

MAINE STATE LEGISLATURE

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130th MAINE LEGISLATURE

FIRST REGULAR SESSION-2021

Legislative Document

No. 1102

S.P. 363

In Senate, March 22, 2021

**An Act To Update the Law Governing Preliminary Injunctions in
Judicial Separation and Divorce Actions**

Received by the Secretary of the Senate on March 18, 2021. Referred to the Committee on
Judiciary pursuant to Joint Rule 308.2 and ordered printed.

A handwritten signature in black ink, appearing to read 'D M Grant'.

DAREK M. GRANT
Secretary of the Senate

Presented by Senator BAILEY of York.
Cosponsored by Representative CARDONE of Bangor and
Senator: CARNEY of Cumberland.

1 **Be it enacted by the People of the State of Maine as follows:**

2 **Sec. 1. 19-A MRSA §852, sub-§1, ¶B**, as enacted by PL 1995, c. 694, Pt. B, §2
3 and affected by Pt. E, §2, is amended to read:

4 B. The preliminary injunction must be directed to each party to the action and must
5 contain the following orders:

6 (1) That each party is enjoined from transferring, encumbering, concealing, selling
7 or otherwise disposing of the property of either or both of the parties, except in the
8 usual course of business, for the purpose of retaining an attorney for the case or for
9 the necessities of life, without the written consent of the parties or the permission
10 of the court. Each party shall notify the other party of any proposed extraordinary
11 expenditures and shall account to the court for all extraordinary expenditures made
12 after the preliminary injunction is in effect. The preliminary injunction must
13 explain what constitutes an extraordinary expenditure;

14 (2) That each party is enjoined from imposing restraint on the personal liberty of
15 the other party or of a biological or adopted child of either or both of the parties;
16 ~~and~~

17 (3) That each party is enjoined from voluntarily removing the other party or a child
18 of the parties from a policy of health insurance that provides coverage for the other
19 party or the child of the parties;

20 (4) That each party is required to maintain all health, property, life and other
21 insurance that the individual is carrying on any member of the family and to
22 cooperate as necessary in the filing and processing of claims. Any employer-
23 provided health insurance in effect remains in effect for all family members;

24 (5) That each party is enjoined from canceling, altering or in any manner affecting
25 any casualty, automobile or health insurance policies insuring the parties' property
26 or persons;

27 (6) That each party is enjoined from withdrawing or borrowing in any manner all
28 or any part of the cash surrender value of any life insurance policies on either party
29 or their children;

30 (7) That each party is enjoined from changing or in any manner altering the
31 beneficiary designation on any life insurance policies on the life of either party or
32 any of their children;

33 (8) That each party is enjoined from making any withdrawal for any purpose from
34 any retirement, profit-sharing, pension, death or other employee benefit plan or
35 employee savings plan or from any individual retirement account or qualified, or
36 "Keogh," retirement account;

37 (9) That each party is enjoined from intentionally or knowingly damaging or
38 destroying the tangible property of the parties, or of either of them, specifically
39 including, but not limited to, any electronically stored materials, electronic
40 communications, social network data, financial records and any document that
41 represents or embodies anything of value;

1 (10) That each party is enjoined from opening or diverting mail addressed to the
2 other party; and

3 (11) That each party is enjoined from signing or endorsing the other party's name
4 on any negotiable instrument, check or draft, such as tax refunds, insurance
5 payments and dividends, or attempting to negotiate any negotiable instruments
6 payable to either party without the personal signature of the other party.

7 **Sec. 2. 19-A MRSA §903, sub-§1, ¶B,** as enacted by PL 1995, c. 694, Pt. B, §2
8 and affected by Pt. E, §2, is amended to read:

9 B. The preliminary injunction must be directed to each party to the action and must
10 contain the following orders:

11 (1) That each party is enjoined from transferring, encumbering, concealing, selling
12 or otherwise disposing of the property of either or both of the parties, except in the
13 usual course of business, for the purpose of retaining an attorney for the case or for
14 the necessities of life, without the written consent of the parties or the permission
15 of the court. Each party shall notify the other party of any proposed extraordinary
16 expenditures and shall account to the court for all extraordinary expenditures made
17 after the preliminary injunction is in effect. The preliminary injunction must
18 explain what constitutes an extraordinary expenditure;

19 (2) That each party is enjoined from imposing restraint on the personal liberty of
20 the other party or of a biological or adopted child of either or both of the parties;
21 and

22 (3) That each party is enjoined from voluntarily removing the other party or a child
23 of the parties from a policy of health insurance that provides coverage for the other
24 party or the child of the parties;

25 (4) That each party is required to maintain all health, property, life and other
26 insurance that the individual is carrying on any member of the family and to
27 cooperate as necessary in the filing and processing of claims. Any employer-
28 provided health insurance in effect remains in effect for all family members;

29 (5) That each party is enjoined from canceling, altering or in any manner affecting
30 any casualty, automobile or health insurance policies insuring the parties' property
31 or persons;

32 (6) That each party is enjoined from withdrawing or borrowing in any manner all
33 or any part of the cash surrender value of any life insurance policies on either party
34 or their children;

35 (7) That each party is enjoined from changing or in any manner altering the
36 beneficiary designation on any life insurance policies on the life of either party or
37 any of their children;

38 (8) That each party is enjoined from making any withdrawal for any purpose from
39 any retirement, profit-sharing, pension, death or other employee benefit plan or
40 employee savings plan or from any individual retirement account or qualified, or
41 "Keogh," retirement account;

42 (9) That each party is enjoined from intentionally or knowingly damaging or
43 destroying the tangible property of the parties, or of either of them, specifically

1 including, but not limited to, any electronically stored materials, electronic
2 communications, social network data, financial records and any document that
3 represents or embodies anything of value;

4 (10) That each party is enjoined from opening or diverting mail addressed to the
5 other party; and

6 (11) That each party is enjoined from signing or endorsing the other party's name
7 on any negotiable instrument, check or draft, such as tax refunds, insurance
8 payments and dividends, or attempting to negotiate any negotiable instruments
9 payable to either party without the personal signature of the other party.

10 **SUMMARY**

11 This bill amends the law governing preliminary injunctions issued in judicial
12 separation and divorce actions. It requires the preliminary injunction to provide more
13 accountability about financial transactions of the parties and prohibits both parties from
14 making changes to life, casualty, automobile or health insurance or making any
15 withdrawals from retirement or other plans or accounts. It also prohibits both parties from
16 intentionally or knowingly damaging or destroying property, including electronically
17 stored materials or data. It prohibits both parties from opening or diverting mail addressed
18 to the other party. It prohibits both parties from signing or endorsing the other party's name
19 on any negotiable instrument, check or draft.