

10 EASY STEPS TO BETTER INTERPRETED INTERVIEWS

1. Do a **pre-session** with the interpreter before the interview to provide context for the interpreter, set your expectations for a professional session, and exchange other useful information to minimize problems.
2. **Talk to the client**, not the interpreter. The interpreter is there to act as a conduit between you and your client and is not a third party to the conversation.
3. Use **direct speech**. Use the same sentence form that you would in a normal two person conversation. Ask “how can I help you today?” not “ask her how I can help her today.”
4. **Speak clearly** and in an organized fashion, as if you were dictating. A really good interpreter will reproduce your incomplete sentences, wandering thoughts and verbal tics, creating more confusion for the client.
5. **Pause regularly**. The longer you talk, the harder it is for the interpreter to retain your exact message. Do a sentence or two and then stop to allow the interpreter to interpret. Instruct the client to do the same.
6. **Minimize slang, idioms and metaphors**. Our normal speech is peppered with these. The more you use, the harder it is for the interpreter, especially one lacking native like fluency in both languages.
7. Try to stick with **open ended questions** to the client and avoid those which elicit a yes/no response. This will give you better feedback on whether the client is getting the message clearly, and vice-versa.
8. **Avoid compound questions**. You’re just asking for miscommunication, especially if you don’t follow the last tip.
9. **Control the interpreter**. If the interpreter is not doing a good job, remind him of your expectations. If things are out of control, you may need to reschedule with a better interpreter.
10. **Give yourself time**. It will probably take you three times longer to do the interview than if you and the client were speaking the same language.



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Language Access Project

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5/06 PMU
(revised 5/09 BS)

CLSApps\Cls1\units\LAP\AttorneysFiles\PUyehara\LAP ALL\LAP Training
10 Easy Steps Interpreted Interviews

THE PENNSYLVANIA COURT AND ADMINISTRATIVE HEARING INTERPRETER LAW

ACT 172, which was effective January 29, 2007, will dramatically change the quality and availability of interpreters in state court and administrative agency hearings.

WHAT CASES ARE COVERED. Appointment of an interpreter is *mandatory* in these types of cases, upon request or when the judge orders it:

- Limited English proficient person (LEP) is involved as -
 - Defendant in criminal case
 - Plaintiff or defendant in a civil case, or
 - A crime victim in a criminal case, and
 - An immediate family member of the persons above is LEP (*optional*), plus
 - A witness in a criminal or civil case.
- State courts
 - All state and county court proceedings are covered – criminal, civil and appellate
 - Includes proceedings conducted by non-judges such as arbitrators, masters, and commissioners
 - *Excludes* court operations outside of the courtroom and federal courts (but federal laws may require language access there).
- Administrative agency hearings to decide individual cases
 - All state agencies, with four narrow exceptions (for certain tax, election, PennDOT and higher education discipline matters)
 - All local agency hearings
 - Excludes federal agency hearings (but federal policy often covers them)

WHO CAN INTERPRET. Court interpreters will be officially appointed by the court and informal interpreters generally prohibited.

- **Certified interpreters** must be used first whenever available. They have to pass oral and written tests of language ability, interpreting skill and ethics. The certification program is in the process of being established.
- **Otherwise qualified interpreters** may be appointed if a certified interpreter is not available. These interpreters are registered, screened and at least partially tested but have either failed the oral exam or no exam is available in the needed language.

WHO PAYS THE INTERPRETER

- In court cases, the court pays the interpreter in any criminal case and in civil cases involving an indigent party. In other civil cases, the court may charge the interpreter costs to the parties, except that a deaf party cannot be charged for a sign interpreter.
- In all administrative hearings, the agency conducting the hearing pays for the interpreter.

PROBLEMS? If you have problems getting an interpreter, Community Legal Services may be able to help. Contact Beth Shapiro in the Language Access Project, bshapiro@clsphila.org or 215.227.2400, ext. 2432.

THE PENNSYLVANIA COURT AND ADMINISTRATIVE HEARING INTERPRETER LAW

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2 Pa.C.S.A. Administrative Law and Procedure

Chapter 5. Practice and Procedure

Subchapter C. Administrative Proceeding Interpreters for Persons with Limited English Proficiency

§ 561. Scope of subchapter

(a) **Commonwealth agencies.**--Except as provided in subsection (b), this subchapter applies to all Commonwealth agencies.

(b) **Exception.**--This subchapter does not apply to:

(1) Proceedings before the Department of Revenue, the Department of the Auditor General or the Board of Finance and Revenue involving the original settlement, assessment or determination or resettlement, reassessment or redetermination, review or refund of taxes, interest or payments made into the State Treasury.

(2) Proceedings before the Secretary of the Commonwealth under the act of June 3, 1937 (P.L. 1333, No. 320), [FN1] known as the Pennsylvania Election Code.

(3) Proceedings before the Department of Transportation involving matters reviewable under 42 Pa.C.S. § 933 (relating to appeals from government agencies).

(4) Proceedings before the State System of Higher Education involving student discipline.

(c) **Local agencies.**--This subchapter applies to all local agencies.

[FN1] 25 P.S. § 2600 et seq.

§ 562. Duties of department

(a) **Interpreter program.** – The department shall establish a program to appoint and use certified interpreters in administrative proceedings that is consistent with the program established by the Administrative Office of Pennsylvania Courts pursuant to 42 Pa.C.S. Ch. 44 (relating to court interpreters). As part of the program, the department may grant automatic certification to any interpreter that has been certified pursuant to 42 Pa.C.S. Ch. 44. To certify interpreters, the department may establish a program which may include:

(1) establishing and administering a comprehensive testing and certification program for interpreters;

(2) establishing and adopting standards of proficiency, written and oral, in English and the language to be interpreted, including, but not limited to,

certification by the Court Administrator of Pennsylvania as provided in 42 Pa.C.S. Ch. 44;

- (3) conducting periodic examinations to ensure the availability of certified interpreters pursuant to this subchapter;
- (4) prescribing, determining and certifying the qualifications of persons who may serve as certified interpreters for persons with limited English proficiency;
- (5) charging reasonable fees, as deemed necessary, for testing and certification;
- (6) reciprocity of certification for interpreters from other jurisdictions, provided that, in the judgment of the department, the criteria for certification in the foreign jurisdiction is at least as stringent as that established by the department or the Court Administrator of Pennsylvania;
- (7) providing for the audio recording of testimony that is the subject of interpretation; and
- (8) providing a continuing education requirement for interpreters.

(b) List of certified interpreters.--The department shall compile, maintain and disseminate a current list of interpreters certified by the department to the agencies through any means deemed appropriate by the department, including, but not limited to, a written directory and publication on the official World Wide Web site of the department.

(c) Guidelines for selection of otherwise qualified interpreters.--The department shall provide guidelines to the agencies for the selection and use of otherwise qualified interpreters in order to ensure that the highest standards of accuracy are maintained in all administrative proceedings subject to this subchapter.

(d) Fee schedule.--The department shall prescribe, subject to periodic review, a schedule of reasonable fees for services rendered by certified interpreters and otherwise qualified interpreters.

(e) Standards of professional conduct.--

- (1) The department shall establish and adopt standards for a code of professional conduct for administrative proceeding interpreters for persons with limited English proficiency.
- (2) The department shall establish, administer or recommend a process to review and respond to allegations of violations of the code of professional conduct for administrative proceeding interpreters for persons with limited English proficiency, including, but not limited to, decertification and other disciplinary measures.

(f) **Certification by courts.**--Any interpreter certified by the Administrative Office of Pennsylvania Courts pursuant to 42 Pa.C.S. Ch. 44 shall be deemed certified pursuant to this chapter.

§ 563. Appointment of interpreter

(a) **Appointment of certified interpreter.**--Upon request or sua sponte, a presiding officer shall appoint a certified interpreter, unless a certified interpreter is unavailable as provided in subsection (b).

(b) **Appointment of otherwise qualified interpreter when certified interpreter is unavailable.**--

(1) An otherwise qualified interpreter shall be appointed by the presiding officer if a good faith effort was made to obtain a certified interpreter and a certified interpreter was not reasonably available, as determined by the presiding officer.

(2) Prior to the appointment of an otherwise qualified interpreter, the presiding officer shall state on the record that the otherwise qualified interpreter:

(i) is readily able to interpret; and

(ii) has read, understands and agrees to abide by the code of professional conduct for administrative proceeding interpreters for persons with limited English proficiency, as established by the department.

(c) **Additional interpreters.**--After consideration of the length of the administrative proceeding and the number of persons with limited English proficiency involved, a presiding officer may appoint, as provided in subsections (a) and (b), an additional interpreter or provide for additional interpretation in a manner deemed appropriate by the presiding officer.

§ 564. Replacement of interpreter

A presiding officer shall dismiss the interpreter and obtain the services of another interpreter in accordance with this subchapter if the interpreter:

(1) Fails to follow the standards prescribed by law or by the code of professional conduct for administrative proceeding interpreters for persons with limited English proficiency.

(2) Is unable to effectively communicate with the presiding officer or the person with limited English proficiency, including where the interpreter self-reports such inability.

§ 565. Oath

Before the commencement of interpreter duties, an interpreter appointed under this subchapter shall take an oath or make an affirmation on the record that the interpreter will make a true interpretation to the person with limited English proficiency in the language which the person with limited English proficiency understands and that the interpreter will repeat the statements of

the person with limited English proficiency to the court in English to the best of the interpreter's skill and judgment and in accordance with the code of professional conduct for administrative proceeding interpreters for persons with limited English proficiency.

§ 566. Confidential communications in presence of interpreter

An interpreter appointed under this subchapter may not be compelled to testify, in any judicial proceeding or administrative proceeding, to statements made by the person with limited English proficiency and interpreted by the interpreter when the person with limited English proficiency is engaged in a confidential communication as provided by any statute or general rule, including, but not limited to:

- (1) 42 Pa.C.S. § 5916 (relating to confidential communications to attorney).
- (2) 42 Pa.C.S. § 5928 (relating to confidential communications to attorney).
- (3) 42 Pa.C.S. § 5942 (relating to confidential communications to news reporters).
- (4) 42 Pa.C.S. § 5943 (relating to confidential communications to clergymen).
- (5) 42 Pa.C.S. § 5944 (relating to confidential communications to psychiatrists or licensed psychologists).
- (6) 42 Pa.C.S. § 5945 (relating to confidential communications to school personnel).
- (7) 42 Pa.C.S. § 5945.1 (relating to confidential communications with sexual assault counselors).
- (8) 42 Pa.C.S. § 5945.2 (relating to confidential communications to crime stopper or similar anticrime program).

§ 567. Cost of providing interpreter

An interpreter appointed in accordance with this subchapter is entitled to a reasonable fee for interpreter services and shall be reimbursed for actual and reasonable expenses by the agency conducting the administrative proceeding.

§ 568. Funding

Except as provided in section 567 (relating to cost of providing interpreter), the General Assembly shall appropriate to the department such sums as may be necessary to establish a program to facilitate the use of interpreters and otherwise fulfill the provisions of this subchapter. Implementation of this section is contingent upon the availability of appropriated funds to carry out the purposes of this section.

2 Pa.C.S.A. Administrative Law and Procedure

Chapter 5. Practice and Procedure

Subchapter D. Administrative Proceeding Interpreters for Persons Who Are Deaf

§ 581. Scope of subchapter

(a) **Commonwealth agencies.**--Except as provided in subsection (b), this subchapter applies to all Commonwealth agencies.

(b) **Exception.**--This subchapter does not apply to:

(1) Proceedings before the Department of Revenue, the Department of the Auditor General or the Board of Finance and Revenue involving the original settlement, assessment or determination or resettlement, reassessment or redetermination, review or refund of taxes, interest or payments made into the State Treasury.

(2) Proceedings before the Secretary of the Commonwealth under the act of June 3, 1937 (P.L. 1333, No. 320), [FN1] known as the Pennsylvania Election Code.

(3) Proceedings before the Department of Transportation involving matters reviewable under 42 Pa.C.S. § 933 (relating to appeals from government agencies).

(4) Proceedings before the State System of Higher Education involving student discipline.

(c) **Local agencies.**--This subchapter applies to all local agencies.

Section § 582. Duties of department

(a) **Interpreter program.**--The department shall establish a program to appoint and use certified interpreters in administrative proceedings that is consistent with the program established by the Administrative Office of Pennsylvania Courts pursuant to 42 Pa.C.S. Ch. 44 (relating to court interpreters). As part of the program, the department may grant automatic certification to any interpreter that has been certified pursuant to 42 Pa.C.S. Ch. 44. To certify interpreters, the department may establish a program which may include:

(1) establishing and administering a comprehensive testing and certification program for interpreters pursuant to this subchapter;

(2) establishing and adopting standards of proficiency, including, but not limited to, certification by the Court Administrator of Pennsylvania as provided in 42 Pa.C.S. Ch. 44 and certification by the Registry for Interpreters for the Deaf or similar registry;

- (3) conducting periodic examinations to ensure the availability of certified interpreters;
- (4) prescribing, determining and certifying the qualifications of persons who may serve as certified interpreters;
- (5) charging reasonable fees, as deemed necessary, for testing and certification;
- (6) reciprocity of certification for interpreters from other jurisdictions, provided that, in the judgment of the department, the criteria for certification in the foreign jurisdiction is as least as stringent as that established by the department or the Court Administrator of Pennsylvania;
- (7) providing for the audio recording of testimony that is the subject of interpretation; and
- (8) providing a continuing education requirement for interpreters.

(b) List of certified interpreters.--The department shall compile, maintain and disseminate a current list of interpreters certified by the department to the agencies through any means deemed appropriate by the department, including, but not limited to, a written directory and publication on the official World Wide Web site of the department.

(c) Guidelines for selection of otherwise qualified interpreters.--The department shall provide guidelines to the agencies for the selection and use of otherwise qualified interpreters in order to ensure that the highest standards of accuracy are maintained in all administrative proceedings subject to this subchapter.

(d) Fee schedule.--The department shall prescribe, subject to periodic review, a schedule of reasonable fees for services rendered by certified interpreters and otherwise qualified interpreters.

(e) Standards of professional conduct.--

(1) The department shall establish and adopt standards for a code of professional conduct for administrative proceeding interpreters for persons who are deaf.

(2) The department shall establish, administer or recommend a process to review and respond to allegations of violations of the code of professional conduct for administrative proceeding interpreters for persons who are deaf, including, but not limited to, decertification and other disciplinary measures.

(f) Certification by courts.--Any interpreter certified by the Administrative Office of Pennsylvania Courts pursuant to 42 Pa.C.S. Ch. 44 shall be deemed certified pursuant to this chapter.

§ 583. Appointment of interpreter

(a) Appointment of certified interpreter.--Upon request, a presiding officer shall appoint a certified interpreter unless the certified interpreter is unavailable as provided in subsection (b).

(b) Appointment of otherwise qualified interpreter when certified interpreter is unavailable.--

(1) An otherwise qualified interpreter shall be appointed by a presiding officer if a good faith effort was made to obtain a certified interpreter and a certified interpreter was not reasonably available, as determined by the presiding officer.

(2) Prior to the appointment of an otherwise qualified interpreter, the presiding officer shall state on the record that to the best of the knowledge of the presiding officer, the otherwise qualified interpreter:

(i) is readily able to interpret;

(ii) is certified by the National Association for the Deaf, the Registry of Interpreters for the Deaf or similar registry, to the best of the knowledge of the presiding officer; [FN1] and

(iii) has read, understands and agrees to abide by the code of professional conduct for administrative proceeding interpreters for persons who are deaf, as established by the department.

(c) Additional interpreters.--After consideration of the length of the administrative proceeding, the special needs of the person who is deaf and the number of persons involved who are deaf, the presiding officer may appoint, as provided in subsections (a) and (b), an additional interpreter or provide for additional interpretation in a manner deemed appropriate by the presiding officer.

[FN1] "administrative law judge;" in enrolled bill.

§ 584. Replacement of interpreter

A presiding officer shall dismiss the interpreter and obtain the services of another interpreter in accordance with this subchapter if the interpreter:

(1) Fails to follow the standards prescribed by law or by the code of professional conduct for administrative proceeding interpreters for persons who are deaf.

(2) Is unable to effectively communicate with the presiding officer or person who is deaf, including where the interpreter self-reports such inability.

§ 585. Oath

Before the commencement of interpreter duties, an interpreter appointed under this subchapter shall take an oath or make an affirmation on the record that the interpreter will make a true interpretation to the person who is deaf in the manner that the person who is deaf understands and that the interpreter will repeat the statements of the person who is deaf to the court in the spoken English language to the best of the interpreter's skill and judgment and in accordance with the code of professional conduct for administrative proceeding interpreters for persons who are deaf.

§ 586. Confidential communications in presence of interpreter

An interpreter appointed under this subchapter may not be compelled to testify, in any judicial proceeding or administrative proceeding, to statements made by the person who is deaf and interpreted by the interpreter when the person who is deaf is engaged in a confidential communication as provided by any statute or general rule, including, but not limited to:

- (1) 42 Pa.C.S. § 5916 (relating to confidential communications to attorney).
- (2) 42 Pa.C.S. § 5928 (relating to confidential communications to attorney).
- (3) 42 Pa.C.S. § 5942 (relating to confidential communications to news reporters).
- (4) 42 Pa.C.S. § 5943 (relating to confidential communications to clergymen).
- (5) 42 Pa.C.S. § 5944 (relating to confidential communications to psychiatrists or licensed psychologists).
- (6) 42 Pa.C.S. § 5945 (relating to confidential communications to school personnel).
- (7) 42 Pa.C.S. § 5945.1 (relating to confidential communications with sexual assault counselors).
- (8) 42 Pa.C.S. § 5945.2 (relating to confidential communications to crime stopper or similar anticrime program).

§ 587. Cost of providing interpreter

An interpreter appointed in accordance with this subchapter is entitled to a reasonable fee for interpreter services and shall be reimbursed for actual and reasonable expenses by the agency conducting the administrative proceeding.

§ 588. Funding

Except as provided in section 587 (relating to cost of providing interpreter), the General Assembly shall appropriate to the department such sums as may be necessary to establish a program to facilitate the use of interpreters and otherwise fulfill the provisions of this subchapter. Implementation of this section is contingent upon the availability of appropriated funds to carry out the purposes of this section.



CITY OF PHILADELPHIA

OFFICE OF THE MANAGING DIRECTOR

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Language Access Contracts Piggyback Provision Information Sheet

Effective July 1, 2009, the City of Philadelphia ("City") entered into contract agreements with three vendors for the provision and management of the following services: telephonic interpretation, in-person interpretation, document translation, translated document proofreading, and training. The selected vendors include:

- The Health Federation of Philadelphia (with Language Line Services, Inc. and Language Service Associates in sub-contractor relationships)
- Transperfect Translations
- Rosales Communications

The executed contracts provide that any eligible organization may enter into contracts with the selected vendors at the same rates and for the same services (described below) as offered to the City. Specifically, the Request for Proposals included the following language which is incorporated into the contracts:

The rates agreed upon by and between the City and Applicant(s) will be offered to and made available to any state or local government entity with headquarters within the City of Philadelphia as well as any organization recognized by the Internal Revenue Service (IRS) as a 501(c)3 with the principal place of business located within the City of Philadelphia, hereinafter referred to as "Local Affiliates". If a purchase is made with a Local Affiliate other than the City of Philadelphia, the Local Affiliate will enter into a separate contract/purchase order with the Applicant(s), and be solely responsible to the Applicant(s) for obligations relative to the purchase. The City of Philadelphia will incur no financial or legal responsibility in connection with any Local Affiliate purchases entered into with the Applicant(s). The entity exercising a purchase will be required to accept sole responsibility for placing orders with the Applicant(s) and payment to the Applicant(s) directly thereby absolving the City of Philadelphia from any liabilities whatsoever.

Please note that:

- The City of Philadelphia will not be a party to any contract entered into between eligible organizations and the selected vendors;
- The City of Philadelphia will not be responsible for any expenditures incurred or services provided by and between the vendors and eligible organizations.

If you have further questions about the City's language access contracts and the piggyback provision, please contact David Torres at: david.torres@phila.gov or (215) 686-9008.

Contract #1020123		
Vendor	Services	Rates
<p>The Health Federation of Philadelphia (Lead agency)</p> <p>Contact: Claire Jones 215-977-8996</p>	<ul style="list-style-type: none"> ▪ Language Access Training ✓ Certified Interpreter Training ✓ How To Work With An Interpreter 	<p>\$100/hour + materials & related expenses</p> <p>9% administrative fee</p>
<p>Language Line Services, Inc. (Subcontractor)</p> <p>Contact: Julie Metzger 1-877-862-1302</p>	<ul style="list-style-type: none"> ▪ Telephonic Interpretation 	<p>\$0.89/minute – Spanish \$0.95/minute – Spanish (healthcare) \$1.08/minute – All other languages</p> <p>Dual Handset Phones: \$4/month – digital phones \$3/month – analog phones \$2/month – over 100 analog phones</p>
	<ul style="list-style-type: none"> ▪ Document Proofreading 	<p>\$50/hour – All languages</p>
<p>Language Services Associates (Subcontractor)</p> <p>Contact: Starla Keith 215-657-6571 ext. 315</p>	<ul style="list-style-type: none"> ▪ Telephonic Interpretation 	<p>\$0.89/minute – Spanish \$0.95/minute – Spanish (healthcare) \$1.08/minute – All other languages</p> <p>Dual Handset Phones: \$4/month – digital phones \$3/month – analog phones \$2/month – over 100 analog phones</p> <p>Video Remote Interpreting: \$3.30/minute – ASL \$2.85/minute – Spoken Spanish</p>
	<ul style="list-style-type: none"> ▪ In-Person Interpretation 	<p>\$65/hour – Spanish \$72/hour – Common languages \$100/hour – Rare languages \$90/hour – ASL \$120/hour – ASL (legal)</p> <p>Two hour minimum + expenses</p>

Contract #1020125		
Vendor	Services	Rates
TransPerfect Translations, Inc. Contact: Julian Dimery 215-545-3120	<ul style="list-style-type: none"> ▪ Document Translation 	\$75/language – Minimum fee \$0.20/word – Class 1 languages (Spanish, Cambodian/Khmer, Chinese/Simplified, Chinese/Trad, Haitian Creole, French, Korean, Laotian, Russian, Vietnamese, Arabic) \$0.28/word – Class 2 languages (All other languages) \$50/hour – Editing, formatting, etc.
	<ul style="list-style-type: none"> ▪ Document Proofreading 	\$50/hour (One hour minimum per language)

Contract #1020124		
Vendor	Services	Rates
Rosales Communications Contact: Aracely Rosales 215-849-0545	<ul style="list-style-type: none"> ▪ Language Access Training ✓ Cultural Competency ✓ Basic Language Courses 	\$350/person (cultural competency) \$450/class (basic language) \$95/hour – Research, development + materials & related expenses 5% administrative fee



National Association of Judiciary Interpreters & Translators

NAJIT POSITION PAPER DIRECT SPEECH IN LEGAL SETTINGS

The information provided in NAJIT position papers offers general guidance for court administrators, judiciary interpreters and those who rely on interpreting services in legal settings. This information does not include or replace local, state or federal court policies. For more information, please contact: National Association of Judiciary Interpreters & Translators, 206-267-2300, or visit the NAJIT website at www.najit.org.

■ Introduction

When the participants in the judicial process do not speak the same language, an interpreter is used to relay messages. Interpreters use industry standard techniques to maintain accuracy and impartiality and ensure clear communication. These interpretation techniques are especially important in legal settings. The purpose of this paper is to illustrate one such technique — the use of direct speech as opposed to indirect speech — and to explain why all interpreters and users of interpreter services should speak to each other directly, rather than in the third person.

■ What is indirect or third-person speech?

Some people believe that indirect speech, which is sometimes referred to as third-person speech, is the best way to communicate through an interpreter (e.g., *Ask him... She is saying...*); but, in fact, the opposite is true. The most effective way to work across language barriers is for all speakers to use direct speech. Even when the communication has to pass through an interpretation process, people should address each other directly.

Participants in the judicial process — attorneys, judges, courtroom personnel, witnesses — or inexperienced interpreters may resort to indirect speech occasionally, unwittingly or as a matter of habit. However, it is essential to be vigilant against this practice. To understand why, consider the differences between direct and indirect speech in the following examples:

• DIRECT SPEECH

Judge: “Could you state your full name?”

Interpreter (in foreign language): “Could you state your full name?”

Witness (in foreign language): “My name is John Doe.”

Interpreter: “My name is John Doe.”

• INDIRECT SPEECH (by interpreter)

Judge: “Could you state your full name?”

Interpreter (in foreign language): “He’s asking you to state your full name.”

Witness (in foreign language): “My name is John Doe.”

Interpreter: “His name is John Doe.”

The use of indirect speech in the example above is an instance of unwarranted interference by the interpreter. The interpreter could have simply relayed the message directly, as it was said, without making any independent contribution to the communication process. The behavior of an interpreter using indirect speech may be compared to that of a narrator who reports to the participants what the speaker has said. The message is restated from the interpreter’s narrative point of view (e.g., *He’s asking... His name is...*), but the speaker’s actual words are never rendered.

Notice how the use of indirect speech by other participants in an exchange can easily create communication problems:

• INDIRECT SPEECH (by judge)

Judge: “Ask him to state his true name.”

Interpreter (in foreign language): “Ask him to state his true name.”

Witness (in foreign language): “Who?”

Interpreter: “Who?”

Judge: “Doesn’t the interpreter know who I’m talking to?”

• INDIRECT SPEECH (by attorney)

Attorney: “Ask her if she went to Mrs. Smith’s house?”

Interpreter (in foreign language): “Did you go to Mrs. Smith’s house?”

Female Witness (in foreign language): “Yes.”

Interpreter: “Yes.”

Attorney: “Was she with anyone?”

Interpreter: “Would counsel clarify for the interpreter who she refers to?”

In the first example, the judge uses indirect speech. The interpreter restates the message exactly, as, in fact, interpreters are required to do. But communication quickly gets derailed. This can happen with the simplest of questions.

In the second example, it is the attorney who uses indirect speech. The interpreter is attempting to “clean up” the attorney’s indirect questions and make them direct. But the danger in doing so is that the attorney may continue asking questions in the third person. This will not only muddy the record, it may also lead to a situation where the interpreter does not know to whom the attorney is referring when third-person pronouns are used.

All of the examples above indicate that participants in interpreted-assisted exchanges should address each other directly, as though there were no interpreter present. The interpreter should assume the voice of the speaker for whom s/he is interpreting and, accordingly, use the same grammatical person as that speaker (i.e., the same pronouns and verbs).

■ Why is indirect speech unacceptable in legal settings?

As the examples above have already suggested, indirect speech should never be used in legal settings when interpreters are involved, because it hinders both communication and the judicial process. The following specific problems can be identified:

MISCOMMUNICATION. The use of the third-person pronouns *he, she* and *they* in indirect speech is a common source of confusion. For instance, when the attorney uses indirect speech in the last example above, the interpreter has no way of knowing who *she* refers to: Is it the female witness or Mrs. Smith? In the worst-case scenario, misunderstanding can take place if the recipient of the message, that is, the interpreter, makes the wrong assumption. The consequences can be serious because the credibility of witnesses depends on the consistency and accuracy of the information they provide.

DELAYED COMMUNICATION. The confusion created by the use of third-person pronouns needlessly slows communication down, since the speakers will have to interrupt each other often to ask for clarification. Any type of exchange, from the relatively informal attorney/client meeting to the highly formal presentation of courtroom testimony, can fall victim.

ADVERSE EFFECT ON INTERACTION BETWEEN THE PARTIES. Indirect speech focuses too much on the interpreter and reinforces the parties' natural tendency to talk to, make eye contact with and turn toward the interpreter, rather than to focus on each other while speaking. When communication is indirect, the parties may be more likely to seek clarification, make comments and solicit extra-linguistic information from the interpreter, none of which are part of a court interpreter's role. If the interpreter is no longer a conduit, s/he is assuming or being allowed to occupy a position of considerable power, which undermines the relationships between the parties (e.g., the rapport between defense attorneys and their clients during out-of-court meetings or the adversarial relationship between prosecutors and defendants during cross-examination.)

INTERPRETATION NOT LEGALLY EQUIVALENT. Court interpreters are bound by a code of ethics to provide a complete and accurate interpretation, without altering, omitting, or adding anything to what was stated. Likewise, their duty is to preserve the speaker's language level and discourse features, such as pauses, hedges, false starts and repetitions.¹ Once all these requirements are met, the message transmitted by the interpreter will have the same effect on the target-language audience as the original message had on the source-language audience.

The court interpreter's strict conservation of the content, form, and style of a message is known as legal equivalence,² and it is ultimately grounded in the due process and the equal protection clauses of the United States Constitution. The role of the interpreter is to put non-English speakers on an equal footing with individuals who do speak English during their interactions with the judicial system. However, interpreting rendered through indirect speech cannot be legally equivalent for the following reasons:

The interpreter has to modify the speaker's original words from a grammatical point of view, at the very least, to reflect the interpreter's narrative point of view: "I regret what I did" → "She regrets what she did."

Messages lose their immediacy when transmitted through indirect speech. Some messages, particularly those involving emotive language, become less forceful: "I didn't do it. I swear to God I didn't. Please, believe me." Now, compare this utterance with the following: "He says he didn't do it. He swears to God he didn't. Please, believe him." In English, statements like *he/she says (that)...* can suggest a certain degree of speaker disbelief.

Direct speech readily allows the interpreter to put her/himself in the speaker's frame of mind, which in turn facilitates the faithful transmission of the message. Indirect speech is one step removed and thus immediacy is lost, which may affect the interpreter's memory of the original message.

POSSIBLE VIOLATIONS OF DUE PROCESS. Pursuant to the Federal Rules of Criminal Procedure and the Rules of Criminal Procedure for state and municipal courts, a guilty plea must be entered into knowingly and voluntarily. When a defendant enters a plea of guilty or no contest, s/he waives important rights:

In order for such waiver to be valid under the due process clause of the United States Constitution, it must be shown to have been an intentional relinquishment or abandonment of a known right or privilege. If a guilty plea is not knowingly, voluntarily, and intelligently made, it has been obtained in violation of due process and is therefore void.³

When an interpreter uses indirect speech (i.e., "He says he's guilty, Your Honor." Or, "Yes, she understand her rights.") the record reflects the conclusion of the interpreter, not of the defendant. This key linguistic and legal distinction has led to the nullification of a number of guilty pleas.⁴

INTERFERENCE WITH PRESERVATION OF THE RECORD. The integrity of the record is of utmost importance, whether a proceeding be in-court (e.g., a trial) or out-of-court (e.g., a deposition). The ambiguity that arises from the use of third-person pronouns in indirect speech hinders the court reporter's task of maintaining a clear record. Transcripts, particularly those that are prepared from recordings

after the fact, will be less intelligible. They are bound to contain statements such as, “INTERPRETER: He doesn’t understand.”

Furthermore, the legal equivalent provided by the interpreter is the record. If the interpreter fails to faithfully render the speaker’s message by using indirect speech, one cannot meaningfully speak of an accurate and complete record: There is no record of the speaker’s actual words and justice has not been served.

■ Recommendations

Canon 5 (Protocol and Demeanor) of NAJIT’s *Code of Ethics and Professional Responsibilities* explicitly bans interpreting in the third person, “...Court interpreters are to use the same grammatical person as the speaker...”⁵

NAJIT recommends that all indirect speech be excluded from interpreted-assisted exchanges in legal settings. The following guidelines are intended to help interpreters and the other participants in the judicial process comply with professional standards:

JUDGES

- Judges should not permit the use of indirect speech during interpreted-assisted proceedings. At every opportunity, judges should instruct the parties to speak directly to each other, instead of to the interpreter. The parties should never say to the interpreter, “Tell her (that)...” or “Is he asking me...?”
- Judges should support an interpreter’s request that all parties address each other directly.
- When a judge addresses a non-English speaking defendant or witness, it should always be done directly rather than speaking to the interpreter. Judges should not say to the interpreter, “What is his name?” or “How does she plead?”
- When the judge needs to address the interpreter, the record should be clear. For example, “Would the interpreter raise his voice?” If a judge says, “Would you raise your voice?” the interpreter is required to interpret exactly what was said; the witness will raise her/his voice, instead of the interpreter.

ATTORNEYS

- Attorneys should speak directly and maintain eye contact with the non-English speaking client/defendant/witness, just as with someone who speaks English. Attorneys should not ask the interpreter, “Does he understand?” but ask the non-English speaker, “Do you understand?”
- If this is the first time the non-English speaker is communicating through an interpreter, attorneys are well advised to take a minute to explain how the process works (i.e., “talk to me and speak as though there were no interpreter present”), or allow the interpreter to instruct the speaker about the correct mode of address.

- If addressing the interpreter at any point, attorneys need to make it clear (e.g., “Does the interpreter know where that is?”). Even during an informal meeting, the interpreter should not have to decide whether a particular remark is an aside or not meant for the non-English speaker.

INTERPRETERS

- The interpreter should always use the same grammatical person as the speaker.
- If there is time in advance of the proceeding, the interpreter should instruct the parties to speak to each other directly. The interpreter may explain that direct speech avoids confusion and ensures that the parties will be fully understood by everyone, including the interpreter.
- If any of the participants (including the attorneys or the judge) addresses the interpreter instead of the speaker, or if the speaker addresses the interpreter instead of the other participants, the interpreter, referring to her/himself in the third person, should politely remind everyone to use direct speech. This *modus operandi* includes any requests for clarification. Some suggested ways of making this request are:

“Your Honor, to maintain the accuracy of the record, the interpreter requests that counsel be instructed to address the witness rather than the interpreter.”

“The interpreter requests that the deponent not address her, but rather that he respond directly to counsel so as to protect the integrity of the record.”

“Your Honor, so as not to confuse the record, the interpreter requests that you address the defendant directly.”

“Counsel, please speak directly to your client to avoid any misunderstandings.”

- In open court, if a judge addresses the interpreter instead of the witness or the defendant, it should be corrected immediately. It is not easy to point out to judges that they may have misspoken. However, it happens to everyone and judges generally appreciate the clarification. Some interpreters may prefer to address the issue at sidebar; others choose to do so in open court with a phrase similar to the ones that appear above. Most important is to be polite and to convey that the main concern is the accuracy of the interpreting process and/or the record.
- If a party continues to use indirect speech after several polite requests, then one technique to highlight the problem is simply to interpret the utterance exactly, “Ask him where he was living.” The witness is likely to respond, “Ask who?” This is an indirect way of getting the parties to rephrase the question using direct speech.

- Interpreters should resist the temptation to ignore the use of indirect speech by other parties so as not to be disruptive. Not only would the interpreter be failing to comply fully with the requirement of accuracy and completeness, s/he might also get into trouble down the line (as in the last example on page 1). It is best to address the problem as soon as it comes up.
- To ask for clarification or request that the court instruct the parties, interpreters should always use the third person. This practice is essential to identify the interpreter as the speaker. A comment from the interpreter should be clearly distinguishable from one coming from the witness. Compare: “The interpreter didn’t hear the question” to “I didn’t hear the question.”
- Occasionally, speakers will use the interpreter as a point of reference. For instance, a witness might say in the foreign language, “The man was as tall as you are.” If the interpreter becomes aware (either through linguistic information and/or body language) that the speaker is referring to the interpreter, this fact should be placed on the record by saying, “The man was as tall as you are (indicating the interpreter).”

■ Conclusion

When words are especially important and clarity is sought, all parties need to be aware that the interpreter is not a narrator but a repeater. Clear communication is essential in legal settings where the rights of others and life itself are at stake. For the communication process to be effective and objective, the parties should at all times use direct speech.

Footnotes

¹ National Center for State Courts. *Model Code of Professional Responsibility for Interpreters in the Judiciary*. See Canon 1 (www.ncsconline.org/wc/publications/Res_CtInte_ModelGuidePub.pdf).

² González, D. G., Vásquez, V. F., & Mikkelson, H. (1991). *Fundamentals of Court Interpretation: Theory, Policy and Practice* (p. 16). Durham, NC: Carolina Academic Press.

³ 26 Ohio Jurisprudence 3d section 1097 Pleas.

⁴ The Racial Fairness Project, Cleveland, OH (www.racialfairness.org/interpreters.htm) lists several cases under the heading *Speaking in the Third Person*. See also: U.S. v. Gregorio Camejo (333F3d. 669) appealed in 2003 before the U.S. Court of Appeals for the Sixth Circuit.

⁵ *NAJIT Code of Ethics and Professional Responsibilities* (www.najit.org/ethics.html).

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TÒA HÒA GIẢI DÂN SỰ QUẬN PHILADELPHIA
(IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY)

<p>_____</p> <p style="text-align: center;">Nguyễn Đơn (Plaintiff) <i>kiện</i></p> <p>_____</p> <p style="text-align: center;">Bị Đơn (Defendant)</p>	<p>: BAN GIA ĐÌNH ·</p> <p>: (Family Division)</p> <p>:</p> <p>: HỒ SƠ SỐ (Docket No.) _____</p> <p>:</p> <p>: <input type="checkbox"/> Đồng Ý, Không Thừa Nhận (By Agreement without Admission)</p> <p>: <input type="checkbox"/> Sau khi Điều Trần (After Hearing)</p> <p>: <input type="checkbox"/> Vắng Mặt (By Default)</p>
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LỆNH SAU CÙNG CỦA TÒA ÁN
(FINAL ORDER OF COURT)

Defendant's Name: _____	Tên của Bị Đơn: _____																
Defendant's Date of Birth: _____	Ngày Sinh của Bị Đơn: _____																
Defendant's Social Security Number: _____	Số An Sinh Xã Hội của Bị Đơn: _____																
Names and Dates of Birth of All Protected Persons, including Plaintiff and minor children:	Tên và ngày sinh của tất cả người được bảo vệ, kể cả Nguyên Đơn và trẻ vị thành niên:																
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Names</u></th> <th style="text-align: center;"><u>Dates of Birth</u></th> </tr> </thead> <tbody> <tr><td style="border-bottom: 1px solid black;"> </td><td style="border-bottom: 1px solid black;"> </td></tr> <tr><td style="border-bottom: 1px solid black;"> </td><td style="border-bottom: 1px solid black;"> </td></tr> <tr><td style="border-bottom: 1px solid black;"> </td><td style="border-bottom: 1px solid black;"> </td></tr> </tbody> </table>	<u>Names</u>	<u>Dates of Birth</u>							<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Tên</u></th> <th style="text-align: center;"><u>Ngày sinh</u></th> </tr> </thead> <tbody> <tr><td style="border-bottom: 1px solid black;"> </td><td style="border-bottom: 1px solid black;"> </td></tr> <tr><td style="border-bottom: 1px solid black;"> </td><td style="border-bottom: 1px solid black;"> </td></tr> <tr><td style="border-bottom: 1px solid black;"> </td><td style="border-bottom: 1px solid black;"> </td></tr> </tbody> </table>	<u>Tên</u>	<u>Ngày sinh</u>						
<u>Names</u>	<u>Dates of Birth</u>																
<u>Tên</u>	<u>Ngày sinh</u>																

CHECK ALL THAT APPLY:

Plaintiff or Protected Person(s) is/are:

- spouse or former spouse of Defendant
- parent of a common child with Defendant
- current or former sexual or intimate partner with Defendant
- child of Plaintiff
- child of Defendant
- family member related by blood (consanguinity) to Defendant
- family member related by marriage or affinity to Defendant
- sibling (person who shares biological parenthood) of Defendant
- current or former cohabitant (person who lives with) Defendant

Defendant was served in accordance with Pa. R.C.P. 1930.4 and provided notice of the time, date and location of the hearing scheduled in this matter.

ĐÁNH DẤU VÀO TẤT CẢ CÁC Ô THÍCH HỢP

Nguyên Đơn hay (Những) Người Được Bảo Vệ là:

- người phối ngẫu hoặc người phối ngẫu trước của Bị Đơn
- cha/mẹ của người con chung với Bị Đơn
- bạn tình hay người yêu sống chung với Bị Đơn hiện tại hoặc trước đây
- con của Nguyên Đơn
- con của Bị Đơn
- người trong gia đình có liên hệ huyết thống với Bị Đơn
- người trong gia đình có liên hệ qua hôn nhân hoặc quan hệ thân thích theo họ nhà vợ (chồng) với Bị Đơn
- anh chị em (cùng cha mẹ) của Bị Đơn
- người cùng chung sống với Bị Đơn hiện tại hoặc trước đây

Bị Đơn đã được thông báo chiếu theo đạo luật Pa. R.C.P. (Các Quy Chế về Thủ Tục Tố Tụng Dân Sự của tiểu bang Pennsylvania) 1930.4 về ngày giờ và địa điểm dự định tổ chức buổi điều trần cho sự vụ này.

AND NOW, this ____ day of _____, 20__, the court having jurisdiction over the parties and the subject matter, it is ORDERED, ADJUDGED AND DECREED as follows:

Plaintiff's request for a final protection order is denied
OR
 Plaintiff's request for a final protection order is granted

1. Defendant shall not abuse, stalk, harass, threaten or attempt to use physical force that would reasonably be expected to cause bodily injury to Plaintiff or any other protected person in any place where they might be found.

2. Defendant is completely evicted and excluded from the residence at _____
(non-confidential address from which defendant is excluded)
or any other residence where Plaintiff or any other person protected under this order may live. Exclusive possession of the residence is granted to Plaintiff. Defendant shall have no right or privilege to enter or be present on the premises of Plaintiff or any other person protected under this order.

On _____,
(date and time)
Defendant may enter the residence to retrieve his/her clothing and other personal effects, provided that Defendant is in the company of a law enforcement officer or sheriff when such retrieval is made and

3. Except as provided in the paragraph addressing temporary custody set forth in this order, Defendant is prohibited from having ANY CONTACT with Plaintiff, either directly or indirectly, or any other person protected under this order at any location, including but not limited to any contact at Plaintiff's school, business, or place of employment. Defendant is specifically ordered to stay away from the following locations for the duration of this order:

4. Except as provided in the paragraph addressing temporary custody set forth in this order, Defendant shall not contact Plaintiff, or any other person protected under this order, by telephone or by any other means, including through third persons.

5. Temporary custody of the minor children, *(names and birthdates)*

shall be as follows: _____

THIS ORDER SUPERSEDES ANY PRIOR ORDER RELATING TO CUSTODY

VÀ HÔM NAY, ngày ____ tháng _____, 20__, tòa án có thẩm quyền đối với các bên và sự vụ này, RA LỆNH, PHÁN QUYẾT VÀ QUYẾT ĐỊNH như sau:

Đơn xin lệnh bảo vệ sau cùng của Nguyên Đơn bị từ chối
HOẶC
 Đơn xin lệnh bảo vệ sau cùng của Nguyên Đơn được chấp thuận

1. Bị Đơn không được hành hạ, đeo đuổi, quấy nhiễu, hăm dọa hoặc cố ý sử dụng vũ lực có thể dễ gây thương tích thân thể cho Nguyên Đơn hoặc người nào khác được bảo vệ tại mọi nơi có mặt.

2. Bị Đơn bị hoàn toàn trục xuất và không được lui tới nơi cư ngụ tại _____
(địa chỉ thông thường nơi Bị Đơn không được lui tới)
hoặc nơi cư ngụ khác nơi đó Nguyên Đơn hay người nào khác được lệnh này bảo vệ đang sinh sống. Trọn quyền sở hữu nơi cư ngụ được dành cho Nguyên Đơn. Bị Đơn không được quyền hoặc ưu quyền vào hay có mặt trong khu vực nhà của Nguyên Đơn hoặc mọi người nào khác được bảo vệ chiếu theo lệnh này.

Vào _____,
(ngày và giờ)
Bị Đơn có thể vào nơi cư ngụ để lấy quần áo và vật dụng cá nhân khác của mình với điều kiện là phải có một nhân viên công lực hoặc viên chức pháp lý nhân viên công lực đi theo lúc đó và

3. Ngoại trừ nói trong đoạn về việc giám hộ tạm thời ghi trong lệnh này, Bị Đơn bị cấm chỉ MỌI TIẾP XÚC với Nguyên Đơn hoặc trực tiếp hay gián tiếp, hay mọi người nào khác được bảo vệ chiếu theo lệnh này tại bất cứ nơi nào, bao gồm nhưng không giới hạn tới mọi cuộc tiếp xúc tại trường học, cơ sở kinh doanh hoặc nơi làm việc của Nguyên Đơn. Cụ thể là Bị Đơn không được phép lui tới các địa điểm sau đây trong thời gian lệnh này có hiệu lực:

4. Ngoại trừ nói trong đoạn về việc giám hộ tạm thời ghi trong lệnh này, Bị Đơn không được tiếp xúc với Nguyên Đơn, hoặc mọi người nào khác được che chở chiếu theo lệnh này, bằng điện thoại hay phương tiện nào khác, kể cả qua đệ tam nhân khác.

5. Giám hộ tạm thời trẻ vị thành niên, *(tên và ngày sanh)*

sẽ là như sau: _____

LỆNH NÀY HỦY BỎ MỌI LỆNH TRƯỚC LIÊN QUAN ĐẾN VIỆC GIÁM HỘ

CUSTODY PETITION IS PENDING AND SCHEDULED FOR _____
date and time

6. Defendant is prohibited from possessing, transferring or acquiring any firearms for the duration of this order.

Check all that apply:

Defendant shall relinquish to the sheriff all firearms and firearm licenses owned or possessed by Defendant.

Defendant is directed to relinquish to the sheriff any firearm, other weapon or ammunition listed in Petitioner's Attachment A, and any firearms license Defendant may possess.

Defendant may relinquish any firearms, other weapons or ammunition to the sheriff. As an alternative, Defendant may relinquish firearms, other weapons and ammunition to a third party provided Defendant and the third party first comply with all the requirements to obtain a safekeeping permit. Defendant must relinquish any firearm, other weapon, ammunition or firearms license ordered to relinquish no later than 24 hours after service of this order. Failure to timely relinquish any firearm, other weapon, ammunition or any other firearm license shall result in a violation of this order and may result in criminal conviction under the Uniform Firearms Act, 18 Pa. C.S.A. §6105.

7. Any firearm delivered to the sheriff or transferred to a licensed firearm dealer, or a qualified third party who satisfies the procedural and substantive requirements to obtain a safekeeping permit issued under 23 Pa C.S.A §6108.3 pursuant to this order or the temporary order shall be returned to Defendant upon expiration of this order or dismissal of a Petition for Protection From Abuse Order. The Defendant may take custody of the firearms, other weapons and ammunition provided that the Defendant is otherwise eligible to lawfully possess the relinquished items.

8. The following additional relief is granted as authorized by §6108 of the Act: _____

9. Defendant is directed to pay temporary support for:
[names of the persons for whom support is to be paid]

as follows: _____

(amount, frequency and other terms and conditions of the Support Order)

This order for support shall remain in effect until a final order is entered by this court. However, this order shall lapse automatically if Plaintiff does not file a complaint for support with the Domestic Relations Section of the court within two weeks of the date of this order. The amount of this temporary order does not necessarily reflect Defendant's correct support obligation, which shall be determined in accordance with the guidelines at the support hearing. Any adjustments in the final amount of support shall be credited, retroactive to this date, to the appropriate party.

10. (a) The costs of this action are imposed on Defendant OR

(b) Upon a showing of good cause or a finding that the Defendant is unable to pay, the costs of this action are waived.

ĐƠN XIN GIÁM HỘ ĐANG CHỜ GIẢI QUYẾT VÀ ĐƯỢC DỰ TRÙ CỨU XÉT VÀO _____
ngày và giờ

6. Bị Đơn bị cấm cất giữ, chuyển giao hoặc thù đắc mọi loại súng trong thời gian hiệu lực của lệnh này.

Đánh dấu vào tất cả các ô thích hợp:

Bị Đơn phải giao nộp cho giới chức pháp lý tất cả loại súng và giấy phép giữ súng do Bị Đơn làm chủ và cất giữ.

Bị Đơn được chỉ thị giao cho giới chức pháp lý mọi loại súng, vũ khí khác hoặc đạn ghi trong Phụ Bản A của Đơn, và mọi giấy tờ giữ súng mà Bị Đơn có thể cất giữ.

Bị Đơn phải trả lại cho giới chức pháp lý mọi loại súng, vũ khí khác hoặc đạn được. Như là một cách thay thế, Bị Đơn có thể giao súng, vũ khí khác và đạn được cho một đệ tam nhân với điều kiện là Bị Đơn và đệ tam nhân trước tiên phải tuân theo tất cả đòi hỏi để giấy phép giữ vũ khí tránh cho Bị Đơn sử dụng. Bị Đơn phải giao mọi loại súng, vũ khí khác, đạn được hay giấy phép giữ vũ khí được lệnh phải trao trả không trễ hơn 24 giờ sau khi nhận lệnh này. Kém khuyết trong việc giao trả đúng thời hạn mọi súng ống, vũ khí khác, đạn được hoặc mọi giấy phép giữ vũ khí khác sẽ bị coi là vi phạm lệnh này và có thể đưa đến kết quả Bị Đơn bị truy tố hình sự chiếu theo Đạo Luật Tồn Trữ Vũ Khí (Uniform Firearms Act), 18 Pa. C.S.A. §6105.

7. Mọi súng ống giao cho giới chức pháp lý hoặc chuyển nhượng cho người bán súng có môn bài, hay một đệ tam nhân đủ điều kiện theo đòi hỏi về thủ tục và cốt yếu để xin cấp giấy phép giữ vũ khí tránh cho Bị Đơn sử dụng chiếu theo điều 23 Pa C.S.A §6108.3 theo lệnh này hoặc lệnh tạm thời, phải được trả lại cho Bị Đơn sau khi mãn thời hạn của lệnh này hay khi hủy bỏ Đơn Xin Lệnh Bảo Vệ Khỏi Sự Hành Hạ. Bị Đơn có thể nắm giữ súng ống, vũ khí khác và đạn được với điều kiện là Bị Đơn bằng cách khác có đủ điều kiện để gìn giữ hợp pháp những món.

8. Điều ân giảm bổ túc sau đây được chấp thuận theo §6108 của Đạo Luật: _____

9. Bị Đơn được chỉ thị phải trả tiền cấp dưỡng tạm thời cho:
[tên của người cần nhận tiền cấp dưỡng]

như sau _____

(số tiền, thời hạn, điều khoản và điều kiện khác của Lệnh Cấp Dưỡng)

Lệnh cấp dưỡng này sẽ có hiệu lực cho đến khi có một lệnh sau cùng của tòa án. Tuy nhiên, lệnh này sẽ tự động vô hiệu nếu Nguyên Đơn không khiếu nại về tiền cấp dưỡng gửi đến Ban Liên Lạc Gia Đình (Domestic Relations Section) của tòa trong vòng hai tuần kể từ ngày của lệnh này. Số tiền của lệnh tạm này không nhất thiết phản ảnh trách vụ cấp dưỡng chính xác của Bị Đơn, tiền này được ấn định theo hướng dẫn tại cuộc điều trần cấp dưỡng. Mọi điều chỉnh về số tiền cấp dưỡng sau cùng sẽ được trả hồi tố cho bên thích hợp cho tới ngày này.

10. (a) Bị Đơn phải trả chi phí của vụ kiện này HOẶC

(b) Sau khi chứng minh được lý do chánh đáng hoặc nếu thấy rằng Bị Đơn không có khả năng để trả, chi phí của vụ kiện này sẽ được miễn trả.

(c) Because this order followed a contested proceeding, or a hearing at which the Defendant was not present, despite being served with a copy of the Petition for Protection from Abuse and notice of the date, time and place of the hearing, Defendant is ordered to pay an additional \$100 surcharge to the court, which shall be distributed in the manner set forth in 23 Pa. C.S.A §6106(d). The surcharge is payable to the Clerk of Family Court within sixty (60) days from the date of the Order.

11. Defendant shall pay \$_____ to Plaintiff by _____ as compensation for Plaintiff's out-of-pocket losses, which are as follows:
(date)

_____ An installment schedule may be ordered by the court: _____

OR

Plaintiff is granted leave to present a petition, with appropriate notice to Defendant, to

_____ (insert name of the Judge or court to which the petition should be presented) requesting recovery of out-of-pocket losses. The Petition shall include an exhibit itemizing all claimed out-of-pocket losses, copies of all bills and estimates of repair, and an order scheduling a hearing. No fee shall be required by the prothonotary's office for the filing of this petition.

12. THIS ORDER SUPERSEDES ANY PRIOR PROTECTION FROM ABUSE ORDER.

13. All provisions of this order shall expire in _____ (days or months)

On _____ (date)

Or in three years on _____ (date)

(c) Vì lệnh này tiếp nối một thủ tục tranh chấp, hoặc một cuộc điều trần mà Bị Đơn vắng mặt, mặc dù đã có gởi đến một bản sao của Đơn Xin Bảo Vệ Khỏi Sự Hành Hạ và thông báo về ngày, giờ và địa điểm của cuộc điều trần, Bị Đơn được lệnh phải trả một phụ phí cho tòa là \$100, tiền này phải được cấp theo cách ghi trong điều 23 Pa. C.S.A §6106(d). Phụ phí này phải được trả cho Lục Sự Tòa Án Gia Đình trong vòng sáu mươi (60) ngày kể từ ngày có Lệnh này.

11. Bị Đơn phải trả \$_____ cho Nguyên Đơn, thời hạn chót là _____ đền bù các thiệt hại mà Nguyên Đơn phải tự bỏ chi phí khắc phục như sau:
(ngày)

_____ Một thời hạn trả góp có thể do Tòa ra lệnh: _____

HOẶC

Nguyên Đơn được cho phép xuất trình một đơn xin, với thông báo thích hợp cho Bị Đơn, gởi đến

_____ (ghi tên của Thẩm Phán hoặc Tòa nơi đơn xin được xuất trình) để xin thu lại các thiệt hại mà Nguyên Đơn phải tự bỏ chi phí khắc phục. Đơn Xin phải gồm có một phụ bản liệt kê chi tiết từng khoản thiệt hại mà Nguyên Đơn phải tự bỏ chi phí khắc phục và muốn đòi lại, bản sao tất cả biên nhận và ước lượng sửa chữa, và lệnh dự trù cho cuộc điều trần. Không phải trả chi phí chứng nhận của phòng lục sự tòa để nộp đơn này.

12. LỆNH NÀY HỦY BỎ MỌI LỆNH BẢO VỆ TRƯỚC VỀ VIỆC HÀNH HẠ.

13. Tất cả điều khoản của lệnh này sẽ hết hạn sau _____ (ngày hay tháng)

vào _____ (ngày)

hoặc trong ba năm nữa vào _____ (ngày)

NOTICE TO THE DEFENDANT

VIOLATION OF THIS ORDER MAY RESULT IN YOUR ARREST ON THE CHARGE OF INDIRECT CRIMINAL CONTEMPT WHICH IS PUNISHABLE BY A FINE OF UP TO \$1000 AND/OR A JAIL SENTENCE OF UP TO SIX MONTHS. 23 Pa C.S.A. § 6114. CONSENT OF PLAINTIFF TO DEFENDANT'S RETURN TO THE RESIDENCE SHALL NOT INVALIDATE THIS ORDER WHICH CAN ONLY BE CHANGED OR MODIFIED THROUGH THE FILING OF APPROPRIATE COURT PAPERS FOR THAT PURPOSE. 23 Pa C.S.A. § 6113.

VIOLATION MAY ALSO SUBJECT YOU TO PROSECUTION AND CRIMINAL PENALTIES UNDER THE PENNSYLVANIA CRIMES CODE. A VIOLATION OF THIS ORDER MAY RESULT IN THE REVOCATION OF THE SAFEKEEPING PERMIT, WHICH WILL REQUIRE THE IMMEDIATE RELINQUISHMENT OF YOUR FIREARMS, OTHER WEAPONS AND AMMUNITION TO THE SHERIFF.

THIS ORDER IS ENFORCEABLE IN ALL FIFTY (50) STATES, THE DISTRICT OF COLUMBIA, TRIBAL LANDS, U.S. TERRITORIES AND THE COMMONWEALTH OF PUERTO RICO UNDER THE VIOLENCE AGAINST WOMEN ACT, 18 U.S.C. §2265. IF YOU TRAVEL OUTSIDE OF THE STATE AND INTENTIONALLY VIOLATE THIS ORDER YOU MAY BE SUBJECT TO FEDERAL CRIMINAL PROCEEDINGS UNDER THAT ACT 18 U.S.C §§2261-2262. IF YOU POSSESS A FIREARM OR ANY AMMUNITION WHILE THIS ORDER IS IN EFFECT, YOU MAY BE CHARGED WITH A FEDERAL OFFENSE EVEN IF THIS PENNSYLVANIA ORDER DOES NOT EXPRESSLY PROHIBIT YOU FROM POSSESSING FIREARMS OR AMMUNITION. 18 U.S.C. §922 (g)(8).

THÔNG BÁO CHO BỊ ĐƠN

NẾU VI PHẠM LUẬT NÀY, NGƯỜI VI PHẠM CÓ THỂ BỊ BẮT VÈ TỘI GIÁN TIẾP KHINH KHI TÒA, LÀ TỘI CÓ THỂ BỊ PHẠT VẠ ĐẾN \$1000 VÀ/HAY PHẠT TÙ ĐẾN SÁU THÁNG. ĐIỀU 23 PA C.S.A. §6114. VIỆC NGUYÊN ĐƠN ĐỒNG Ý CHO BỊ ĐƠN TRỞ VỀ NHÀ SẼ KHÔNG LÀM VÔ HIỆU HÓA LỆNH NÀY. LỆNH CHỈ CÓ THỂ ĐƯỢC THAY THẾ HOẶC SỬA ĐỔI QUA VIỆC ĐỀ NẠP CHO TÒA ÁN GIẤY TỜ THÍCH HỢP ĐỂ XIN CHO BỊ ĐƠN TRỞ VỀ NHÀ. ĐIỀU 23 PA C.S.A. §6113.

NGƯỜI VI PHẠM CŨNG CÓ THỂ BỊ TRUY TỐ VÀ BỊ PHẠT HÌNH SỰ CHIẾU THEO BỘ LUẬT HÌNH SỰ CỦA PENNSYLVANIA. NẾU VI PHẠM LỆNH NÀY, NGƯỜI VI PHẠM CÓ THỂ BỊ THU HỒI GIẤY PHÉP GIỮ AN TOÀN VÕ KHÍ, PHÉP NÀY ĐÒI HỎI PHẢI GIAO NỘP NGAY SÚNG ỚNG, VÕ KHÍ KHÁC VÀ ĐẠN DƯỢC CHO VIÊN CHỨC PHÁP LÝ.

LỆNH NÀY CÓ HIỆU LỰC TRÊN TẤT CẢ NĂM MƯƠI (50) TIÊU BANG, ĐẶC KHU COLUMBIA, CÁC VÙNG ĐẤT THUỘC BỘ LẠC, LÃNH THỔ HOA KỶ VÀ KHỐI CỘNG ĐỒNG PUERTO RICO, THỂ THEO ĐẠO LUẬT VỀ BẠO LỰC ĐỐI VỚI PHỤ NỮ (VIOLENCE AGAINST WOMEN ACT), ĐIỀU 18 U.S.C. §2265. NẾU ĐI RA KHỎI TIÊU BANG VÀ CÓ Ý VI PHẠM LỆNH NÀY, ĐƯƠNG SỰ CÓ THỂ BỊ CÁO BUỘC THEO THỦ TỤC HÌNH SỰ LIÊN BANG THEO ĐẠO LUẬT ĐÓ, ĐIỀU 18 U.S.C §§2261-2262. NẾU CÁT GIỮ SÚNG ỚNG HOẶC ĐẠN DƯỢC TRONG KHI LỆNH NÀY CÓ HIỆU LỰC, CÓ THỂ BỊ CÁO BUỘC VI PHẠM LUẬT LIÊN BANG, NGAY CẢ KHI LỆNH CỦA PENNSYLVANIA NÀY KHÔNG MINH THỊ CÁT GIỮ SÚNG HAY ĐẠN DƯỢC. 18 U.S.C. §922 (G)(8).

NOTICE TO SHERIFF, POLICE AND LAW ENFORCEMENT OFFICIALS

The police and sheriff who have jurisdiction over Plaintiff's residence OR any location where a violation of this order occurs OR where Defendant may be located, shall enforce this order. The court shall have jurisdiction over any indirect criminal contempt proceeding, either in the county where the violation occurred or where this protective order was entered. An Arrest for violation of paragraphs 1 through 7 of this order may be without warrant, based solely on probable cause, whether or not the violation is committed in the presence of the police or any sheriff. 23 Pa. C.S.A. §6113.

Subsequent to an arrest, and without the necessity of a warrant, the police officer or sheriff shall seize all firearms, other weapons and ammunition in Defendant's possession that were used or threatened to be used during the violation of the protection order or during prior incidents of abuse.

The _____
(insert the appropriate name or title)

shall maintain possession of the firearms, other weapons or ammunition until further order of the court.

When Defendant is placed under arrest for violation of the order, Defendant shall be taken to the appropriate authority or authorities before whom Defendant is to be arraigned. A "Complaint for Indirect Criminal Contempt" shall then be completed and signed by the police officer, sheriff OR Plaintiff. Plaintiff's presence and signature are not required to file this complaint.

If sufficient grounds for violation of this order are alleged, Defendant shall be arraigned, bond set, if appropriate and both parties given notice of the date of hearing.

THÔNG BÁO CHO GIỚI CHỨC PHÁP LÝ, VIÊN CHỨC CẢNH SÁT HOẶC NHÂN VIÊN CÔNG LỰC

Cảnh sát và giới chức pháp lý có thẩm quyền pháp lý đối với nơi cư ngụ của Nguyên Đơn HOẶC mọi nơi nào xảy ra một vi phạm của lệnh này HOẶC nơi Bị Đơn có thể đang có mặt, phải thi hành lệnh này. Tòa sẽ có thẩm quyền pháp lý về mọi hành động gián tiếp khinh khi tòa, dù ở trong quận nơi xảy ra sự vi phạm hoặc nơi nào phát xuất lệnh bảo vệ này. Việc bắt giữ vì vi phạm các đoạn 1 đến 7 của lời hứa này có thể không cần có lệnh, căn cứ duy nhất vào lý do có thể có, dù việc vi phạm xảy ra trước mặt cảnh sát hoặc mọi giới chức pháp lý nào hay không. 23 Pa. C.S.A. §6113.

Sau khi bắt giữ, và không cần có trát lệnh, nhân viên cảnh sát hoặc viên chức pháp lý sẽ tịch thu súng ống, vũ khí khác và đạn dược do Bị Đơn cất giữ đã được sử dụng hoặc h dọa sử dụng trong lúc vi phạm lệnh bảo vệ hay trong các sự hành hạ về trước.

Người _____

(ghi vào tên hoặc chức vụ thích hợp)

sẽ cất giữ súng ống, vũ khí khác hoặc đạn dược cho đến khi có lệnh sau này của tòa.

Khi bị bắt giữ vì vi phạm lệnh này, Bị Đơn sẽ được giao cho chức quyền thích hợp, nơi đây sẽ cho Bị Đơn biết về sự cáo buộc. Mẫu "Khiếu Nại về Gián Tiếp Khinh Khi Tòa" sau đó sẽ được điền vào và có chữ ký của nhân viên cảnh sát, viên chức pháp lý HOẶC Nguyên Đơn. Sự hiện diện và chữ ký của Nguyên Đơn không cần thiết để làm đơn khiếu nại này.

Nếu có đủ bằng chứng viện dẫn về vi phạm lệnh này, Bị Đơn sẽ được cho biết về sự cáo buộc, đóng tiền tại ngoại nếu thích hợp và cả hai bên đều được thông báo về ngày điều trần.

BY THE COURT/ TẠI TÒA:

Judge / Thẩm Phán

Date / Ngày

If entered pursuant to the consent of plaintiff and defendant/

Nếu được ghi vào thể theo sự đồng ý của Nguyên Đơn và Bị Đơn:

(Plaintiff's signature/ Chữ ký của Nguyên Đơn)

(Defendant's Signature/ Chữ ký của Bị Đơn)

(Attorney for the Plaintiff/Luật sư bên Nguyên Đơn)
Signature/ ký tên

(Attorney for the Defendant/ Luật sư bên Bị Đơn)
Signature/ ký tên

Nicholas A. Cipriani Family Law American Inn of Court

“Working with Interpreters” Presentation - November 4, 2009

Handouts:

1. "Five Tips for Using Telephone Interpreters" (1 pg)
2. "10 Easy Steps to Better Interpreted Interviews" (1 pg)
3. "Working with Interpreters Tip Sheet (1 pg)
4. “Selected Pennsylvania Rules of Professional Conduct and Law on Attorney-Client Privilege” (3 pg)
5. Summary of Act 172, "Court Interpreters" (1 pg)
6. Language Access Contracts Piggyback Provision Information Sheet (3 pgs)

Documents available on Inn of Court website:

1. Act 172 of 2006 (42 Pa.C.S. 4401 et seq.) Court Interpreters
2. 2 Pa.C.S.A. §§561-568 (Administrative Proceeding Interpreters for Persons with Limited English Proficiency) and §§581-588 (Administrative Proceeding Interpreters for Persons Who Are Deaf)
3. "What Court Interpreters Would Tell Judges if They Could Speak from Their Hearts" from "Court Interpretation: Model Guides for Policy and Practice in State Courts"
4. National Association of Judiciary Interpreters and Translators (NAJIT) position paper on Direct Speech in Legal Settings
5. Settlement Agreement between Department of Justice and Gregg Tirone, Esquire regarding the failure of an attorney to have an interpreter for meetings with his Deaf client
6. Final Protection from Abuse Order translated into Spanish, Russian, Chinese (Mandarin) Vietnamese and Cambodian
7. All documents presented as handouts
8. A copy of this document

Helpful Links

1. List of Certified Interpreters for all languages in Pennsylvania Courts:
<http://www.pacourts.us/T/AOPC/CourtInterpreterProg/InterpreterRoster.htm>

2. Pennsylvania Code of Ethics and Professional Responsibility for Judiciary Interpreters
<http://www.pacourts.us/T/AOPC/CourtInterpreterProg/EthicsCode.htm>
3. Nationalities Service Center website: <http://www.nationalitiesservice.org/>
NSC is a non-profit organization that may be able to provide translation and interpretation services.
4. Model Voir Dire for Qualifying a Non-Certified Foreign Language Interpreter
<http://www.dli.state.pa.us/landi/cwp/view.asp?a=185&q=247663>
5. Model Voir Dire for Qualifying a Non-Certified Sign Language Interpreter or Transliterater
<http://www.dli.state.pa.us/landi/cwp/view.asp?a=185&q=247656>
6. Presiding Officer Checklist
<http://www.dli.state.pa.us/landi/CWP/view.asp?a=185&Q=247684>

(N.B. If you are going to search of items 4, 5, or 6 on the Pa Dept of Labor and Industry website, use the Search feature in the upper right hand corner, not the Search Keyword function in the left column)

For more information about the use of interpreters, please feel free to contact

Beth Shapiro, Esquire
Language Access Project
Community Legal Services, Inc.
3638 North Broad St.
Philadelphia, PA 19140
215-227-2400 ext 2432 (tel)
215-227-6486 (fax)
BShapiro@clsphila.org

Deborah L. Culhane, Esquire
Co-Chair of Bar Association's Court Language Access Task Force
Women Against Abuse, Inc.
100 South Broad Street, 5th Floor
Philadelphia, PA 19110
215-686-7082 (tel)
215-686-7041 (fax)
dculhane@womenagainstabuse.org

**SELECTED RULES
PENNSYLVANIA RULES OF PROFESSIONAL CONDUCT
AND LAW ON ATTORNEY-CLIENT PRIVILEGE**

Rule 1.3 Diligence

A lawyer shall act with reasonable diligence and promptness in representing a client.

Rule 1.4 Communication

(a) A lawyer shall:

(1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule 1.0(e), is required by these Rules;

(2) reasonably consult with the client about the means by which the client's objectives are to be accomplished;

(3) keep the client reasonably informed about the status of the matter;

(4) promptly comply with reasonable requests for information; and

(5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows that the client expects assistance not permitted by the Rules of Professional Conduct or other law.

(b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

(c) [omitted]

Rule 1.6 Confidentiality of Information

(a) A lawyer shall not reveal information relating to representation of a client unless the client gives informed consent, except for disclosures that are impliedly authorized in order to carry out the representation, and except as stated in paragraphs (b) and (c).

(b) A lawyer shall reveal such information if necessary to comply with the duties stated in Rule 3.3.

(c) A lawyer may reveal such information to the extent that the lawyer reasonably believes necessary:

(1) to prevent reasonably certain death or substantial bodily harm;

(2) to prevent the client from committing a criminal act that the lawyer believes is likely to result in substantial injury to the financial interests or property of another;

(3) to prevent, mitigate or rectify the consequences of a client's criminal or fraudulent act in the commission of which the lawyer's services are being or had been used; or

(4) to establish a claim or defense on behalf of the lawyer in a controversy between the lawyer and the client, to establish a defense to a criminal charge or civil claim or disciplinary proceeding against the lawyer based upon conduct in which the client was involved, or to respond to allegations in any proceeding concerning the lawyer's representation of the client; or

(5) to secure legal advice about the lawyer's compliance with these Rules; or

(6) to effectuate the sale of a law practice consistent with Rule 1.17.

(d) The duty not to reveal information relating to representation of a client continues after the client-lawyer relationship has terminated.

Rule 5.3 Responsibilities Regarding Nonlawyer Assistants

With respect to a nonlawyer employed or retained by or associated with a lawyer:

(a) a partner and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that the person's conduct is compatible with the professional obligations of the lawyer.

(b) a lawyer having direct supervisory authority over the nonlawyer shall make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer; and

(c) a lawyer shall be responsible for conduct of such a person that would be a violation of the Rules of Professional Conduct if engaged in by a lawyer if:

(1) the lawyer orders or, with the knowledge of the specific conduct, ratifies the conduct involved; or

(2) the lawyer is a partner or has comparable managerial authority in the law firm in which the person is employed, or has direct supervisory authority over the person, and in either case knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

Attorney-Client Privilege¹

Confidential communications between an attorney and client are privileged from disclosure on the witness stand.

Generally, an attorney may not testify as to a client's confidential communications. The policy also applies when the disclosure is sought from the client.

The attorney-client privilege applies only if:

- (1) the asserted holder of the privilege is or sought to become a client;
- (2) the person to whom the communication was made
 - (a) is a member of the bar of a court, or the member's subordinate and
 - (b) in connection with this communication is acting as a lawyer;
- (3) the communication relates to a fact of which the attorney was informed
 - (a) by the client
 - (b) without the presence of strangers
 - (c) for the purpose of securing primarily either
 - (i) an opinion on law or
 - (ii) legal services or
 - (iii) assistance in some legal proceeding, and not
 - (d) for the purpose of committing a crime or tort; and
- (4) the privilege has been
 - (a) claimed and
 - (b) not waived by the client.

There are exceptions to the general rule, as where a third person is present, where the pertinent facts are observed or learned other than by communication.

¹ Excerpted from PLE 2d Witnesses § 100.

FIVE TIPS FOR USING TELEPHONE INTERPRETERS

- 1. Orient the interpreter, especially if there will be a significant discussion.**
 - Who are you and what is the purpose of the discussion?
 - What is the client's name and does the client know who you are?
 - Is the client on the phone, present with a speaker or dual handset phone, or do you need the interpreter to conference call the client?
- 2. Be brief.** Organize yourself before the interpreter is on the line so you can have a focused discussion. You're being charged by the minute! Consider an in-person interpreter instead if the call may exceed 30 minutes.
- 3. Use your training on how to work with an interpreter.**
 - Use clear, direct speech.
 - Pause after each sentence to allow for complete consecutive interpreting. Instruct the client to pause for the interpreter as well because clients are likely to speak too long for the interpreter to retain all the meaning.
- 4. Supervise the interpreter during the session.** The quality and training of typical phone interpreters varies widely. Although some amount of training can be expected with any paid phone interpreter, you are likely to encounter sloppy technique and inadequate language skills on some occasions.
 - Feel free to instruct the interpreter to avoid indirect language or side bar conversations.
 - It is appropriate to interrupt exchanges between the client and the interpreter that are proceeding without your input.
 - If things are really bad, record the interpreter ID number and make a complaint in accordance with your program's protocols.
- 5. Test the other party's understanding indirectly.** LEP callers may be unaccustomed to interpreters and surprisingly deferential to you.
 - Be sure to ask if the client has any questions or has anything else to say.
 - Ask some open ended questions or use restatements which probe the accuracy of the client's understanding of what you said as well as the interpreter's rendition of the client's statements. For example, "Let me describe the problem and please tell me if I have it right." "Please explain what steps you will take next."
 - Avoid overly direct or leading questions like: "Do you understand?"

Prepared by the Language Access Project (revised May 2009)



COMMUNITY LEGAL SERVICES
OF PHILADELPHIA

Working with Interpreters Tip Sheet

Instructions to Give to Interpreters

1. Interpret everything that is said.
 - ◆ Use the first (“I”) and second (“you”) person.
 - ◆ Use the same grammatical construction as the speaker.
 - ◆ Do not omit, edit, or polish what was said.
2. Interpret the meaning as accurately as possible.
3. Do not have side conversations with the LEP person.
4. Never answer for the LEP person
5. You may ask speakers to do any of the following:
 - ◆ Pause
 - ◆ Repeat
 - ◆ Slow down
6. If needed, ask for clarification or a break

Instructions to Give to Clients

1. Explain the role of the interpreter: to be a conduit ONLY.
2. Speak slowly and speak only one or two sentences at a time.
3. Be patient — the interpreter may ask you to slow down or repeat what you just said.
4. Explain words or concepts upon the interpreter’s request.
5. Allow the interpreter to finish interpreting before speaking.
6. Do not ask the interpreters any questions or have any side

When You Work with Interpreters

1. Schedule additional time for any meeting.
2. Walk through the instructions above with the interpreter.
3. Pay attention to positioning.
4. During the interpretation:
 - ◆ Maintain eye contact with the LEP person.
 - ◆ Use first person (“I”).
 - ◆ Speak slowly and clearly and pause.
 - ◆ Speak one sentence at a time.
 - ◆ Allow the interpreter to finish interpreting before speaking.
 - ◆ Explain words or concepts upon interpreter’s request.
 - ◆ Be aware of cultural differences.
5. Always maintain control.
 - ◆ As for full interpretation of side conversations.
 - ◆ Do not allow the interpreter to answer for the LEP person.
 - ◆ Inquire about interpretation that is no longer or shorter than expected.
6. Debrief with the interpreter at the end to address issues or concerns.
 - ◆ Discuss any questions or concerns that emerged during the session.
 - ◆ Invite suggestions from the interpreter on how you can work better with interpreters.
 - ◆ Brainstorm solutions to employ the next time.



Court Interpretation:

Model Guides for Policy and Practice in the State Courts

by

William E. Hewitt

Project Staff:

William E. Hewitt

Project Director

R. Shedina Lockley

Administrative Secretary

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WHAT COURT INTERPRETERS WOULD TELL JUDGES IF THEY COULD SPEAK FROM THEIR HEARTS

The following document has been made available to the court community and the NCSC by the Court Interpreting, Legal Translating and Bilingual Services Section of the Administrative Office of the New Jersey Courts in September 1988. It has undergone several revisions since that time. The most recent revisions were contributed by Margot Revera, Court Interpreter, Union County, New Jersey (Feb. 1993) and by staff of the National Center for State Courts, for use in this publication.

1. Please take some time to become familiar with my profession. I'd like very much for you to understand the professional services I am responsible for rendering. When you do that, you will be more likely to respect and treat me as a professional. It may be a helpful guide if you would treat me the way you tend to treat your reporter.

Once you understand my job better, here are some things you will no longer do. Please understand that this isn't just me talking. The following examples represent the best thinking of judges, lawyers and court administrators who have pondered the role of the interpreter in great depth. These examples are based on the Code of Professional Responsibility I'm expected to follow.

- A. Please don't ask me to explain or restate what you say. I can only put in another language exactly what you say.
- B. Please don't allow attorneys appearing before you to ask me to explain or restate what they or you say. When I decline to perform this task for them, please support me and do not expect me to undermine the Code.
- C. Please don't let two or more people talk at the same time. There's no way I can interpret everything that's being said!
- D. Please don't ask me not to interpret something. I'm professionally and ethically bound to interpret everything that's said.
- E. Please understand that there are many situations in which I'm professionally and ethically bound to interpret in the simultaneous mode. If this bothers you, please let me know in advance so I can make arrangements to be as unobtrusive as possible. Sometimes I can use equipment that will not interfere at all with the proceedings.
- F. When an attorney or someone else alleges that I have made an error in interpretation, please don't automatically assume that I have made one. Remember that the attorney is in an adversary relationship and I am not. I occasionally do make mistakes and as a professional interpreter, I will be the first person to admit a mistake. But please ask me if I agree with an attorney's allegation before concluding that I have actually made a mistake. As a neutral party and a linguist, I should have more credibility before the court than others in matters of language.

- G. Please don't talk to me when you are really talking to a witness or someone else. If you say, "Ask him if..." or "Tell him that....," remember that I am required to say exactly that in the interpretation or to remind you to talk directly to the person. If I do the former, the person with whom you are attempting to communicate will almost certainly be confused. If I do the latter, you may get upset.
2. It takes more words to say in Spanish what you're saying in English, and other languages have their own unique features. Please be sensitive to that by avoiding rapid-fire delivery of what to you is very routine stuff and helping attorneys avoid excessively fast speech. Be patient and understanding if I have to keep reminding you or others to slow down.
 3. I need breaks every bit as much as your reporters do, maybe even more. I am often the only person in the courtroom who is talking all of the time. While everyone else is only having to understand what is being said, I have to be both understanding it and putting it into another language. This is very demanding work.

Furthermore, if the proceeding I am interpreting involves simultaneous interpreting for more than an hour, two interpreters should be assigned to the case. We should be able to switch off every thirty minutes or so.

4. Understand the human limits of my job. My main interest here is that you comprehend the fact that no person knows all of the words in any one language, much less all of the words of all the dialects of that language or all of the words of any two languages. Sometimes I need to obtain clarification. It is unethical for me to make up an interpretation or guess at an interpretation of something I do not understand. Instead of viewing such a request as casting doubt upon my professional credentials, consider viewing it in terms of my commitment to accuracy.
5. Many of my colleagues are not professional interpreters and want very much to improve their interpreting skills. They need support for attending courses and professional seminars. Please do everything you can to enable them to attend educational events. You may even be a good source for on-the-job training, so do not hesitate to take them under your wing from time to time.
6. Please make efficient use of my services. I have other commitments to attend to when I finish interpreting for the case before you for which you have summoned me. If you take my case as quickly as possible you will prevent incurring the extra costs of having me wait and inconveniencing the other courts that may be waiting for my services.

SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
GREGG TIRONE, ESQ.

DEPARTMENT OF JUSTICE COMPLAINT NUMBER 202-53-20

PARTIES:

1. The parties to this agreement are the United States of America and Gregg Tirone, Esq.
2. Gregg Tirone is an attorney licensed to practice law in the state of New York, with a concentration in family law, including divorce, custody, and domestic violence.

BACKGROUND:

3. This matter was initiated by a complaint filed by Kathleen Culhane Rozanski received by the United States Department of Justice ("the Department"), in February of 2002, against attorney Gregg Tirone, of Rochester, New York. The complaint was investigated by the Department under the authority granted by section 308 (b) of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. § 12188.
4. The Complainant, Kathleen Culhane Rozanski, has a hearing disability and uses sign language and lip reading as her principal means of communicating.

ALLEGATIONS:

5. Mr. Tirone represented Ms. Rozanski in her divorce. The divorce involved allegations of domestic violence, as well as matters of child custody, visitation, and issues relating to a restraining order.
6. It is alleged that Mr. Tirone failed to provide a qualified sign language interpreter during several meetings with his client.
7. When meeting with Ms. Rozanski in court, Mr. Tirone used the services of the court's interpreter. The Court's interpreter was provided by the Court at the Court's expense.
8. At other times, in the absence of a qualified sign language interpreter, Mr. Tirone communicated with Ms. Rozanski by pen and paper, fax, lipreading, and by use of the National Relay Service when communicating by phone. It is alleged that use of these alternatives took longer than would have occurred had a qualified sign language interpreter been used, resulting in higher costs to Ms. Rozanski. In addition, Ms. Rozanski alleges that due to the absence of a qualified sign language interpreter, she did not understand all that was conveyed. Mr. Tirone asserts that he represented Ms. Rozanski adequately and professionally, and that he effectively communicated with her. He further asserts that he believes that Ms. Rozanski understood him at all times.

JURISDICTION / DISCUSSION OF APPLICABLE LAW:

9. Title III of the ADA and its implementing regulation prohibit discrimination on the basis of disability by places of public accommodation. 42 U.S.C. § 12182 ; 28 C.F.R. § 36.201.

10. Section 36.303 of the ADA regulation provides that a public accommodation:

(S)hall take those steps that may be necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the public accommodation can demonstrate that taking those steps would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations being offered or would result in an undue burden, i.e., significant difficulty or expense.
§ 36.303(a).

11. Attorneys are considered a public accommodation and must provide sign language interpreters when necessary to provide effective communication, which is the case when the client uses sign language as his or her primary means of communication. The commentary to the title III regulation points out:

It is not difficult to imagine a wide range of communications involving areas such as health, *legal matters*, and finances that would be sufficiently lengthy or complex to *require* an interpreter for effective communication (emphasis added).
Commentary to § 36.303

12. The public accommodation must:

(F)urnish appropriate auxiliary aids and services where necessary to ensure effective communication with individuals with disabilities.
§ 36.303(4)(c).

13. Auxiliary aids and services include but are not limited to “qualified interpreters”. § 36.303(b)(1).

14. A “qualified interpreter” is one who:

(I)s able to interpret effectively, accurately and *impartially* both receptively and expressively, *using any necessary specialized vocabulary*. (Emphasis added). §36.104

15. There are several different sign language systems used by persons who use sign language. (The most common systems of sign language are American Sign Language and signed English.) Individuals who use a particular system may not communicate effectively through an interpreter who uses another system. When an interpreter is required, the public accommodation should provide a qualified interpreter, that is, an interpreter who is able to sign to the individual who is deaf what is being said by the hearing person and who can voice to the hearing person what is being signed by the individual who is deaf. This communication must be conveyed effectively, accurately, and impartially, through the use of any necessary specialized vocabulary.

16. Signing and interpreting are not the same thing. Being able to sign does not mean that a person can process spoken communication into the proper signs, nor does it mean that he or she possesses the proper skills to observe someone signing and change their signed or fingerspelled communication into spoken words. The interpreter must be able to interpret both receptively and expressively.

17. Family members, friends, and close associates are not qualified interpreters in most cases, and generally should not be used to interpret. The commentary to the Title III regulation makes clear:

...(P)ublic accommodations have at times asked persons who are deaf to provide family members or friends to interpret. In certain circumstances, notwithstanding that the family member or friend

is able to interpret or is a certified interpreter, *the family member or friend may not be qualified to render the necessary interpretation because of factors such as emotional or personal involvement or considerations of confidentiality that may adversely affect the ability to interpret "effectively, accurately, and impartially."* (Emphasis added). Commentary to §36.303.

18. Mr. Tirone acknowledges that as an attorney in private practice, he is covered by Title III of the ADA as a place of public accommodation and is obligated to ensure effective communication with Ms. Rozanski. Mr. Tirone does not deny that Ms. Rozanski is an individual with a disability and as such, is protected from discrimination under the ADA. See 42 U.S.C. §§ 12182(b)(1)(b)(2)(a). He asserts that he effectively communicated with Ms. Rozanski at all times.

FINDINGS:

19. Use of a family member as a sign language interpreter in a matter involving domestic violence was inappropriate. Because of her relationship as Ms. Rozanski's sister, the nature of the communications, and because of her emotional and personal involvement with her sister, she was not qualified to serve as an interpreter in this matter. In addition Ms. Rozanski's sister was not a qualified sign language interpreter, as she has a hearing disability as well, and uses a different sign language than her sister, (signed English), and lipreads. Born with a hearing loss, she has moderate to severe hearing loss in her left ear and severe to profound loss in her right ear. Her doctors have indicated that "with hearing loss of this degree and nature, (she) can be expected to have communication difficulties in all listening situations, especially when competing background noise is present and when speakers are at a distance or not facing her." She also has had no specialized training in interpreting legal terms.

20. The Department of Justice has investigated the allegation that Mr. Tirone failed to provide Ms. Rozanski with effective communication and finds the allegation meritorious. Mr. Tirone acknowledges a single violation of the ADA and agrees to the terms set forth below as a resolution of the investigation. In exchange, the United States agrees to terminate its investigation of this matter, without resorting to litigation.

REMEDIAL ACTION:

21. Mr. Tirone agrees that it is his obligation to ensure effective communication with his clients who have hearing disabilities, and that he cannot charge them for the cost of the interpreter services or charge any other surcharge to recover this cost. He agrees to post the following statement in the local paper once a month for 2 months, or in the Bar Association's newsletter or the local Daily Record once a month for 2 months:

"The law office of Gregg Tirone welcomes clients with disabilities, particularly clients with hearing disabilities. Our firm is in compliance with the Americans with Disabilities Act, and will provide interpreter services when requested to do so. To ensure effective communication, when a client requires a sign language interpreter, this firm will provide a qualified sign language interpreter. The client shall not be charged for the cost of this service. The interpreter will be qualified to interpret legal terms.

He also agrees to post this statement prominently in his office, in a place clearly visible to the public, for the term of this Agreement.

22. Mr. Tirone agrees to compensate Kathleen Culhane Rozanski \$2200, and agrees to forego any money due him from Ms. Rozanski.

23. Mr. Tirone shall mail the check by certified mail, return receipt requested, by March 20th, 2004. A copy of the check and the transmittal letter shall be sent to counsel for the government.

24. Under section 308(b)(1)(B) of the ADA, 42 U.S.C. § 12188(b)(1)(B), the Attorney General is authorized to bring a civil action under title III in any situation where a pattern or practice of discrimination is believed to

exist or where a matter of general public importance is raised. In consideration of the Agreement as set forth above, the Attorney General agrees to terminate its investigation of this matter. The United States also agrees not to file a civil lawsuit in this matter except pursuant to paragraph 25 below.

25. The Department may review compliance with this Agreement at any time. If the Department believes that this Agreement or any provision thereof has been violated, it may institute a civil action in the Federal District Court for New York, or any other appropriate Federal district court, of the possible violation and provide Mr. Tirone a period of twenty (20) days in which he shall have the opportunity to cure the first alleged violation. The Attorney General is authorized to seek civil penalties pursuant to 42 U.S.C. § 12188(b)(2)(C). For any subsequent alleged violations of this Agreement, the Department may institute a civil action against Gregg Tirone without any waiting period for him to cure the alleged violation.

26. This Agreement is a public document. A copy of this Agreement or any information contained herein may be made available to any person. The Department shall provide a copy of this Agreement to any person upon request.

27. This Agreement shall become effective as of the date of the last signature below, and shall terminate three years from its effective date.

28. This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement shall be enforceable. This Agreement is limited to the allegations set forth herein, and it does not purport to remedy any other potential violations of the ADA or any other Federal, State or local law. This Agreement does not affect Mr. Tirone's continuing responsibility to comply with all aspects of the ADA.

29. Failure by any Party to enforce this entire Settlement Agreement or any provision thereof with regard to any deadline or any other provision contained herein shall not be construed as a waiver of such Party's right to do so with regard to that or any other provision of the Agreement.

30. A signer of this document, in a representative capacity for a partnership, corporation, or other entity, including a governmental agency, represents that he or she is authorized to bind such partnership, corporation, or other entity or agency to the terms of this Agreement.

For the United States:

R. Alexander Acosta
Assistant Attorney General for Civil
Rights

By: _____
JOHN L. WODATCH, Chief
RENEE M. WOHLNHAUS, Deputy
Chief
MARC DUBIN, Senior Trial Attorney
Disability Rights Section
Civil Rights Division
U.S. Department of Justice
P.O. Box 66738
Washington, DC 20035-6738

Date 1/5/04

For Greg Tirone, Esq.:

By: _____

Date 12/29/03

ADA Home Page

last revised January 14, 2004

តុលាការដោះស្រាយការបោកប្រកាន់ទូទៅប្រចាំខោនធី PHILADELPHIA

(IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY)

<p>_____</p> <p>ដើមចោទ (Plaintiff)</p> <p>លើក (VS)</p> <p>_____</p> <p>ចុងចោទ (Defendant)</p>	<p>: ផ្នែកទទួលបន្ទុកផ្នែកគ្រួសារ (ផ្នែកមួយរបស់តុលាការ)</p> <p>: (Family Division)</p> <p>:</p> <p>: សម្រង់សាលក្រមលេខ (Docket No.) _____</p> <p>:</p> <p>: <input type="checkbox"/> ដោយការព្រមព្រៀងចុះហត្ថលេខាដោយស្ម័គ្រចិត្តដោយ</p> <p>មិនចាំបាច់សារភាពថាមានប្រព្រឹត្តិអ្វីខុស</p> <p>(By Agreement without Admission)</p> <p><input type="checkbox"/> ក្រោយពេលសវនាការ</p> <p>(After Hearing)</p> <p><input type="checkbox"/> ដោយភាគីម្ខាងមានសេចក្តីជូនដំណឹងស្តីពីពេលវេលានៃ សវនាការហើយ</p> <p>តែខកខានមិនបានមក</p> <p>(By Default)</p>
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សេចក្តីបញ្ជាក់ចុងក្រោយរបស់តុលាការ
(FINAL ORDER OF COURT)

Defendant's Name: _____

Defendant's Date of Birth: _____

Defendant's Social Security Number: _____

ឈ្មោះរបស់ចុងចោទ: _____

ថ្ងៃ-ខែ-ឆ្នាំកំណើតរបស់ចុងចោទ: _____

លេខសន្តិសុខសង្គម(SSN)របស់ចុងចោទ: _____

Names and Dates of Birth of All Protected Persons, including Plaintiff and minor children:

ឈ្មោះ និង ថ្ងៃ-ខែ-ឆ្នាំកំណើតរបស់ជនដែលត្រូវបានការពារដោយច្បាប់ទាំងអស់ ដោយរួមទាំងដើមចោទ និង កុមារដែលជាអនិតិជនផង ។

Names	Dates of Birth
_____	_____
_____	_____

ឈ្មោះ	ថ្ងៃ-ខែ-ឆ្នាំកំណើត
_____	_____
_____	_____

CHECK ALL THAT APPLY:

Plaintiff or Protected Person(s) is/are:

- spouse or former spouse of Defendant
- parent of a common child with Defendant
- current or former sexual or intimate partner with Defendant
- child of Plaintiff
- child of Defendant
- family member related by blood (consanguinity) to Defendant

សូមគូសស្រ្តីសរសើរសម្រាប់ជនដែលត្រូវបានការពារ

ដើមចោទ ឬ ជនដែលត្រូវបានការពារ គឺជា :

- ប្តី/ប្រពន្ធ ឬ អតីតប្តី/ប្រពន្ធរបស់ចុងចោទ
- ឪពុក/ម្តាយរបស់ក្មេងដែលរស់នៅជាមួយចុងចោទ
- ដៃគូជិតស្និទ្ធ ឬ ដៃគូដែលមានសម្ព័ន្ធភាពផ្លូវភេទនាពេលបច្ចុប្បន្ន ឬអតីតជាមួយដៃគូចុងចោទ
- កូនរបស់ដើមចោទ
- កូនរបស់ចុងចោទ
- សមាជិកគ្រួសារដែលរួមខ្សែលោហិត (សាច់ញាតិលោហិត) និង ចុងចោទ

- family member related by marriage or affinity to Defendant
- sibling (person who shares biological parenthood) of Defendant
- current or former cohabitant (person who lives with) Defendant

- សមាជិកគ្រួសារដែលមានទំនាក់ទំនងតាមរយៈអាពាហ៍ពិពាហ៍ ឬសាច់ថ្លៃរបស់ចុងចោទ
- បងប្អូនបង្កើត (មនុស្សដែលមានឪពុកម្តាយរួមគ្នា) របស់ចុងចោទ
- អ្នកដែលរួមរស់កាលពីអតីត ឬបច្ចុប្បន្ន (មនុស្សដែលរស់នៅជាមួយ) ជាមួយចុងចោទ

Defendant was served in accordance with Pa. R.C.P. 1930.4 and provided notice of the time, date and location of the hearing scheduled in this matter.

ចុងចោទត្រូវបានផ្តល់ឱ្យនូវចេតិកាបង្គាប់ដែលមានកាលបរិច្ឆេទ ដោយអនុលោមទៅតាមមាត្រាច្បាប់នៃនីតិវិធីស៊ីវិលរបស់រដ្ឋធិនស៊ីលវេញ៉ា Pa. R.C.P 1930.4 និង សេចក្តីជូនដំណឹងដែលបានផ្តល់ឱ្យស្តីពីពេលវេលា ពីកាលបរិច្ឆេទ និង ទីកន្លែងនៃការធ្វើសវនាការដែលត្រូវបានគ្រោងធ្វើឡើងលើបញ្ហានេះ ។

AND NOW, this ____ day of _____, 20__, the court having jurisdiction over the parties and the subject matter, it is ORDERED, ADJUDGED AND DECREED as follows:

ហើយឥឡូវនេះ ថ្ងៃទី ខែ ឆ្នាំ តុលាការដែលមានយុត្តាធិការលើភាគីទាំងឡាយ និង លើបញ្ហានេះ បាន បង្គាប់ ប្រកាសជាផ្លូវការ និង បានចេញសេចក្តីសម្រេច ដូចខាងក្រោមនេះ :

[] Plaintiff's request for a final protection order is denied

[] សំណើសុំការការពារជាលើកចុងក្រោយរបស់ដើមចោទ ត្រូវបានបដិសេធ

OR

[] Plaintiff's request for a final protection order is granted

ឬ

[] សំណើសុំការការពារជាលើកចុងក្រោយរបស់ដើមចោទ ត្រូវបានផ្តល់ឱ្យ

[] 1. Defendant shall not abuse, stalk, harass, threaten or attempt to use physical force that would reasonably be expected to cause bodily injury to Plaintiff or any other protected person in any place where they might be found.

[] ១- ចុងចោទ នឹងមិនត្រូវបំពាន សប្បាយចាប់ យាយី គម្រាមកំហែង ឬប៉ុនប៉ងប្រើកម្លាំងកាយដែលត្រូវបានរំពឹង យ៉ាងសមហេតុផលថានឹងធ្វើឱ្យមានរបួសស្នាមលើរាងកាយរបស់ដើមចោទ ឬ ជនដែលត្រូវបានការពារដោយច្បាប់ដទៃទៀតនៅទីណា ដែលអ្នកទាំងនោះអាចត្រូវបានរកឃើញឡើយ ។

[] 2. Defendant is completely evicted and excluded from the residence at _____

[] ២- ចុងចោទត្រូវបានបណ្តេញចេញទាំងស្រុង ឬ ដកចេញពីលំនៅដ្ឋាន

(non-confidential address from which defendant is excluded)

or any other residence where Plaintiff or any other person protected under this order may live. Exclusive possession of the residence is granted to Plaintiff. Defendant shall have no right or privilege to enter or be present on the premises of Plaintiff or any other person protected under this order.

(អាសយដ្ឋានដែលចុងចោទត្រូវបានបណ្តេញចេញដោយគ្មានការលាក់បាំង)

ឬ លំនៅដ្ឋានដទៃទៀតដែលដើមចោទ ឬ ជនដែលទទួលបានការការពារនៅក្រោមសេចក្តីបង្គាប់នេះរស់នៅ ។ ភាពជាម្ចាស់ដាច់មុខលើ លំនៅដ្ឋាន នឹងត្រូវប្រគល់ជូនដើមចោទ ។ ចុងចោទមិនមានសិទ្ធិ ឬ អភ័យឯកសិទ្ធិក្នុងការចូល ឬ មានវត្តមាននៅក្នុងបរិវេណលំនៅដ្ឋាន របស់ដើមចោទ ឬ របស់ជនដែលទទួលបានការការពារក្រោមសេចក្តីបង្គាប់នេះបានឡើយ ។

[] On _____
(date and time)

Defendant may enter the residence to retrieve his/her clothing and other personal effects, provided that Defendant is in the company of a law enforcement officer or sheriff when such retrieval is made and

[] 3. Except as provided in the paragraph addressing temporary custody set forth in this order, Defendant is prohibited from having ANY CONTACT with Plaintiff, either directly or indirectly, or any other person protected under this order at any location, including but not limited to any contact at Plaintiff's school, business, or place of employment. Defendant is specifically ordered to stay away from the following locations for the duration of this order:

[] 4. Except as provided in the paragraph addressing temporary custody set forth in this order, Defendant shall not contact Plaintiff, or any other person protected under this order, by telephone or by any other means, including through third persons.

[] 5. Temporary custody of the minor children, (names and birthdates)

shall be as follows: _____

[] នៅម៉ោង _____ នៃកាលបរិច្ឆេទ _____

(កាលបរិច្ឆេទ និង ពេលវេលា)

ចុងចោទអាចចូលទៅក្នុងលំនៅដ្ឋាននោះដើម្បីយកសម្លៀកបំពាក់ ឬ របស់របរផ្ទាល់ខ្លួន លុះត្រាតែចុងចោទនោះត្រូវបានអមដំណើរ ដោយមន្ត្រីអនុវត្តច្បាប់ ឬ តម្រួតតំបន់ នៅពេលដែលការទៅយកនោះត្រូវបានធ្វើឡើង ហើយ _____

_____ ។

[] ៣- លើកលែងតែដូចបានចែងក្នុងកថាខ័ណ្ឌដែលលើកឡើងពីការគ្រប់គ្រងបីបាច់ជាបណ្តោះអាសន្នដែលត្រូវបានចែងក្នុង សេចក្តីបង្គាប់នេះ ចុងចោទត្រូវហាមឃាត់មិនឱ្យមានការទាក់ទងណាមួយជាមួយនឹងដើមចោទ មិនថាដោយផ្ទាល់ ឬ ដោយប្រយោលឡើយ ឬ ជាមួយនឹងជនដែលទទួលបានការការពារក្រោមសេចក្តីបង្គាប់នេះនៅទីកន្លែងណាក៏ដោយ ដោយរួមមានតែមិនចំពោះការទាក់ទងនៅតាមសាលារៀន កន្លែងធ្វើអាជីវកម្ម ឬ កន្លែងធ្វើការរបស់ដើមចោទផង ។ ចុងចោទត្រូវបានបង្គាប់ជាពិសេសឱ្យនៅឆ្ងាយពី កន្លែងនានាដូចខាងក្រោមសំរាប់អំឡុងរយៈកាលក្នុងសេចក្តីបង្គាប់នេះ :

_____ ។

[] ៤- លើកលែងតែដូចបានចែងនៅក្នុងកថាខ័ណ្ឌនេះ ដែលលើកឡើងពីការគ្រប់គ្រងបីបាច់បណ្តោះអាសន្នដែលត្រូវបានចែងក្នុងសេចក្តីបង្គាប់នេះ ចុងចោទនឹងមិនត្រូវទាក់ទងជាមួយនឹងដើមចោទ ឬ ជនផ្សេងទៀតដែលត្រូវបានការពារក្រោមសេចក្តីបង្គាប់នេះ តាមរយៈទូរស័ព្ទ ឬ ដោយមធ្យោបាយផ្សេងទៀត ដោយរួមទាំងតាមរយៈភាគីទីបីឡើយ ។

[] ៥- ការគ្រប់គ្រងបីបាច់ក្នុងដែលជាអនីតិជនជាបណ្តោះអាសន្ន
(ឈ្មោះ និង ថ្ងៃ-ខែ-ឆ្នាំកំណើត)

_____ ។

នឹងត្រូវមានដូចខាងក្រោម: _____

_____ ។

[] THIS ORDER SUPERSEDES ANY PRIOR ORDER RELATING TO CUSTODY

[] CUSTODY PETITION IS PENDING AND SCHEDULED FOR

_____ date and time _____

[] 6. Defendant is prohibited from possessing, transferring or acquiring any firearms for the duration of this order.

Check all that apply:

[] Defendant shall relinquish to the sheriff all firearms and firearm licenses owned or possessed by Defendant.

[] Defendant is directed to relinquish to the sheriff any firearm, other weapon or ammunition listed in Petitioner's Attachment A, and any firearms license Defendant may possess.

Defendant may relinquish any firearms, other weapons or ammunition to the sheriff. As an alternative, Defendant may relinquish firearms, other weapons and ammunition to a third party provided Defendant and the third party first comply with all the requirements to obtain a safekeeping permit. Defendant must relinquish any firearm, other weapon, ammunition or firearms license ordered to relinquish no later than 24 hours after service of this order. Failure to timely relinquish any firearm, other weapon, ammunition or any other firearm license shall result in a violation of this order and may result in criminal conviction under the Uniform Firearms Act, 18 Pa. C.S.A. §6105.

[] 7. Any firearm delivered to the sheriff or transferred to a licensed firearm dealer, or a qualified third party who satisfies the procedural and substantive requirements to obtain a safekeeping permit issued under 23 Pa C.S.A §6108.3 pursuant to this order or the temporary order shall be returned to Defendant upon expiration of this order or dismissal of a Petition for Protection From Abuse Order. The Defendant may take custody of the firearms, other weapons and ammunition provided that the Defendant is otherwise eligible to lawfully possess the relinquished items.

[] សេចក្តីបង្គាប់នេះ មកជំនួសជាអចិន្ត្រៃយ៍សេចក្តីបង្គាប់ពីមុនណាដែលទាក់ទងនឹងការគ្រប់គ្រងប៊ីបាច់

[] បណ្តឹងទាមទារការគ្រប់គ្រងប៊ីបាច់ កំពុងរង់ចាំការសម្រេច និងគ្រោងធ្វើឡើងនៅ _____

_____ កាលបរិច្ឆេទ និង ពេលវេលា _____

[] ៦- ចុងចោទត្រូវបានហាមឃាត់មិនឱ្យ មានជាកម្មសិទ្ធិ ធ្វើការផ្ទេរ ឬ ទទួលនូវកាំភ្លើងណាមួយ ក្នុងអំឡុងរយៈកាលនៅក្នុងសេចក្តីបង្គាប់នេះឡើយ ។

សូមគូសជ្រើសរើសយកចំណុចណាដែលអាចមាន :

[] ចុងចោទនឹងត្រូវប្រគល់ទៅឱ្យតម្រួតតំបន់នូវកាំភ្លើងទាំងអស់ និង អាជ្ញាប័ណ្ណប្រើប្រាស់អាវុធនានាដែលខ្លួនមានជាកម្មសិទ្ធិ ឬ កាន់កាប់ ។

[] ចុងចោទ ត្រូវបានបង្គាប់ឱ្យប្រគល់ទៅឱ្យតម្រួតតំបន់នូវ កាំភ្លើង ឬ យុទ្ធភ័ណ្ណផ្សេងៗ វិគ្រាបរំសេវ ដែលត្រូវបានរាយនាម នៅក្នុងឯកសារភ្ជាប់ A របស់អ្នកប្តឹងទាមទារ (Petitioner's Attachment A) និង អាជ្ញាប័ណ្ណប្រើប្រាស់អាវុធដែលចុងចោទ អាចមាន ។

ចុងចោទ អាចប្រគល់កាំភ្លើង ឬ គ្រឿងយុទ្ធភ័ណ្ណដទៃទៀត ឬ គ្រាបរំសេវ ជូនទៅតម្រួតតំបន់ ។ ជាជំរើស ចុងចោទអាចនឹងប្រគល់កាំភ្លើង ឬ យុទ្ធភ័ណ្ណដទៃទៀត និង គ្រាបរំសេវ ជូនទៅភាគីទីបី ឱ្យតែចុងចោទ និង ភាគីទីបីនោះអនុវត្តជាមុនតាមសេចក្តីតម្រូវផ្សេងៗទាំងអស់ ដើម្បីទទួលបានការអនុញ្ញាតឱ្យរក្សាទុកដោយសុវត្ថិភាព ។ ចុងចោទ ត្រូវតែប្រគល់កាំភ្លើង យុទ្ធភ័ណ្ណដទៃទៀត គ្រាបរំសេវ ឬ អាជ្ញាប័ណ្ណប្រើប្រាស់អាវុធដែលត្រូវបានបង្គាប់ឱ្យប្រគល់ជូន ដោយមិនឱ្យលើសពី ២៤ម៉ោងក្រោយពីការប្រគល់ជូនសេចក្តីបង្គាប់ដែល មានកាលបរិច្ឆេទនេះឡើយ ។ ការខកខានមិនបានប្រគល់ទាន់ពេលវេលានូវកាំភ្លើងណាមួយ អាវុធយុទ្ធភ័ណ្ណដទៃទៀត ឬ អាជ្ញាប័ណ្ណប្រើប្រាស់កាំភ្លើងដទៃផ្សេងទៀត នឹងនាំមកនូវការរំលោភបំពានលើសេចក្តីបង្គាប់នេះ ហើយអាចបណ្តាលឱ្យមានការកាត់ឱ្យជាប់ទោសពីបទប្រហូណ្ណដែលស្ថិតក្រោមច្បាប់ប្រើប្រាស់កាំភ្លើង (Uniform Firearms Act) លេខ 18 Pa. C.S.A. §6105 ។

[] ៧- កាំភ្លើងណាដែលត្រូវបានប្រគល់ជូនតម្រួតតំបន់ ឬ ផ្ទេរទៅឱ្យអ្នកទិញ-លក់កាំភ្លើងដែលមានអាជ្ញាប័ណ្ណ ឬ ភាគីទីបីដែលមានសិទ្ធិគ្រប់គ្រាន់ដែលអាចបំពេញតាមតម្រូវការសំខាន់ៗ និង សីតិវិធីផ្សេងៗ ដើម្បីទទួលបាននូវការអនុញ្ញាតអោយរក្សាទុកអោយមានសុវត្ថិភាព ដែលចេញដោយច្បាប់លេខ 23 Pa C.S.A. §6108.3 ដោយអនុលោមតាមសេចក្តីបង្គាប់នេះ ឬ តាមសេចក្តីបង្គាប់បណ្តោះអាសន្ន នឹងត្រូវបានប្រគល់ជូនទៅចុងចោទវិញ នៅពេលផុតកំណត់សេចក្តីបង្គាប់នេះ ឬ មានការបដិសេធចោលនូវ ការប្តឹងទាមទារសុំការការពារពីសេចក្តីបង្គាប់លើការរំលោភបំពាន ។ ចុងចោទអាចគ្រប់គ្រងកាំភ្លើង ឬ យុទ្ធភ័ណ្ណផ្សេងៗទៀត និង គ្រាបរំសេវវិញ លុះត្រាណាតែចុងចោទនោះមានសិទ្ធិកាន់កាប់ដោយស្របច្បាប់នូវរបស់ដែលត្រូវបានប្រគល់ជូននោះ ។

[] 8. The following additional relief is granted as authorized by §6108 of the Act: _____

[] 9. Defendant is directed to pay temporary support for:
[names of the persons for whom support is to be paid]

as follows: _____

(amount, frequency and other terms and conditions of the Support Order)

This order for support shall remain in effect until a final order is entered by this court. However, this order shall lapse automatically if Plaintiff does not file a complaint for support with the Domestic Relations Section of the court within two weeks of the date of this order. The amount of this temporary order does not necessarily reflect Defendant's correct support obligation, which shall be determined in accordance with the guidelines at the support hearing. Any adjustments in the final amount of support shall be credited, retroactive to this date, to the appropriate party.

[] 10. [] (a) The costs of this action are imposed on Defendant
OR

[] (b) Upon a showing of good cause or a finding that the Defendant is unable to pay, the costs of this action are waived.

[] ៨- ជំនួយបន្ថែមខាងក្រោមនេះត្រូវបានផ្តល់ជូនតាមការអនុញ្ញាតដោយ
ចំណុចលេខ §6108 នៃច្បាប់ :

[] ៩- ចុងចោទត្រូវបានតែបង្គាប់ឱ្យបង់ថ្លៃឧបត្ថម្ភបណ្តោះអាសន្នឱ្យ :
[ឈ្មោះរបស់ជនដែលត្រូវបានគេបង់ប្រាក់ឧបត្ថម្ភឱ្យ]

ដូចខាងក្រោម : _____

(ចំនួនប្រាក់ ភាពញឹកញាប់ ពេលកំណត់ និង លក្ខខណ្ឌដទៃទៀតនៃសេចក្តីបង្គាប់ឱ្យមានការឧបត្ថម្ភ)

សេចក្តីបង្គាប់ឱ្យមានការជួយឧបត្ថម្ភដែលមានលក្ខណៈបណ្តោះអាសន្ននេះ នឹងនៅជា
ធរមានរហូតទាល់តែមានសេចក្តីបង្គាប់ចុងក្រោយមួយ ត្រូវបានចេញដោយតុលាការ ។
ទោះបីជាយ៉ាងណាក៏ដោយ សេចក្តីបង្គាប់នេះ នឹងត្រូវអស់សុពលភាពដោយស្វ័យ
ប្រវត្តិ ប្រសិនបើ ដើមចោទមិនធ្វើពាក្យប្តឹងទាមទារឱ្យមានការជួយឧបត្ថម្ភទៅផ្នែក
ទំនាក់ទំនងក្នុងតំបន់ (Domestic Relations Section) របស់តុលាការ ក្នុងអំឡុងពេល
ពីរសប្តាហ៍ចាប់ពីកាលបរិច្ឆេទនៃសេចក្តីបង្គាប់នេះទេនោះ ។ ចំនួនទឹកប្រាក់នៃសេចក្តី
បង្គាប់បណ្តោះអាសន្ននេះ មិនចាំបាច់បង្ហាញឱ្យឃើញពីកាតព្វកិច្ចនៃការឧបត្ថម្ភដែល
ត្រឹមត្រូវរបស់ចុងចោទឡើយ ដែលនឹងត្រូវបានកំណត់អនុលោមទៅតាមសេចក្តីណែនាំ
នានា នៅពេលធ្វើសវនាការស្តីពីការជួយឧបត្ថម្ភ ។ ការកែប្រែផ្សេងៗទៅលើចំនួន
ប្រាក់ឧបត្ថម្ភចុងក្រោយ នឹងត្រូវបានបន្ថែម (credited) ទៅក្នុងគណនី ដែលមាន
ប្រសិទ្ធភាពមកទល់កាលបរិច្ឆេទនេះរបស់ភាគីដែលសមស្រប ។

[] ១០- [] ក-ការចំណាយទៅលើការចាត់វិធានការណ៍នេះ ត្រូវបានដាក់ទៅ
លើចុងចោទ

ឬ

[] ខ- នៅពេលមានការបង្ហាញឱ្យឃើញពីមូលហេតុពិតដែលនាំអោយចុងចោទ
មិនបាច់បង់ ឬ ការដែលរកឃើញថាចុងចោទមិនមានលទ្ធភាពក្នុងការបង់ប្រាក់លើ
ការចំណាយនោះទេ ការចំណាយផ្សេងៗចំពោះការចាត់វិធានការណ៍នេះត្រូវបាន
លើកលែង ។

[] (c) Because this order followed a contested proceeding, or a hearing at which the Defendant was not present, despite being served with a copy of the Petition for Protection from Abuse and notice of the date, time and place of the hearing, Defendant is ordered to pay an additional \$100 surcharge to the court, which shall be distributed in the manner set forth in 23 Pa. C.S.A §6106(d). The surcharge is payable to the Clerk of Family Court within sixty (60) days from the date of the Order.

[] 11. Defendant shall pay \$ _____ to Plaintiff by _____ (date) as compensation for Plaintiff's out-of-pocket losses, which are as follows:

_____ An installment schedule may be ordered by the court: _____

OR

[] Plaintiff is granted leave to present a petition, with appropriate notice to Defendant, to _____ (insert name of the Judge or court to which the petition should be presented)

requesting recovery of out-of-pocket losses. The Petition shall include an exhibit itemizing all claimed out-of-pocket losses, copies of all bills and estimates of repair, and an order scheduling a hearing. No fee shall be required by the prothonotary's office for the filing of this petition.

12. THIS ORDER SUPERSEDES ANY PRIOR PROTECTION FROM ABUSE ORDER.

[] ត- ដោយសារតែសេចក្តីបង្គាប់នេះ កើតឡើងក្រោយពីមានការប្រជែងលើទម្រង់ការច្បាប់ ឬ សវនាការដែលចុងចោទមិនបានចូលរួម ទោះបីជាត្រូវបានគេផ្តល់ជូននូវឯកសារចម្លងស្តីពីបណ្តឹងទាមទារឱ្យមានការការពារឱ្យរួចផុត ពីការរំលោភបំពាន និង សេចក្តីជូនដំណឹងពីកាលបរិច្ឆេទ ពេលវេលា និង ទីកន្លែងនៃការធ្វើសវនាការដោយ ចុងចោទត្រូវបាន បង្គាប់ឱ្យបង់ប្រាក់ចំនួន ១០០ ដុល្លារបន្ថែមទៅលើតម្លៃប្រាក់ធម្មតាជូនតុលាការ ដែលនឹងត្រូវបែងចែកតាមលក្ខណៈដែលបានចែងក្នុង ចំណុច 23 Pa C.S.A. §6106(d) ។ តម្លៃប្រាក់បន្ថែមនេះ អាចត្រូវបង់ឱ្យក្រឡាបញ្ជីរបស់តុលាការប្រចាំគ្រួសារ (Clerk of Family Court) ក្នុងរយៈពេល ៦០ ថ្ងៃ ចាប់ពីកាលបរិច្ឆេទនៃសេចក្តីបង្គាប់នេះ ។

[] ១១- ចុងចោទនឹងត្រូវបង់ប្រាក់ចំនួន _____ ដុល្លារ ទៅឱ្យដើមចោទនៅត្រឹមកាលបរិច្ឆេទ _____ (កាលបរិច្ឆេទ)

ជាសំណងដល់ការខាតបង់ប្រាក់ពីហោប៉ៅផ្ទាល់ខ្លួនរបស់ដើមចោទ ដែលមានដូចខាងក្រោម :

_____ ការកំណត់ពេលបង់ប្រាក់បណ្តាក់ (installment) អាចនឹងត្រូវបង្គាប់ដោយ តុលាការ :

ឬ

[] ដើមចោទ ត្រូវបានគេផ្តល់សិទ្ធិឱ្យដាក់បណ្តឹង ដោយមានសេចក្តីជូនដំណឹងដ៏សមរម្យដល់ចុងចោទ ទៅ

_____ (បញ្ចូលឈ្មោះរបស់ក្រុម ឬ តុលាការដែលបណ្តឹងទាមទារនោះត្រូវបានដាក់ទៅកាន់)

ដោយស្នើសុំមកវិញនូវប្រាក់ដែលបាត់បង់ពីហោប៉ៅផ្ទាល់ខ្លួនផ្សេងៗ ។ បណ្តឹងទាមទារ នឹងត្រូវរាប់បញ្ចូលទាំងការបង្ហាញដែលរាយការណ៍មួយៗនូវការខាតបង់ប្រាក់ពីហោប៉ៅផ្ទាល់ខ្លួនដែលត្រូវបានទាមទារ ច្បាប់ចម្លងនៃវិក្កយប័ត្រទាំងអស់ និង តម្លៃប៉ាន់ប្រមាណនៃការជួសជុល និង សេចក្តីបង្គាប់មួយដែលមានកំណត់ពេលធ្វើសវនាការ ។ គ្មានការបង់ថ្លៃណាមួយត្រូវបានទាមទារដោយករិយាល័យក្រឡាបញ្ជី ឬស្ម័គ្រសំរាប់ការដាក់ពាក្យប្តឹងទាមទារនេះឡើយ ។

១២- សេចក្តីបង្គាប់នេះ មកជំនួសជាអចិន្ត្រៃយ៍នូវ សេចក្តីបង្គាប់ពីមុនដែលបង្គាប់ឱ្យមានការការពារឱ្យរួចផុតពីការរំលោភបំពាន ។

13. All provisions of this order shall expire in _____,
 (days or months)
 on _____,
 (date)
 or in three years on _____,
 (date)

១៣- រាល់ខែចុងទាំងអស់ដែលមានក្នុងសេចក្តីបង្គាប់នេះ នឹងផុត
 កំណត់ក្នុងពេល _____ ខែ
 (ចំនួនថ្ងៃ ឬ ខែ)
 នៅ _____
 (កាលបរិច្ឆេទ)
 ឬ _____ នៅ
 ក្នុងរយៈពេលបីឆ្នាំខ្សែត្រង់
 (កាលបរិច្ឆេទ)

NOTICE TO THE DEFENDANT

VIOLATION OF THIS ORDER MAY RESULT IN YOUR ARREST ON THE CHARGE OF INDIRECT CRIMINAL CONTEMPT WHICH IS PUNISHABLE BY A FINE OF UP TO \$1000 AND/OR A JAIL SENTENCE OF UP TO SIX MONTHS. 23 Pa C.S.A. § 6114. CONSENT OF PLAINTIFF TO DEFENDANT'S RETURN TO THE RESIDENCE SHALL NOT INVALIDATE THIS ORDER WHICH CAN ONLY BE CHANGED OR MODIFIED THROUGH THE FILING OF APPROPRIATE COURT PAPERS FOR THAT PURPOSE. 23 Pa C.S.A. § 6113.

VIOLATION MAY ALSO SUBJECT YOU TO PROSECUTION AND CRIMINAL PENALTIES UNDER THE PENNSYLVANIA CRIMES CODE. A VIOLATION OF THIS ORDER MAY RESULT IN THE REVOCATION OF THE SAFEKEEPING PERMIT, WHICH WILL REQUIRE THE IMMEDIATE RELINQUISHMENT OF YOUR FIREARMS, OTHER WEAPONS AND AMMUNITION TO THE SHERIFF.

THIS ORDER IS ENFORCEABLE IN ALL FIFTY (50) STATES, THE DISTRICT OF COLUMBIA, TRIBAL LANDS, U.S. TERRITORIES AND THE COMMONWEALTH OF PUERTO RICO UNDER THE VIOLENCE AGAINST WOMEN ACT, 18 U.S.C. §2265. IF YOU TRAVEL OUTSIDE OF THE STATE AND INTENTIONALLY VIOLATE THIS ORDER YOU MAY BE SUBJECT TO FEDERAL CRIMINAL PROCEEDINGS UNDER THAT ACT 18 U.S.C §§2261-2262. IF YOU POSSESS A FIREARM OR ANY AMMUNITION WHILE THIS ORDER IS IN EFFECT, YOU MAY BE CHARGED WITH A FEDERAL OFFENSE EVEN IF THIS PENNSYLVANIA ORDER DOES NOT EXPRESSLY PROHIBIT YOU FROM POSSESSING FIREARMS OR AMMUNITION. 18 U.S.C. §922 (g)(8).

សេចក្តីជូនដំណឹងដល់ចុងចោទ

ការបំពានលើសេចក្តីបង្គាប់នេះ អាចនឹងបណ្តាលឱ្យមានការចាប់ខ្លួនអ្នក ដែលជាប់ចោទពីបទប្រមាថលើបទល្មើសព្រហ្មទណ្ឌដោយប្រយោលដែលដាក់ទណ្ឌកម្មបានដោយការពិន័យជាប្រាក់រហូតដល់ ១០០០ ដុល្លារ និង/ឬ ការកាត់ទោសឱ្យជាប់ពន្ធនាគាររហូតដល់ ៦ ខែ ។ ច្បាប់លេខ 23 Pa C.S.A §6114 ។ ការយល់ព្រមរបស់ដើមចោទទៅលើការវិលត្រលប់របស់ចុងចោទទៅកាន់លំនៅដ្ឋានវិញ នឹងមិនធ្វើឱ្យសេចក្តីបង្គាប់នេះអស់សុពលភាពឡើយ ដែលសេចក្តីបង្គាប់នេះ អាចត្រូវបានផ្លាស់ប្តូរ ឬ កែប្រែបានតែតាមរយៈការដាក់សំណុំឯកសារ តុលាការដែលសមរម្យសំរាប់គោលបំណងដូច្នោះតែប៉ុណ្ណោះ ។ ច្បាប់លេខ 23 Pa.C.S.A §6113 ។

ការបំពាន ក៏អាចនឹងធ្វើឱ្យអ្នកជួបប្រទះនឹងការកាត់អោយជាប់ទោស និង ការដាក់ទណ្ឌកម្មពីបទព្រហ្មទណ្ឌ ដែលស្ថិតនៅក្រោមច្បាប់ព្រហ្មទណ្ឌរបស់រដ្ឋ Pennsylvania ។ ការបំពានលើសេចក្តីបង្គាប់នេះ អាចនឹងបណ្តាលឱ្យមានការលុបចោលនូវការអនុញ្ញាតអោយមានការរក្សាទុកអោយមានសុវត្ថិភាព ដែលនឹងតម្រូវឱ្យមានការប្រគល់ជាបន្ទាន់នូវកាំភ្លើង យុទ្ធភ័ណ្ឌផ្សេងៗទៀត និង គ្រាប់រំលេចទៅឱ្យតម្រូវតំបន់ ។

សេចក្តីបង្គាប់នេះអាចប្រតិបត្តិបានក្នុងរដ្ឋទាំង៥០ District of Columbia, Tribal Lands, U.S. Territories និង the Commonwealth of Puerto Rico ដែលស្ថិតនៅក្រោមច្បាប់ស្តីពីអំពើហិង្សាលើស្ត្រី 18 U.S.C. §2265 ។ ប្រសិនបើអ្នកធ្វើដំណើរចេញក្រៅរដ្ឋ ហើយបំពានលើសេចក្តីបង្គាប់នេះដោយចេតនា អ្នកអាចនឹងប្រឈមមុខនឹងទម្រង់ការច្បាប់ព្រហ្មទណ្ឌរបស់សហព័ន្ធ ដែលស្ថិតនៅក្រោមច្បាប់លេខ 18 U.S.C §§2261-2262 ។ ប្រសិនបើអ្នកមានជាកម្មសិទ្ធិនូវ កាំភ្លើង ឬ គ្រាប់រំលេចផ្សេងៗនៅពេលដែលសេចក្តីបង្គាប់នេះនៅមានសុពលភាព អ្នកអាចនឹងត្រូវបានចោទប្រកាន់ពីបទល្មើសរបស់សហព័ន្ធ ទោះបីជាសេចក្តីបង្គាប់របស់រដ្ឋPennsylvaniaនេះ មិនស្តែងឱ្យឃើញថាហេមយាត់អ្នកពីការមានជាកម្មសិទ្ធិនូវ កាំភ្លើង ឬ គ្រាប់រំលេចក៏ដោយ ។ ច្បាប់លេខ 18 U.S.C §922(g)(8) ។

NOTICE TO SHERIFF, POLICE AND LAW ENFORCEMENT OFFICIALS

The police and sheriff who have jurisdiction over Plaintiff's residence OR any location where a violation of this order occurs OR where Defendant may be located, shall enforce this order. The court shall have jurisdiction over any indirect criminal contempt proceeding, either in the county where the violation occurred or where this protective order was entered. An Arrest for violation of paragraphs 1 through 7 of this order may be without warrant, based solely on probable cause, whether or not the violation is committed in the presence of the police or any sheriff. 23 Pa. C.S.A. §6113.

Subsequent to an arrest, and without the necessity of a warrant, the police officer or sheriff shall seize all firearms, other weapons and ammunition in Defendant's possession that were used or threatened to be used during the violation of the protection order or during prior incidents of abuse.

The _____
(insert the appropriate name or title)

shall maintain possession of the firearms, other weapons or ammunition until further order of the court.

When Defendant is placed under arrest for violation of the order, Defendant shall be taken to the appropriate authority or authorities before whom Defendant is to be arraigned. A "Complaint for Indirect Criminal Contempt" shall then be completed and signed by the police officer, sheriff OR Plaintiff. Plaintiff's presence and signature are not required to file this complaint.

If sufficient grounds for violation of this order are alleged, Defendant shall be arraigned, bond set, if appropriate and both parties given notice of the date of hearing.

សេចក្តីជូនដំណឹងដល់ តម្រួតតំបន់ ប៉ូលីស និង មន្ត្រីប្រតិបត្តិច្បាប់ទាំងឡាយ

ប៉ូលីស និង តម្រួតតំបន់ដែលមានដែនសមត្ថកិច្ចលើលំនៅដ្ឋានរបស់ដើមចោទ ឬ ទីកន្លែងណាដែលមានការរំលោភលើសេចក្តីបង្គាប់នេះកើតឡើង ឬ កន្លែងដែលចុងចោទអាចនឹងរស់នៅ ត្រូវអនុវត្តសេចក្តីបង្គាប់នេះ ។ តុលាការ និងមានដែនសមត្ថកិច្ចលើសំណុំរឿងបណ្តឹងទៅលើទំរង់ការច្បាប់ស្តីពីការប្រមាថផ្នែកព្រហ្មទណ្ឌដែលរំលោភលើសេចក្តីបង្គាប់ មិនទាន់នៅក្នុងខោនធីដែលការបំពាននោះបានកើតឡើង ឬ កន្លែងដែលសេចក្តីបង្គាប់អោយមានការការពារនេះត្រូវបានចេញឡើយ ។ ការចាប់ខ្លួនចំពោះការបំពានលើកថាខណ្ឌទី ១ ដល់ទី ៧ នៃសេចក្តីបង្គាប់នេះនឹងអាចធ្វើឡើងទៅបានដោយមិនចាំបាច់មានដីកាចាប់ខ្លួនឡើយដោយផ្អែកតែលើដើមចម្ងាយដែលទំនងបំផុត មិនថាការបំពាននេះត្រូវបានប្រព្រឹត្តឡើងដោយមានវត្តមាននៃប៉ូលីស ឬ តម្រួតតំបន់ណាមួយ ឬ ក៏អត់នោះទេ ។ ច្បាប់លេខ 23 Pa. C.S.A §6113 ។

ជាលទ្ធផលក្រោយការចាប់ខ្លួន និងដោយគ្មានភាពចាំបាច់ត្រូវមានដីកា មន្ត្រីប៉ូលីស ឬ តម្រួតតំបន់ និងរឹបអូសយកកាំភ្លើងទាំងអស់យុទ្ធភ័ណ្ឌផ្សេងទៀត និង គ្រាប់រំសេវដែលចុងចោទមាន ដែលត្រូវបានប្រើ ឬត្រូវបានគម្រាមថានឹងប្រើក្នុងអំឡុងពេលរំលោភបំពានលើសេចក្តីបង្គាប់អោយមានការការពារ ឬ ក្នុងអំឡុងមុនពេលកើតមានឧប្បត្តិហេតុរំលោភបំពាននេះ ។

(បញ្ចូលឈ្មោះ ឬ ហ៊ាន (title) ដែលសមស្រប)

ត្រូវរក្សាភាពជាម្ចាស់របស់កាំភ្លើង យុទ្ធភ័ណ្ឌផ្សេងទៀត ឬ គ្រាប់រំសេវ រហូតទាល់តែមានសេចក្តីបង្គាប់បន្ថែមទៀតពីតុលាការ ។

នៅពេលដែលចុងចោទ ត្រូវបានដាក់ឱ្យស្ថិតនៅក្រោមការចាប់ខ្លួនចំពោះបទបំពានលើសេចក្តីបង្គាប់ ចុងចោទនឹងត្រូវបញ្ជូនទៅឱ្យអាជ្ញាធរដែលសមស្រប ឬ អាជ្ញាធរណាដែលចុងចោទនោះនឹងត្រូវចោទប្រកាន់ចំពោះមុខ ។ <<បណ្តឹងលើការប្រមាថផ្នែកព្រហ្មទណ្ឌដោយការរំលោភបំពានលើសេចក្តីបង្គាប់>> នៅពេលនោះ នឹងត្រូវបានបំពេញ និង ចុះហត្ថលេខាដោយមន្ត្រីប៉ូលីស តម្រួតតំបន់ ឬ ដោយដើមចោទ ។ វត្តមាន និងហត្ថលេខារបស់ដើមចោទ មិនត្រូវបានទាមទារឡើយក្នុងការដាក់ពាក្យបណ្តឹងនេះ ។

ប្រសិនបើហេតុផលគ្រប់គ្រាន់ស្តីពីការរំលោភបំពានលើសេចក្តីបង្គាប់នេះត្រូវបានចោទប្រកាន់ឡើងនោះ ចុងចោទ នឹងត្រូវបានចោទប្រកាន់ កំណត់ការបង់ប្រាក់ធានាអោយនៅក្រៅឃុំ ហើយប្រសិនបើសមស្របភាគីទាំងពីរនឹងត្រូវបានផ្តល់អោយនូវសេចក្តីជូនដំណឹងពីការបរិច្ឆេទនៃសវនាការ ។

BY THE COURT/ ធ្វើឡើងដោយតុលាការ:

Judge / ចៅក្រម

Date / កាលបរិច្ឆេទ

If entered pursuant to the consent of plaintiff and defendant/
ប្រសិនបើត្រូវបានព្រមព្រៀង ដោយអនុលោមតាមការព្រមព្រៀងរវាងដើមចោទ និង ចុងចោទ :

(Plaintiff's signature/ ហត្ថលេខារបស់ដើមចោទ)

(Defendant's Signature/ ហត្ថលេខារបស់ចុងចោទ)

(Attorney for the Plaintiff/ មេធាវីដើមចោទ)

(Attorney for the Defendant/ មេធាវីចុងចោទ)

Signature/ ហត្ថលេខា

Signature/ ហត្ថលេខា

費城郡民事訴訟法庭
(IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY)

: 家庭分庭
: (Family Division)
:
: 訴訟案號(Docket No.) _____

原告(Plaintiff)
起訴

被告 (Defendant)

: 未供認即同意
(By Agreement without Admission)
 聽證後
(After Hearing)
 未出庭
(By Default)

法庭最後判決
(FINAL ORDER OF COURT)

Defendant's Name: _____

被告姓名: _____

Defendant's Date of Birth: _____

被告出生日期: _____

Defendant's Social Security Number: _____

被告社會安全號碼: _____

Names and Dates of Birth of All Protected Persons, including Plaintiff and minor children:

所有被保護人的姓名和出生日期，包括原告和未成年兒童

Names	Dates of Birth	姓名	出生日期
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CHECK ALL THAT APPLY:

Plaintiff or Protected Person(s) is/are:

- spouse or former spouse of Defendant
- parent of a common child with Defendant
- current or former sexual or intimate partner with Defendant
- child of Plaintiff
- child of Defendant
- family member related by blood (consanguinity) to Defendant
- family member related by marriage or affinity to Defendant
- sibling (person who shares biological parenthood) of Defendant
- current or former cohabitant (person who lives with) Defendant

勾選所有適用選項

原告或被保護人為：

- 被告的配偶或前配偶
- 和被告所生孩子的父(母)親
- 和被告目前或以前有過性關係或親密關係的人
- 原告的孩子
- 被告的孩子
- 與被告有血統(血緣)關係的家庭成員
- 與被告有婚姻或姻親關係的家庭成員
- 被告的兄弟姐妹(同父母或同父或同母)
- 被告目前或以前的同居者(與被告一起生活的人)

Defendant was served in accordance with Pa. R.C.P. 1930.4 and provided notice of the time, date and location of the hearing scheduled in this matter.

AND NOW, this ____ day of _____, 20____, the court having jurisdiction over the parties and the subject matter, it is ORDERED, ADJUDGED AND DECREED as follows:

Plaintiff's request for a final protection order is denied

OR

Plaintiff's request for a final protection order is granted

1. Defendant shall not abuse, stalk, harass, threaten or attempt to use physical force that would reasonably be expected to cause bodily injury to Plaintiff or any other protected person in any place where they might be found.

2. Defendant is completely evicted and excluded from the residence at _____

(non-confidential address from which defendant is excluded)

or any other residence where Plaintiff or any other person protected under this order may live. Exclusive possession of the residence is granted to Plaintiff. Defendant shall have no right or privilege to enter or be present on the premises of Plaintiff or any other person protected under this order.

On _____
(date and time)

Defendant may enter the residence to retrieve his/her clothing and other personal effects, provided that Defendant is in the company of a law enforcement officer or sheriff when such retrieval is made and

3. Except as provided in the paragraph addressing temporary custody set forth in this order, Defendant is prohibited from having ANY CONTACT with Plaintiff, either directly or indirectly, or any other person protected under this order at any location, including but not limited to any contact at Plaintiff's school, business, or place of employment. Defendant is specifically ordered to stay away from the following locations for the duration of this order:

4. Except as provided in the paragraph addressing temporary custody set forth in this order, Defendant shall not contact Plaintiff, or any other person protected under this order, by telephone or by any other means, including through third persons.

根據 Pa. R.C.P. 1930.4 條，已向被告傳達通知了為本案安排的聽證時間、日期及地點。

現今，即 20__ 年 ____ 月 ____ 日，本庭因對當事雙方和受理案件擁有管轄權，特此判決、裁定和宣判如下：

駁回原告對最終保護令的請求

或

准予原告對最終保護令的請求

1. 被告不應在原告或任何被保護人出現的任何地方對他們進行詆毀、威脅、騷擾、恐嚇或試圖使用根據合理預料會對前述人等造成身體傷害的暴力。

2. 完全驅逐和排除被告或任何其他受此令保護的人居住於 _____

(被告被排除之外之非秘密地址)

處的可居住住宅。住宅的獨佔權歸原告所有。

在 _____
(日期與時間)

被告可進入此住宅取回他/她的衣物和私人用品，惟被告應由執法官員或郡法警的陪同，方可取回衣物或個人物件，並

3. 除了本判令對臨時監護權所規定的條款外，禁止被告與原告或任何其他受此令保護的人有任何直接或間接的接觸，包括但不限於在原告的學校、辦公地點、聘雇地點的任何接觸。特別命令被告在此令執行期間遠離以下地點：

4. 除了本判決對臨時監護權所規定的條款外，被告不應透過電話或其他方式，包括透過第三方與原告或受此令保護的任何其他人聯絡。

5. Temporary custody of the minor children, (names and birthdates)

shall be as follows: _____

THIS ORDER SUPERSEDES ANY PRIOR ORDER RELATING TO CUSTODY

CUSTODY PETITION IS PENDING AND SCHEDULED FOR _____
date and time

6. Defendant is prohibited from possessing, transferring or acquiring any firearms for the duration of this order.

Check all that apply:

Defendant shall relinquish to the sheriff all firearms and firearm licenses owned or possessed by Defendant.

Defendant is directed to relinquish to the sheriff any firearm, other weapon or ammunition listed in Petitioner's Attachment A, and any firearms license Defendant may possess.

Defendant may relinquish any firearms, other weapons or ammunition to the sheriff. As an alternative, Defendant may relinquish firearms, other weapons and ammunition to a third party provided Defendant and the third party first comply with all the requirements to obtain a safekeeping permit. Defendant must relinquish any firearm, other weapon, ammunition or firearms license ordered to relinquish no later than 24 hours after service of this order. Failure to timely relinquish any firearm, other weapon, ammunition or any other firearm license shall result in a violation of this order and may result in criminal conviction under the Uniform Firearms Act, 18 Pa. C.S.A. §6105.

7. Any firearm delivered to the sheriff or transferred to a licensed firearm dealer, or a qualified third party who satisfies the procedural and substantive requirements to obtain a safekeeping permit issued under 23 Pa C.S.A §6108.3 pursuant to this order or the temporary order shall be returned to Defendant upon expiration of this order or dismissal of a Petition for Protection From Abuse Order. The Defendant may take custody of the firearms, other weapons and ammunition provided that the Defendant is otherwise eligible to lawfully possess the relinquished items.

8. The following additional relief is granted as authorized by §6108 of the Act: _____

9. Defendant is directed to pay temporary support for: [names of the persons for whom support is to be paid]

as follows: _____
(amount, frequency and other terms and conditions of the Support Order)

5. 未成年兒童的臨時監護人 (姓名和出生日期)

如下所示: _____

本判決可替代任何與監護權有關的先前判決

正擬提交監護權呈請狀，提交日期與時間如下
(日期與時間)

6. 禁止被告在此令執行期間擁有、轉移或取得任何槍支。

勾選所有適用選項：

被告應向郡法警交出其擁有的所有槍支和槍支許可證。

責令被告向郡法警交出呈請人附件 A 中所開列的任何槍支、其他武器或彈藥，以及被告人可能擁有的任何槍支許可證。

被告可向郡法警交出任何槍支、其他武器或彈藥。被告亦可將槍支、其他武器和彈藥交給被告提供的第三方，惟第三方應先遵從所有的請求條件，以取得保管許可證。被告必須交出並在此令下達後 24 小時內交出任何槍支、其他武器、彈藥或槍支許可證。若未及時交出任何槍支、其他武器、彈藥或任何其他槍支許可證，即視為違反此判決，並可能根據《統一槍支法案》(Uniform Firearms Act) 18 Pa. C.S.A. §6105 條定罪。

7. 交給郡法警的或轉交給持有許可證的槍支經銷商處的或轉交給按照本判決或臨時判決取得 23 Pa C.S.A §6108.3 條規定的保管許可證而滿足各程序和實際要求的第三方的任何槍支彈藥，在判決到期或虐待保護令呈請狀被撤銷時將歸還給被告。被告可保留這些槍支、其他武器和彈藥，條件是被告具備其他合法擁有這些歸還物的資格。

8. 按§6108 條准予以下附加救恤辦法: _____

9. 責令被告向以下人員支付臨時撫養費:
[受支付的撫養人的姓名]

如下所示: _____
(金額、頻率及撫養令的其他細則與條款)

This order for support shall remain in effect until a final order is entered by this court. However, this order shall lapse automatically if Plaintiff does not file a complaint for support with the Domestic Relations Section of the court within two weeks of the date of this order. The amount of this temporary order does not necessarily reflect Defendant's correct support obligation, which shall be determined in accordance with the guidelines at the support hearing. Any adjustments in the final amount of support shall be credited, retroactive to this date, to the appropriate party.

10. (a) The costs of this action are imposed on Defendant
OR

(b) Upon a showing of good cause or a finding that the Defendant is unable to pay, the costs of this action are waived.

(c) Because this order followed a contested proceeding, or a hearing at which the Defendant was not present, despite being served with a copy of the Petition for Protection from Abuse and notice of the date, time and place of the hearing, Defendant is ordered to pay an additional \$100 surcharge to the court, which shall be distributed in the manner set forth in 23 Pa. C.S.A §6106(d). The surcharge is payable to the Clerk of Family Court within sixty (60) days from the date of the Order.

11. Defendant shall pay \$_____ to Plaintiff by _____ as
(date)
compensation for Plaintiff's out-of-pocket losses, which are as follows:

An installment schedule may be ordered by the court:

OR
 Plaintiff is granted leave to present a petition, with appropriate notice to Defendant, to

(insert name of the Judge or court to which the petition should be presented)
requesting recovery of out-of-pocket losses. The Petition shall include an exhibit itemizing all claimed out-of-pocket losses, copies of all bills and estimates of repair, and an order scheduling a hearing. No fee shall be required by the prothonotary's office for the filing of this petition.

12. THIS ORDER SUPERSEDES ANY PRIOR PROTECTION FROM ABUSE ORDER.

13. All provisions of this order shall expire in _____
(days or months)

On _____
(date)

Or in three years on _____
(date)

在本庭下達最後判決之前，該撫養令將仍然有效。但是，若原告在下達本判令後的兩星期內未向本庭的家庭關係部提出撫養訴狀，則本判令將自動失效。臨時判決規定的金額未必反映被告的正確撫養義務，該義務應根據撫養聽證的標準裁定。對撫養費最後金額的任何調整都將追溯至今日退還給相關當事人。

10. (a) 由被告承擔本案費用
或

(b) 在有正當原因或發現被告無有支付能力時，免除本案費用。

(c) 鑑於本判決係繼頗具爭議程序之後方才做出，或繼被告未出席某一聽證之後方才做出 - 儘管被告已取得虐待保護令呈請狀之副本和聽證進行的日期、時間及地點的通知，特此責令被告支付本庭額外的 100 美元附加費，並按 23 Pa. C.S.A §6106(d) 條所規定的方式處理。被告應自本判令下達日起六十 (60) 日之內將附加費繳付給家庭分庭文書員。

11. 被告將於 _____ 支付給原告 _____ 美
(日期)

元，以賠償原告的現付金額損失，其中包括以下事項：

法庭可以判定一個分期付款時間表：

或
 准予原告以向被告出示正當通告之方式提出呈請狀，以

(插入應接收呈請狀的法官姓名或法庭名稱)
要求追償現付金額損失。該呈請狀應開列所有追賠現付金額損失的細目、所有帳單副本和預計修理費單，以及安排一次聽證的判決。對該呈請狀的提交，首席書記官辦公室不應收取任何費用。

12. 本判決可用以替代任何先前下達之虐待保護令。

13. 本判決的所有條款到期限為 _____
(月數或天數)

於 _____
(日期)

或於三年內的 _____
(日期)

NOTICE TO THE DEFENDANT

VIOLATION OF THIS ORDER MAY RESULT IN YOUR ARREST ON THE CHARGE OF INDIRECT CRIMINAL CONTEMPT WHICH IS PUNISHABLE BY A FINE OF UP TO \$1000 AND/OR A JAIL SENTENCE OF UP TO SIX MONTHS. 23 Pa C.S.A. § 6114. CONSENT OF PLAINTIFF TO DEFENDANT'S RETURN TO THE RESIDENCE SHALL NOT INVALIDATE THIS ORDER WHICH CAN ONLY BE CHANGED OR MODIFIED THROUGH THE FILING OF APPROPRIATE COURT PAPERS FOR THAT PURPOSE. 23 Pa C.S.A. § 6113.

VIOLATION MAY ALSO SUBJECT YOU TO PROSECUTION AND CRIMINAL PENALTIES UNDER THE PENNSYLVANIA CRIMES CODE. A VIOLATION OF THIS ORDER MAY RESULT IN THE REVOCATION OF THE SAFEKEEPING PERMIT, WHICH WILL REQUIRE THE IMMEDIATE RELINQUISHMENT OF YOUR FIREARMS, OTHER WEAPONS AND AMMUNITION TO THE SHERIFF.

THIS ORDER IS ENFORCEABLE IN ALL FIFTY (50) STATES, THE DISTRICT OF COLUMBIA, TRIBAL LANDS, U.S. TERRITORIES AND THE COMMONWEALTH OF PUERTO RICO UNDER THE VIOLENCE AGAINST WOMEN ACT, 18 U.S.C. §2265. IF YOU TRAVEL OUTSIDE OF THE STATE AND INTENTIONALLY VIOLATE THIS ORDER YOU MAY BE SUBJECT TO FEDERAL CRIMINAL PROCEEDINGS UNDER THAT ACT 18 U.S.C §§2261-2262. IF YOU POSSESS A FIREARM OR ANY AMMUNITION WHILE THIS ORDER IS IN EFFECT, YOU MAY BE CHARGED WITH A FEDERAL OFFENSE EVEN IF THIS PENNSYLVANIA ORDER DOES NOT EXPRESSLY PROHIBIT YOU FROM POSSESSING FIREARMS OR AMMUNITION. 18 U.S.C. §922 (g)(8).

被告須知

違反本判決可能招致您因違反間接藐視法庭罪而被逮捕，其處罰最高可達 1000 美元的罰款及/或最長可達 6 個月的監禁。法律依據見 23 Pa C.S.A. § 6114 條。原告同意被告返回住宅無法致使本判令失效，該判決唯有透過為此提出相關的法院文件才能進行變更或調整。法律依據見 23 Pa. C.S.A. §6113 條。

根據賓夕法尼亞州的刑法，該違反行為還會使您受到檢控和刑事懲罰。違反本判決可能會導致保管許可證的撤銷，進而要求您向郡法警立即交出您的槍支、其他武器和彈藥。

根據違反婦女法 18 U.S.C. §2265 條，本判決在所有 50 個州、哥倫比亞特區、部落領土、美國領土和波多黎各聯邦境內皆有執法效力。若您在本州外旅遊並蓄意違反本判決，您可能將按該法 18 U.S.C §§2261-2262 條受到聯邦刑事訴訟起訴。若您在本判決具有效力期間擁有槍支或其他武器，您可能會因聯邦罪而遭到指控，即使賓夕法尼亞法令並無明文規定您不能擁有槍支或武器。法律依據見 18 U.S.C. §922 (g)(8)條。

NOTICE TO SHERIFF, POLICE AND LAW ENFORCEMENT OFFICIALS

The police and sheriff who have jurisdiction over Plaintiff's residence OR any location where a violation of this order occurs OR where Defendant may be located, shall enforce this order. The court shall have jurisdiction over any indirect criminal contempt proceeding, either in the county where the violation occurred or where this protective order was entered. An Arrest for violation of paragraphs 1 through 7 of this order may be without warrant, based solely on probable cause, whether or not the violation is committed in the presence of the police or any sheriff. 23 Pa. C.S.A. §6113.

Subsequent to an arrest, and without the necessity of a warrant, the police officer or sheriff shall seize all firearms, other weapons and ammunition in Defendant's possession that were used or threatened to be used during the violation of the protection order or during prior incidents of abuse.

The _____
(insert the appropriate name or title)
shall maintain possession of the firearms, other weapons or ammunition until further order of the court.

When Defendant is placed under arrest for violation of the order, Defendant shall be taken to the appropriate authority or authorities before whom Defendant is to be arraigned. A "Complaint for Indirect Criminal Contempt"

shall then be completed and signed by the police officer, sheriff OR Plaintiff. Plaintiff's presence and signature are not required to file this complaint.

If sufficient grounds for violation of this order are alleged, Defendant shall be arraigned, bond set, if appropriate and both parties given notice of the date of hearing.

郡法警、警察和執法長官須知

凡對原告住宅或任何違反本判令或被告可能居住之處擁有管轄權之警察和郡法警，均應執行本判令。本庭將對間接藐視法庭罪訴訟案擁有管轄權，無論發生該違反行為的所在郡或發布保護令的所在地為何處。違反本判決書中的第 1 至 7 條將不需要逮捕令，僅根據可能的事發緣由，無論該違法行為是否在警察或任何郡法警面前發生，均可執行拘捕。法律依據見 23 Pa. C.S.A. §6113 條。

拘捕之後，警察或郡法警不需獲得搜索令便可沒收被告擁有的在違反保護令期間或在以前虐待事件期間使用的或威脅使用的所有槍支、其他武器和彈藥。

(插入適當的姓名或頭銜)

應保留所擁有的槍支、其他武器和彈藥，直到本庭下達下一步的判決。

當被告因違反判令而被逮捕時，被告應於傳訊前被帶至相關權力機構或多個權力機構接受審理。事後，警察、郡法警或原告應填寫并簽署「間接藐視法庭罪訴狀」。提出該訴狀不需要原告在場和簽名。

若有足夠證據證明被告違反本判令，被告應被傳訊、設保（若適用），且向雙方傳達聽證日期通知。

BY THE COURT/本庭此令:

Judge /法官

Date /日期

If entered pursuant to the consent of plaintiff and defendant/
若根據原告和被告一致同意的方式來處理：

(Plaintiff's signature/原告簽名)

(Defendant's Signature/被告簽名)

(Attorney for the Plaintiff/原告律師)

(Attorney for the Defendant/被告律師)

Signature/ 簽名

Signature/ 簽名

В СУДЕ ОБЩЕГРАЖДАНСКИХ ИСКОВ ОКРУГА ФИЛАДЕЛЬФИЯ
(IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY)

_____ : СУД ПО СЕМЕЙНЫМ ДЕЛАМ
Истец (Plaintiff) : (Family Division)
 :
 :
 : НОМЕР ДОСЬЕ ПРОИЗВОДСТВА ПО
 : ДЕЛУ (Docket No.) _____
 :
 :
 : По соглашению без признания
 : (By Agreement without Admission)
 : После слушания
 : (After Hearing)
 : За неявкой после вручения повестки
 : (By Default)

ЗАКЛЮЧИТЕЛЬНЫЙ СУДЕБНЫЙ ПРИКАЗ
(FINAL ORDER OF COURT)

Defendant's Name: _____

Имя ответчика: _____

Defendant's Date of Birth: _____

Дата рождения ответчика: _____

Defendant's Social Security Number: _____

Номер карточки социального обеспечения ответчика: _____

Names and Dates of Birth of All Protected Persons, including Plaintiff and minor children:

Имена и даты рождения всех лиц, чьи права защищены законом, включая истца и несовершеннолетних детей:

<u>Names</u>	<u>Dates of Birth</u>
_____	_____
_____	_____

<u>Имена</u>	<u>Даты рождения</u>
_____	_____
_____	_____

CHECK ALL THAT APPLY:

Plaintiff or Protected Person(s) is/are:

- spouse or former spouse of Defendant
- parent of a common child with Defendant
- current or former sexual or intimate partner with Defendant
- child of Plaintiff
- child of Defendant
- family member related by blood (consanguinity) to Defendant
- family member related by marriage or affinity to Defendant
- sibling (person who shares biological parenthood) of Defendant
- current or former cohabitant (person who lives with) Defendant

ОТМЕТЬТЕ ВСЕ, ЧТО ИМЕЕТ К ВАМ ОТНОШЕНИЕ

Истец или лицо (-а), чьи права защищены законом, является (-ются):

- супругой (-ом) или бывшей (-им) супругой (-ом) ответчика
- родителем общего ребенка с ответчиком
- настоящим или бывшим половым или интимным партнером / близким человеком ответчика
- ребенком истца
- ребенком ответчика
- членом семьи, имеющим кровное родство с ответчиком
- членом семьи, связанным с ответчиком узами брака или имеющим с ним родство через брак
- родным братом или сестрой (от одних биологических родителей) ответчика
- настоящим или бывшим сожителем (совместно проживающим) ответчика

Defendant was served in accordance with Pa. R.C.P. 1930.4 and provided notice of the time, date and location of the hearing scheduled in this matter.

В соответствии с правилами гражданского судопроизводства в штате Пенсильвания (Pa. R.C.P. 1930.4) ответчику была вручена повестка и предоставлено уведомление о времени, дате и месте проведения назначенного по данному делу слушания.

AND NOW, this ____ day of _____, 20__, the court having jurisdiction over the parties and the subject matter, it is ORDERED, ADJUDGED AND DECREED as follows:

Plaintiff's request for a final protection order is denied

OR

Plaintiff's request for a final protection order is granted

1. Defendant shall not abuse, stalk, harass, threaten or attempt to use physical force that would reasonably be expected to cause bodily injury to Plaintiff or any other protected person in any place where they might be found.

2. Defendant is completely evicted and excluded from the residence at _____

(non-confidential address from which defendant is excluded)

or any other residence where Plaintiff or any other person protected under this order may live. Exclusive possession of the residence is granted to Plaintiff. Defendant shall have no right or privilege to enter or be present on the premises of Plaintiff or any other person protected under this order.

On _____, *(date and time)*

Defendant may enter the residence to retrieve his/her clothing and other personal effects, provided that Defendant is in the company of a law enforcement officer or sheriff when such retrieval is made and

3. Except as provided in the paragraph addressing temporary custody set forth in this order, Defendant is prohibited from having ANY CONTACT with Plaintiff, either directly or indirectly, or any other person protected under this order at any location, including but not limited to any contact at Plaintiff's school, business, or place of employment. Defendant is specifically ordered to stay away from the following locations for the duration of this order:

4. Except as provided in the paragraph addressing temporary custody set forth in this order, Defendant shall not contact Plaintiff, or any other person protected under this order, by telephone or by any other means, including through third persons.

5. Temporary custody of the minor children, *(names and birthdates)*

shall be as follows: _____

THIS ORDER SUPERSEDES ANY PRIOR ORDER RELATING TO CUSTODY

ИТАК, сего ____ дня _____, 20__, суд, имеющий юрисдикцию над сторонами и предметом судебного разбирательства, настоящим ПРИКАЗАЛ, ВЫНЕС РЕШЕНИЕ И ПОСТАНОВИЛ следующее:

Ходатайство истца о заключительном охранном судебном приказе отклонить

ИЛИ

Ходатайство истца о заключительном охранном судебном приказе удовлетворить

1. Ответчик ни при каких обстоятельствах не должен (должна) оскорблять, преследовать, домогаться, угрожать или пытаться применить физическую силу, в результате применения которой возможно нанесение телесных повреждений истцу или любому другому лицу, чьи права защищены законом.

2. Ответчик подлежит окончательному выселению и лишается права на проживание по адресу _____ или по любому

(незасекреченный адрес проживания, которого лишается Ответчик)

другому адресу, где может проживать истец или иное лицо, чьи права находятся под защитой настоящего приказа. Исключительное право собственности на жилище предоставляется истцу. Ответчик не имеет права или привилегии входить или присутствовать на территории истца или иного лица, чьи права находятся под защитой настоящего приказа.

В _____, *(дата и время)*

ответчик может войти в жилище, чтобы забрать свою одежду и другие личные вещи, при условии, что ответчика в этот момент, когда он (она) будет забирать свои вещи будет сопровождать судебный исполнитель или шериф и _____

3. За исключением случаев, предусмотренных настоящим приказом суда в параграфе, где рассматриваются вопросы временной опеки, ответчику запрещается вступать в ЛЮБЫЕ КОНТАКТЫ с истцом, напрямую или косвенно, или же с любым другим лицом, чьи права находятся под защитой данного приказа, в любом месте, включая, но не ограничиваясь, любыми контактами в школе, компании или месте работы истца. В частности, ответчику конкретно приказано избегать появления в следующих местах на весь срок действия настоящего приказа:

4. За исключением случаев, предусмотренных настоящим приказом суда в параграфе, где рассматриваются вопросы временной опеки, ответчик не должен (должна) вступать в контакт с истцом или любым другим лицом, чьи права находятся под защитой настоящего приказа, по телефону, или любым другим способом, включая контакты через третьих лиц.

5. Вопрос назначения временной опеки над несовершеннолетними детьми *(имена и даты рождения)*

решается следующим образом: _____

ДАННЫЙ ПРИКАЗ ЗАМЕНЯЕТ СОБОЙ ЛЮБОЙ ДРУГОЙ СУЩЕСТВОВАВШИЙ РАНЕЕ ПРИКАЗ ПО ВОПРОСАМ ОПЕКИ

CUSTODY PETITION IS PENDING AND SCHEDULED FOR

date and time

6. Defendant is prohibited from possessing, transferring or acquiring any firearms for the duration of this order.

Check all that apply:

Defendant shall relinquish to the sheriff all firearms and firearm licenses owned or possessed by Defendant.

Defendant is directed to relinquish to the sheriff any firearm, other weapon or ammunition listed in Petitioner's Attachment A, and any firearms license Defendant may possess.

Defendant may relinquish any firearms, other weapons or ammunition to the sheriff. As an alternative, Defendant may relinquish firearms, other weapons and ammunition to a third party provided Defendant and the third party first comply with all the requirements to obtain a safekeeping permit. Defendant must relinquish any firearm, other weapon, ammunition or firearms license ordered to relinquish no later than 24 hours after service of this order. Failure to timely relinquish any firearm, other weapon, ammunition or any other firearm license shall result in a violation of this order and may result in criminal conviction under the Uniform Firearms Act, 18 Pa. C.S.A. §6105.

7. Any firearm delivered to the sheriff or transferred to a licensed firearm dealer, or a qualified third party who satisfies the procedural and substantive requirements to obtain a safekeeping permit issued under 23 Pa C.S.A §6108.3 pursuant to this order or the temporary order shall be returned to Defendant upon expiration of this order or dismissal of a Petition for Protection From Abuse Order. The Defendant may take custody of the firearms, other weapons and ammunition provided that the Defendant is otherwise eligible to lawfully possess the relinquished items.

8. The following additional relief is granted as authorized by §6108 of the Act: _____

9. Defendant is directed to pay temporary support for: _____
[names of the persons for whom support is to be paid]

as follows: _____

(amount, frequency and other terms and conditions of the Support Order)

This order for support shall remain in effect until a final order is entered by this court. However, this order shall lapse automatically if Plaintiff does not file a complaint for support with the Domestic Relations Section of the court within two weeks of the date of this order. The amount of this temporary order does not necessarily reflect

ХОДАТАЙСТВО О НАЗНАЧЕНИИ ОПЕКИ НАХОДИТСЯ В ПРОЦЕССЕ РАССМОТРЕНИЯ И НАЗНАЧЕНО НА:

дата и время

6. Ответчику запрещается хранить, передавать или приобретать огнестрельное оружие во время срока действия настоящего приказа.

Отметьте все, что применимо:

Ответчик должен (должна) сдать шерифу все принадлежащее ему (ей) или хранящееся у него (нее) огнестрельное оружие и лицензии на него.

Ответчику дано распоряжение сдать шерифу все огнестрельное и иное оружие или боеприпасы, перечисленные в Приложении А Ходатайства истца, а также принадлежащие ответчику лицензии на огнестрельное оружие, если таковые у него (нее) имеются.

Ответчик может сдать любое огнестрельное и иное оружие или боеприпасы шерифу. В качестве альтернативы ответчик может сдать огнестрельное и иное оружие, а также боеприпасы третьей стороне при условии, что ответчиком и третьей стороной соблюдены все основные требования к получению разрешения на хранение. Ответчик должен (должна) сдать назначенное к сдаче любое огнестрельное и иное оружие, боеприпасы или лицензии на огнестрельное оружие, не позднее, чем через 24 часа после вручения ему (ей) настоящего приказа. Несвоевременная сдача огнестрельного и иного оружия, боеприпасов или лицензии на огнестрельное оружие является нарушением настоящего приказа и может повлечь за собой осуждение в уголовном порядке в соответствии с Законом об огнестрельном оружии, Свод законодательных актов с примечаниями штата Пенсильвания (18 Pa. C.S.A. §6105).

7. Любое огнестрельное оружие, сданное шерифу или переданное лицензированному оружейному дилеру или уполномоченной третьей стороне, которая выполняет все существующие процессуальные требования Свода законодательных актов с примечаниями штата Пенсильвания (23 Pa C.S.A §6108.3) и по настоящему приказу или временному приказу имеет разрешение на хранение, возвращается ответчику по истечении срока действия настоящего приказа или отклонения Ходатайства о защите от жестокого обращения. Ответчик может вернуть в свое пользование огнестрельное и иное оружие, а также боеприпасы при условии, что он (она) не закону имеет право на владение сданными предметами.

8. Согласно §6108 Закона предоставляется следующее дополнительное средство защиты: _____

9. Ответчику дано распоряжение временно выплачивать алименты на: _____
[имена лиц, кому выплачиваются алименты]

следующим образом: _____

(сумма, периодичность и другие условия Приказа о выплате алиментов)

Настоящий Приказ о выплате алиментов остается в силе до издания данным судом заключительного приказа. Однако настоящий приказ автоматически становится недействительным, если истец не подает исковое прошение об алиментах в отделение по вопросам семейно-бытовых отношений данного суда (Domestic Relations Section) в течение двух недель от даты настоящего приказа. Сумма, указанная в настоящем временном приказе, не

Defendant's correct support obligation, which shall be determined in accordance with the guidelines at the support hearing. Any adjustments in the final amount of support shall be credited, retroactive to this date, to the appropriate party.

10. (a) The costs of this action are imposed on Defendant
OR

(b) Upon a showing of good cause or a finding that the Defendant is unable to pay, the costs of this action are waived.

(c) Because this order followed a contested proceeding, or a hearing at which the Defendant was not present, despite being served with a copy of the Petition for Protection from Abuse and notice of the date, time and place of the hearing, Defendant is ordered to pay an additional \$100 surcharge to the court, which shall be distributed in the manner set forth in 23 Pa. C.S.A §6106(d). The surcharge is payable to the Clerk of Family Court within sixty (60) days from the date of the Order.

11. Defendant shall pay \$_____ to Plaintiff by _____ as
compensation for Plaintiff's out-of-pocket losses, which are as
follows:
(date)

An installment schedule may be ordered by the court:

OR

Plaintiff is granted leave to present a petition, with appropriate notice to Defendant, to

(insert name of the Judge or court to which the petition should be presented)
requesting recovery of out-of-pocket losses. The Petition shall include an exhibit itemizing all claimed out-of-pocket losses, copies of all bills and estimates of repair, and an order scheduling a hearing. No fee shall be required by the prothonotary's office for the filing of this petition.

12. THIS ORDER SUPERSEDES ANY PRIOR PROTECTION FROM ABUSE ORDER.

13. All provisions of this order shall expire in

(days or months)
On _____
(date)
Or in three years on _____
(date)

обязательно отражает истинные обязательства ответчика по выплате алиментов, которые будут определены в соответствии с директивными указаниями на слушании по вопросу о выплате алиментов. Любые изменения окончательной суммы алиментов должны перечисляться соответствующей стороне и имеют обратную силу, начиная от даты настоящего приказа.

10. (a) Расходы по данному иску возлагаются на ответчика
ИЛИ

(b) При представлении достаточных фактических оснований или установления неплатежеспособности ответчика, оплата расходов по данному иску не взимается.

(c) В связи с тем, что после данного приказа было начато оспоренное судопроизводство или проводилось слушание, на котором ответчик не присутствовал, несмотря на вручение ему копии Ходатайства о защите от жестокого обращения и уведомления о дате, времени и месте проведения слушания, ответчику приказано выплатить \$100 в качестве дополнительного судебного сбора, который будет распределен согласно изложенному в Своде законодательных актов штата Пенсильвания с примечаниями (23 Pa. C.S.A §6106(d) порядку. Дополнительный сбор подлежит оплате Секретарю Суда по семейным делам в течение шестидесяти (60) дней от даты издания Приказа.

11. Ответчик должен (должна) выплатить истцу сумму в размере \$_____ до _____ в качестве компенсации за
(дата)
перечисленные ниже понесенные истцом издержки/расходы:

График выплат компенсации может быть установлен судом:

ИЛИ

Истец вправе заявить ходатайство с соответствующим уведомлением ответчику на имя

(оставьте имя судьи или суда, в который должно быть заявлено ходатайство)
с просьбой о возмещении понесенных истцом издержек/расходов. Ходатайство должно включать приложение, где по пунктам перечисляются все заявленные издержки/расходы, копии всех счетов и смет ремонта, а также приказ с графиком слушания дела. Регистрационная служба секретаря суда не требует никакой оплаты за подачу данного ходатайства.

12. ДАННЫЙ ПРИКАЗ ЗАМЕНЯЕТ СОБОЙ ЛЮБОЙ ДРУГОЙ ИЗДАННЫЙ РАНЕЕ ПРИКАЗ О ЗАЩИТЕ ОТ ЖЕСТОКОГО ОБРАЩЕНИЯ.

13. Все положения данного приказа теряют силу через

(дней или месяцев)
в _____
(дата)
или через три года _____
(дата)

NOTICE TO THE DEFENDANT

VIOLATION OF THIS ORDER MAY RESULT IN YOUR ARREST ON THE CHARGE OF INDIRECT CRIMINAL CONTEMPT WHICH IS PUNISHABLE BY A FINE OF UP TO \$1000 AND/OR A JAIL SENTENCE OF UP TO SIX MONTHS. 23 Pa C.S.A. § 6114. CONSENT OF PLAINTIFF TO DEFENDANT'S RETURN TO THE RESIDENCE SHALL NOT INVALIDATE THIS ORDER WHICH CAN ONLY BE CHANGED OR MODIFIED THROUGH THE FILING OF APPROPRIATE COURT PAPERS FOR THAT PURPOSE. 23 Pa C.S.A. § 6113.

VIOLATION MAY ALSO SUBJECT YOU TO PROSECUTION AND CRIMINAL PENALTIES UNDER THE PENNSYLVANIA CRIMES CODE. A VIOLATION OF THIS ORDER MAY RESULT IN THE REVOCATION OF THE SAFEKEEPING PERMIT, WHICH WILL REQUIRE THE IMMEDIATE RELINQUISHMENT OF YOUR FIREARMS, OTHER WEAPONS AND AMMUNITION TO THE SHERIFF.

THIS ORDER IS ENFORCEABLE IN ALL FIFTY (50) STATES, THE DISTRICT OF COLUMBIA, TRIBAL LANDS, U.S. TERRITORIES AND THE COMMONWEALTH OF PUERTO RICO UNDER THE VIOLENCE AGAINST WOMEN ACT, 18 U.S.C. §2265. IF YOU TRAVEL OUTSIDE OF THE STATE AND INTENTIONALLY VIOLATE THIS ORDER YOU MAY BE SUBJECT TO FEDERAL CRIMINAL PROCEEDINGS UNDER THAT ACT 18 U.S.C §§2261-2262. IF YOU POSSESS A FIREARM OR ANY AMMUNITION WHILE THIS ORDER IS IN EFFECT, YOU MAY BE CHARGED WITH A FEDERAL OFFENSE EVEN IF THIS PENNSYLVANIA ORDER DOES NOT EXPRESSLY PROHIBIT YOU FROM POSSESSING FIREARMS OR AMMUNITION. 18 U.S.C. §922 (g)(8).

УВЕДОМЛЕНИЕ ОТВЕТЧИКУ

НАРУШЕНИЕ ДАННОГО ПРИКАЗА МОЖЕТ ПОВЛЕЧЬ ЗА СОБОЙ ВАШ АРЕСТ ПО ОБВИНЕНИЮ В УГОЛОВНО НАКАЗУЕМОМ КОСВЕННОМ ОСКОРБЛЕНИИ СУДА, КОТОРОЕ КАРАЕТСЯ ШТРАФОМ В РАЗМЕРЕ ДО \$1000 ИЛИ ТЮРЕМНЫМ ЗАКЛЮЧЕНИЕМ НА СРОК ДО ШЕСТИ МЕСЯЦЕВ. 23 Pa C.S.A. § 6114. СОГЛАСИЕ ИСТЦА О ВОЗВРАЩЕНИИ ОТВЕТЧИКА В МЕСТО ЕГО (ЕЕ) ПОСТОЯННОГО ПРОЖИВАНИЯ НЕ ЛИШАЕТ ЮРИДИЧЕСКОЙ СИЛЫ ДАННЫЙ ПРИКАЗ, КОТОРЫЙ МОЖЕТ БЫТЬ ИЗМЕНЕН ТОЛЬКО ПУТЕМ ПОДАЧИ С ЭТОЙ ЦЕЛЬЮ СООТВЕТСТВУЮЩИХ СУДЕБНЫХ ДОКУМЕНТОВ. 23 Pa C.S.A. § 6113.

НАРУШЕНИЕ ТАКЖЕ МОЖЕТ ПОВЛЕЧЬ ЗА СОБОЙ УГОЛОВНОЕ ПРЕСЛЕДОВАНИЕ И УГОЛОВНОЕ НАКАЗАНИЕ НА ОСНОВАНИИ СТАТЕЙ УГОЛОВНОГО КОДЕКСА ШТАТА ПЕНСИЛЬВАНИЯ. НАРУШЕНИЕ НАСТОЯЩЕГО ПРИКАЗА МОЖЕТ ПОВЛЕЧЬ ЗА СОБОЙ ОТМЕНУ РАЗРЕШЕНИЯ НА ХРАНЕНИЕ, ЧТО ПОТРЕБУЕТ НЕМЕДЛЕННОЙ СДАЧИ ВАШЕГО ОГНЕСТРЕЛЬНОГО И ИНОГО ОРУЖИЯ И БОЕПРИПАСОВ ШЕРИФУ.

НАСТОЯЩИЙ ПРИКАЗ МОЖЕТ БЫТЬ ПРИНУДИТЕЛЬНО ОСУЩЕСТВЛЕН В СУДЕБНОМ ПОРЯДКЕ ВО ВСЕХ ПЯТИДЕСЯТИ (50) ШТАТАХ, ОКРУГЕ КОЛУМБИЯ, ПЛЕМЕННЫХ ЗЕМЛЯХ, ТЕРРИТОРИЯХ США И СОДРУЖЕСТВЕ ПУЭРТО-РИКО СОГЛАСНО ЗАКОНУ О ФИЗИЧЕСКОМ НАСИЛИИ ПРОТИВ ЖЕНЩИН, КОДЕКС ЗАКОНОВ США (18 U.S.C. §2265). ЕСЛИ ВЫ ВЫЕЗЖАЕТЕ ЗА ПРЕДЕЛЫ ШТАТА И НАМЕРЕННО НАРУШАЕТЕ НАСТОЯЩИЙ ПРИКАЗ, ПРОТИВ ВАС МОЖЕТ БЫТЬ ВОЗБУЖДЕНО ФЕДЕРАЛЬНОЕ УГОЛОВНОЕ ДЕЛО ПО ДАННОМУ ЗАКОНУ, КОДЕКС ЗАКОНОВ США (18 U.S.C §§2261-2262). ЕСЛИ ВЫ ХРАНИТЕ ОГНЕСТРЕЛЬНОЕ И ИНОЕ ОРУЖИЕ И БОЕПРИПАСЫ ВО ВРЕМЯ СРОКА ДЕЙСТВИЯ НАСТОЯЩЕГО ПРИКАЗА, ПРОТИВ ВАС МОЖЕТ БЫТЬ ВЫДВИНУТО ОБВИНЕНИЕ В ФЕДЕРАЛЬНОМ ПРАВОНАРУШЕНИИ, ДАЖЕ ЕСЛИ НАСТОЯЩИЙ ПРИКАЗ ШТАТА ПЕНСИЛЬВАНИЯ В ПРЯМОЙ ФОРМЕ НЕ ЗАПРЕЩАЕТ ВАМ ХРАНИТЬ ОГНЕСТРЕЛЬНОЕ ОРУЖИЕ ИЛИ БОЕПРИПАСЫ. 18 U.S.C. §922 (g)(8).

NOTICE TO SHERIFF, POLICE AND LAW ENFORCEMENT OFFICIALS

The police and sheriff who have jurisdiction over Plaintiff's residence OR any location where a violation of this order occurs OR where Defendant may be located, shall enforce this order. The court shall have jurisdiction over any indirect criminal contempt proceeding, either in the county where the violation occurred or where this protective order was entered. An Arrest for violation of paragraphs 1 through 7 of this order may be without warrant, based solely on probable cause, whether or not the violation is committed in the presence of the police or any sheriff. 23 Pa. C.S.A. §6113.

Subsequent to an arrest, and without the necessity of a warrant, the police officer or sheriff shall seize all firearms, other weapons and ammunition in Defendant's possession that were used or threatened to be used during the violation of the protection order or during prior incidents of abuse.

The _____

(insert the appropriate name or title)

shall maintain possession of the firearms, other weapons or ammunition until further order of the court.

When Defendant is placed under arrest for violation of the order, Defendant shall be taken to the appropriate authority or authorities before whom Defendant is to be arraigned. A "Complaint for Indirect Criminal Contempt" shall then be completed and signed by the police officer, sheriff OR Plaintiff. Plaintiff's presence and signature are not required to file this complaint.

If sufficient grounds for violation of this order are alleged, Defendant shall be arraigned, bond set, if appropriate and both parties given notice of the date of hearing.

УВЕДОМЛЕНИЕ ШЕРИФУ И СОТРУДНИКАМ ПОЛИЦИИ И ПРАВООХРАНИТЕЛЬНЫХ ОРГАНОВ

Настоящий приказ приводится в исполнение полицией и шерифом, которые обладают юрисдикцией над местом постоянного проживания истца; ИЛИ любым местом, где происходит нарушение настоящего приказа, ИЛИ местом, где может находиться ответчик. Суд обладает юрисдикцией над любым судопроизводством уголовно наказуемого косвенного оскорбления суда, как в округе, где произошло нарушение, так и там, где был издан настоящий охранный судебный приказ. Арест за нарушение параграфов с 1 по 7 данного приказа может быть произведен без ордера исключительно при наличии правдоподобного основания, независимо от того, было ли нарушение совершено в присутствии полиции или шерифа. 23 Pa. C.S.A. §6113.

После ареста, без необходимости предъявления ордера, полицейский или шериф налагает арест на все принадлежащее ответчику огнестрельное и иное оружие, а также боеприпасы, которые находятся у ответчика и применялись им (ею) или использовались в качестве угрозы во время нарушения охранного судебного приказа или во время ранее имевших место случаев жестокого обращения.

(ставьте соответствующее имя или форму обращения)

должен (должна) сохранять право собственности на огнестрельное и иное оружие, а также боеприпасы до дальнейшего распоряжения суда.

После произведения ареста ответчика за нарушение настоящего приказа, ответчик должен (должна) быть доставлен (а) в соответствующий орган или органы власти, где ему (ей) должно быть предъявлено обвинение. После этого должна быть оформлена "Жалоба на уголовно наказуемое косвенное оскорбление суда", которая должна быть подписана полицейским, шерифом ИЛИ истцом. Для подачи данной жалобы присутствие и подпись истца не являются необходимыми.

Если есть достаточные основания предполагать, что настоящий приказ был нарушен, то ответчику должно быть предъявлено обвинение, назначена мера пресечения, если в этом есть необходимость, и обе стороны должны получить уведомление о дате слушания.

BY THE COURT/ ОТ СУДА:

Judge / Судья

Date / Дата

If entered pursuant to the consent of plaintiff and defendant/
Если подано с согласия истца и ответчика:

(Plaintiff's signature/Подпись истца)

(Defendant's Signature/Подпись ответчика)

(Attorney for the Plaintiff/Адвоката истца)
Signature/Подпись

(Attorney for the Defendant/Адвокат ответчика)
Signature/Подпись

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
(EN EL TRIBUNAL DE PRIMERA INSTANCIA DEL CONDADO DE FILADELFA)

Plaintiff (*Demandante*)

vs.

Defendant (*Demandado/a*)

: FAMILY DIVISION
: (*DIVISION DE LA CORTE DE FAMILIA*)

: Docket No. (*Caso Núm.*): _____

: By Agreement Without Admission
: (*Por acuerdo, sin admisión de culpa*)

: After a Hearing
: (*Después de una audiencia*)

: By Default
: (*Por falta de comparecencia*)

FINAL ORDER OF COURT

Defendant's Name: _____

Defendant's Date of Birth: _____

Defendant's Social Security: _____

Names and Dates of Birth of all Protected Persons,
including Plaintiff and minor children:

<u>Names</u>	<u>Dates of Birth</u>
_____	_____
_____	_____
_____	_____

CHECK ALL THAT APPLY:

Plaintiff or Protected Person(s) is/are:

- spouse or former spouse of Defendant
- parent of a common child with Defendant
- current or former sexual or intimate partner with Defendant
- child of Plaintiff
- child of Defendant
- family member related by blood (consanguinity) to Defendant
- family member related by marriage or affinity to Defendant
- sibling (person who shares biological parenthood) of Defendant
- current or former cohabitant (person who lives with) of Defendant

Defendant was served in accordance with Pa. R.C.P. §1930.4 and provided notice of the time, date and location of the hearing scheduled in this matter.

ORDEN FINAL DEL TRIBUNAL

Nombre del(de la) Demandado(a): _____

Fecha de nacimiento del(de la) Demandado(a): _____

Seguro Social del(de la) Demandado(a): _____

Nombres y fechas de nacimiento de todas las personas protegidas,
incluyendo el(la) Demandante y niños menores:

<u>Nombres</u>	<u>Fechas de nacimiento</u>
_____	_____
_____	_____
_____	_____

MARQUE TODOS LOS QUE APLIQUEN:

El(la) Demandante o persona(s) protegida(s) es(son):

- cónyuge o ex-cónyuge del(de la) Demandado(a)
- padre(madre) de un hijo(a) en común con el(la) Demandado(a)
- pareja o ex-pareja sexual o íntima del(de la) Demandado(a)
- hijo(a) del(de la) Demandante
- hijo(a) del(de la) Demandado(a)
- familiar con parentesco sanguíneo (consanguinidad) del(de la) Demandado(a)
- familiar por parentesco político del(de la) Demandado(a)
- hermano(a) (persona que comparte padres biológicos o naturales) con el(la) Demandado(a)
- cohabitante (persona que vive con) o ex-cohabitante del(de la) Demandado(a)

El(la) Demandado(a) fue emplazado(a) de acuerdo con Pa. R.C.P. §1930.4 y recibió aviso de la hora, fecha y lugar de la audiencia programada para este caso.

AND NOW, this _____ day of _____, 20____, the court having jurisdiction over the parties and the subject matter, it is ORDERED, ADJUGED AND DECREED as follows:

Plaintiff's request for a final protection order is denied

OR

Plaintiff's request for a final protection order is granted

1. Defendant shall not abuse, stalk, harass, threaten or attempt to use physical force that would reasonably be expected to cause bodily injury to Plaintiff or any other protected person in any place where they might be found.

2. Defendant is completely evicted and excluded from the residence at:

(non-confidential address from which Defendant is excluded)

or any other residence where Plaintiff or any other person protected under this order may live. Exclusive possession of the residence is granted to Plaintiff. Defendant shall have no right or privilege to enter or be present on the premises of Plaintiff or any other person protected under this order.

On _____, _____
(date and time)

Defendant may enter the residence to retrieve his/her clothing and other personal effects, provided that Defendant is in the company of a law enforcement officer or sheriff when such retrieval is made and

HOY, _____ de _____ del 20____, teniendo el tribunal jurisdicción sobre las partes y el asunto a tratar, se ORDENA, FALLA Y DECRETA lo siguiente:

La petición del(de la) Demandante para una orden final de protección es denegada

O

La petición del(de la) Demandante para una orden final de protección es otorgada

1. El(la) Demandado(a) no maltratará, acosará, hostigará, amenazará o intentará usar fuerza física, que razonablemente pueda causar daño corporal al(a la) Demandante, o a cualquier otra persona protegida en cualquier lugar donde se encuentre.

2. El(la) Demandado(a) queda desalojado y excluido de la residencia ubicada en:

(dirección no confidencial de la cual se excluye al(a la) Demandado(a))

o cualquier otra residencia donde viva el(la) Demandante o cualquier otra persona protegida por esta orden. Se le otorga posesión exclusiva de la residencia al(a la) Demandante. El (la) Demandado(a) no tendrá ningún derecho o privilegio de entrar o estar presente en el domicilio del(de la) Demandante o cualquier otra persona protegida por esta orden.

El _____, _____
(fecha y hora)

el(la) Demandado(a) podrá entrar a la residencia para recoger su ropa y otros artículos personales, siempre y cuando el(la) Demandado(a) vaya acompañado(a) por la policía o algún alguacil al momento de recobrar sus pertenencias y

3. Except as provided in the paragraph addressing temporary custody set forth in this order, Defendant is prohibited from having ANY CONTACT with Plaintiff, either directly or indirectly, or any other person protected under this order at any location, including but not limited to any contact at Plaintiff's school, business, or place of employment. Defendant is specifically ordered to stay away from the following locations for the duration of this order:

3. Excepto lo dispuesto en el párrafo referente a la custodia temporal estipulado en esta orden, se le prohíbe al(a la) Demandado(a) tener NINGUN CONTACTO con el(la) Demandante, ya sea directa o indirectamente, o con cualquier otra persona protegida por esta orden en cualquier lugar, inclusive, pero sin limitarse a cualquier contacto en la escuela, negocio o lugar de empleo del(de la) Demandante. Se le ordena específicamente al(a la) Demandado(a) mantenerse alejado(a) de los siguientes lugares durante la vigencia de esta orden:

4. Except as provided in the paragraph addressing temporary custody set forth in this order, Defendant shall not contact Plaintiff, or any other person protected under this order, by telephone or by any other means, including through third persons.

4. Excepto lo dispuesto en el párrafo referente a la custodia temporal estipulado en esta orden, el(la) Demandado(a) no contactará al(a la) Demandante, o a cualquier otra persona protegida por esta orden, por teléfono o por ningún otro medio, inclusive a través de terceras personas.

5. Temporary custody of the minor children (names and birthdates) shall be as follows:

5. La custodia temporal de los menores (nombres y fechas de nacimiento) será como sigue:

THIS ORDER SUPERSEDES ANY PRIOR ORDER RELATING TO CUSTODY

ESTA ORDEN REEMPLAZA CUALQUIER OTRA ORDEN ANTERIOR RESPECTO A LA CUSTODIA

CUSTODY PETITION IS PENDING AND SCHEDULED FOR:

HAY UNA SOLICITUD DE CUSTODIA PENDIENTE Y PROGRAMADA PARA EL:

(date and time)

(fecha y hora)

6. Defendant is prohibited from possessing, transferring or acquiring any firearms for the duration of this order.

6. Se le prohíbe al(a la) Demandado(a) poseer, transferir o adquirir cualquier tipo de armas de fuego durante la vigencia de esta orden.

CHECK ALL THAT APPLY:

MARQUE TODOS LOS QUE APLIQUEN:

Defendant shall relinquish to the sheriff all firearms and firearm licenses owned or possessed by Defendant.

El(la) Demandado(a) consignará al alguacil todas las armas de fuego y permisos de los que sea dueño o que estén en posesión del(de la) Demandado(a).

Defendant is directed to relinquish to the sheriff any firearm, other weapon or ammunition listed in Petitioner's Attachment A, and any firearms license Defendant may possess.

Se le ordena al(a la) Demandado(a) consignar al alguacil cualquier arma de fuego, otra arma o municiones que aparezcan listadas en el Anexo A, y cualquier permiso para armas de fuego que posea el(la) Demandado(a).

Defendant may relinquish any firearms, other weapons or ammunition to the sheriff. As an alternative, Defendant may relinquish firearms, other weapons and ammunition to a third party provided Defendant and the third party first comply with all the requirements to obtain a safekeeping permit. Defendant must relinquish any firearm, other weapon, and ammunition or firearms license ordered to be relinquished no later than 24 hours after service of this order. Failure to timely relinquish any firearm, other weapon, ammunition or any other firearm license shall result in a violation of this order and may result in criminal conviction under the Uniform Firearms Act, 18 Pa. C.S.A. §6105.

7. Any firearm delivered to the sheriff or transferred to a licensed firearm dealer, or a qualified third party who satisfies the procedural and substantive requirements to obtain a safekeeping permit issued under 23 Pa C.S.A. §6108.3 pursuant to this order or the temporary order shall be returned to Defendant upon expiration of this order or dismissal of a Petition for Protection from Abuse Order. The Defendant may take custody of the firearms, other weapons and ammunition provided that the Defendant is otherwise eligible to lawfully possess the relinquished items.

8. The following additional relief is granted as authorized by §6108 of the Act:

9. Defendant is directed to pay temporary support for:
(names of the persons for whom support is to be paid)

as follows: _____

(amount, frequency and other terms and conditions of the support order)

El(la) Demandado(a) podrá consignar cualquier arma de fuego, otras armas o municiones al alguacil. En su alternativa el(la) Demandado(a) podrá consignar armas de fuego, otras armas y municiones a una tercera parte, siempre y cuando el(la) Demandado(a) y la tercera parte cumplan primero con todos los requisitos para obtener un permiso de guardar. El(la) Demandado(a) deberá consignar cualquier arma de fuego, otras armas, municiones o permiso de armas de fuego que se le haya ordenado consignar en un plazo no mayor de 24 horas después de haber sido emplazado con esta orden. El no consignar a tiempo cualquier arma de fuego, otra arma, municiones o cualquier otro permiso de armas de fuego resultará en una violación de esta orden y podría resultar en una sentencia criminal conforme a la Ley Uniforme de Armas de Fuego, 18 Pa. C.S.A. §6105.

7. Cualquier arma de fuego entregada al alguacil o transferida a un distribuidor autorizado de armas de fuego o a una tercera parte que satisfaga los requisitos sustantivos y de procedimiento para obtener un permiso de guardar expedido al amparo de 23 Pa C.S.A. §6108.3 en lo referente a esta orden o la orden temporal será devuelta al(a) Demandado(a) al vencimiento de esta orden o dimisión de una Petición para una Orden de Protección Contra el Maltrato. El(la) Demandado(a) podrá recobrar posesión de las armas de fuego, otras armas y municiones, siempre y cuando el(la) Demandado(a) sea de otra forma elegible para poseer legalmente los artículos consignados.

8. Se otorgan los siguientes desagravios adicionales según lo dispuesto por la §6108 de la ley:

9. Se le ordena al(a) Demandado(a) pagar manutención temporal para *(nombres de las personas sujetas a manutención)*:

de la siguiente manera: _____

(cantidad, frecuencia y otros términos y condiciones de la orden de manutención)

This order for support shall remain in effect until a final order is entered by this court. However, this order shall lapse automatically if Plaintiff does not file a complaint for support with the Domestic Relations Section of the court within two weeks of the date of this order. The amount of this temporary order does not necessarily reflect Defendant's correct support obligation, which shall be determined in accordance with the guidelines at the support hearing. Any adjustments in the final amount of support shall be credited, retroactive to this date, to the appropriate party.

Esta orden de manutención permanecerá vigente hasta que la corte dicte una orden final. Sin embargo, esta orden caducará automáticamente si el(la) Demandante no radica una querrela de manutención en la sección de Relaciones Domésticas de la corte en un plazo de dos semanas a partir de la fecha de esta orden. La cantidad de esta orden temporal no refleja necesariamente la cantidad correcta de manutención que el(la) Demandado(a) debe pagar, la cual será determinada de acuerdo a las guías de cálculo en la audiencia de manutención. Cualquier ajuste a la cantidad final de manutención será acreditado, retroactivamente a esta fecha, a la parte correspondiente.

10. (a) The costs of this action are imposed on Defendant

10. (a) Se le imponen al(a la) Demandado(a) los costos de este litigio.

OR

O

(b) Upon a showing of good cause or a finding that the Defendant is unable to pay, the costs of this action are waived.

(b) Habiéndose demostrado por causa justificada o determinando que el(la) Demandado(a) no puede pagar, se eximen los costos de este litigio.

(c) Because this order followed a contested proceeding, or a hearing at which the Defendant was not present, despite being served with a copy of the Petition for Protection from Abuse and notice of the date, time and place of the hearing, Defendant is ordered to pay an additional \$100 surcharge to the court, which shall be distributed in the manner set forth in 23 Pa. C.S.A §6106(d). The surcharge is payable to the Clerk of Family Court within sixty (60) days from the date of the order.

(c) Dado que esta orden surgió de un litigio disputado, o de una audiencia en la cual el(la) Demandado(a) no estuvo presente, a pesar de haber sido emplazado(a) con una copia de la Petición de Protección Contra el Maltrato y notificación de la fecha, hora y lugar de la audiencia, se le ordena al(a la) Demandado(a) pagar un recargo adicional de \$100 al tribunal, el cual será distribuido según lo dispuesto en 23 Pa. C.S.A §6106(d). El recargo adicional será pagadero al Secretario de la Corte de Familia dentro de un plazo de sesenta (60) días a partir de la fecha de la orden.

11. Defendant shall pay \$ _____ to Plaintiff by _____ as compensation for Plaintiff's out of pocket losses, which are as follows:

11. El(la) Demandado(a) deberá pagarle \$ _____ al (a la) Demandante en o antes de _____ como compensación por las siguientes pérdidas incidentales incurridas por el(la) Demandante:

An installment schedule may be ordered by the court:

El tribunal puede ordenar un plan de pagos a plazos:

OR

O

Plaintiff is granted leave to present a petition, with appropriate notice to Defendant, to

Se le otorga permiso al(a la) Demandante para presentar una petición con la debida notificación al (a la) Demandado(a), a

(name of the Judge or court to which the petition should be presented)

(nombre del Juez o de la corte donde se habrá de presentar la petición)

requesting recovery of out-of-pocket losses. The petition shall include an exhibit itemizing all claimed out-of-pocket losses, copies of all bills and estimates of repair, and an order scheduling a hearing. No fee shall be required by the prothonotary's office for the filing of this petition.

12. THIS ORDER SUPERSEDES ANY PRIOR PROTECTION FROM ABUSE ORDER.

13. All provisions of this order shall expire in

_____ (days or months) (date)

or in three years on _____ (date)

solicitando reembolso por pérdidas incidentales. La petición deberá incluir una prueba desglosando todas las pérdidas incidentales reclamadas, copias de todas las facturas y estimado de reparación y una orden programando una audiencia. La oficina del prothonotario no cobrará cargo alguno por el trámite de esta petición.

12. ESTA ORDEN REEMPLAZA CUALQUIER ORDEN PREVIA DE PROTECCION CONTRA EL MALTRATO

13. Todas las disposiciones de esta orden se vencen en

_____ (días o meses) (fecha)

o dentro de tres años en _____ (fecha)

NOTICE TO DEFENDANT

VIOLATION OF THIS ORDER MAY RESULT IN YOUR ARREST ON THE CHARGE OF INDIRECT CRIMINAL CONTEMPT WHICH IS PUNISHABLE BY A FINE OF UP TO \$1000 AND/OR A JAIL SENTENCE OF UP TO SIX MONTHS, 23 Pa C.S.A. §6114. CONSENT OF PLAINTIFF TO DEFENDANT'S RETURN TO THE RESIDENCE SHALL NOT INVALIDATE THIS ORDER WHICH CAN ONLY BE CHANGED OR MODIFIED THROUGH THE FILING OF APPROPRIATE COURT PAPERS FOR THAT PURPOSE, 23 Pa C.S.A. §6108(g).

VIOLATION MAY ALSO SUBJECT YOU TO PROSECUTION AND CRIMINAL PENALTIES UNDER THE PENNSYLVANIA CRIMES CODE. A VIOLATION OF THIS ORDER MAY RESULT IN THE REVOCATION OF THE SAFEKEEPING PERMIT, WHICH WILL REQUIRE THE IMMEDIATE RELINQUISHMENT OF YOUR FIREARMS, OTHER WEAPONS AND AMMUNITION TO THE SHERIFF.

THIS ORDER IS ENFORCEABLE IN ALL FIFTY (50) STATES, THE DISTRICT OF COLUMBIA, TRIBAL LANDS, U.S. TERRITORIES AND THE COMMONWEALTH OF PUERTO RICO UNDER THE VIOLENCE AGAINST WOMEN ACT, 18 U.S.C. §2265. IF YOU TRAVEL OUTSIDE THE STATE AND INTENTIONALLY VIOLATE THIS ORDER, YOU MAY BE SUBJECT TO FEDERAL CRIMINAL PROCEEDINGS UNDER THAT ACT, 18 U.S.C. §§2261-2262. IF YOU POSSESS A FIREARM OR ANY AMMUNITION WHILE THIS ORDER IS IN EFFECT, YOU MAY BE CHARGED WITH A FEDERAL OFFENSE EVEN IF THIS PENNSYLVANIA ORDER DOES NOT EXPRESSLY PROHIBIT YOU FROM POSSESSING FIREARMS OR AMMUNITION, 18 U.S.C. §922(g)(8).

AVISO A LA PARTE DEMANDADA

UNA VIOLACION DE ESTA ORDEN PODRIA RESULTAR EN SU ARRESTO BAJO EL CARGO DE DESACATO CRIMINAL INDIRECTO EL CUAL ES PUNIBLE CON UNA MULTA DE HASTA \$1,000 O UNA SENTENCIA DE HASTA SEIS (6) MESES DE CARCEL O AMBAS, 23 Pa C.S.A. §6114. EL CONSENTIMIENTO DEL (DE LA) DEMANDANTE PARA QUE EL(LA) DEMANDADO(A) REGRESE A LA RESIDENCIA NO INVALIDARA ESTA ORDEN, LA CUAL SOLAMENTE PUEDE SER CAMBIADA O ENMENDADA POR MEDIO DE LA RADICACION DE LOS PAPELES DE CORTE CORRESPONDIENTES PARA DICHO PROPOSITO, 23 Pa C.S.A. §6108(g).

UNA VIOLACION TAMBIEN PODRIA SOMETERLE A ENJUICIAMIENTO Y PENALIDADES CRIMINALES SEGUN EL CODIGO PENAL DE PENNSYLVANIA. UNA VIOLACION DE ESTA ORDEN PODRIA RESULTAR EN LA REVOCACION DEL PERMISO DE GUARDAR, LO CUAL REQUERIRA LA RENDICION INMEDIATA DE SUS ARMAS DE FUEGO OTRAS ARMAS Y MUNICIONES AL ALGUACIL.

ESTA ORDEN PUEDE HACERSE CUMPLIR EN LA TOTALIDAD DE LOS CINCUENTA (50) ESTADOS, EL DISTRITO DE COLUMBIA, TIERRAS TRIBALES, LOS TERRITORIOS DE LOS EE.UU. Y EL ESTADO LIBRE ASOCIADO DE PUERTO RICO, BAJO LA LEY DE VIOLENCIA CONTRA LA MUJER, 18 U.S.C. §2265. SI USTED VIAJA FUERA DEL ESTADO E INTENCIONALMENTE VIOLA ESTA ORDEN, USTED PODRIA SER SOMETIDO A ENJUICIAMIENTO CRIMINAL FEDERAL BAJO DICHA LEY, 18 U.S.C. §§2261-2262. SI USTED POSEE UN ARMA DE FUEGO O MUNICIONES DURANTE LA VIGENCIA DE ESTA ORDEN, USTED PODRIA SER ENCAUSADO CON UN DELITO FEDERAL AUNQUE ESTA ORDEN DE PENNSYLVANIA NO LE PROHIBA EXPRESAMENTE POSEER ARMAS DE FUEGO O MUNICIONES, 18 U.S.C. §922(g)(8).

NOTICE TO SHERIFF, POLICE AND LAW ENFORCEMENT OFFICIALS

The police and sheriff who have jurisdiction over Plaintiff's residence OR any location where a violation of this order occurs OR where Defendant may be located, shall enforce this order. The court shall have jurisdiction over any indirect criminal contempt proceeding, either in the county where the violation occurred or where this protective order was entered. An arrest for violation of paragraphs 1 through 7 of this order may be without warrant, based solely on probable cause, whether or not the violation is committed in the presence of the police or any sheriff. 23 Pa. C.S.A. §6113.

Subsequent to an arrest, and without the necessity of a warrant, the police officer or sheriff shall seize all firearms, other weapons and ammunition in Defendant's possession that were used or threatened to be used during the violation of the protection order or during prior incidents of abuse.

The _____

(Insert the appropriate name or title)

shall maintain possession of the firearms, other weapons or ammunition until further order of the court.

When Defendant is placed under arrest for violation of the order, Defendant shall be taken to the appropriate authority or authorities before whom Defendant is to be arraigned. A "Complaint for Indirect Criminal Contempt" shall then be completed and signed by the police officer, sheriff OR Plaintiff. Plaintiff's presence and signature are not required to file this complaint.

If sufficient grounds for violation of this order are alleged, Defendant shall be arraigned, bond set, if appropriate and both parties given notice of the date of hearing.

AVISO AL ALGUACIL, LA POLICIA Y AGENTES DEL ORDEN PÚBLICO

La policía y el alguacil que tengan jurisdicción sobre la residencia de la parte Demandante, o cualquier lugar donde ocurra una violación de esta orden, o donde se encuentre la parte Demandada, harán cumplir esta orden. La corte tendrá jurisdicción sobre cualquier procedimiento por desacato criminal indirecto, tanto en el condado donde ocurrió una violación como en el que se decretó esta orden de protección. Un arresto por violación de los párrafos 1 al 7 de esta orden puede ser efectuado sin orden de arresto, basándose únicamente en causa probable, ocurra o no la violación en presencia de la policía o el alguacil, 23 Pa C.S.A. §6113.

Después del arresto, y sin necesidad de una orden de arresto, el oficial de policía o el alguacil confiscará todas las armas de fuego, otras armas y municiones que la parte Demandada tenga en su posesión que se hayan usado o amenazado con usar durante la violación de la orden de protección o durante previos incidentes de maltrato.

El (La) _____

(Escriba el nombre o título apropiado)

mantendrá posesión de las armas de fuego, otras armas o municiones hasta nueva orden de la corte.

Cuando la parte Demandada es puesta bajo arresto por violación de la orden, la parte Demandada será llevada ante la autoridad o las autoridades correspondientes ante las cuales la parte Demandada será informada de los cargos. Una "Querrela por Desacato Criminal Indirecto" será llenada y firmada por el oficial de policía, el alguacil o la parte Demandante. La presencia y firma de la parte Demandante no son necesarias para presentar la querrela.

Si hay suficientes alegaciones fundamentadas para la violación de esta orden, la parte Demandada será informada de los cargos, se impondrá fianza, si es apropiado, y se emplazará a ambas partes para la fecha de la audiencia.

BY THE COURT, / POR LA CORTE,

Judge / Juez

Date / Fecha

If entered pursuant to the consent of Plaintiff and Defendant:

(Si dictada conforme al consentimiento del(de la) Demandante y el(la) Demandado(a):

Plaintiff's signature *(Firma del(de la) Demandante)*

Defendant's signature *(Firma del(de la) Demandado(a))*

Attorney for the Plaintiff's signature
(Firma del abogado del Demandante)

Attorney for the Defendant's signature
(Firma del abogado del(de la) Demandado(a))