

**Superior Court of Washington  
County of**

In re the Marriage of:  
 In re the Domestic Partnership of:

and  
  
Petitioner,  
  
Respondent.

**No.**

**Temporary Order  
(TMO/TMRO)**

Clerk's Action Required  
 Law Enforcement Notification, ¶ 3.1

**I. Judgment/Order Summaries**

**1.1 Restraining Order Summary**

Does not apply.     Restraining Order Summary is set forth below:

Name of person(s) restrained: \_\_\_\_\_ Name of person(s) protected: \_\_\_\_\_ **See paragraph 3.1.**

***Violation of a Restraining Order in paragraph 3.1 with actual notice of its terms is a criminal offense under Chapter 26.50 RCW and will subject the violator to arrest. RCW 26.09.060.***

**1.2 Money Judgment Summary**

Does not apply.  
 Judgment Summary is set forth below.

- A. Judgment creditor \_\_\_\_\_
- B. Judgment debtor \_\_\_\_\_
- C. Principal judgment amount \$ \_\_\_\_\_
- D. Interest to date of judgment \$ \_\_\_\_\_
- E. Attorney fees \$ \_\_\_\_\_
- F. Costs \$ \_\_\_\_\_
- G. Other recovery amount \$ \_\_\_\_\_
- H. Principal judgment shall bear interest at \_\_\_\_\_% per annum
- I. Attorney fees, costs and other recovery amounts shall bear interest at \_\_\_\_\_% per annum
- J. Attorney for judgment creditor \_\_\_\_\_

- K. Attorney for judgment debtor \_\_\_\_\_  
L. Other:

## II. Basis

A motion for a temporary order was presented to this court and the court finds reasonable cause to issue the order.

- Further, the court finds that the nonrequesting party is absent and a) is on active duty as a National Guard member or Reservist residing in Washington, or b) is a dependent of a National Guard member or Reservist residing in Washington on active duty. Despite the service member's or dependent's absence, failure to enter the temporary orders below would result in manifest injustice to the other interested parties.

## III. Order

***It is Ordered:***

### 3.1 Restraining Order

#### ***Previous Order***

- The prior temporary restraining order dated \_\_\_\_\_ remains in full force and effect.

- The prior temporary restraining order dated \_\_\_\_\_:

Is terminated.

Is terminated and replaced by the following:

This order shall be filed forthwith in the clerk's office and entered of record. The clerk of the court shall forward a copy of this order on or before the next judicial day to (name of appropriate law enforcement agency) \_\_\_\_\_ which shall forthwith enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants.

***The protected party or the protected party's attorney must complete a law enforcement information sheet and provide it with this order before this order will be entered into the law enforcement computer system.***

***Violation of a Restraining Order in paragraph 3.1 with actual notice of its terms is a criminal offense under Chapter 26.50 RCW and will subject the violator to arrest. RCW 26.09.060.***

- Does not apply.

The  petitioner  respondent is restrained and enjoined from disturbing the peace of the other party or of any child.

- The  petitioner  respondent is restrained and enjoined from going onto the grounds of or entering the home, work place or school of the other party, or the day care or school of the following named children: \_\_\_\_\_

- The  petitioner  respondent is restrained and enjoined from knowingly coming within or

knowingly remaining within (distance) \_\_\_\_\_ of the home, work place or school of the other party, or the day care or school of these children:

- (Name) \_\_\_\_\_ is restrained and enjoined from molesting, assaulting, harassing or stalking (name) \_\_\_\_\_. (The following firearm restrictions apply if this box is checked and the parties are intimate partners as defined under federal law: Effective immediately and continuing as long as this restraining order is in effect, the restrained person may not possess a firearm or ammunition. 18 U.S.C. § 922(g)(8). A violation of this federal firearms law carries a maximum possible penalty of 10 years in prison and a \$250,000 fine. An exception exists for law enforcement officers and military personnel when carrying department/government-issue firearms. 18 U.S.C. § 925(a)(1).)

**Clerk's Action/Law Enforcement Action**

- This order shall be filed forthwith in the clerk's office and entered of record. The clerk of the court shall forward a copy of this order on or before the next judicial day to (name of appropriate law enforcement agency) \_\_\_\_\_ which shall forthwith enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants.

**The protected party or the protected party's attorney must complete a law enforcement information sheet and provide it with this order before this order will be entered into the law enforcement computer system.**

**Service**

- The restrained party or attorney appeared in court or signed this order; service of this order is not required.
- The restrained party or attorney did not appear in court; service of this order is required. The requesting party must arrange for service of this order on the restrained party. File the original Return of Service with the clerk and provide a copy to the law enforcement agency listed above.

**Expiration Date**

This restraining order will expire in 12 months and shall be removed from any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants, unless a new order is issued, or unless the court sets forth another expiration date here: (month/day/year) \_\_\_\_\_.

**Full Faith and Credit**

Pursuant to 18 U.S.C. § 2265, a court in any of the 50 states, the District of Columbia, Puerto Rico, any United States territory, and any tribal land within the United States shall accord full faith and credit to the order.

**3.2 Temporary Relief**

- The  petitioner  respondent shall pay the other party \$ \_\_\_\_\_ per month maintenance.
- Starting Date: \_\_\_\_\_
- Day(s) of the month payment is due: \_\_\_\_\_

Payments shall be made to:

- the Washington State Child Support Registry (if child support is ordered).
  - directly to the other spouse or domestic partner.
  - the clerk of this court as trustee for remittance to the other spouse or domestic partner (if there are no dependent children).
  - Other:
- Child support shall be paid in accordance with the order of child support, signed by the court.
- The parties shall comply with the Temporary Parenting Plan signed by the court.
- The parties shall comply with the Temporary Residential Time Re Military Parents signed by the court.
- The  petitioner  respondent is restrained and enjoined from transferring, removing, encumbering, concealing or in any way disposing of any property except in the usual course of business or for the necessities of life and requiring each party to notify the other of any extraordinary expenditures made after the order is issued.
- The  petitioner  respondent is restrained and enjoined from removing any of the children from the state of Washington.
- The  petitioner  respondent is restrained and enjoined from assigning, transferring, borrowing, lapsing, surrendering or changing entitlement of any insurance policies of either or both parties whether medical, health, life or auto insurance.
- The  petitioner  respondent shall surrender any deadly weapon in his or her immediate possession or control or subject to his or her immediate possession or control to:  
(name or agency) \_\_\_\_\_.
- Each party shall be immediately responsible for their own future debts whether incurred by credit card or loan, security interest or mortgage.
- Responsibility for the debts of the parties is divided as follows:
- The family home shall be occupied by the  petitioner  respondent.
- Use of property shall be as follows:
- The  petitioner  respondent shall vacate the family home. You have a right to keep your residential address confidential.  (name) \_\_\_\_\_ waives confidentiality of the address which is: \_\_\_\_\_.
- The  petitioner  respondent shall pay temporary attorney fees, other professional fees and costs in the amount of \$ \_\_\_\_\_ to:
- Other:

**3.3 Bond or Security**

- Does not apply.
- The filing of a bond or the posting of security is waived.
- Other:

**3.4 Other**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Judge/Commissioner**

Petitioner or petitioner’s attorney:  
 A signature below is actual notice of this order.  
 Presented by:  
 Approved for Entry:  
 Notice for presentation waived:

Respondent or respondent’s attorney:  
 A signature below is actual notice of this order.  
 Presented by:  
 Approved for Entry:  
 Notice for presentation waived:

\_\_\_\_\_  
Signature of Petitioner or Lawyer/WSBA No.

\_\_\_\_\_  
Signature of Respondent or Lawyer/WSBA No.

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date