021 tax years, including, but not limited to tax returns, related schedules, and supporting documentation.

*Temporary Orders for Other Relief*

31. Maria Guadalupe Nieto Marin petitions this Court, after notice and hearing, to render an appropriate order including, but not limited to, the following:

- a. requiring Cesar Hernandez Gonzalez to file a sworn inventory and appraisal of the real and personal property owned or claimed by the parties and specifying the form, manner, and substance of the inventory and appraisal and list of debts and liabilities;

- b. requiring Maria Guadalupe Nieto Marin and Cesar Hernandez Gonzalez to engage in an alternative dispute resolution process before trial in this suit;
- c. requiring a pretrial conference pursuant to Rule 166 of the Texas Rules of Civil Procedure; and
- d. ordering Cesar Hernandez Gonzalez to pay reasonable attorney's fees and expenses until entry of the final decree.

### **Other Requested Relief**

#### *Attorney's Fees*

32. Maria Guadalupe Nieto Marin engaged Kenia Ontiveros, a licensed attorney, to prepare and prosecute this suit. As part of the just and right division of the community estate, as well as for the prosecution of this suit affecting the parent child relationship, Maria Guadalupe Nieto Marin petitions this Court to render judgment for reasonable attorney's fees, expenses, and costs through trial and appeal in her favor and against Cesar Hernandez Gonzalez, and order the judgment to be paid directly to Kenia Ontiveros. Maria Guadalupe Nieto Marin petitions the Court to award post-judgment interest as permitted by law.

### **Prayer**

Maria Guadalupe Nieto Marin prays the Court issue citation and notice as required by law and grant a divorce and all other relief requested in this Petition.

Maria Guadalupe Nieto Marin prays that this Court immediately grant a temporary restraining order restraining the parties, in conformity with the allegations of this Petition, from the acts set forth above, and that, upon notice and hearing, this temporary restraining order be made a temporary mutual injunction.

Maria Guadalupe Nieto Marin prays that this Court, in addition to the temporary restraining order and temporary mutual injunction prayed for above, upon notice and hearing, grant a temporary mutual injunction enjoining the parties from the acts set forth above while this case is pending.

Maria Guadalupe Nieto Marin prays that this Court, upon notice and hearing, grant temporary orders as requested in this Petition.

Maria Guadalupe Nieto Marin prays that she be awarded a judgment against Cesar Hernandez Gonzalez for reasonable attorney's fees.

Maria Guadalupe Nieto Marin prays for general relief.

Standing Orders for Hunt County are attached and incorporated herein.

Respectfully submitted,

Ontiveros Law Firm PLLC  
102 E Moore Avenue Suite 110  
Terrell, TX 75160

*Kenia Ontiveros*

---

Kenia Ontiveros  
Attorney for Maria Guadalupe Nieto Marin  
Bar no: 24100494  
Office Phone: (214) 444-8242  
Email: [Kenia@kontiveroslaw.com](mailto:Kenia@kontiveroslaw.com)

**HUNT COUNTY STANDING ORDER REGARDING CHILDREN, PROPERTY  
AND CONDUCT OF THE PARTIES**

No party to this lawsuit has requested this order. Rather, this order is a standing order of the Hunt County District Courts that applies in every divorce suit and every suit affecting the parent-child relationship filed in Hunt County, except cases initiated by the Attorney General of Texas or the Department of Family Protective and Regulatory Services. The District Courts of Hunt County have adopted this order because the parties and their children should be protected and their property preserved while the lawsuit is pending before the court. Therefore it is ORDERED:

1. **NO DISRUPTION OF CHILDREN.** Both parties are ORDERED to refrain from doing the following acts concerning any children who are subjects of this case:
  - 1.1 Removing the children from the State of Texas, acting directly or in concert with others, without the written agreement of both parties or an order of this Court.
  - 1.2 Disrupting or withdrawing the children from the school or day-care facility where the children are presently enrolled, without the written agreement of both parties or an order of this Court.
  - 1.3 Hiding or secreting the children from the other parent or changing the children's current place of abode, without the written agreement of both parents or an order of this Court. If an order is in place "current place of abode" means the primary residence of the child as reflected in the order. Further, this standing order does not affect access and possession unless extraordinary relief is requested.
  - 1.4 Disturbing the peace of the children.
  - 1.5 Making disparaging remarks about each other or the other person's family members, to include but not be limited to the child's grandparents, aunts, uncles, or stepparents.
  - 1.6 Discussing with the children, or with any other person in the presence of the children, any litigation related to the children or the other party.
  - 1.7 If this is an original divorce action, allowing anyone with whom the party is romantically involved, to remain overnight in the home while in possession of the child, unless that person is a resident of the party's household at the time of the filing of the divorce. Overnight is defined from 10:00 p.m. until 7:00 a.m.
  - 1.8 Using or possessing any dangerous drug or controlled substance not prescribed by a physician during any period of possession of a child, or within the 12 hours preceding any period of possession.

2. CONDUCT OF THE PARTIES DURING THE CASE. Both parties are ORDERED to refrain from doing the following acts:

- 2.1 Using vulgar, profane, obscene, or indecent language, or a course or offensive manner to communicate with the other party, whether in person, by telephone, or in writing.
- 2.2 Threatening the other party in person, by telephone, or in writing to take unlawful action against any person.
- 2.3 Placing one or more telephone calls, at any unreasonable hour, in an offensive or repetitious manner without a legitimate purpose of communication, or anonymously.
- 2.4 Intentionally, knowingly or recklessly causing bodily injury to the other party or the child of either party.
- 2.5 Opening or diverting mail addressed to the other party.

3. PRESERVATION OF PROPERTY AND USE OF FUNDS DURING DIVORCE CASE. If this is a divorce case, both parties to the marriage are ORDERED to refrain from doing the following acts:

- 3.1 Destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both parties.
- 3.2 Misrepresenting or refusing to disclose to the other party or to the Court, proper request, the existence, amount, or location of any tangible or intellectual property of the parties or either party, including electronically stored or recorded information.
- 3.3 Damaging or destroying the tangible property of one or both of the parties, including any document that represents or embodies anything of value.
- 3.4 Tampering with the tangible property of one or both of the parties, including any documents that represents or embodies anything of value, and causing pecuniary loss to the other party.
- 3.5 Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of either party, whether personal property or real estate property, and whether separate or community, except as specifically authorized by this order.
- 3.6 Incurring any indebtedness, other than legal expense in connection with this suit, except as specifically authorized by this order.

- 3.7 Making withdrawals from any checking or savings account in any financial institution for any purpose, except as specifically authorized by this order.
- 3.8 Spending any sum of cash in either party's possession or subject to either party's control for any purpose, except as specifically authorized by this order.
- 3.9 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.
- 3.10 Modifying, changing or in any way altering the username and/or password to any financial, social media, data storage, media storage, communications, or other account;
- 3.11 Signing or endorsing the other party's name or 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 the other party.
- 3.12 Taking any action to terminate or limit credit or charge cards in the name of the other party.
- 3.13 Entering, operating, or exercising control over the motor vehicle in the possession of the other party.
- 3.14 Discontinuing or altering the withholding for federal income taxes on wages or salary while this suit is pending.
- 3.15 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 the other party's residence or in any manner attempting to withdraw any deposits for service in connection with such services.
- 3.16 Intercepting or recording the other party's electronic communications.
- 3.17 Entering any safe deposit box in the name of or subject to the control of the parties or either party, whether individually or jointly with others.
- 3.18 For the purposes of this Order, "personal property" and "tangible property" includes, but is not limited to, the following:
  - a. cash, checks, traveler's checks and money orders;
  - b. funds on deposit in financial accounts with commercial banks, savings banks, and credit unions;

- c. funds and assets held in brokerage, mutual fund and other investment accounts;
- d. publicly traded stocks, bonds and other securities;
- e. stock options and restricted stock units;
- f. bonuses;
- g. closely held business interests;
- h. retirement benefits and accounts;
- i. deferred compensation benefits;
- j. insurance policies, annuities, and health savings accounts;
- k. motor vehicles, boats, airplanes, cycles, mobile homes, trailers, and recreational vehicles;
- l. money owed to one or both parties, including notes and expected income tax refunds;
- m. household furniture, furnishings and fixtures;
- n. electronics and computers;
- o. antiques, artworks, and collections;
- p. sporting goods and firearms;
- q. jewelry and other personal items;
- r. pets and livestock;
- s. club memberships;
- t. travel award benefits and other award accounts;
- u. crops, farm equipment, construction equipment, tools, leases, crematory lots, gold or silver coins not part of a collection, tax overpayments, loss carry-forward deductions, lottery

tickets/winnings, stadium bonds, stadium seat licenses, seat options, season tickets, ranch brands, and business names;

v. digital assets such as e-mail addresses, social networking accounts, web sites, domain names, digital media such as pictures, music, e-books, movies and videos, blogs, reward points, digital storefronts, artwork, and data storage accounts;

w. safe deposit boxes and their contents;

x. storage facilities and their contents; and

y. contingent assets.

4. PERSONAL AND BUSINESS RECORDS IN DIVORCE CASE. If this is a divorce case, both parties to the marriage are ORDERED to refrain from doing the following acts:

4.1 Concealing or destroying any family records, property records financial records business records or any records of income, debt or other obligations.

4.2 Falsifying any writing or record relating to the property of either party.

4.3 Destroying, disposing of, or altering any e-mail, text message, video message, or chat message or other electronic data or electronically stored information relevant to the subject matter of the suit for dissolution of marriage, regardless of whether the information is stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.

4.4 Modifying, changing, or altering the native format or metadata of any electronic data or electronically stored information relevant to the subject matter of the suit for dissolution of marriage, regardless of whether the information is stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.

4.5 Deleting any data or content from any social network profile used or created by either party or a child of the parties.

4.6 Using any password or personal identification number to gain access to the other party's e-mail account, bank account, social media account, or any other electronic account.

4.7 Excluding the other party from the use and enjoyment of a specifically identified residence of the other party.



4.8 "Records" include e-mail or other digital or electronic data, whether stored on a computer hard drive, diskette or other electronic storage device.

5. INSURANCE IN DIVORCE CASE. If this is a divorce case, both parties to the marriage are ORDERED to refrain from doing the following acts:

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

5.2 Changing or in any manner altering the beneficiary designation on any life insurance on the life of either party or the parties' children.

5.3 Canceling, altering, or in any manner affecting any casualty, automobile, or health insurance policies insuring the parties' property of persons including the parties' minor children.

6. SPECIFIC AUTHORIZATIONS IN DIVORCE CASE. If this is a divorce case, both parties to the marriage are specifically authorized to do the following:

6.1 To engage in acts reasonable and necessary to the conduct of that party's usual business and occupation.

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

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

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

6.5 Nothing in this order:

(a) Excludes a spouse from occupancy of the residence where that spouse is living except as provided in a protective order made in accordance with Title 4;

(b) Prohibits a party from spending funds for reasonable and necessary living expenses; or

(c) Prohibits a party from engaging in acts reasonable and necessary to conduct that party's usual business and occupation.

7. SERVICE AND APPLICATION OF THIS ORDER.

7.1 The Petitioner shall attach a copy of this order to the original petition and to each copy of the petition. At the time the petition is filed, if the Petitioner has failed to attach a copy of this order to the petition

and any copy of the petition, the Clerk shall ensure that a copy of this order is attached to the petition and every copy of the petition presented.

7.2 This order is effective upon the filing of the original petition and shall remain in full force and effect as a temporary restraining order for fourteen days after the date of the filing of the original petition. If no party contests this order by presenting evidence at a hearing on or before fourteen days after the date of the filing of the original petition, this order shall continue in full force and effect as a temporary injunction until further order of this court. This entire order will terminate and will no longer be effective when the court signs a final order or the case is dismissed.

8. EFFECT OF OTHER COURT ORDERS. If any part of this order is different from any part of a protective order that has already been entered or is later entered, the protective order provisions prevail. Any part of this order not changed by some later order remains in full force and effect until the court signs a final decree.
9. PARTIES ENCOURAGED TO MEDIATE. The parties are encouraged to settle their disputes amicably without court intervention. The parties are encouraged to use alternative dispute resolution methods, such as mediation, to resolve the conflicts that may arise in this lawsuit.
10. BOND WAIVED. IT IS ORDERED that the requirement of a bond is waived.

THIS HUNT COUNTY STANDING ORDER REGARDING CHILDREN, PROPERTY AND CONDUCT OF THE PARTIES SHALL BECOME EFFECTIVE ON OCTOBER 1, 2022.



J. Andrew Bench  
Judge, 196<sup>th</sup> Judicial District



Keli Aiken  
Judge, 354<sup>th</sup> Judicial District