



# 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.