



**Judicial Council of California**  
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

455 Golden Gate Avenue • San Francisco, California 94102-3688  
Telephone 415-865-7960 • Fax 415-865-4325 • TDD 415-865-4272

RONALD M. GEORGE  
*Chief Justice of California*  
*Chair of the Judicial Council*

WILLIAM C. VICKREY  
*Administrative Director of the Courts*

RONALD G. OVERHOLT  
*Chief Deputy Director*

CHRISTINE M. HANSEN  
*Director, Finance Division*

**TO:** POTENTIAL BIDDERS

**FROM:** Administrative Office of the Courts  
Finance Division

**DATE:** March 7, 2006

**SUBJECT/PURPOSE OF MEMO:** REQUEST FOR PROPOSALS  
Judicial Council Forms Translation Project

**ACTION REQUIRED:** You are invited to review and respond to the attached Request for Proposals (“RFP”):  
Translation Services Project  
RFP Number: CFCC-0306

**DEADLINE:** **Proposals must be received by 1:00 p.m. on Thursday, March 9, 2006.**  
**DUE TO THE SHORT TIMEFRAMES IN THIS RFP, THERE WILL BE NO EXTENSIONS OF THE DUE DATE.**

**SUBMISSION OF PROPOSAL:** Hard Copy Proposals may be delivered to:  
**Judicial Council of California**  
**Administrative Office of the Courts**  
**Attn: Nadine McFadden – CFCC-0306**  
**455 Golden Gate Avenue**  
**San Francisco, CA 94102, or**  
**Proposals may be submitted via e-mail to:**  
[solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov) using RFP#CFCC-0306 in the subject line

1. The purpose of this RFP is to find qualified suppliers that can complete the translations of 14 forms from English to Spanish, Chinese, Korean, and Vietnamese by March 27, 2006.
2. Preference will be given to bidders that can perform the translations in all four languages however, bidders that can perform translations in only one language are encouraged to participate in this RFP.
3. Bidder's proposals will be evaluated based on the following criteria in descending order of importance:
  - A. Ability to complete the work by March 27, 2006
  - B. Company Experience
  - C. Pricing
4. Contracts with successful firms will be signed by the parties on a State of California Standard Agreement form and will include the terms in Attachment A – Sample Contract – RFP#CFCC0306.
5. The following 14 English language forms are posted along with this RFP as Attachment B and are to be downloaded and viewed. The successful bidder will be awarded a contract to translate each form into Spanish, Chinese, Korean, and Vietnamese.
  1. DV-100, *Request for Order*
  2. DV-110, *Temporary Restraining Order and Notice of Hearing (CLETS—TRO)*
  3. DV-126-INFO, *How to Reissue a Temporary Restraining Order*
  4. DV-130, *Restraining Order After Hearing (CLETS—OAH)*
  5. DV-170, *Other Orders*
  6. DV-210- INFO, *What is "Proof of Service"?*
  7. DV-260, *Confidential CLETS Information*
  8. DV-500-INFO, *Can a Domestic Violence Restraining Order Help Me?*
  9. DV-510-INFO, *I Filled Out the Forms—What Now?*
  10. DV-520-INFO, *Get Ready for Your Hearing (For Protected Person)*
  11. DV-530-INFO, *How to Enforce Your Order*
  12. DV-540-INFO, *Information for the Restrained Person*
  13. DV-550-INFO, *Get Ready for Your Hearing (For Restrained Person)*
  14. DV-720-INFO, *How Do I Ask the Court to Renew My Restraining Order?*
6. The current Spanish, Chinese, Korean, and Vietnamese version of these forms can be viewed online. Go to <http://www.courtinfo.ca.gov/cgi-bin/forms.cgi> then select "Domestic Violence Prevention – [*Spanish, Chinese, Korean, Vietnamese*]" in the drop-down box and select the applicable form by the form number. The form numbers are appended with an "S" for Spanish, "C" for Chinese, "K" for Korean, and "V" for Vietnamese. Please review these forms for style and dialect. The selected vendor must be able to provide translations that are written and formatted in the same style and dialect.

7. Specifications

- A. The current English version of each of the 14 forms must be translated into Spanish, Chinese, Korean, Vietnamese, using the same dialects currently used.
- B. Omniform is the preferred format for Spanish translated forms, however other formats may be submitted.
- C. Completed translations must be delivered in the native format, (Omniform, Word, etc.) as well as in PDF format and delivered on a CD.
- D. Forms should be formatted to match the English version.
- E. Translated forms must be formatted to maximize readability in that language.
- F. Translators performing the work must be court-certified and must be a member of the American Translator Association (ATA).
- G. The selected vendor must be able to provide translations that are written and formatted in the same style and dialect.
- H. All translations must be delivered via e-mail by no later than March 27, 2006.

**Please respond to the following questions, and number your responses so they match the numbered questions.**

8. Provide the following information about your company:

- A. Name
- B. Address,
- C. City, State, Zip

9. Describe your company's capabilities to perform the work of this RFP.

10. Please include a statement certifying that work will be performed by ATA-certified translators. Include certificate numbers and dates of issue and expiration.

11. To what extent would your firm need to subcontract out work to perform translation services from English to:

- A. Spanish?
- B. Chinese?
- C. Korean?
- D. Vietnamese?

12. For each of the following languages, to what extent would your firm be completing the work outside of the United States?

- A. Spanish?

- B. Chinese?
  - C. Korean?
  - D. Vietnamese?
13. If you are awarded a contract, what would be the latest contract start date you would need so that you could complete the work by March 27, 2006:
- A. Without rush charges?
  - B. With rush charges?
14. Describe your normal, non-rush, pricing structure for translating from English to:
- A. Spanish?
  - B. Chinese?
  - C. Korean?
  - D. Vietnamese?
15. Describe your pricing structure for rush fees for translating from English to:
- A. Spanish?
  - B. Chinese?
  - C. Korean?
  - D. Vietnamese?
16. What would be your fees for translating the 14 forms into:
- A. Spanish?
  - B. Chinese?
  - C. Korean?
  - D. Vietnamese?
- (Please separate the normal non-rush charges from the rush charges.)
17. Describe your experience in translating legal documents from English to:
- A. Spanish
  - B. Chinese
  - C. Korean
  - D. Vietnamese
18. Please provide 3 references that the AOC may contact regarding your company's capabilities to perform the work of this RFP.

19. The contract terms and conditions accompany this RFP as Attachment A, and is entitled and named "Sample Contract – RFP #CFC-0306". Bidders are to review the terms and conditions and submit Attachment 1, entitled "VENDOR'S ACCEPTANCE OR EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS" along with their proposal. Please take into consideration that proposed modifications to the AOC contract terms may reduce the time available to perform the translations and will be taken into consideration during the evaluation of your proposal.

**ATTCHMENT 1**

**VENDOR'S ACCEPTANCE OR EXCEPTIONS  
TO  
CONTRACT TERMS AND CONDITIONS**

*(Mark the Appropriate Choice)*

\_\_\_\_\_ Vendor accepts the terms and conditions of Sample Contract – RFP#CFCC-0306 of this RFP without exception.

**OR**

\_\_\_\_\_ Vendor proposes the following exceptions to the Sample Contract – RFP#CFCC0306:

NOTE: If exceptions are proposed, the bidder must provide an explanation/rationale for the modification.

*(List all exceptions)*

**STANDARD AGREEMENT** —  
STD. 2 (REV.5-91)

**APPROVED BY THE  
ATTORNEY GENERAL**

Contract Number <b>TBD</b>	Amendment Number
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER <b>TBD</b>	

THIS AGREEMENT, made and entered into this **TBD** day of March, 2006, ("Effective Date") in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE <b>Business Services Manager</b>	AGENCY Judicial Council of California Administrative Office of the Courts 455 Golden Gate Ave. San Francisco, CA 94102	, hereafter called the State, and
CONTRACTOR'S NAME <b>TBD</b>		, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows:

Incorporated into this Agreement herewith, and attached hereto, are the following Contract Documents: (1) Exhibit A, Standard Provisions; (2) Exhibit B, Special Provisions; (3) Exhibit C, Payment Provisions; (4) Exhibit D, Work to be Performed; and, (5) Exhibit E, Attachments (including Attachment 1, Acceptance and Signoff Form and Attachment 2, Forms to be Translated). In the event of a conflict between the Contract Documents, the following descending order of precedence shall govern: Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E. Any Amendments, starting with the most recent, shall take precedence over the existing Contract Documents.

As set forth further in Exhibit D, Work to be Performed, the Contractor shall translate specified court forms from English to *[Chinese, Korean, Spanish and Vietnamese]*. Upon completion of the translation, the Contractor shall submit to the AOC the Deliverables set forth in Exhibit D, Work to be Performed.

As set forth further in Exhibit C, Payment Provisions, the Contract Amount for Work performed hereunder is **\$TBD**.

The Project set forth herein shall commence **TBD** and expire **March 27, 2006**.

Except as expressly provided in the Agreement, no liability shall attach to the State by reason of entering into this Agreement.

IN WITNESS WHEREOF, this Agreement has been entered into by the parties hereto, effective upon the Effective Date.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY Judicial Council of California, Administrative Office of the Courts		CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.) <b>TBD</b>			
BY (AUTHORIZED SIGNATURE) ▷		BY (AUTHORIZED SIGNATURE) ▷			
PRINTED NAME OF PERSON SIGNING Grant Walker		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Business Services Manager		ADDRESS Attn: <b>TBD</b>			
AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$TBD</b>	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE T.C. Improvement		<i>Department of General Services Use Only</i>  EXEMPT FROM DEPARTMENT OF GENERAL SERVICE APPROVAL.	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT <b>\$0.00</b>	(OPTIONAL USE)				
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$TBD</b>	ITEM	CHAPTER	STATUTE		FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE)				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER ▷		DATE			

CONTRACTOR   
  STATE AGENCY   
  DEPT. OF GEN. SER.   
  CONTROLLER

**EXHIBIT A**  
**STANDARD PROVISIONS**

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the State), and save harmless the State and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

2. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

3. Termination for Cause

The State may terminate this Agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the State may proceed with the Work in any manner it deems proper. The cost to the State to perform this Agreement shall be deducted from any sum due the Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand.

4. No Assignment

Without the written consent of the State, the Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

Time is of the essence in this Agreement.

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

7. Consideration

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

*END OF EXHIBIT*

Sample Contract - RFP #CFCC-0206

**EXHIBIT B**  
**SPECIAL PROVISIONS**

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. "**Administrative Director**" refers to that individual, or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- B. "**Amendment**" means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (1) a change in the Work; (2) a change in Contract Amount; (3) a change in time allotted for performance; and/or (4) an adjustment to the Agreement terms.
- C. "**Confidential Information**" means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State's business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- D. The "**Contract**" or "**Contract Documents**" constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms "Contract" or "Contract Documents" may be used interchangeably with the term "**Agreement.**"
- E. "**Contract Amount**" means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- F. "**Contract Counterpart**" means the several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, each representing this Agreement.
- G. The "**Contractor**" means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.

- H. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- I. **“Day”** means calendar day, unless otherwise specified.
- J. **“Deliverable(s)”** or **“Submittal(s)”** means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the State for acceptance.
- K. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
  - ii. Acts or omissions of any government entity;
  - iii. Fire or other casualty for which a party is not responsible;
  - iv. Quarantine or epidemic;
  - v. Strike or defensive lockout; and,
  - vi. Unusually severe weather conditions.
- L. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- M. **“Notice”** means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
  - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- N. **“Project”** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State’s representatives.
- O. The **“State”** refers to the Judicial Council of California / Administrative Office of the Courts (**“AOC”**). The State is one of the parties to this Agreement. The term State shall also include any individual designated to perform technical and/or administrative functions, as set forth herein.
- P. **“State Standard Agreement”** means the form used by the State to enter into agreements with other parties.
- Q. **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor

of any tier for the performance of any part of the Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term Subcontractor includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.

- R. **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- S. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.
- T. **“Work”** or **“Work to be Performed”** or **“Contract Work”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the State. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the State's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the State may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

4. State's Obligation Subject to Availability of Funds

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.

- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
  - i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
  - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

5. Agreement Administration/Communication

- A. Under this Agreement, the Project Manager, **TBD**, shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager. Any Notice from the Contractor to the State shall be in writing and shall be delivered the Project Manager as follows:

**TBD**, Project Manager  
Judicial Council of California  
Administrative Office of the Courts  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688

- B. Notice to the Contractor shall be directed in writing to:

**TBD**

6. Acceptance of the Work

- A. The Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.
- B. Acceptance Criteria for Work (“**Criteria**”) provided by the Contractor pursuant to this Agreement:
  - i. Timeliness: The Work was delivered on time;
  - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and

- iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
- C. The Contractor shall provide the Work to the State, in accordance with direction from the Project Manager. The State shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The State's Project Manager shall use the Acceptance and Signoff Form, provided as Exhibit E, Attachment 1 to this Agreement, to notify the Contractor of the Work's acceptability.
- D. If the State rejects the Work provided, the State's Project Manager shall submit to the Contractor a written rejection using Attachment 1, the Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If the State rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
- E. If the Project Manager requests further change, the Contractor shall meet with the Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the AOC and a principal of the Contractor, as set forth in subparagraph F below.
- F. If agreement cannot be reached between the State's Project Manager and the Contractor on the Work's acceptability, a principal of the Contractor and the Administrative Director of the AOC, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the AOC, or its designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the State may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the State may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.

7. Evaluation of Contractor

The State shall evaluate the Contractor's performance under the Agreement.

8. Confidentiality

- A. Both the State and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the State may disclose Confidential Information to the Contractor.
- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential

information. It is understood, however, that the Contractor may disclose the State's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the Project Manager, representatives of the State that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.

- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

9. Services Warranty

The Contractor warrants and represents that each of its employees, independent contractors or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder will conform to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.

10. Contractor's Personnel—Replacement

The State reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the State under this Agreement if in the State's opinion, the performance of the Contractor's personnel is unsatisfactory. The State agrees to provide Notice to the Contractor in the event it makes such a determination. If the State exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.

11. Subcontracting

The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the State agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

12. Permits and Licenses

The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and

keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

13. Copyrights and Rights in Data

All copyrights and rights in the Data produced with funding from this Agreement that may presumptively vest in the Contractor shall be transferred to the State.

14. Ownership of Results

- A. Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor for performance of services under this Agreement shall become the property of the State. Upon the State's written request, the Contractor shall provide the State with all this Data within thirty (30) Days of the request.
- B. The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole, or part, or any manner or form, or authorize others to do so without the written consent of the State.

15. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

16. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

17. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

18. Audit

The Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the State under this Agreement. The Contractor further agrees to maintain such Data for a period of three (3) years after final payment under this Agreement.

19. Insurance Requirements

- A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the State shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.
- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- i. Workers' Compensation at statutory requirements of the State of residency.
  - ii. Employers' Liability with limits not less than **\$500,000.00** for each accident.
  - iii. Commercial General Liability Insurance with limits not less than **\$500,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
  - iv. Business Automobile Liability Insurance with limits not less than **\$500,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
  - v. The following Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability and Independent Contractor coverage.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the State. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor’s liability to the State and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:

- i. The State, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
  - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the State, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
  - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the State's request.
- F. If at any time the foregoing policies shall be or become unsatisfactory to the State, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the State, the Contractor shall, upon Notice to that effect from the State, promptly obtain a new policy, and shall submit the same to the State, with the appropriate certificates and endorsements, for approval.
- G. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council, Administrative Office of the Courts, Contracting Officer, 455 Golden Gate Ave., 7<sup>th</sup> Floor, San Francisco, CA 94104.

20. Limitation on Publication

- A. The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the State without prior review and written permission by the State.
- B. The State review shall be completed within thirty (30) Days of submission to the Project Manager and, if permission is denied, the State shall provide its reasons for denial in writing.

21. Limitation on State's Liability

The State shall not be responsible for loss of or damage to any non-State equipment arising from causes beyond the State's control.

22. Conflict of Interest

- A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid

actions resulting in or creating the appearance of (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Agreement.

- B. The Contractor certifies and shall require any Subcontractor to certify to the following:

Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

23. Covenant Against Gratuities

The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

24. National Labor Relations Board

By executing this Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

25. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Sections 8355 through Section 8357.

26. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental

disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

27. Americans with Disabilities Act

By signing this Agreement, Contractor assures the State that it complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

28. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

29. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

30. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

31. Signature Authority

The parties signing this Agreement certify that they have proper authorization to do so.

32. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

33. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the State.

*END OF EXHIBIT*

**EXHIBIT C  
PAYMENT PROVISIONS**

1. Contract Amount

- A. The total amount the State may pay to the Contractor under this Agreement for performing the Work set forth in Exhibit D, Work to be Performed, shall be the actual costs not to exceed the Contract Amount of **TBD**, as set forth in this Exhibit.
- B. The Contractor has estimated the costs and expenses necessary to complete the Work. The State's acceptance of the Contractor's quote does not (1) imply that the State approves of or adopts the Contractor's plan, means, methods, techniques, or procedures required to perform the Work, nor (2) relieve the Contractor from the sole responsibility for the accuracy of its estimate and timely completion of the Work of this Agreement within the total amount for compensation set forth herein.

2. Compensation for Contract Work

- A. For performing the Work of this Agreement and upon approval and acceptance of the Work by the State, the State shall compensate the Contractor at the firm fixed price of **TBD**. This firm fixed price fee consists of the following:
- B. The firm fixed price set forth above is inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the State.

3. Direct Expenses

All fees and charges noted in this Agreement are inclusive of any and all anticipated travel, lodging, transportation, clerical support, Materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under this Agreement.

4. Taxes

The State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

5. Method of Payment

- A. The Contractor shall submit an invoice for Work provided upon completion and delivery of the Deliverable, as set forth in Exhibit D, Work to be Performed. After receipt of invoice, the State will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

B. The State will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate

- i. The Contract number;
- ii. A unique invoice number;
- iii. The Contractor's name and address;
- iv. Taxpayer identification number (the Contractor's federal employer identification number);
- v. Description of the completed Work, including services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate;
- vi. The contractual charges; and
- vii. Preferred remittance address, if different from the mailing address.

C. The Contractor shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California  
Administrative Office of the Courts  
c/o Finance Division, Accounts Payable  
455 Golden Gate Avenue, 7<sup>th</sup> Floor  
San Francisco, CA 94102-3688

D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

*END OF EXHIBIT*

**EXHIBIT D**  
**WORK TO BE PERFORMED**

1. Work Requirements

A. The Contractor shall provide the following Work:

Using court-certified translators, Contractor shall translate the forms listed in Attachment 2 into [*Chinese, Korean, Spanish and Vietnamese*], and create PDF [and other required] files for each of the languages. The Contractor shall match the translations to the English-language version style, as closely as possible.

B. The Contractor shall use court-certified translators who are members of the American Translator Association (ATA) to perform the Work:

2. Project Schedule

A. The Contractor shall complete and submit the Deliverable set forth below to the State's Project Manager on or before **March 27, 2006**.

- (i) Contractor shall provide the State with 1 Compact Disk (CD), which shall contain a PDF file [*and other files TBD - Word, Omniform*], for each of the forms set forth in Attachment 2, in each of the required languages (the "Deliverable").
- (ii) Contractor shall send a copy of the Deliverable to the State's Project Manager at the address set forth below.

**TBD**, Project Manager  
Judicial Council of California  
Administrative Office of the Courts  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688

*END OF EXHIBIT*

**EXHIBIT E  
ATTACHMENTS**

1. This exhibit includes the following form(s):

- A. Attachment 1, Acceptance & Signoff Form
- B. Attachment 2, Forms to be translated

*END OF EXHIBIT*

Sample Contract - RFP #CFCC-0306

**EXHIBIT E  
ATTACHMENT 1  
ACCEPTANCE & SIGNOFF FORM**

Description of Work provided by Contractor:

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Date submitted: \_\_\_\_\_

Work is:

1) Submitted on time:  yes  no. If no, please note length of delay and reasons.

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2) Complete:  yes  no. If no, please identify incomplete aspects of the Work.

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3) Technically accurate:  yes  no. If no, please note corrections required.

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Please note level of satisfaction:

Poor  Fair  Good  Very Good  Excellent

Comments, if any:

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Work is accepted.

Work is unacceptable as noted above.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*END OF ATTACHMENT*

**EXHIBIT E**  
**ATTACHMENT 2**  
**FORMS TO BE TRANSLATED**

1. DV-100, Request for Order
2. DV-110, Temporary Restraining Order and Notice of Hearing (CLETS—TRO)
3. DV-126-INFO, How to Reissue a Temporary Restraining Order
4. DV-130, Restraining Order After Hearing (CLETS—OAH)
5. DV-170, Other Orders
6. DV-210- INFO, What is “Proof of Service”?
7. DV-260, Confidential CLETS Information
8. DV-500-INFO, Can a Domestic Violence Restraining Order Help Me?
9. DV-510-INFO, I Filled Out the Forms—What Now?
10. DV-520-INFO, Get Ready for Your Hearing (For Protected Person)
11. DV-530-INFO, How to Enforce Your Order
12. DV-540-INFO, Information for the Restrained Person
13. DV-550-INFO, Get Ready for Your Hearing (For Restrained Person)
14. DV-720-INFO, How Do I Ask the Court to Renew My Restraining Order?

*END OF ATTACHMENT*

Clerk stamps date here when form is filed.

Fill in court name and street address:

**Superior Court of California, County of**

Clerk fills in case number when form is filed.

**Case Number:**

**1** Your name (person asking for protection):

\_\_\_\_\_  
Your address (*skip this if you have a lawyer*): (*If you want your address to be private, give a mailing address instead*):

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Your telephone number (*optional*): \_\_\_\_\_

Your lawyer (*if you have one*): (*Name, address, telephone number, and State Bar number*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2** Name of person you want protection from:

\_\_\_\_\_  
Description of that person: Sex:  M  F Height: \_\_\_\_\_  
Weight: \_\_\_\_\_ Race: \_\_\_\_\_ Hair Color: \_\_\_\_\_  
Eye Color: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**3** Besides you, who needs protection? (*Family or household members*):

Full Name	Age	Lives with you?	How are they related to you?
_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____

Check here if you need more space. Attach Form MC-020 and write "DV-100, Item 3—Protected People" by your statement. NOTE: In any item that asks for Form MC-020, you can use an 8 1/2 x 11-inch sheet of paper instead.

**4** What is your relationship to the person in **2**? (*Check all that apply*):

- a.  We are now married or registered domestic partners.
- b.  We used to be married or registered domestic partners.
- c.  We live together.
- d.  We used to live together.
- e.  We are relatives, in-laws, or related by adoption (*specify relationship*): \_\_\_\_\_
- f.  We are dating or used to date.
- g.  We are engaged to be married or were engaged to be married.
- h.  We are the parents together of a child or children under 18:  
 Child's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Child's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Child's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_
- i.  We have signed a Voluntary Declaration of Paternity for our child or children. (*Attach a copy if you have one.*)

Check here if you need more space. Attach Form MC-020 and write "DV-100, Item 4h" by your statement.

**This is not a Court Order.**



Your name: \_\_\_\_\_

**5 Other Court Cases**

- a. Have you and the person in ② been involved in another court case?
- 
- No
- 
- Yes

If yes, where? County: \_\_\_\_\_ State: \_\_\_\_\_

What are the case numbers? (If you know): \_\_\_\_\_

What kind of case? (Check all that apply):

- Registered Domestic Partnership  Divorce/Dissolution  Parentage/Paternity  Legal Separation  
 Domestic Violence  Criminal  Juvenile  Child Support  Nullity  Civil Harassment  
 Other (specify): \_\_\_\_\_

- b. Are there any domestic violence restraining/protective orders now (criminal, juvenile, family)?

 No  Yes *If yes, attach a copy if you have one.***What orders do you want? Check the boxes that apply to your case.** **6  Personal Conduct Orders**

I ask the court to order the person in ② not to do the following things to me or any of the people listed in ③:

- a.  Harass, attack, strike, threaten, assault (sexually or otherwise), hit, follow, stalk, molest, destroy personal property, disturb the peace, keep under surveillance, or block movements  
b.  Contact (either directly or indirectly), or telephone, or send messages or mail or e-mail

*The person in ② will be ordered not to take any action to get the addresses or locations of any protected person, their family members, caretakers, or guardians unless the court finds good cause not to make the order.***7  Stay-Away Order**

I ask the court to order the person in ② to stay at least \_\_\_\_\_ yards away from (check all that apply):

- a.  Me  
b.  The people listed in ③  
c.  My home  
d.  My job or workplace  
e.  The children's school or child care  
f.  My vehicle  
g.  Other (specify): \_\_\_\_\_

If the person listed in ② is ordered to stay away from all the places listed above, will he or she still be able to get to his or her home, school, job, or place of worship?  Yes  No (If no, explain): \_\_\_\_\_**8  Move-Out Order**

I ask the court to order the person in ② to move out from and not return to (address): \_\_\_\_\_

I have the right to live at the above address because (explain): \_\_\_\_\_

**9  Child Custody, Visitation, and Child Support**I ask the court to order child custody, visitation, and/or child support. *You must fill out and attach Form DV-105.***10  Spousal Support***You can make this request only if you are married to, or are a registered domestic partner of, the person in ② and no spousal support order exists. To ask for spousal support, you must fill out, file, and serve Form FL-150 before your hearing.***This is not a Court Order.**

Your name: \_\_\_\_\_

**What orders do you want? Check the boxes that apply to your case.**

**11  Record Unlawful Communications**

I ask for the right to record communications made to me by the person in ② that violate the judge's orders.

**12  Property Control**

I ask the court to give *only* me temporary use, possession, and control of the property listed here:

\_\_\_\_\_

**13  Debt Payment**

I ask the court to order the person in ② to make these payments while the order is in effect:

*Check here if you need more space. Attach Form MC-020 and write "DV-100, Item 13—Debt Payment" by your statement.*

Pay to: \_\_\_\_\_ For: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Due date: \_\_\_\_\_

Pay to: \_\_\_\_\_ For: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Due date: \_\_\_\_\_

Pay to: \_\_\_\_\_ For: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Due date: \_\_\_\_\_

**14  Property Restraint**

I am married to or have a registered domestic partnership with the person in ②. I ask the judge to order that the person in ② not borrow against, sell, hide, or get rid of or destroy any possessions or property, except in the usual course of business or for necessities of life. I also ask the judge to order the person in ② to notify me of any new or big expenses and to explain them to the court.

**15  Attorney Fees and Costs**

I ask that the person in ② pay some or all of my attorney fees and costs.

*You must complete and file Form FL-150, Income and Expense Declaration.*

**16  Payments for Costs and Services**

I ask that the person in ② pay the following:

*You can ask for lost earnings or your costs for services caused directly by the person in ② (damaged property, medical care, counseling, temporary housing, etc.). You must bring proof of these expenses to your hearing.*

Pay to: \_\_\_\_\_ For: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Pay to: \_\_\_\_\_ For: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Pay to: \_\_\_\_\_ For: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

**17  Batterer Intervention Program**

I ask the court to order the person listed in ② to go to a 52-week batterer intervention program and show proof of completion to the court.

**18  No Fee to Serve (Notify) Restrained Person**

*If you want the sheriff or marshal to serve (notify) the restrained person about the orders for free, ask the court clerk if you need to file more forms. You may need Form CH-101/DV-290 and Form 982(a)(17).*

**This is not a Court Order.**



Case Number: \_\_\_\_\_

Your name: \_\_\_\_\_

**What orders do you want? Check the boxes that apply to your case.**

**19  More Time for Notice**

I need extra time to notify the person in (2) about these papers. Because of the facts explained on this form, I want the papers served up to \_\_\_\_\_ days before the date of the hearing. *For help, read Form DV-210-INFO. If necessary, add additional facts:* \_\_\_\_\_

**20  Other Orders**

What other orders are you asking for? \_\_\_\_\_

*Check here if you need more space. Attach Form MC-020 and write "DV-100, Item 20—Other Orders" by your statement.*

**21 Guns or Other Firearms**

I believe the person in (2) owns or possesses guns or firearms.  Yes  No  I don't know

*If the judge approves the order, the person in (2) will be required to sell to a gun dealer or turn in to police any guns or firearms that he or she owns or possesses.*

**22 Describe the most recent abuse.**

a. Date of most recent abuse: \_\_\_\_\_

b. Who was there? \_\_\_\_\_

c. What did the person in (2) do or say that made you afraid?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Describe any use or threatened use of guns or other weapons: \_\_\_\_\_

\_\_\_\_\_

e. Describe any injuries: \_\_\_\_\_

\_\_\_\_\_

f. Did the police come?  No  Yes

If yes, did they give you an Emergency Protective Order?  Yes  No  I don't know

*Attach a copy if you have one.*

*Check here if you need more space. Use Form MC-020 and write "DV-100, Item 22—Recent Abuse" by your statement.*

*Check here if the person in (2) has abused you (or your children) other times. Use Form DV-101 or Form MC-020 to describe any previous abuse.*

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Type or print your name*

\_\_\_\_\_  
*Sign your name*

**This is not a Court Order.**

Clerk stamps date here when form is filed.

Person in ① must complete items ①, ②, and ③ only.

**① Name of Protected Person:**

Your lawyer in this case (if you have one):

Name: \_\_\_\_\_ State Bar No.: \_\_\_\_\_

Firm Name: \_\_\_\_\_

**Address** (If you have a lawyer for this case, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, give a different mailing address instead. You do not have to give your telephone, fax, or e-mail.):

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Fill in court name and street address:

**Superior Court of California, County of**

Court fills in case number when form is filed.

**Case Number:**

**② Name of Restrained Person:**

Description of restrained person:

Sex: <input type="checkbox"/> M <input type="checkbox"/> F	Height: _____	Weight: _____	Hair Color: _____	Eye Color: _____
Race: _____	Age: _____	Date of Birth: _____		
Address (if known): _____				
City: _____	State: _____	Zip: _____		
Relationship to protected person: _____				

**③  Additional Protected Persons**

In addition to the person named in ①, the following persons are protected by temporary orders as indicated in items ⑥ and ⑦ (family or household members):

<u>Full name</u>	<u>Relationship to person in ①</u>	<u>Sex</u>	<u>Age</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Check here if there are additional protected persons. List them on an attached sheet of paper and write, "DV-110, Additional Protected Persons" as a title.

The court will complete the rest of this form.

**④ Court Hearing**

This order expires at the end of the hearing stated below:

Hearing Date: _____	Time: _____	<input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
---------------------	-------------	---

**This is a Court Order.**



**5**  **Criminal Protective Order**

- a.  A criminal protective order on Form CR-160, *Criminal Protective Order—Domestic Violence*, is in effect.  
Case Number: \_\_\_\_\_ County: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- b.  No information has been provided to the judge about a criminal protective order.

**To the person in 2**

**The court has granted the temporary orders checked below. If you do not obey these orders, you can be arrested and charged with a crime. You may be sent to jail for up to one year, pay a fine of up to \$1,000, or both.**

**6** **Personal Conduct Orders**  Not requested  Denied until the hearing  Granted as follows:

- a. You must **not** do the following things to the person in ① and  persons in ③:
- Harass, attack, strike, threaten, assault (*sexually or otherwise*), hit, follow, stalk, molest, destroy personal property, disturb the peace, keep under surveillance, impersonate (*on the Internet, electronically or otherwise*), or block movements
  - Contact, either directly or indirectly, in any way, including but not limited to, by telephone, mail, e-mail or other electronic means
  - Take any action, directly or through others, to obtain the addresses or locations of the persons in ① and ③.  
(If this item is not checked, the court has found good cause not to make this order.)
- b. Peaceful written contact through a lawyer or process server or another person for service of Form DV-120 (*Response to Request for Domestic Violence Restraining Order*) or other legal papers related to a court case is allowed and does not violate this order.
- c.  Exceptions: Brief and peaceful contact with the person in ①, and peaceful contact with children in ③, as required for court-ordered visitation of children, is allowed unless a criminal protective order says otherwise.

**7** **Stay-Away Order**  Not requested  Denied until the hearing  Granted as follows:

- a. You **must** stay at least (*specify*): \_\_\_\_\_ yards away from (*check all that apply*):
- |  |  |
|--|--|
| <input type="checkbox"/> The person in ①                     | <input type="checkbox"/> School of person in ①                 |
| <input type="checkbox"/> Home of person in ①                 | <input type="checkbox"/> The persons in ③                      |
| <input type="checkbox"/> The job or workplace of person in ① | <input type="checkbox"/> The child(ren)'s school or child care |
| <input type="checkbox"/> Vehicle of person in ①              | <input type="checkbox"/> Other ( <i>specify</i> ): _____       |
- b.  Exceptions: Brief and peaceful contact with the person in ①, and peaceful contact with children in ③, as required for court-ordered visitation of children, is allowed unless a criminal protective order says otherwise.

**8** **Move-Out Order**  Not requested  Denied until the hearing  Granted as follows:

You must take only personal clothing and belongings needed until the hearing and move out immediately from (*address*): \_\_\_\_\_

**This is a Court Order.**

**9 No Guns or Other Firearms or Ammunition**

- a. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get guns, other firearms, or ammunition.
- b. You must:
  - Sell to, or store with, a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms within your immediate possession or control. Do so within 24 hours of being served with this order.
  - Within 48 hours of receiving this order, file with the court a receipt that proves guns have been turned in, stored, or sold. (You may use [Form DV-800, Proof of Firearms Turned In, Sold, or Stored](#), for the receipt.) Bring a court filed copy to the hearing.
- c.  The court has received information that you own or possess a firearm.

**10 Record Unlawful Communications**

Not requested    Denied until the hearing    Granted as follows:  
 The person in ① can record communications made by you that violate the judge’s orders.

**11 Care of Animals    Not requested    Denied until the hearing    Granted as follows:**

The person in ① is given the sole possession, care, and control of the animals listed below. The person in ② must stay at least \_\_\_\_\_ yards away from and not take, sell, transfer, encumber, conceal, molest, attack, strike, threaten, harm, or otherwise dispose of the following animals:

\_\_\_\_\_

\_\_\_\_\_

**12 Child Custody and Visitation    Not requested    Denied until the hearing    Granted as follows:**

Child custody and visitation are ordered on the attached Form DV-140, *Child Custody and Visitation Order* or (*specify other form*): \_\_\_\_\_. The parent with temporary custody of the child must not remove the child from California unless the court allows it after a noticed hearing (Fam. Code, § 3063).

**13 Child Support**

Not ordered now but may be ordered after a noticed hearing.

**14 Property Control    Not requested    Denied until the hearing    Granted as follows:**

Until the hearing, *only* the person in ① can use, control, and possess the following property:

\_\_\_\_\_

**15 Debt Payment    Not requested    Denied until the hearing    Granted as follows:**

The person in ② must make these payments until this order ends:

Pay to: \_\_\_\_\_ For: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Due date: \_\_\_\_\_

Pay to: \_\_\_\_\_ For: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Due date: \_\_\_\_\_

**16 Property Restraint    Not requested    Denied until the hearing    Granted as follows:**

If the people in ① and ② are married to each other or are registered domestic partners,  the person in ①  the person in ② must not transfer, borrow against, sell, hide, or get rid of or destroy any property, including animals, except in the usual course of business or for necessities of life. In addition, each person must notify the other of any new or big expenses and explain them to the court. (*The person in ② cannot contact the person in ① if the court has made a “no contact” order.*)

Peaceful written contact through a lawyer or a process server or other person for service of legal papers related to a court case is allowed and does not violate this order.

**This is a Court Order.**



**17 Spousal Support**

Not ordered now but may be ordered after a noticed hearing.

**18 Rights to Mobile Device and Wireless Phone Account**

**a. Property control of mobile device and wireless phone account**

Not requested  Denied until the hearing  Granted as follows:

Until the hearing, only the person in ① can use, control, and possess the following property:

Mobile device (describe) \_\_\_\_\_ and account (phone number): \_\_\_\_\_

Mobile device (describe) \_\_\_\_\_ and account (phone number): \_\_\_\_\_

Mobile device (describe) \_\_\_\_\_ and account (phone number): \_\_\_\_\_

Check here if you need more space. Attach a sheet of paper and write "DV-110 Rights to Mobile Device and Wireless Phone Account" as a title.

**b. Debt Payment**  Not requested  Denied until the hearing  Granted as follows:

The person in ② must make these payments until this order ends:

Pay to (wireless service provider): \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Due date: \_\_\_\_\_

**c. Transfer of Wireless Phone Account**

Not ordered now but may be ordered after a noticed hearing.

**19 Insurance**

The person in ①  the person in ② is ordered NOT to cash, borrow against, cancel, transfer, dispose of, or change the beneficiaries of any insurance or coverage held for the benefit of the parties, or their child(ren), if any, for whom support may be ordered, or both.

**20 Lawyer's Fees and Costs**

Not ordered now but may be ordered after a noticed hearing.

**21 Payments for Costs and Services**

Not ordered now but may be ordered after a noticed hearing.

**22 Batterer Intervention Program**

Not ordered now but may be ordered after a noticed hearing.

**23 Other Orders**  Not requested  Denied until the hearing  Granted as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check here if there are additional orders. List them on an attached sheet of paper and write "DV-110, Other Orders" as a title.

**24 No Fee to Serve (Notify) Restrained Person**

If the sheriff serves this order, he or she will do so for free.

Date: \_\_\_\_\_

\_\_\_\_\_  
Judge (or Judicial Officer)

**This is a Court Order.**



## Warnings and Notices to the Restrained Person in ②

### If You Do Not Obey This Order, You Can Be Arrested And Charged With a Crime.

- If you do not obey this order, you can go to jail or prison and/or pay a fine.
- It is a felony to take or hide a child in violation of this order.
- If you travel to another state or to tribal lands or make the protected person do so, with the intention of disobeying this order, you can be charged with a federal crime.

### You Cannot Have Guns, Firearms, And/Or Ammunition.



**You cannot own, have, possess, buy or try to buy, receive or try to receive, or otherwise get guns, other firearms, and/or ammunition while the order is in effect. If you do, you can go to jail and pay a \$1,000 fine. You must sell to or store with a licensed gun dealer or turn in to a law enforcement agency any guns or other firearms that you have or control. The judge will ask you for proof that you did so. If you do not obey this order, you can be charged with a crime. Federal law says you cannot have guns or ammunition while the order is in effect.**

### Service of Order by Mail

If the judge makes a restraining order at the hearing, which has the same orders as in this form, you will get a copy of that order by mail at your last known address, which is written in ②. If this address is incorrect, or to find out if the orders were made permanent, contact the court.

### Child Custody, Visitation, and Support

- **Child custody and visitation:** If you do not go to the hearing, the judge can make custody and visitation orders for your children without hearing from you.
- **Child support:** The judge can order child support based on the income of both parents. The judge can also have that support taken directly from a parent's paycheck. Child support can be a lot of money, and usually you have to pay until the child is age 18. File and serve a *Financial Statement (Simplified)* (form FL-155) or an *Income and Expense Declaration* (form FL-150) if you want the judge to have information about your finances. Otherwise, the court may make support orders without hearing from you.
- **Spousal support:** File and serve an *Income and Expense Declaration* (form FL-150) so the judge will have information about your finances. Otherwise, the court may make support orders without hearing from you.

## Instructions for Law Enforcement

This order is effective when made. It is enforceable by any law enforcement agency that has received the order, is shown a copy of the order, or has verified its existence on the California Law Enforcement Telecommunications System (CLETS). If the law enforcement agency has not received proof of service on the restrained person, and the restrained person was not present at the court hearing, the agency shall advise the restrained person of the terms of the order and then shall enforce it. Violations of this order are subject to criminal penalties.

### Arrest Required if Order Is Violated

If an officer has probable cause to believe that the restrained person had notice of the order and has disobeyed the order, the officer must arrest the restrained person. (Pen. Code, §§ 836(c)(1), 13701(b).) A violation of the order may be a violation of Penal Code section 166 or 273.6.

**This is a Court Order.**



**If the Protected Person Contacts the Restrained Person**

Even if the protected person invites or consents to contact with the restrained person, the orders remain in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The orders can be changed only by another court order. (Pen. Code, §13710(b).)

**Conflicting Orders—Priorities for Enforcement**

**If more than one restraining order has been issued protecting the protected person from the restrained person, the orders must be enforced according to the following priorities (see Pen. Code, § 136.2, and Fam. Code, §§ 6383(h), 6405(b)):**

1. *EPO*: If one of the orders is an *Emergency Protective Order* (form EPO-001), and it is more restrictive than other restraining or protective orders, it has precedence in enforcement over all other orders.
2. *No-Contact Order*: If there is no EPO, a no-contact order that is included in a restraining or protective order has precedence in enforcement over any other restraining or protective order.
3. *Criminal Order*: If none of the orders includes a no-contact order, a domestic violence protective order issued in a criminal case takes precedence in enforcement over any conflicting civil court order. Any nonconflicting terms of the civil restraining order remain in effect and enforceable.
4. *Family, Juvenile, or Civil Order*: If more than one family, juvenile, or other civil restraining or protective order has been issued, the one that was issued last must be enforced.

**Child Custody and Visitation**

- The custody and visitation orders are on form DV-140, items ③ and ④. They are sometimes also written on additional pages or referenced in DV-140 or other orders that are not part of the restraining order.
- **Forms DV-100 and DV-105 are not orders. Do not enforce them.**

**Certificate of Compliance With VAWA**

This temporary protective order meets all “full faith and credit” requirements of the Violence Against Women Act, 18 U.S.C. § 2265 (1994) (VAWA), upon notice of the restrained person. This court has jurisdiction over the parties and the subject matter; the restrained person has been or will be afforded notice and a timely opportunity to be heard as provided by the laws of this jurisdiction. **This order is valid and entitled to enforcement in each jurisdiction throughout the 50 states of the United States, the District of Columbia, all tribal lands, and all U.S. territories, commonwealths, and possessions and shall be enforced as if it were an order of that jurisdiction.**

*(Clerk will fill out this part.)*

**—Clerk's Certificate—**

*Clerk's Certificate*  
[seal]

I certify that this *Temporary Restraining Order* is a true and correct copy of the original on file in the court.

Date: \_\_\_\_\_ Clerk, by \_\_\_\_\_, Deputy

**This is a Court Order.**

**The judge may need to set your hearing for another day.**

This happens when:

- You were not able to get your temporary restraining order served *or*
- The other person asked for time to get a lawyer or prepare an answer *or*
- You need to meet with a Family Court mediator about child custody or visitation

**If your hearing gets changed to another day, follow these steps:**

- Fill out Form DV-125.
- Ask the judge to sign it and give you a new hearing date. In some courts, you must give your form to the clerk for the judge’s signature. Ask your court clerk for information on the local process.
- File the form with the clerk. The clerk will make 5 copies for you. Ask the clerk to stamp “Filed” on your copies.
- Attach 1 “filed” copy of Form DV-125 to your other court papers (Forms DV-100 and DV-110). Get them served on the restrained person. Do this right away. Now your orders will last until the new hearing date.
- The clerk will have your restraining order entered in CLETS, a statewide computer system that lets police know about your order.
- Bring all your papers back to the next court hearing.

**Need help?**

Ask the court clerk about free or low-cost legal help.

Or call the National Domestic Violence Hotline:

**1-800-799-7233**

**TDD: 1-800-787-3224**

It’s free and private.

They can help you in more than 100 languages

For help in your area, contact:

**DV-125 Reissue Temporary Restraining Order**

*Clerk stamps below when form is filed.*

1 Name of person asking for protection (protected person):  
 Protected person's address (skip this if you have a lawyer): (if you want your address to be private, give a mailing address instead):  
 City: State: Zip:  
 Phone # (optional):  
 Protected person's lawyer (if any): (Name, address, phone #, and State Bar #):

*Court name and street address:*  
 Superior Court of California, County of  
 Case Number:

2 Restrained person's name:  
 Description of that person: Sex:  M  F Ht.:  
 Wt.: Race: Age: Eye Color: Hair Color: Date of Birth:

3 I ask the judge to reissue the Temporary Restraining Order, Form DV-110.  
 a. The last hearing date was (date):  
 b. The order has been reissued \_\_\_\_\_ times.

4 I ask the judge to reissue the order because:  
 a.  I could not get the order served before the hearing date.  
 b.  The date of the hearing was changed because we were sent to mediators or other family court services.  
 c.  Other (specify):

5 I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.  
 Date: \_\_\_\_\_  
 Type or print your name \_\_\_\_\_

**This is a Court Order.**  
*Clerk will fill out section below.*

The order listed in  is reissued and reset for hearing in this court on the date and time below. Unless a judge extends the time, the order will end on the date and time below.  
 Hearing Date: Date: Time: Name & address of court if different from above:  
 Dept.: Rm.:  
 All other orders in the Temporary Restraining Order stay in effect unless this order changes them.  
 Date: \_\_\_\_\_

*Judge (or judicial officer)*  
**Reissue Temporary Restraining Order**  
 (Domestic Violence Prevention)

Judicial Council of California, www.courtinfo.ca.gov  
 Rev. July 1, 2010. Mandatory Form  
 California Evidence Code, § 251(b). Approved by SJSJ

DV-125, Page 1 of 1

Clerk stamps date here when form is filed.

Fill in court name and street address:

**Superior Court of California, County of**

Fill in case number:

**Case Number:**

**1** Protected person's name:  
\_\_\_\_\_

(first) (middle) (last)

Protected person's address (skip this if you have a lawyer): (If you want your address to be private, give a mailing address instead):  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone number (optional): \_\_\_\_\_

Lawyer (if any): (Name, address, telephone number, and State Bar number): \_\_\_\_\_

**2** List the full names of all family or household members protected by this order: \_\_\_\_\_

**3** Restrained person's name:  
\_\_\_\_\_

(first) (middle) (last)

Description of that person: Sex:  M  F Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Race: \_\_\_\_\_  
Hair Color: \_\_\_\_\_ Eye Color: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Relationship to protected person: \_\_\_\_\_

**4** The court orders are on pages 2 and 3 and attachment pages (if any).

The hearing was on (date): \_\_\_\_\_ with (name of judicial officer): \_\_\_\_\_

The orders end on (date): \_\_\_\_\_ at (time): \_\_\_\_\_

- If no end date is written, the restraining order ends 3 years after the date of the hearing.
- If no time is written, the restraining order ends at midnight on the end date.
- Note: Custody, visitation, child support, and spousal support orders have different end dates. Custody, visitation, and child support orders usually end when the child is 18.

**5**  The people in **1** and **3** must return to court/department \_\_\_\_\_ on (date): \_\_\_\_\_  
at (time): \_\_\_\_\_  a.m.  p.m. to review (specify issues): \_\_\_\_\_

**Certificate of Compliance With VAWA**

This protective order meets all Full Faith and Credit requirements of the Violence Against Women Act, 18 U.S.C. § 2265 (1994) (VAWA). This court has jurisdiction over the parties and the subject matter; the restrained person has been afforded reasonable notice and an opportunity to be heard as provided by the laws of this jurisdiction. **This order is valid and entitled to enforcement in each jurisdiction throughout the 50 United States, the District of Columbia, all tribal lands, and all U.S. territories, commonwealths, and possessions and shall be enforced as if it were an order of that jurisdiction.**

**This is a Court Order.**



Your name: \_\_\_\_\_

**14**  **Record Unlawful Communications**

The person in ① has the right to record communications made by the person in ③ that violate the judge's orders.

**15**  **Batterer Intervention Program**

The person in ③ must go to and pay for a 52-week batterer intervention program and show written proof of completion to the court. This program must be approved by the probation department.

**16** **No Fee to Notify (Serve) Restrained Person**

If the sheriff or marshal serves this order, he or she will do it for free.

**17**  **Other Orders**

Other orders relating to property control, debt payment, attorney fees, restitution, and/or other issues are in attached Form DV-170 or (*specify other form*): \_\_\_\_\_

**18** **Service**

- a.  The people in ① and ③ were at the hearing or agreed in writing to this order. No other proof of service is needed.
- b.  The person in ① was at the hearing. The person in ③ was not.
- (1)  Proof of service of Form DV-110 was presented to the court. The judge's orders in this form are the same as in Form DV-110 except for the end date. The person in ③ must be served. This order can be served by mail.
- (2)  Proof of service of Form DV-110 was presented to the court. The judge's orders in this form are different from the orders in Form DV-110. Someone—not the people in ① or ②—must personally "serve" a copy of this order to the person in ③.

**19** **Attached pages are orders.**

- Number of pages attached to this 5-page form: \_\_\_\_\_
- All of the attached pages are part of this order.
- Attachments include (*check all that apply*):
  - DV-140    DV-145    DV-150    DV-160    DV-170    FL-343
  - Other (*specify*): \_\_\_\_\_

Date: \_\_\_\_\_

▶ \_\_\_\_\_  
Judge (or Judicial Officer)

**This is a Court Order.**

Your name: \_\_\_\_\_

**Instructions for Law Enforcement****20 Start Date and End Date of Orders**

The orders *start* on the earlier of the following dates:

- The hearing date on page 1 *or*
- The date next to the judge's signature on page 3.

The orders *end* on the end date in item 4 on page 1. If no end date is listed, they end 3 years from the hearing date.

**21 Arrest Required If Order Is Violated**

If an officer has probable cause to believe that the restrained person had notice of the order and has disobeyed the order, the officer must arrest the restrained person. (Penal Code, §§ 836(c)(1), 13701(b).) A violation of the order may be a violation of Penal Code section 166 or 273.6.

**22 Notice/Proof of Service**

Law enforcement must first determine if the restrained person had notice of the orders. If notice cannot be verified, the restrained person must be advised of the terms of the orders. If the restrained person then fails to obey the orders, the officer must enforce them. (Family Code, § 6383.)

Consider the restrained person "served" (noticed) if:

- The officer sees a copy of the *Proof of Service* or confirms that the *Proof of Service* is on file; *or*
- The restrained person was at the restraining order hearing or was informed of the order by an officer. (Fam. Code, § 6383; Pen. Code, § 836(c)(2).) An officer can obtain information about the contents of the order in the Domestic Violence Restraining Orders System (DVROS). (Fam. Code, § 6381(b)(c).)

**23 If the Protected Person Contacts the Restrained Person**

Even if the protected person invites or consents to contact with the restrained person, the orders remain in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The orders can be changed only by another court order. (Pen. Code, § 13710(b).)

**24 Child Custody and Visitation**

- The custody and visitation orders are on Form DV-140, items ③ and ④. They are sometimes also written on additional pages or referenced in DV-140 or other orders that are not part of the restraining order.
- **Forms DV-100 and DV-105 are not orders. Do not enforce them.**

**25 Enforcing the Restraining Order in California**

Any law enforcement officer in California who receives, sees, or verifies the orders on a paper copy, the California Law Enforcement Telecommunications System (CLETS), or in an NCIC Protection Order File must enforce the orders.

**26 Conflicting Orders**

A protective order issued in a criminal case on Form CR-160 takes precedence in enforcement over any conflicting civil court order. (Pen. Code, § 136.2(e)(2).) Any nonconflicting terms of the civil restraining order remain in full force. An emergency protective order (Form EPO-001) that is in effect between the same parties and is more restrictive than other restraining orders takes precedence over all other restraining orders. (Pen. Code, § 136.2.)

**This is a Court Order.**

Your name: \_\_\_\_\_

**Warnings and Notices to the Restrained Person in ③**

**27 If you do not obey this order, you can be arrested and charged with a crime.**

- It is a felony to take or hide a child against this order. You can go to prison and/or pay a fine.
- If you travel to another state or to tribal lands or make the protected person do so, with the intention of disobeying this order, you can be charged with a federal crime.
- If you do not obey this order, you can go to prison and/or pay a fine.

**28 You cannot have guns or firearms.**



**You cannot own, have, possess, buy or try to buy, receive or try to receive, or otherwise get a gun or firearm while the order is in effect. If you do, you can go to jail and pay a \$1,000 fine. You must sell to a licensed gun dealer or turn in to police any guns or firearms that you have or control. The judge will ask you for proof that you did so. If you do not obey this order, you can be charged with a crime. Federal law says you cannot have guns or ammunition while the order is in effect.**

*(Clerk will fill out this part)*

**—Clerk's Certificate—**

*[seal]*

I certify that this *Restraining Order After Hearing (Order of Protection)* is a true and correct copy of the original on file in the court.

Date: \_\_\_\_\_ Clerk, by \_\_\_\_\_, Deputy

**This is a Court Order.**

This form is attached to Form DV-130, Restraining Order After Hearing (Order of Protection).

1 Protected person's name: \_\_\_\_\_

2 Restrained person's name: \_\_\_\_\_

3  **Property Control**  
Only the person in 1 can use, possess, and control the following property: \_\_\_\_\_

4  **Debt Payment**  
The person in 2 must make these payments until this order ends:  
 Check here if you need more space. Attach Form MC-020 or a sheet of paper and write "DV-170, Item 4—Debt Payment" at the top.  
Pay to: \_\_\_\_\_ for: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Due date: \_\_\_\_\_  
Pay to: \_\_\_\_\_ for: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Due date: \_\_\_\_\_  
Pay to: \_\_\_\_\_ for: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Due date: \_\_\_\_\_

5  **Property Restraint**  
The people in 1 and 2 must not transfer, borrow against, sell, hide, or get rid of any property, except in the usual course of business or for the necessities of life. In addition, each person must notify the other of any new or big expenses and explain them to the court.

6  **Attorney Fees and Costs**  
The person in 2 must pay the following lawyer fees and costs:  
Pay to: \_\_\_\_\_ for: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Due date: \_\_\_\_\_  
Pay to: \_\_\_\_\_ for: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Due date: \_\_\_\_\_

7  **Payments for Costs and Services**  
The person in 2 must pay the following:  
Pay to: \_\_\_\_\_ for: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Due date: \_\_\_\_\_  
Pay to: \_\_\_\_\_ for: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Due date: \_\_\_\_\_  
Pay to: \_\_\_\_\_ for: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Due date: \_\_\_\_\_

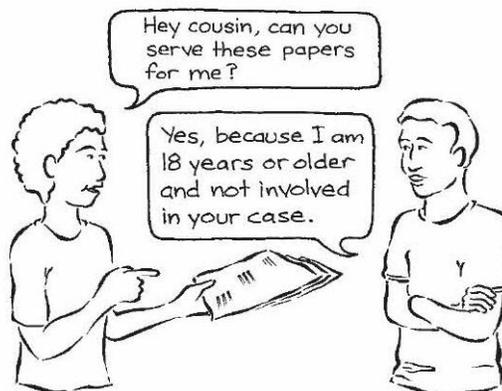
8 **Other Orders**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**This is a Court Order.**

**What is “service”?**

There are many kinds of service—in person, by mail, and others. This form is about “in-person service.” The *Notice of Court Hearing* (Form DV-109(TC)), *Temporary Restraining Order* (Form DV-110(TC)), and *Request for Order* (Form DV-100(TC)) must be served “in person.” That means someone—not you or anyone else protected by the order—must personally “serve” (give) the restrained person a copy of the forms. Service lets the other person know:

- What orders you are asking for
- The hearing date
- How to answer



**Who can serve?**

Ask someone you know, a process server, or law enforcement to personally “serve” (give) a copy of these forms to the restrained person. You **cannot** send them by mail.

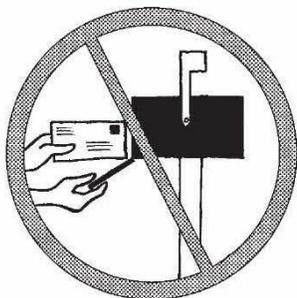
The server must:

- Be 18 or over
- Not be protected by the orders

The sheriff or marshal is authorized to serve the orders for **free**, but you have to ask.

A “process server” is a business you pay to deliver court forms. Look in the Yellow Pages under “Process Serving.”

(If law enforcement or the process server uses a different proof of service form, make sure it lists the forms served.)



*Don't serve it by mail!*

**How to serve**

Ask the server to:

- Walk up to the person to be served.
- Make sure it’s the right person. Say the person’s name: “Are you John Doe?” or “Hi, John Doe.”
- Give copies of all papers checked on Form DV-200(TC).
- Fill out and sign the *Proof of Service* form (DV-200(TC)).
- Give the signed *Proof of Service* to you.

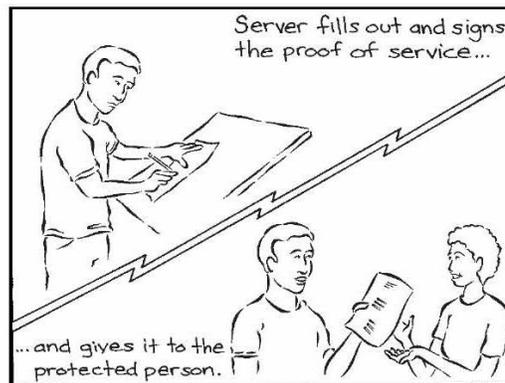


**What if the person won’t take the papers or tears them up?**

- If the person won’t take the papers, just leave them near the person.
- It doesn’t matter if the person tears them up.

**Who signs the *Proof of Service*?**

Only the person who serves the orders can sign the *Proof of Service*. You do not sign Form DV-200(TC). The restrained person does not sign this form.



**When do the orders have to be served?**

It depends. To know the exact date, you have to look at two things on Form DV-109(TC):

First, look at the hearing date on page 1 of Form DV-109(TC). Next, look at the number of days written in ⑤ on page 2.

③ **Notice of Court Hearing**  
**A court hearing is scheduled on the**

<b>Hearing Date</b>	Date: _____	Time: _____
	Dept.: _____	Room: _____

If you want to respond to the request for orders in *Order*. Whether or not you respond in writing

⑤ **Service of Documents and Time for**  
**To the Person in**

At least \_\_ days before the hearing, someone personally give (serve) a court's file-stamped in ② along with a copy of all the forms

Look at a calendar. Subtract the number of days in ⑤ from the hearing date. That's the final date to have the orders served. It's always OK to serve earlier than that date.

If nothing is written in ⑤, follow these rules:

- If the restrained person was notified that you asked for temporary orders, you have 15 days before the hearing.
- If the restrained person was not notified that you asked for temporary orders, you have 5 days before the hearing.

**Why do I have to get the papers served?**

- The **police cannot arrest** anyone for violating an order **unless** the restrained person knows about the order.
- The **judge cannot make the orders permanent** unless the restrained person was served.

**What happens if I can't get the papers served before the hearing date?**

Before your hearing, fill out and file the *Reissue Notice of Court Hearing and Temporary Restraining Order* (Form DV-125(TC)). This form asks the judge for a new hearing date and makes any temporary orders last until then. Ask the clerk for the form or go to [www.nctcc.org](http://www.nctcc.org).

You **must** attach a copy of Form DV-125(TC) to a copy of your original papers. That way, the police will know your orders are still in effect. And the restrained person will be served with notice of the new hearing date. For more information on getting a new hearing date, read Form DV-126(TC)-INFO.

**What do I do with the completed *Proof of Service*?**

If someone other than the sheriff serves the orders, you should:

- Make at least five copies.
- File the original *Proof of Service* (Form DV-200(TC)) with the court at least 2 days before your hearing.
- The clerk will send it to CLETS, a statewide computer system that lets police know about your order.
- Bring a copy of the *Proof of Service* to your hearing.
- Always keep an extra copy with you for your safety.

If the sheriff serves the orders, he or she will send the *Proof of Service* to the court and CLETS for you.

California Law Enforcement Telecommunications System (CLETS) Information Form

Important Notice: This form MUST NOT become part of the court file. It is confidential and private. It can be used by the court or law enforcement to enter a restraining order in CLETS or to locate the restrained person to serve a restraining order.

To the Protected Person: Complete this form and give it to the court clerk. The clerk will send it to CLETS, a statewide computer system that lets police know about your order.

Case number for your restraining order (if you know it):

1 Protected Person (name):

Sex: M F Height: Weight: Race: Hair Color: Eye Color: Age: Date of Birth:

(mailing address listed on restraining order) (city, state, zip) (telephone number [optional])

Vehicle (type, model, year):

Vehicle license number:

2 Restrained Person (name):

Sex: M F Height: Weight: Race: Hair Color: Eye Color: Age: Date of Birth:

(residence address) (city, state, zip) (telephone number)

(workplace) (occupation/title) (work hours)

(business address) (city, state, zip) (telephone number)

Driver's license number and state: Vehicle license number and state:

Vehicle (type, model, year):

Social Security Number:

Describe any marks, scars, or tattoos:

Other names used by the restrained person:

Describe any guns or firearms you believe the restrained person owns or has access to (number, types, and locations):

3 Other Protected People

Name Date of Birth Sex Race

Confidential—Do not file in court file.

**What is a "domestic violence restraining order"?**

It is a court order that can help protect people from abuse.

**What is abuse?**

Abuse means to hit, kick, hurt, scare, throw things, pull hair, push, follow, harass, sexually assault, or threaten to do any of these things. Abuse can be spoken, written, or physical.

**Can I get a restraining order?**

You can ask for one if:

- A person has abused you *and*
- You have a close relationship with that person (married, divorced, separated, registered domestic partnership, dating or used to date, live together or used to live together\*), or you are related (parent, child, brother, sister, grandmother, grandfather, in-law)

\* You have to be more than just roommates.

**What if I don't qualify for a restraining order?**

If you do not qualify, there are other kinds of orders you can ask for:

- Civil harassment order (can be used for neighbors, roommates, and co-workers)
- Dependent adult or elder abuse restraining order

Ask the court clerk for the forms you need for these special kinds of orders. You may also want to talk to a lawyer.

**How soon can I get the order?**

The judge will decide whether or not to make the order within 24 hours of your request. Sometimes the judge decides sooner.

**How will the restraining order help me?**

It can order the restrained person to:

- Not contact or go near you, your children, other relatives, or others who live with you
- Not have a gun
- Move out of your house

**Other orders are available. The restraining order can also provide for:**

- Child custody and visitation orders
- Child support
- Spousal support

**How long does the order last?**

The first (temporary) order lasts until your next court date. At that time, the judge will decide to continue or cancel the order. The order issued at that hearing could last for up to 5 years. Child custody, visitation, and support orders last longer. Child custody, visitation, and support orders can last until the child turns 18.

**How much does it cost?**

Nothing.

**What if I don't have a green card?**

You can still get a restraining order. The people at the courthouse do not work for U.S. Citizenship and Immigration Services (USCIS). If you are worried about deportation, talk to an immigration lawyer.

**Do I have to go to court?**

Yes. Go to court on the date the clerk gives you. If you do not, your order will end.

**Do I need a lawyer?**

No. But it is a good idea, especially if you have children. Ask the court clerk about legal services and domestic violence help centers in your county. The clerk can also send you to the Family Law Facilitator for help with child support.

**Do I need to bring a witness to the court hearing?**

No. But it helps to have proof of the abuse. You can bring:

- A statement from a witness, made under oath
- A witness
- Photos
- Medical or police reports
- Damaged property
- A threatening letter, an e-mail, or a telephone message

The judge may or may not let a witness speak at the hearing.

**Will I see the restrained person at the hearing?**

If the restrained person comes to the hearing, yes. But that person does not have the right to speak to you. If you are afraid, tell the court officer. Read *Get Ready for Your Hearing (For Protected Person)* (Form DV-520-INFO).

**Can I bring someone with me to the court?**

Yes. You can bring someone to sit with you during the hearing. But that person cannot speak for you in court. Only you or your lawyer (if you have one) can speak for you.

**What if I don't speak English?**

When you file your papers, ask the clerk for a court interpreter. If the interpreter is not available for your court date, bring someone to interpret for you. Do not ask a child, or anyone protected by the order, to interpret for you.

**What if I am deaf or hard of hearing?****Requests for Accommodations**

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the proceeding. Contact the clerk's office or go to [www.courtinfo.ca.gov/forms](http://www.courtinfo.ca.gov/forms) for *Request for Accommodations by Persons With Disabilities and Response* (Form MC-410). (Civil Code, § 54.8.)

**How will the restrained person know about the order?**

Someone who is at least 18—not you or anyone else protected by the order—must “serve” (give) the restrained person with a copy of the order. The sheriff will do it for free (use Form CH-101/DV-290) but you have to ask. For more help, ask the court clerk for Form DV-210-INFO.

**What if the restrained person doesn't obey the order?**

Call the police. The restrained person can be arrested and charged with a crime.

**Can I agree with the restrained person to cancel the order?**

No. Only the judge can change or cancel the order.

**Can I use the restraining order to get divorced or terminate a registered domestic partnership?**

No. These forms will not end your marriage or registered domestic partnership. You must file other forms to end your marriage or registered domestic partnership. The court clerk can tell you where to get legal help.

**Can this order stop the other person from taking our children away?**

Yes. The judge can order the person named in the orders *not* to take the children out of California, or the county you live in, without your written agreement or another court order.

**What if I move?**

Your restraining order works anywhere in the United States. If you move out of California, contact your new local police so they will know about your orders. If you want to move with your minor children, you need the other parent's permission or a court order. (There are some exceptions. Talk to a lawyer.)

**Need more information?**

Ask the court clerk about free or low-cost legal help. Or call the National Domestic Violence Hotline:

**1-800-799-7233**

**TDD: 1-800-787-3224**

They can help you in more than 100 languages. It's free and private.

For help in your area, contact:

- 1 **Take your forms to the court clerk.** The clerk will give your forms to the judge. The judge will look at them and decide whether to make the order. Sometimes the judge will want to talk to you. If so, the clerk will tell you.
- 2 **Find out if the judge made the temporary restraining order.** Ask the clerk when to come back to see if the judge signed the order (Form DV-110). The judge must decide by the next business day. Check to see if the judge made any changes.
- 3 **“File” the judge’s order.** If the judge signs the order, the clerk will “file” it. The clerk will keep the original for the court and give you 5 “filed” copies. If you need more, make them yourself.

**What to do with your copies:**

- Keep 1 copy with you, always. You may need to show it to the police.
- Keep another copy in a safe place.
- Give a copy to anyone else protected by the order.
- Take copies to places where the restrained person is ordered not to go (school, work, daycare, etc.)
- Give a copy to the security officers in your apartment building and workplace.

Restraining orders get entered into CLETS, a statewide computer system that lets police know about your order. The court will send the order to CLETS for you.

4 **Know your hearing date.**

Look at Form DV-110 for the date and time of your hearing.

You **must** go to your hearing to get a permanent order.

The order you have now only lasts for about 3 weeks.




## 5 “Serve” the restrained person.

Ask someone you know, a process server, or law enforcement to personally “serve” (give) the restrained person a copy of the order. You **cannot** send it by mail.

The server must:

- Be 18 or over
- Not be protected by the orders

Law enforcement will serve the orders\* for **free**, but you have to ask.

Use Form CH-101/DV-290 to ask for free service.

A “process server” is a business you pay to deliver court forms. Look in the Yellow Pages under “Process Serving.”\*

\*If law enforcement or the process server uses a different *Proof of Service* form, make sure the form lists all the forms served.

## 6 File your *Proof of Service* (Form DV-200).

The *Proof of Service* shows the judge and police that the restrained person got a copy of the order. Make 5 copies of the completed *Proof of Service*. Take the original and 5 copies to the court clerk as soon as possible **before your hearing**. The clerk will keep the original and give you back the copies stamped “Filed.” Bring a copy to your hearing.

Keep 1 copy with you and another in a safe place in case you need to show it to the police. Give the other copies out as you did in 3. The court will send your completed *Proof of Service* to CLETS, a statewide computer system that lets police know about your order.

- If the sheriff serves your order, he or she will send the *Proof of Service* to the court and to CLETS for you.

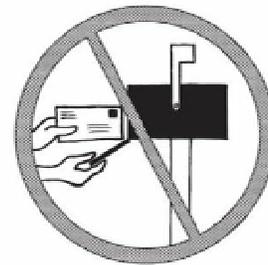
## 7 If the restrained person wasn’t served . . .

The restrained person **must** be served before the hearing. If the restrained person wasn’t served, fill out Form DV-125 to ask the judge for a new hearing date. Do this **before** or **at** your hearing. (If you wait until after the hearing, you have to start from the beginning.)

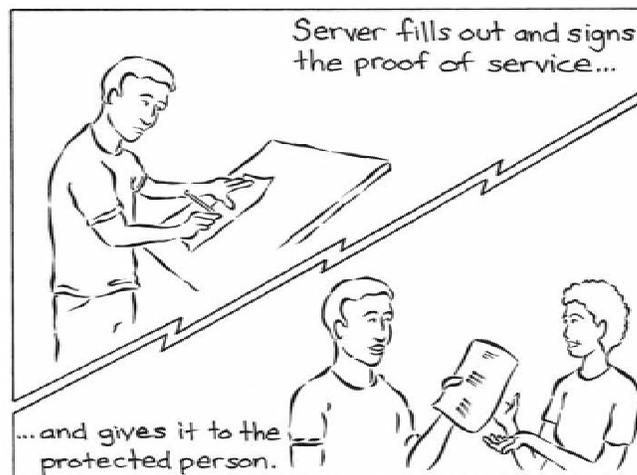
If the judge signs this order, the restraining order will last until the new hearing date.

- File the signed order (Form DV-125) with the clerk. The clerk will send it to CLETS for you.
- Attach it to your other court papers and get the restrained person served.
- If you didn’t file the original *Proof of Service*, bring it to your hearing.
- Bring a copy of Form DV-125 to your hearing.

After serving the orders, the server fills out and signs the *Proof of Service* and gives it to you.



*Don't serve by mail!*



**Be prepared.**

- Bring documents that support your case (police or medical reports, rental agreements or receipts, photos, bills, etc.). Bring 2 copies of all documents and filed forms, including the *Proof of Service*.
- You can bring a friend or relative (a “support” person), but that person must not talk for you in court.
- You can bring a witness to help support your case. Witnesses may or may not be permitted to testify. But you can bring a written statement of what the witness saw or heard. You must file and serve witness statements at the same time that you file Forms DV-100 and DV-110.
- Most courtrooms do not allow children. Ask if there is a children’s waiting room in the courthouse.

**Don't miss your hearing!**

If you miss it, the restraining orders will end and you will have to start from the beginning.

**Get there 30 minutes early.**

- Find the courtroom.
- When the courtroom opens, go in and tell the clerk or officer that you are present.
- If you are afraid of the restrained person, tell the officer.
- Watch the other cases so you will know what to do.
- When your name is called, go to the front of the courtroom.
- Your hearing may last just a few minutes or up to an hour or more. However, you may be at court several hours, depending on the number of other cases.

**What if you don't speak English?**

When you file your papers, tell the clerk you will need an interpreter. If a court interpreter is not available, bring someone to interpret for you. Do not ask a child, a protected person, or a witness to interpret for you.

**What if you are deaf or hard of hearing?****Requests for Accommodations**

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the proceeding. Contact the clerk’s office or go to [www.courtinfo.ca.gov/forms](http://www.courtinfo.ca.gov/forms) for *Request for Accommodations by Persons With Disabilities and Order* (Form MC-410). (Civil Code, § 54.8.)

**Practice what you want to say.**

Make a list of the orders you want and practice saying them. Do not take more than 3 minutes to say what you want.

If you get nervous at the hearing, just read from your list. Use that list to see if the judge has made every order you asked for.

**The judge may ask questions.**

- Tell the truth. Speak slowly. You can read from your list.
- The restrained person or his or her lawyer may also ask you questions.
- Give complete answers.
- If you don't understand, say “I don’t understand the question.”
- If the restrained person lies in court, wait until he or she finishes talking. Then tell the judge.
- Speak only to the judge unless it is your turn to ask questions.
- When people are talking to the judge, wait for them to finish. Then you can ask them questions about what they said.

### The judge will decide.

- At the hearing, the judge will consider whether denial of any orders will risk your safety or the safety of children for whom you are requesting custody, visitation, or child support. The judge will also consider safety concerns about your financial needs and the children's.
- At the end of the hearing, the judge will say what the orders are.
- Make sure your Form DV-130 says what the judge has ordered. Sometimes the clerk fills out the form for you. If not, fill it out yourself. If you filled it out before the hearing, you may have to make changes.
- Review it and make sure you understand. If anything is wrong or missing, tell the clerk right away.
- If the judge makes the orders, the judge will sign your Form DV-130. Take it to the clerk to file it. The clerk will give you up to 5 copies.

### The judge may “continue” your case.

This means you have to come back another day. The judge can do this if:

- The restrained person needs time to get a lawyer or prepare an answer
- The judge wants more information
- Your hearing is taking longer than planned

Ask the judge to extend the temporary orders until the new hearing date.

Ask the clerk for the forms you need.

### What about child custody or visitation?

- If you need child custody or visitation orders, the judge will send you to mediation. Mediation helps parents agree on a plan for custody and visitation that is best for the children.
- If you are sent to mediation, the judge may make your restraining, custody, and visitation orders last until the next hearing or until another court order.
- Either parent can ask to meet with the mediator separately. You can bring a support person with you to mediation. A support person can provide emotional support but cannot speak for you.

### What happens after the hearing?

- Ask the clerk if the court will fill out Form DV-130 for you. If not, fill it out.
- If the judge makes the orders, go to the clerk and file Form DV-130. The clerk will send it to CLETS, a statewide computer system that lets police know about the order.
- Take a copy of DV-130 to your local police or sheriff if the clerk does not send it for you.
- If the restrained person was at the hearing, you can have him or her served with a copy of Form DV-130 by mail. Ask the server to complete Form DV-250 and give it back to you after he or she mails Form DV-130.
- If the restrained person was not at the hearing, but the judge's orders are the *same* as the temporary order, you can have him or her served with a copy of DV-130 by mail. Ask the server to complete Form DV-250 and give it back to you.
- If the restrained person was not at the hearing, and the judge's orders are *different* from the temporary order, you must have someone serve Form DV-130 in person, not by mail. Ask the server to complete Form DV-200 and give it back to you.

### Remember: You and other protected people cannot serve the orders.

The sheriff or marshal will serve the orders for free. Ask the court clerk if you need to file more forms. You may need Form CH-101/DV-290 and Form 982(a)(17). Otherwise, take your *Proof of Service* (Form DV-200 or DV-250) to the clerk and file it. Keep a copy. Read Form DV-210-INFO for help.

## Get copies.

Get copies of your restraining order and *Proof of Service* from the court clerk:

- Keep 1 copy with you, always. You may need to show it to the police.
- Keep another copy in a safe place.
- Give a copy to anyone else protected by the order.
- Take copies to places where the restrained person is ordered not to go (school, work, daycare, etc.).
- Give a copy to the security officers in your apartment building and workplace.

## If any problems, call the police.

Call the police *right away* if the restrained person violates any of the orders. Also:

- Write down what happened, when, where, and the names of any witnesses.
- Get copies of police reports.
- If you are hurt, get copies of medical reports.

Even if you haven't served the orders yet, call the police.

Show the police a copy of your orders. If the restrained person is there, ask the officer to serve the orders. If the officer serves the orders, he or she will send the *Proof of Service* to the court and CLETS for you. CLETS is a statewide computer system that lets police know about your order.



*If you're in danger, call 911!*

## Police can arrest.

It is a crime to disobey the judge's orders.

The restrained person can:

- Be fined *or*
- Go to jail

Ask your local district attorney (D.A.) how he or she will handle your case. The D.A. may file criminal or contempt charges. You can always call the D.A. for information about a criminal case.

You can also file a civil contempt action. Ask the court clerk for forms.



## Guns

The restrained person cannot

- own
- have
- buy or try to buy

a gun or firearm while the order is in effect. If the person does, he or she can go to jail and pay a fine of \$1,000.

A law enforcement officer can tell you the types and numbers of firearms registered to the restrained person.

**What is a restraining order?**

It is a court order.

**What does the order do?**

It can order you to:

- Not contact or go near the protected person
- Not have a gun while the order is in effect
- Move out of the house
- Follow child custody and visitation orders
- Pay child support and
- Pay spousal support

**Read the order carefully. If you disobey the order, you can go to jail or be fined.**

**What if I have a gun?**

You cannot own, possess, or have a gun or firearm while the order is in effect. If you have a gun now, you must sell it to a licensed gun dealer or turn it in to police. Read Form DV-810-INFO.

**Should I go to the hearing?**

Yes. Go to court on the hearing date listed on page 1 of Form DV-110. If you do not go to court, the judge can make the orders without hearing from you.

**How do I tell my side of the story?**

File Form DV-120 before the hearing date. Also, have someone mail it to the person who asked for the order or to the person's lawyer. This is "Service." The person who mails it must fill out and sign a *Proof of Service by Mail* (Form DV-250). File the *Proof of Service* with the court clerk. Keep a copy.

**Do I have to get a lawyer?**

No. But it is a good idea, especially if you have children. Ask the clerk how to find free or low-cost legal services.

**What if I also have criminal charges against me?**

See a lawyer. Anything you say or write can be used against you in your criminal case.

**What if I am a victim of domestic violence?**

Call the National Domestic Violence Hotline:

**1-800-799-7233**

**TDD: 1-800-787-3224**

Ask who can help you file a restraining order.



**Can I bring a witness to the court hearing?**

You can bring witnesses or documents that support your case, but the judge may not have enough time to talk to the witnesses. So bring their written statements of what they saw or heard. *You must file and mail witness statements at least 10 days before the hearing or when you mail your Answer (Form DV-120) to the protected person.*

**Will I see the protected person at the court hearing?**

If the protected person comes to the hearing, you will see him or her. Do not talk to the protected person unless the judge says you can.

**How long does the order last?**

The first (temporary) order lasts until your next court date. At that time, the judge will decide to grant or deny a longer-term order. That order can last for up to 5 years. Spousal support orders can last longer than 5 years. Custody, visitation, and child support orders can last until the child turns 18.

**What if the protected person contacts me?**

No matter what, you have to follow the court order. The order does not affect the protected person. It only affects what *you* can do. Tell the protected person you cannot have contact.

**Can I agree with the protected person to cancel the order?**

No. Only the judge can change or cancel the order.

**What happens if I don't obey the court order?**

The police can arrest you. You can go to jail and pay a fine.

**What if I don't have a green card?**

The order is valid whether you have a green card or not. If you are worried about being deported, talk to an immigration lawyer.

**What if I don't speak English?**

Ask someone who speaks English to call the court clerk before your hearing and ask for a court interpreter. If the interpreter is not available, bring someone to interpret for you. Do not ask a child, a witness, or a protected person to interpret for you.

**What if I am deaf or hard of hearing?****Requests for Accommodations**

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the proceeding. Contact the clerk's office or go to [www.courtinfo.ca.gov/forms](http://www.courtinfo.ca.gov/forms) for *Request for Accommodations by Persons With Disabilities and Order* (Form MC-410). (Civil Code, § 54.8.)

## Be prepared.

- Bring documents that support your case (police or medical reports, rental agreements or receipts, pictures, bills, etc.).
- You can bring a witness to help support your case. Witnesses may or may not be permitted to testify. But you can bring a written statement of what the witness saw or heard. (You must file and serve witness statements by mail or in person, along with your *Answer* (Form DV-120). Bring filed copies of your *Answer* and *Proof of Service* [Form DV-250] to your hearing.)
- Most courtrooms do not allow children. Ask the court clerk if there is a children's waiting room in the courthouse.
- **Don't miss the hearing! If you miss it, the judge can make the orders without hearing from you.**

## Get there 30 minutes early.

- Find the courtroom.
- When the courtroom opens, go in and tell the clerk or officer that you are present.
- If the person who asked for the order is present, do not sit near or talk to him or her.
- Watch the other cases so you will know what to do.
- When your name is called, go to the front of the courtroom.
- Your hearing may last just a few minutes or up to an hour or more. However, you may be at court several hours, depending on the number of other cases.

## What if I don't speak English?

Ask someone who speaks English to call the court clerk before your hearing and ask for a court interpreter. If the interpreter is not available, bring someone to interpret for you. Do not ask a child, a witness, or a protected person to interpret for you.

## What if I am deaf or hard of hearing?



### Requests for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the proceeding. Contact the clerk's office or go to [www.courtinfo.ca.gov/forms](http://www.courtinfo.ca.gov/forms) for *Request for Accommodations by Persons With Disabilities and Order* (Form MC-410). (Civil Code, § 54.8.)

## Practice telling what you disagree with.

Make a list of the orders you disagree with. Practice saying why you disagree. Do not take more than 3 minutes to say which orders you disagree with.

If you get nervous at the hearing, just read from your list. Use your list to make sure you have told the judge about each order you disagree with.



### **The judge may ask questions.**

- Tell the truth. Speak slowly. You can read from your list.
- The other person or a lawyer may also ask you questions.
- Give complete answers.
- If you don't understand, say "I don't understand the question."
- If the other person lies in court, wait until he or she finishes talking. Then tell the judge.
- Speak only to the judge. Do not talk to the other person unless it is your turn to ask questions.
- When people are talking to the judge, wait for them to finish. Then you can ask them questions about what they said.
- Do not sit near or talk to the other person.

### **The judge will decide.**

- At the end of the hearing, the judge will say what the orders are.
- You will be served with the *Restraining Order After Hearing* (Form DV-130) within a few days, by mail or in person.
- If anything on the Form DV-130 is different from what the judge ordered, talk to a lawyer right away. Or ask the court clerk how to find free or low-cost legal services.

### **The judge may "continue" your case.**

This means you have to come back another day. The judge can do this if:

- You need more time to get a lawyer or prepare an answer
- The judge wants more information
- Your hearing is taking longer than planned

### **If your case is continued . . .**

- The judge may make the orders last until the new hearing date.
- Bring all your papers back to court at the next hearing.

### **What about child custody or visitation?**

- If you need child custody or visitation orders, the judge will send you to mediation. Mediation helps parents agree on a plan for custody and visitation that is best for the children.
- If you are sent to mediation, the judge may make your temporary custody and visitation orders last until the next hearing or until another court order.
- Either parent can ask to meet with the mediator separately.

### **What happens after the hearing?**

- If the judge makes the orders, you must obey them. If you don't, you can be arrested.
- If you do not receive a copy of the orders, ask the clerk for a copy, or talk to a lawyer.

**1 What does “renew” mean?**

- If the judge “renews” your *Restraining Order After Hearing* (Form DV-130), it will have a new end date.
- The order will last longer than the current order.

**2 When do I ask for the renewal?**

Before your current Form DV-130 ends.

**3 How long can the new order last?**

There is no limit on the number of years it can last. The order can be permanent.

**4 How much does it cost?**

Nothing.

**5 Do I have to go to court?**

Yes. Go to court on the date the clerk gives you. If you do not, your order will end.

**6 Fill out:**

- DV-700 (*Request to Renew Restraining Order*)
- DV-710 (*Notice of Hearing to Renew Restraining Order*)

**7 What next?**

- Make at least 2 copies of those forms.
- Attach a copy of your current *Restraining Order After Hearing* (Form DV-130) to Form DV-700.

**8 Take your forms to the court clerk.**

The clerk will give your forms to the judge for signature. Sometimes the judge may want to talk to you. If so, the clerk will tell you. If the judge signs Form DV-170, the court will send it to CLETS, a statewide computer system that lets police know about your order.

**9 The clerk or judge will set a hearing date.**

You must go to the hearing. Form DV-710 will tell you when and where it will be.

**DV-710 Notice of Hearing to Renew Restraining Order**

Protected person's name: \_\_\_\_\_  
 Protected person's address (skip this if you have a lawyer; if you want your address to be private, give a mailing address instead): \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Your phone # (optional): (\_\_\_\_) \_\_\_\_\_  
 Your lawyer (if you have one): Name, address, phone #, and State Bar #: \_\_\_\_\_

Restrainted person's name: \_\_\_\_\_  
 Describe that person: Sex  M  F; Ht. \_\_\_\_\_; Wt. \_\_\_\_\_; Race: \_\_\_\_\_; Hair Color: \_\_\_\_\_; Eye Color: \_\_\_\_\_; Age: \_\_\_\_\_; Date of Birth: \_\_\_\_\_

Court Hearing  
 The judge has set a court hearing date: \_\_\_\_\_  
 Time: \_\_\_\_\_  
 Date of day or two before: \_\_\_\_\_

The current restraining orders stay in effect until the hearing date. Name and address of court if different from above:  
 Court: \_\_\_\_\_ Dept.: \_\_\_\_\_ Time: \_\_\_\_\_ Rm.: \_\_\_\_\_

To the person in #9: At the hearing, the judge can make restraining orders that last forever. At the hearing, you can tell the judge if you do not want the orders against you. Also, you can file a written answer on Form MC-300. Even if you do not attend the hearing, you must obey the restraining orders.

Service and Answer

To Person Asking for Order: Someone 18 or over—not you or anyone else protected by the restraining order—must personally “serve” a copy of this order and a copy of the original Restraining Order After Hearing to the person in #9 at least \_\_\_\_\_ days before the hearing. For help with “serve or answering,” read Form DV-210 or DV-540.

To Person Served With Order: Have someone 18 or over—not you—“serve” a copy of your answer on the person in #9 by mail and file it with the court at least \_\_\_\_\_ days before the hearing.

Date: \_\_\_\_\_ Judge or Judge of the Court: \_\_\_\_\_

**This is a Court Order.**

Notice of Hearing to Renew Restraining Order (CLETS) (Domestic Violence Prevention) DV-710, Page 1 of 1

**10 Personally serve the restrained person with a copy of these forms:**

- DV-700 (*Request to Renew Restraining Order*)
- DV-710 (*Notice of Hearing to Renew Restraining Order*)
- Your current DV-130 (*Restraining Order After Hearing*)
- MC-030 (*Declaration*)—Leave it blank for the restrained person to answer.

For information on “service,” read Form DV-210-INFO. Someone over 18—not you or anyone protected by the restraining order—can serve the order.

**This is not a Court Order.**



### 11 File your *Proof of Service*.

- The *Proof of Service* (Form DV-200) shows the judge that the restrained person knows about the hearing date.
- Make 5 copies of the original *Proof of Service*.
- Take the original and the copies to the court clerk at least 2 days before your hearing. The clerk will file the original and give you back the copies stamped “Filed.”
- The clerk will send the *Proof of Service* to CLETS, a statewide computer system that lets police know about your order.

### 12 Go to the court hearing.

At the hearing, the judge will decide whether or not to renew the order.

### 13 If the judge renews the order at the hearing . . .

- A new *Restraining Order After Hearing* (Form DV-130) will need to be filled out. Some courts will do this for you. In other courts, you will have to do it yourself. Ask the court clerk for information on the local process. The judge will sign the new Form DV-130 after it is filled out.
- The clerk will file the original and give you up to 5 stamped copies.
- The court will send the new Form DV-130 to CLETS, a statewide computer system that lets police know about the order.
- If the restrained person was at the hearing, you can have him or her served with a copy of Form DV-130 by mail. Ask the server to complete Form DV-250 and give it to you.
- If the restrained person was not at the hearing, you must have someone serve Form DV-130 in person, not by mail. Ask the server to complete Form DV-200 and give it to you.

### 14 File your *Proof of Service*.

- Make 5 copies of the completed *Proof of Service* (Form DV-200 or DV-250).
- Mail or take the original and the copies to the court clerk. The clerk will file the original and give you back the copies stamped “Filed.”
- Keep one copy with you and another in a safe place in case you need to show it to the police.
- The court or the sheriff (if the sheriff serves the order) will send the *Proof of Service* to CLETS for you.

**This is not a Court Order.**