HANDOUT #10

Permanent Restraining Order in Settlement of CSA Case (PA)

SOLOFF & ZERVANOS, P.C. BY: JEFFREY P. FRITZ, ESQUIRE Attorney I.D. # 78124 1525 Locust Street, Eighth Floor Philadelphia, PA 19102 (215) 732-2260 A.L. (a pseudonym) & A.A. (a pseudonym) Plaintiff v. redact & redact & redact

Defendants

Attorney for Phrintion Start

Attorney for Phrintion Start

18 JUN 2015 04:24 pm

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

MAY TERM, 2012 NO. 0919

AGREED ORDER OF SETTLEMENT

AND NOW, this day of , 2015, this matter, coming to be heard for a trial without jury, with all parties having agreed upon economic and non-economic terms of settlement of Plaintiffs', redact claims, and all parties having agreed to submit the non-economic terms of their agreement to this Court to be reflected as an Order of this Court, and the Court being fully advised;

IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

- 1. From the date hereof and at all times in the future, Defendant redact agrees not to commit any of the following acts with respect to Plaintiffs, redact ... (pseudonyms) who are the biological daughters of redact , namely acts of communication of any kind, physical abuse, harassment, interference with personal liberty, or direct or indirect contact of any kind at any time with A.A. and A.L., their immediate family members (including spouses, significant others, and children) or maternal family members of A.A. and A.L., during redact re 's lifetime and it is further specifically agreed that Defendant redact :
 - a. Shall not enter, visit or remain in the household or premises of A.A. or A.L. or any other location at which A.A. or A.L. make their household or residence (temporary or permanent) in the future;
 - b. Shall stay away from A.A. and A.L., their immediate family members (including spouses, significant others, and children) and maternal family members of A.A. and A.L., at all times;
 - c. Shall be prohibited from telephoning, texting, emailing, messaging, mailing or using any electronic or other means to contact A.A. and A.L., their immediate family members (including spouses, significant others, and children) and maternal family members of A.A. and A.L. in any way;

- d. Shall have no contact of any kind with A.A. and A.L. their immediate family members (including spouses, significant others, and children) and maternal family members of A.A. and A.L. through any third parties;
- e. Shall maintain a distance of at least one thousand feet (1000') from any location where A.A. and A.L. their immediate family members (including spouses, significant others, and children) and maternal family members of A.A. and A.L. are situated; and
- f. Shall not oppose any requests by the Commonwealth of Pennsylvania, the State of New Jersey, or plaintiffs A.A. and A.L., their immediate family members (including spouses, significant others, and children) and maternal family members of A.A. and A.L.to have an order similar to the order contained herein from being entered, including but not limited to any obligations, restrictions or requirements ordered as a condition of redact release from incarceration.
- 2. In the event Defendant redact violates any of the terms of this Order, he shall also be liable to and shall pay to the Plaintiff A.A. or A.L. the sum of FIVE THOUSAND dollars (\$5,000.00) for each violation.
- 3. Defendant redact will be found to have violated the terms of this Order if, after due notice and petition by Plaintiff and hearing as may be required by this court upon such petition, this court enters a finding of violation.
- 4. The obligations of Defendant redact contained in paragraphs 1-3, above shall be in addition to, and not in lieu of, any sanction, penalty, fine or other order or obligation or condition of release that this court or any other Court or administrative agency may enter or impose upon a finding of violation or as a condition of redact release from incarceration.
- 5. The court retains jurisdiction to enforce any and all of the terms of this Order.

BY THE COURT:

, J.

