

California Conference on Self- Represented Litigants

Consumer and Small Claims Law and Updates

Tuesday, May 15, 2007

8:45 a.m. — 12 noon [Break 10:15 a.m. — 10:30 a.m.]

CONSUMER AND SMALL CLAIMS LAW AND UPDATES

A. INTRODUCTIONS

B. OVERVIEW OF SMALL CLAIMS PROCESS (Bad Check Case) [8:45 a.m.–10:15 a.m.]

- **Outline bad check law**
 - Sample demand letter (www.courtinfo.ca.gov/selfhelp/smallclaims/badcheck.htm)
 - On-line program to create demand letter
(www.courtinfo.ca.gov/selfhelp/smallclaims/demandbadcheck.htm)
 - Penalty damages
 - District Attorney Fraud Unit (bad check)

- **Preparing a claim**
 - Judicial Council form SC-100 *Plaintiff's Claim and ORDER to go to Small Claims Court*
 - Limits \$5,000 -- \$7,500
 - Collectible?

- **Naming a defendant**
 - County Recorder
 - Secretary of State
 - City Hall business license division
 - Judicial Council form SC-104C *How to Serve a Business or Public Entity*

- **Filing the claim** – getting a hearing date

- **Serving the claim**
 - Certified Mail (CT Corporation)
 - Personal service
 - Substituted service
 - Judicial Council form SC-104B *What is 'Proof of Service'?*

- **Court hearing**
 - How much am I entitled to?
 - Why am I entitled to that amount?

- **Appeal**

- **Collection**
 - Collectible?
 - Abstract of Judgment
 - Debtor exam
 - Writ of Execution
 - bank levy
 - till tap/keeper
 - debtor's spouse
 - bank levy
 - wages

[BREAK]

C. SMALL CLAIMS CONSUMER LAW AND DELIVERY MODELS [10:30 a.m.–12 noon]

- Small Claims Resources
 - Department of Consumer Affairs
 - Forms packet
 - On-line resources (www.courtinfo.ca.gov/selfhelp)
- Consumer **Issues/Statutes**
 - Car buyer: No cooling off period--buy the right to rescind (www.dca.ca.gov/pubs/car_buyer_rights.htm)
 - Landlord/Tenant security deposits
 - DCA Landlord/Tenant Book
 - Civil Code 1950.5 walk-throughs
- Car accidents
 - Defendants
 - Insurance
- Little-known consumer statutes
 - handout
- Delivery models
 - San Diego
 - Orange
 - Mono
 - San Joaquin
 - Other models
- Questions

PRESENTERS

Albert Balingit, Staff Counsel, Legal Affairs Division, Department of Consumer Affairs, Sacramento, 916-574-8220, Albert.Balingit@dca.ca.gov

Judith Coker, Staff Attorney, Small Claims Legal Advisory, North County Division, San Diego Superior Court, 619-236-2471, Judith.Coker@sdcourt.ca.gov

John Lamb, Supervising Attorney (ret.), Legal Affairs Division, Department of Consumer Affairs, 805-927-4640, jojobahh@sbcglobal.net.

Jay Sacks, Supervising Staff Attorney, Small Claims Legal Advisory, Central Division, San Diego Superior Court, 619-236-2471, Jay.Sachs@sdcourt.ca.gov

William Tanner, Directing Attorney, Small Claims Advisor Program, Legal Aid Society of Orange County, 714-571-5227, btanner@legal-aid.com

Cara Vonk, Attorney, Office of General Counsel, Administrative Office of the Courts, San Francisco, 415-865-7669, cara.vonk@jud.ca.gov

DOCUMENTS

Judicial Council Small Claims forms: www.courtinfo.ca.gov/forms

SC-100	Plaintiffs Claim
SC-104	Proof of Service
SC-104C	How to Serve a Business
SC-134	Application and Order to Produce Statement of Assets and Appear for Examination
EJ-001	Abstract of Judgment
EJ-130	Writ of Execution

LINKS

www.courtinfo.ca.gov/selfhelp	Self Help Information
www.ezlegalfile.com	Forms Preparation Software
www.icandocs.org/ca	Forms Preparation Software
www.dca.ca.gov	Department of Consumer Affairs
www.ss.ca.gov	Secretary of State

E-FILE SMALL CLAIMS

Los Angeles	www.lasuperiorcourt.org/efiling/login.aspx
Orange County	www.icandocs.com/ca
Sacramento	www.apps-saccourt.com/scc/

Tuesday, May 15, 2007
Consumer and Small Claims Law and Updates
8:45 a.m. -- Noon

Interesting Consumer Statutes-

Updated **5/2007**

Civil Code § **1770**. List of proscribed practices

Civil Code § **1780**. Consumer's action; relief; senior citizens or disabled persons; venue; court costs and attorney's fees

Civil Code § **1962**. Disclosures by owner or rental agent to tenant; agent failing to make disclosure as agent of owner

Civil Code § **1962.5**. Optional methods of disclosure

Civil Code § **1962.7**. Failure to comply; service of process; mailing to address at which rent is paid

Civil Code § **1524**. Satisfaction; part performance

Civil Code § **1526**. Check or draft tendered in full discharge of claim; acceptance; protest; composition or extension agreement between debtor and creditors; release of claim

Civil Code § **789.3**. Utility services; prevention of access to property; removal of doors, windows or personalty; intent to terminate occupancy; liability of landlord; injunctive relief

Civil Code § **1057.3**. Release of escrow funds; failure to comply; liability

Business and Professions Code § **9884.9**. Written estimates; consent of customer; notation and acknowledgment; authorization for work or parts

Vehicle Code § **22658**. Removal of vehicle from private property by property owner; towing companies and charges

Vehicle Code § **22658.1**. Damaging of fence while removing vehicle; location and notification of property owner by towing company

Vehicle Code § **24007**. Responsibility of dealer or other person selling motor vehicle

Labor Code § **203**. Failure to make payment within required time; penalty; employee avoiding payment; limitation of actions

Civil Procedure (CCP) § **1029.8**. Unlicensed persons who cause injury or damage to another person as result of providing goods or performing services for which a license is required; award of treble damages, attorneys fees, and costs; application of section

Business and Professions Code § **7031**. Unlicensed contractors prohibited from bringing or maintaining action to recover compensation in any court in state; recovery by person utilizing unlicensed contractor

Business and Professions Code § 17538.5. Businesses selling consumer goods or services; disclosure of legal name and address; punishment; exceptions; commercial mail receiving agencies; requirements; liability

Civil Code § 1770. List of proscribed practices

a) The following unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer are unlawful:

- (1) Passing off goods or services as those of another.
- (2) Misrepresenting the source, sponsorship, approval, or certification of goods or services.
- (3) Misrepresenting the affiliation, connection, or association with, or certification by, another.
- (4) Using deceptive representations or designations of geographic origin in connection with goods or services.
- (5) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or she does not have.
- (6) Representing that goods are original or new if they have deteriorated unreasonably or are altered, reconditioned, reclaimed, used, or secondhand.
- (7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.
- (8) Disparaging the goods, services, or business of another by false or misleading representation of fact.
- (9) Advertising goods or services with intent not to sell them as advertised.
- (10) Advertising goods or services with intent not to supply reasonably expectable demand, unless the advertisement discloses a limitation of quantity.
- (11) Advertising furniture without clearly indicating that it is unassembled if that is the case.
- (12) Advertising the price of unassembled furniture without clearly indicating the assembled price of that furniture if the same furniture is available assembled from the seller.
- (13) Making false or misleading statements of fact concerning reasons for, existence of, or amounts of price reductions.
- (14) Representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law.
- (15) Representing that a part, replacement, or repair service is needed when it is not.

(16) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.

(17) Representing that the consumer will receive a rebate, discount, or other economic benefit, if the earning of the benefit is contingent on an event to occur subsequent to the consummation of the transaction.

(18) Misrepresenting the authority of a salesperson, representative, or agent to negotiate the final terms of a transaction with a consumer.

(19) Inserting an unconscionable provision in the contract.

(20) Advertising that a product is being offered at a specific price plus a specific percentage of that price unless (1) the total price is set forth in the advertisement, which may include, but is not limited to, shelf tags, displays, and media advertising, in a size larger than any other price in that advertisement, and (2) the specific price plus a specific percentage of that price represents a markup from the seller's costs or from the wholesale price of the product. This subdivision shall not apply to in-store advertising by businesses which are open only to members or cooperative organizations organized pursuant to Division 3 (commencing with Section 12000) of Title 1 of the Corporations Code where more than 50 percent of purchases are made at the specific price set forth in the advertisement.

(21) Selling or leasing goods in violation of Chapter 4 (commencing with Section 1797.8) of Title 1.7.

(22)(A) Disseminating an unsolicited prerecorded message by telephone without an unrecorded, natural voice first informing the person answering the telephone of the name of the caller or the organization being represented, and either the address or the telephone number of the caller, and without obtaining the consent of that person to listen to the prerecorded message.

(B) This subdivision does not apply to a message disseminated to a business associate, customer, or other person having an established relationship with the person or organization making the call, to a call for the purpose of collecting an existing obligation, or to any call generated at the request of the recipient.

(23) The home solicitation, as defined in subdivision (h) of Section 1761, of a consumer who is a senior citizen where a loan is made encumbering the primary residence of that consumer for the purposes of paying for home improvements and where the transaction is part of a pattern or practice in violation of either subsection (h) or (i) of Section 1639 of Title 15 of the United States Code or subsection (e) of Section 226.32 of Title 12 of the Code of Federal Regulations.

A third party shall not be liable under this subdivision unless (1) there was an agency relationship between the party who engaged in home solicitation and the third party or (2) the third party had actual knowledge of, or participated in, the unfair or deceptive transaction. A third party who is a holder in due course under a home solicitation transaction shall not be liable under this subdivision.

(b)(1) It is an unfair or deceptive act or practice for a mortgage broker or lender, directly or

indirectly, to use a home improvement contractor to negotiate the terms of any loan that is secured, whether in whole or in part, by the residence of the borrower and which is used to finance a home improvement contract or any portion thereof. For purposes of this subdivision, "mortgage broker or lender" includes a finance lender licensed pursuant to the California Finance Lenders Law (Division 9 (commencing with Section 22000) of the Financial Code), a residential mortgage lender licensed pursuant to the California Residential Mortgage Lending Act (Division 20 (commencing with Section 50000) of the Financial Code), or a real estate broker licensed under the Real Estate Law (Division 4 (commencing with Section 10000) of the Business and Professions Code).

(2) This section shall not be construed to either authorize or prohibit a home improvement contractor from referring a consumer to a mortgage broker or lender by this subdivision. However, a home improvement contractor may refer a consumer to a mortgage lender or broker if that referral does not violate Section 7157 of the Business and Professions Code or any other provision of law. A mortgage lender or broker may purchase an executed home improvement contract if that purchase does not violate Section 7157 of the Business and Professions Code or any other provision of law. Nothing in this paragraph shall have any effect on the application of Chapter 1 (commencing with Section 1801) of Title 2 to a home improvement transaction or the financing thereof.

Civil Code § 1780. Consumer's action; relief; senior citizens or disabled persons; venue; court costs and attorney's fees

(a) Any consumer who suffers any damage as a result of the use or employment by any person of a method, act, or practice declared to be unlawful by Section 1770 may bring an action against that person to recover or obtain any of the following:

- (1) Actual damages, but in no case shall the total award of damages in a class action be less than one thousand dollars (\$1,000).
- (2) An order enjoining the methods, acts, or practices.
- (3) Restitution of property.
- (4) Punitive damages.
- (5) Any other relief that the court deems proper.

(b)(1) Any consumer who is a senior citizen or a disabled person, as defined in subdivisions (f) and (g) of Section 1761, as part of an action under subdivision (a), may seek and be awarded, in addition to the remedies specified therein, up to five thousand dollars (\$5,000) where the trier of fact does all of the following:

(A) Finds that the consumer has suffered substantial physical, emotional, or economic damage resulting from the defendant's conduct.

(B) Makes an affirmative finding in regard to one or more of the factors set forth in subdivision (b) of Section 3345.

(C) Finds that an additional award is appropriate.

(2) Judgment in a class action by senior citizens or disabled persons under Section 1781 may award each class member that additional award if the trier of fact has made the foregoing findings.

(c) An action under subdivision (a) or (b) may be commenced in the county in which the person against whom it is brought resides, has his or her principal place of business, or is doing business, or in the county where the transaction or any substantial portion thereof occurred.

In any action subject to the provisions of this section, concurrently with the filing of the complaint, the plaintiff shall file an affidavit stating facts showing that the action has been commenced in a county described in this section as a proper place for the trial of the action. If a plaintiff fails to file the affidavit required by this section, the court shall, upon its own motion or upon motion of any party, dismiss the action without prejudice.

(d) The court shall award court costs and attorney's fees to a prevailing plaintiff in litigation filed pursuant to this section. Reasonable attorney's fees may be awarded to a prevailing defendant upon a finding by the court that the plaintiffs prosecution of the action was not in good faith.

Civil Code § 1962. Disclosures by owner or rental agent to tenant; agent failing to make disclosure as agent of owner

(a) Any owner of a dwelling structure specified in Section 1961 or a party signing a rental agreement or lease on behalf of the owner shall do all of the following:

(1) Disclose therein the name, telephone number, and usual street address at which personal service may be effected of each person who is:

(A) Authorized to manage the premises

(B) An owner of the premises or a person who is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for all notices and demands.

(2) Disclose therein the name, telephone number, and address of the person or entity to whom rent payments shall be made.

(A) If rent payments may be made personally, the usual days and hours that the person will be available to receive the payments shall also be disclosed.

(B) At the owner's option, the rental agreement or lease shall instead disclose the number of either:

(i) The account in a financial institution into which rent payments may be made, and the name and street address of the institution; provided that the institution is located within five miles of the rental property.

(ii) The information necessary to establish an electronic funds transfer procedure for paying the rent.

(3) Disclose therein the form or forms in which rent payments are to be made.

(4) Provide a copy of the rental agreement or lease to the tenant within 15 days of its execution by the tenant. Once each calendar year thereafter, upon request by the tenant, the owner or owner's agent shall provide an additional copy to the tenant within 15 days. If the owner or owner's agent does not possess the rental agreement or lease or a copy of it, the owner or owner's agent shall instead furnish the tenant with a written statement stating that fact and containing the information required by paragraphs (1), (2), and (3) of subdivision (a).

(b) In the case of an oral rental agreement, the owner, or a person acting on behalf of the owner for the receipt of rent or otherwise, shall furnish the tenant, within 15 days of the agreement, with a written statement containing the information required by paragraphs (1), (2), and (3) of subdivision (a). Once each calendar year thereafter, upon request by the tenant, the owner or owner's agent shall provide an additional copy of the statement to the tenant within 15 days.

(c) The information required by this section shall be kept current and this section shall extend to and be enforceable against any successor owner or manager, who shall comply with this section within 15 days of succeeding the previous owner or manager.

(d) A party who enters into a rental agreement on behalf of the owner who fails to comply with this section is deemed an agent of each person who is an owner:

(1) For the purpose of service of process and receiving and receipting for notices and demands.

(2) For the purpose of performing the obligations of the owner under law and under the rental agreement.

(3) For the purpose of receiving rental payments, which may be made in cash, by check, by money order, or in any form previously accepted by the owner or owner's agent, unless the form of payment has been specified in the oral or written agreement, or the tenant has been notified by the owner in writing that a particular form of payment is unacceptable.

(e) Nothing in this section limits or excludes the liability of any undisclosed owner.

(f) If the address provided by the owner does not allow for personal delivery, then it shall be conclusively presumed that upon the mailing of any rent or notice to the owner by the tenant to the name and address provided, the notice or rent is deemed receivable by the owner on the date posted, if the tenant can show proof of mailing to the name and address provided by the owner.

Civil Code § 1962.5. Optional methods of disclosure

(a) Notwithstanding subdivisions (a) and (b) of Section 1962, the information required by paragraph (1) of subdivision (a) of Section 1962 to be disclosed to a tenant may, instead of being disclosed in the manner described in subdivisions (a) and (b) of Section 1962, be disclosed by

the following method:

(1) In each dwelling structure containing an elevator a printed or typewritten notice containing the information required by paragraph (1) of subdivision (a) of Section 1962 shall be placed in every elevator and in one other conspicuous place.

(2) In each structure not containing an elevator, a printed or typewritten notice containing the information required by paragraph (1) of subdivision (a) of Section 1962 shall be placed in at least two conspicuous places.

(3) In the case of a single unit dwelling structure, the information to be disclosed under this section may be disclosed by complying with either paragraph (1) or (2).

(b) Except as provided in subdivision (a), all the provisions of Section 1962 shall be applicable.

Civil Code § 1962.7. Failure to comply; service of process; mailing to address at which rent is paid

In the event an owner, successor owner, manager, or agent specified in Section 1961 fails to comply with the requirements of this chapter, service of process by a tenant with respect to a dispute arising out of the tenancy may be made by registered or certified mail sent to the address at which rent is paid, in which case the provisions of Section 1013 of the Code of Civil Procedure shall apply.

Civil Code § 1524. Satisfaction; part performance

Part performance of an obligation, either before or after a breach thereof, when expressly accepted by the creditor in writing, in satisfaction, or rendered in pursuance of an agreement in writing for that purpose, though without any new consideration, extinguishes the obligation.

Civil Code § 1526. Check or draft tendered in full discharge of claim; acceptance; protest; composition or extension agreement between debtor and creditors; release of claim

(a) Where a claim is disputed or unliquidated and a check or draft is tendered by the debtor in settlement thereof in full discharge of the claim, and the words "payment in full" or other words of similar meaning are notated on the check or draft, the acceptance of the check or draft does not constitute an accord and satisfaction if the creditor protests against accepting the tender in full payment by striking out or otherwise deleting that notation or if the acceptance of the check or draft was inadvertent or without knowledge of the notation.

(b) Notwithstanding subdivision (a), the acceptance of a check or draft constitutes an accord and satisfaction if a check or draft is tendered pursuant to a composition or extension agreement between a debtor and its creditors, and pursuant to that composition or extension agreement, all creditors of the same class are accorded similar treatment, and the creditor receives the check or draft with knowledge of the restriction.

A creditor shall be conclusively presumed to have knowledge of the restriction if a creditor either:

- (1) Has, previous to the receipt of the check or draft, executed a written consent to the composition or extension agreement.
- (2) Has been given, not less than 15 days nor more than 90 days prior to receipt of the check or draft, notice, in writing, that a check or draft will be tendered with a restrictive endorsement and that acceptance and cashing of the check or draft will constitute an accord and satisfaction.
- (c) Notwithstanding subdivision (a), the acceptance of a check or draft by a creditor constitutes an accord and satisfaction when the check or draft is issued pursuant to or in conjunction with a release of a claim.
- (d) For the purposes of paragraph (2) of subdivision (b), mailing the notice by first-class mail, postage prepaid, addressed to the address shown for the creditor on the debtor's books or such other address as the creditor may designate in writing constitutes notice.

Civil Code § 789.3. Utility services; prevention of access to property; removal of doors, windows or personalty; intent to terminate occupancy; liability of landlord; injunctive relief

(a) A landlord shall not with intent to terminate the occupancy under any lease or other tenancy or estate at will, however created, of property used by a tenant as his residence willfully cause, directly or indirectly, the interruption or termination of any utility service furnished the tenant, including, but not limited to, water, heat, light, electricity, gas, telephone, elevator, or refrigeration, whether or not the utility service is under the control of the landlord.

(b) In addition, a landlord shall not, with intent to terminate the occupancy under any lease or other tenancy or estate at will, however created, of property used by a tenant as his or her residence, willfully:

(1) Prevent the tenant from gaining reasonable access to the property by changing the locks or using a bootlock or by any other similar method or device;

(2) Remove outside doors or windows; or

(3) Remove from the premises the tenant's personal property, the furnishings, or any other items without the prior written consent of the tenant, except when done pursuant to the procedure set forth in Chapter 5 (commencing with Section 1980) of Title 5 of Part 4 of Division 3.

Nothing in this subdivision shall be construed to prevent the lawful eviction of a tenant by appropriate legal authorities, nor shall anything in this subdivision apply to occupancies defined by subdivision (b) of Section 1940.

(c) Any landlord who violates this section shall be liable to the tenant in a civil action for all of

the following:

(1) Actual damages of the tenant.

(2) An amount not to exceed one hundred dollars (\$100) for each day or part thereof the landlord remains in violation of this section. In determining the amount of such award, the court shall consider proof of such matters as justice may require; however, in no event shall less than two hundred fifty dollars (\$250) be awarded for each separate cause of action. Subsequent or repeated violations, which are not committed contemporaneously with the initial violation, shall be treated as separate causes of action and shall be subject to a separate award of damages.

(d) In any action under subdivision (c) the court shall award reasonable attorney's fees to the prevailing party. In any such action the tenant may seek appropriate injunctive relief to prevent continuing or further violation of the provisions of this section during the pendency of the action. The remedy provided by this section is not exclusive and shall not preclude the tenant from pursuing any other remedy which the tenant may have under any other provision of law.

Civil Code § 1057.3. Release of escrow funds; failure to comply; liability

(a) It shall be the obligation of a buyer and seller who enter into a contract to purchase and sell real property to ensure that all funds deposited into an escrow account are returned to the person who deposited the funds or who is otherwise entitled to the funds under the contract, if the purchase of the property is not completed by the date set forth in the contract for the close of escrow or any duly executed extension thereof.

(b) Any buyer or seller who fails to execute any document required by the escrow holder to release funds on deposit in an escrow account as provided in subdivision (a) within 30 days following a written demand for the return of funds deposited in escrow by the other party shall be liable to the person making the deposit for all of the following:

(1) The amount of the funds deposited in escrow not held in good faith to resolve a good faith dispute.

(2) Damages of treble the amount of the funds deposited in escrow not held to resolve a good faith dispute, but liability under this paragraph shall not be less than one hundred dollars (\$100) or more than one thousand dollars (\$1,000).

(3) Reasonable attorney's fees incurred in any action to enforce this section.

(c) Notwithstanding subdivision (b), there shall be no cause of action under this section, and no party to a contract to purchase and sell real property shall be liable, for failure to return funds deposited in an escrow account by a buyer or seller, if the funds are withheld in order to resolve a good faith dispute between a buyer and seller. A party who is denied the return of the funds deposited in escrow is entitled to damages under this section only upon proving that there was no good faith dispute as to the right to the funds on deposit.

(d) Upon the filing of a cause of action pursuant to this section, the escrow holder shall deposit

the sum in dispute, less any cancellation fee and charges incurred, with the court in which the action is filed and be discharged of further responsibility for the funds.

(e) Neither any document required by the escrow holder to release funds deposited in an escrow account nor the acceptance of funds released from escrow, by any principal to the escrow transaction, shall be deemed a cancellation or termination of the underlying contract to purchase and sell real property, unless the cancellation is specifically stated therein. If the escrow instructions constitute the only contract between the buyer and seller, no document required by the escrow holder to release funds deposited in an escrow account shall abrogate a cause of action for breach of a contractual obligation to purchase or sell real property, unless the cancellation is specifically stated therein.

(f) For purposes of this section:

(1) "Close of escrow" means the date, specified event, or performance of prescribed condition upon which the escrow agent is to deliver the subject of the escrow to the person specified in the buyer's instructions to the escrow agent.

(2) "Good faith dispute" means a dispute in which the trier of fact finds that the party refusing to return the deposited funds had a reasonable belief of his or her legal entitlement to withhold the deposited funds. The existence of a "good faith dispute" shall be determined by the trier of fact.

(3) "Property" means real property containing one to four residential units at least one of which at the time the escrow is created is to be occupied by the buyer. The buyer's statement as to his or her intention to occupy one of the units is conclusive for the purposes of this section.

(g) Nothing in this section restricts the ability of an escrow holder to file an interpleader action in the event of a dispute as to the proper distribution of funds deposited in an escrow account.

Business and Professions Code § 9884.9. Written estimates; consent of customer; notation and acknowledgment; authorization for work or parts

(a) The automotive repair dealer shall give to the customer a written estimated price for labor and parts necessary for a specific job. No work shall be done and no charges shall accrue before authorization to proceed is obtained from the customer. No charge shall be made for work done or parts supplied in excess of the estimated price without the oral or written consent of the customer that shall be obtained at some time after it is determined that the estimated price is insufficient and before the work not estimated is done or the parts not estimated are supplied. Written consent or authorization for an increase in the original estimated price may be provided by electronic mail or facsimile transmission from the customer. The bureau may specify in regulation the procedures to be followed by an automotive repair dealer if an authorization or consent for an increase in the original estimated price is provided by electronic mail or facsimile transmission. If that consent is oral, the dealer shall make a notation on the work order of the date, time, name of person authorizing the additional repairs, and telephone number called, if any, together with a specification of the additional parts and labor and the total additional cost, and shall do either of the following:

- (1) Make a notation on the invoice of the same facts set forth in the notation on the work order.
- (2) Upon completion of the repairs, obtain the customer's signature or initials to an acknowledgment of notice and consent, if there is an oral consent of the customer to additional repairs, in the following language:

"I acknowledge notice and oral approval of an increase in the original estimated price. _____
(signature or initials)"

Nothing in this section shall be construed as requiring an automotive repair dealer to give a written estimated price if the dealer does not agree to perform the requested repair.

(b) The automotive repair dealer shall include with the written estimated price a statement of any automotive repair service that, if required to be done, will be done by someone other than the dealer or his or her employees. No service shall be done by other than the dealer or his or her employees without the consent of the customer, unless the customer cannot reasonably be notified. The dealer shall be responsible, in any case, for any service in the same manner as if the dealer or his or her employees had done the service.

(c) In addition to subdivisions (a) and (b), an automotive repair dealer, when doing auto body or collision repairs, shall provide an itemized written estimate for all parts and labor to the customer. The estimate shall describe labor and parts separately and shall identify each part, indicating whether the replacement part is new, used, rebuilt, or reconditioned. Each crash part shall be identified on the written estimate and the written estimate shall indicate whether the crash part is an original equipment manufacturer crash part or a nonoriginal equipment manufacturer aftermarket crash part.

(d) A customer may designate another person to authorize work or parts supplied in excess of the estimated price, if the designation is made in writing at the time that the initial authorization to proceed is signed by the customer. The bureau may specify in regulation the form and content of a designation and the procedures to be followed by the automotive repair dealer in recording the designation. For the purposes of this section, a designee shall not be the automotive repair dealer providing repair services or an insurer involved in a claim that includes the motor vehicle being repaired, or an employee or agent or a person acting on behalf of the dealer or insurer.

Vehicle Code § 22658. Removal of vehicle from private property by property owner; towing companies and charges

(a) The owner or person in lawful possession of private property, including an association of a common interest development as defined in Section 1351 of the Civil Code, may cause the removal of a vehicle parked on the property to a storage facility that meets the requirements of subdivision (n) under any of the following circumstances:

- (1) There is displayed, in plain view at all entrances to the property, a sign not less than 17 inches by 22 inches in size, with lettering not less than one inch in height, prohibiting public

parking and indicating that vehicles will be removed at the owner's expense, and containing the telephone number of the local traffic law enforcement agency and the name and telephone number of each towing company that is a party to a written general towing authorization agreement with the owner or person in lawful possession of the property. The sign may also indicate that a citation may also be issued for the violation.

(2) The vehicle has been issued a notice of parking violation, and 96 hours have elapsed since the issuance of that notice.

(3) The vehicle is on private property and lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, the owner or person in lawful possession of the private property has notified the local traffic law enforcement agency, and 24 hours have elapsed since that notification.

(4) The lot or parcel upon which the vehicle is parked is improved with a single-family dwelling.

(b) The tow truck operator removing the vehicle, if the operator knows or is able to ascertain from the property owner, person in lawful possession of the property, or the registration records of the Department of Motor Vehicles the name and address of the registered and legal owner of the vehicle, shall immediately give, or cause to be given, notice in writing to the registered and legal owner of the fact of the removal, the grounds for the removal, and indicate the place to which the vehicle has been removed. If the vehicle is stored in a storage facility, a copy of the notice shall be given to the proprietor of the storage facility. The notice provided for in this section shall include the amount of mileage on the vehicle at the time of removal and the time of the removal from the property. If the tow truck operator does not know and is not able to ascertain the name of the owner or for any other reason is unable to give the notice to the owner as provided in this section, the tow truck operator shall comply with the requirements of subdivision (c) of Section 22853 relating to notice in the same manner as applicable to an officer removing a vehicle from private property.

(c) This section does not limit or affect any right or remedy that the owner or person in lawful possession of private property may have by virtue of other provisions of law authorizing the removal of a vehicle parked upon private property.

(d) The owner of a vehicle removed from private property pursuant to subdivision (a) may recover for any damage to the vehicle resulting from any intentional or negligent act of a person causing the removal of, or removing, the vehicle.

(e)(1) An owner or person in lawful possession of private property, or an association of a common interest development, causing the removal of a vehicle parked on that property is liable for double the storage or towing charges whenever there has been a failure to comply with paragraph (1), (2), or (3) of subdivision (a) or to state the grounds for the removal of the vehicle if requested by the legal or registered owner of the vehicle as required by subdivision (f).

(2) A property owner or owner's agent or lessee who causes the removal of a vehicle parked on that property pursuant to the exemption set forth in subparagraph (A) of paragraph (1) of subdivision (1) and fails to comply with that subdivision is guilty of an infraction, punishable by

a fine of one thousand dollars (\$1,000).

(f) An owner or person in lawful possession of private property, or an association of a common interest development, causing the removal of a vehicle parked on that property shall notify by telephone or, if impractical, by the most expeditious means available, the local traffic law enforcement agency within one hour after authorizing the tow. An owner or person in lawful possession of private property, an association of a common interest development, causing the removal of a vehicle parked on that property, or the tow truck operator who removes the vehicle, shall state the grounds for the removal of the vehicle if requested by the legal or registered owner of that vehicle. A towing company that removes a vehicle from private property in compliance with subdivision (1) is not responsible in a situation relating to the validity of the removal. A towing company that removes the vehicle under this section shall be responsible for the following:

(1) Damage to the vehicle in the transit and subsequent storage of the vehicle.

(2) The removal of a vehicle other than the vehicle specified by the owner or other person in lawful possession of the private property.

(g)(1)(A) Possession of a vehicle under this section shall be deemed to arise when a vehicle is removed from private property and is in transit.

(B) Upon the request of the owner of the vehicle or that owner's agent, the towing company or its driver shall immediately and unconditionally release a vehicle that is not yet removed from the private property and in transit.

(C) A person failing to comply with subparagraph (B) is guilty of a misdemeanor.

(2) If a vehicle is released to a person in compliance with subparagraph (B) of paragraph (1), the vehicle owner or authorized agent shall immediately move that vehicle to a lawful location.

(h) A towing company may impose a charge of not more than one-half of the regular towing charge for the towing of a vehicle at the request of the owner, the owner's agent, or the person in lawful possession of the private property pursuant to this section if the owner of the vehicle or the vehicle owner's agent returns to the vehicle after the vehicle is coupled to the tow truck by means of a regular hitch, coupling device, drawbar, portable dolly, or is lifted off the ground by means of a conventional trailer, and before it is removed from the private property. The regular towing charge may only be imposed after the vehicle has been removed from the property and is in transit.

(i)(1)(A) A charge for towing or storage, or both, of a vehicle under this section is excessive if the charge exceeds the greater of the following:

(i) That which would have been charged for that towing or storage, or both, made at the request of a law enforcement agency under an agreement between a towing company and the law enforcement agency that exercises primary jurisdiction in the city in which is located the private property from which the vehicle was, or was attempted to be, removed, or if the private property is not located within a city, then the law enforcement agency that exercises primary jurisdiction in the county in which the private property is located.

(ii) That which would have been charged for that towing or storage, or both, under the rate approved for that towing operator by the California Highway Patrol for the jurisdiction in which the private property is located and from which the vehicle was, or was attempted to be, removed.

(B) A towing operator shall make available for inspection and copying his or her rate approved by the California Highway Patrol, if any, within 24 hours of a request without a warrant to law enforcement, the Attorney General, district attorney, or city attorney.

(2) If a vehicle is released within 24 hours from the time the vehicle is brought into the storage facility, regardless of the calendar date, the storage charge shall be for only one day. Not more than one day's storage charge may be required for a vehicle released the same day that it is stored.

(3) If a request to release a vehicle is made and the appropriate fees are tendered and documentation establishing that the person requesting release is entitled to possession of the vehicle, or is the owner's insurance representative, is presented within the initial 24 hours of storage, and the storage facility fails to comply with the request to release the vehicle or is not open for business during normal business hours, then only one day's storage charge may be required to be paid until after the first business day. A business day is any day in which the lienholder is open for business to the public for at least eight hours. If a request is made more than 24 hours after the vehicle is placed in storage, charges may be imposed on a full calendar day basis for each day, or part thereof, that the vehicle is in storage.

(j)(1) A person who charges a vehicle owner a towing, service, or storage charge at an excessive rate, as described in subdivision (h) or (i), is civilly liable to the vehicle owner for four times the amount charged.

(2) A person who knowingly charges a vehicle owner a towing, service, or storage charge at an excessive rate, as described in subdivision (h) or (i), or who fails to make available his or her rate as required in subparagraph (B) of paragraph (1) of subdivision (i), is guilty of a misdemeanor, punishable by a fine of not more than two thousand five hundred dollars (\$2,500), or by imprisonment in the county jail for not more than three months, or by both that fine and imprisonment.

(k)(1) A person operating or in charge of a storage facility where vehicles are stored pursuant to this section shall accept a valid credit card or cash for payment of towing and storage by a registered owner or the owner's agent claiming the vehicle. "Credit card" means "credit card" as defined in subdivision (a) of Section 1747.02 of the Civil Code, except for the purposes of this section, credit card does not include a credit card issued by a retail seller.

(2) A person described in paragraph (1) shall conspicuously display, in that portion of the storage facility office where business is conducted with the public, a notice advising that all valid credit cards and cash are acceptable means of payment.

(3) A person operating or in charge of a storage facility who refuses to accept a valid credit card or who fails to post the required notice under paragraph (2) is guilty of a misdemeanor, punishable by a fine of not more than two thousand five hundred dollars (\$2,500), or by

imprisonment in the county jail for not more than three months, or by both that fine and imprisonment.

(4) A person described in paragraph (1) who violates paragraph (1) or (2) is civilly liable to the registered owner of the vehicle or the person who tendered the fees for four times the amount of the towing and storage charges.

(5) A person operating or in charge of the storage facility shall have sufficient moneys on the premises of the primary storage facility during normal business hours to accommodate, and make change in, a reasonable monetary transaction.

(6) Credit charges for towing and storage services shall comply with Section 1748.1 of the Civil Code. Law enforcement agencies may include the costs of providing for payment by credit when making agreements with towing companies as described in subdivision (i).

(1)(1)(A) A towing company shall not remove or commence the removal of a vehicle from private property without first obtaining the written authorization from the property owner or lessee, including an association of a common interest development, or an employee or agent thereof, who shall be present at the time of removal and verify the alleged violation, except that presence and verification is not required if the person authorizing the tow is the property owner, or the owner's agent who is not a tow operator, of a residential rental property of 15 or fewer units that does not have an onsite owner, owner's agent or employee, and the tenant has verified the violation, requested the tow from that tenant's assigned parking space, and provided a signed request or electronic mail, or has called and provides a signed request or electronic mail within 24 hours, to the property owner or owner's agent, which the owner or agent shall provide to the towing company within 48 hours of authorizing the tow. The signed request or electronic mail shall contain the name and address of the tenant, and the date and time the tenant requested the tow. A towing company shall obtain within 48 hours of receiving the written authorization to tow a copy of a tenant request required pursuant to this subparagraph. For the purpose of this subparagraph, a person providing the written authorization who is required to be present on the private property at the time of the tow does not have to be physically present at the specified location of where the vehicle to be removed is located on the private property.

(B) The written authorization under subparagraph (A) shall include all of the following:

(i) The make, model, vehicle identification number, and license plate number of the removed vehicle.

(ii) The name, signature, job title, residential or business address and working telephone number of the person, described in subparagraph (A), authorizing the removal of the vehicle.

(iii) The grounds for the removal of the vehicle.

(iv) The time when the vehicle was first observed parked at the private property.

(v) The time that authorization to tow the vehicle was given.

(C)(i) When the vehicle owner or his or her agent claims the vehicle, the towing company prior to payment of a towing or storage charge shall provide a photocopy of the written authorization

to the vehicle owner or the agent.

(ii) If the vehicle was towed from a residential property, the towing company shall redact the information specified in clause (ii) of subparagraph (B) in the photocopy of the written authorization provided to the vehicle owner or the agent pursuant to clause (i).

(iii) The towing company shall also provide to the vehicle owner or the agent a separate notice that provides the telephone number of the appropriate local law enforcement or prosecuting agency by stating "If you believe that you have been wrongfully towed, please contact the local law enforcement or prosecuting agency at [insert appropriate telephone number]." The notice shall be in English and in the most populous language, other than English, that is spoken in the jurisdiction.

(D) A towing company shall not remove or commence the removal of a vehicle from private property described in subdivision (a) of Section 22953 unless the towing company has made a good faith inquiry to determine that the owner or the property owner's agent complied with Section 22953.

(E)(i) General authorization to remove or commence removal of a vehicle at the towing company's discretion shall not be delegated to a towing company or its affiliates except in the case of a vehicle unlawfully parked within 15 feet of a fire hydrant or in a fire lane, or in a manner which interferes with an entrance to, or exit from, the private property.

(ii) In those cases in which general authorization is granted to a towing company or its affiliate to undertake the removal or commence the removal of a vehicle that is unlawfully parked within 15 feet of a fire hydrant or in a fire lane, or that interferes with an entrance to, or exit from, private property, the towing company and the property owner, or owner's agent, or person in lawful possession of the private property shall have a written agreement granting that general authorization.

(2) If a towing company removes a vehicle under a general authorization described in subparagraph (E) of paragraph (1) and that vehicle is unlawfully parked within 15 feet of a fire hydrant or in a fire lane, or in a manner that interferes with an entrance to, or exit from, the private property, the towing company shall take, prior to the removal of that vehicle, a photograph of the vehicle that clearly indicates that parking violation. Prior to accepting payment, the towing company shall keep one copy of the photograph taken pursuant to this paragraph, and shall present that photograph and provide, without charge, a photocopy to the owner or an agent of the owner, when that person claims the vehicle.

(3) A towing company shall maintain the original written authorization, or the general authorization described in subparagraph (E) of paragraph (1) and the photograph of the violation, required pursuant to this section, and any written requests from a tenant to the property owner or owner's agent required by subparagraph (A) of paragraph (1), for a period of three years and shall make them available for inspection and copying within 24 hours of a request without a warrant to law enforcement, the Attorney General, district attorney, or city attorney.

(4) A person who violates this subdivision is guilty of a misdemeanor, punishable by a fine of

not more than two thousand five hundred dollars (\$2,500), or by imprisonment in the county jail for not more than three months, or by both that fine and imprisonment.

(5) A person who violates this subdivision is civilly liable to the owner of the vehicle or his or her agent for four times the amount of the towing and storage charges.

(m)(1) A towing company that removes a vehicle from private property under this section shall notify the local law enforcement agency of that tow after the vehicle is removed from the private property and is in transit.

(2) A towing company is guilty of a misdemeanor if the towing company fails to provide the notification required under paragraph (1) within 60 minutes after the vehicle is removed from the private property and is in transit or 15 minutes after arriving at the storage facility, whichever time is less.

(3) A towing company that does not provide the notification under paragraph (1) within 30 minutes after the vehicle is removed from the private property and is in transit is civilly liable to the registered owner of the vehicle, or the person who tenders the fees, for three times the amount of the towing and storage charges.

(4) If notification is impracticable, the times for notification, as required pursuant to paragraphs (2) and (3), shall be tolled for the time period that notification is impracticable. This paragraph is an affirmative defense.

(n) A vehicle removed from private property pursuant to this section shall be stored in a facility that meets all of the following requirements:

(1)(A) Is located within a 10-mile radius of the property from where the vehicle was removed.

(B) The 10-mile radius requirement of subparagraph (A) does not apply if a towing company has prior general written approval from the law enforcement agency that exercises primary jurisdiction in the city in which is located the private property from which the vehicle was removed, or if the private property is not located within a city, then the law enforcement agency that exercises primary jurisdiction in the county in which is located the private property.

(2)(A) Remains open during normal business hours and releases vehicles after normal business hours.

(B) A gate fee may be charged for releasing a vehicle after normal business hours, weekends, and state holidays. However, the maximum hourly charge for releasing a vehicle after normal business hours shall be one-half of the hourly tow rate charged for initially towing the vehicle, or less.

(C) Notwithstanding any other provision of law and for purposes of this paragraph, "normal business hours" are Monday to Friday, inclusive, from 8 a.m. to 5 p.m., inclusive, except state holidays.

(3) Has a public pay telephone in the office area that is open and accessible to the public.

(o)(1) It is the intent of the Legislature in the adoption of subdivision (k) to assist vehicle owners or their agents by, among other things, allowing payment by credit cards for towing and storage services, thereby expediting the recovery of towed vehicles and concurrently promoting the safety and welfare of the public.

(2) It is the intent of the Legislature in the adoption of subdivision (l) to further the safety of the general public by ensuring that a private property owner or lessee has provided his or her authorization for the removal of a vehicle from his or her property, thereby promoting the safety of those persons involved in ordering the removal of the vehicle as well as those persons removing, towing, and storing the vehicle.

(3) It is the intent of the Legislature in the adoption of subdivision (g) to promote the safety of the general public by requiring towing companies to unconditionally release a vehicle that is not lawfully in their possession, thereby avoiding the likelihood of dangerous and violent confrontation and physical injury to vehicle owners and towing operators, the stranding of vehicle owners and their passengers at a dangerous time and location, and impeding expedited vehicle recovery, without wasting law enforcement's limited resources.

(p) The remedies, sanctions, restrictions, and procedures provided in this section are not exclusive and are in addition to other remedies, sanctions, restrictions, or procedures that may be provided in other provisions of law, including, but not limited to, those that are provided in Sections 12110 and 34660.

Vehicle Code § 22658.1. Damaging of fence while removing vehicle; location and notification of property owner by towing company

(a) Any towing company that, in removing a vehicle, cuts, removes, otherwise damages, or leaves open a fence without the prior approval of the property owner or the person in charge of the property shall then and there do either of the following:

(1) Locate and notify the owner or person in charge of the property of the damage or open condition of the fence, the name and address of the towing company, and the license, registration, or identification number of the vehicle being removed.

(2) Leave in a conspicuous place on the property the name and address of the towing company, and the license, registration, or identification number of the vehicle being removed, and shall without unnecessary delay, notify the police department of the city in which the property is located, or if the property is located in unincorporated territory, either the sheriff or the local headquarters of the Department of the California Highway Patrol, of that information and the location of the damaged or opened fence.

(b) Any person failing to comply with all the requirements of this section is guilty of an infraction.

Vehicle Code § 24007. Responsibility of dealer or other person selling motor vehicle

(a)(1) No dealer or person holding a retail seller's permit shall sell a new or used vehicle that is not in compliance with this code and departmental regulations adopted pursuant to this code, unless the vehicle is sold to another dealer, sold for the purpose of being legally wrecked or dismantled, or sold exclusively for off-highway use.

(2) Paragraph (1) does not apply to any vehicle sold by either (A) a dismantler after being reported for dismantling pursuant to Section 11520 or (B) a salvage pool after obtaining a salvage certificate pursuant to Section 11515 or a nonrepairable vehicle certificate issued pursuant to Section 11515.2.

(3) Notwithstanding paragraph (1), the equipment requirements of this division do not apply to the sale of a leased vehicle by a dealer to a lessee if the lessee is in possession of the vehicle immediately prior to the time of the sale and the vehicle is registered in this state.

(b)(1) Except as provided in Section 24007.5, no person shall sell, or offer or deliver for sale, to the ultimate purchaser, or to any subsequent purchaser a new or used motor vehicle, as those terms are defined in Chapter 2 (commencing with Section 39010) of Part 1 of Division 26 of the Health and Safety Code, subject to Part 5 (commencing with Section 43000) of that Division 26 which is not in compliance with that part and the rules and regulations of the State Air Resources Board, unless the vehicle is sold to a dealer or sold for the purpose of being legally wrecked or dismantled.

(2) Prior to or at the time of delivery for sale, the seller shall provide the purchaser a valid certificate of compliance or certificate of noncompliance, as appropriate, issued in accordance with Section 44015 of the Health and Safety Code.

(3) Paragraph (2) does not apply to any vehicle whose transfer of ownership and registration is described in subdivision (d) of Section 4000.1.

(4) Paragraphs (1) and (2) do not apply to any vehicle sold by either (A) a dismantler after being reported for dismantling pursuant to Section 11520 or (B) a salvage pool after obtaining a salvage certificate pursuant to Section 11515 or a nonrepairable vehicle certificate issued pursuant to Section 11515.2.

(c)(1) With each application for initial registration of a new motor vehicle or transfer of registration of a motor vehicle subject to Part 5 (commencing with Section 43000) of Division 26 of the Health and Safety Code, a dealer, the purchaser, or his or her authorized representative, shall transmit to the Department of Motor Vehicles a valid certificate of compliance or noncompliance, as appropriate, issued in accordance with Section 44015 of the Health and Safety Code.

(2) Notwithstanding paragraph (1) of this subdivision, with respect to new vehicles certified pursuant to Chapter 2 (commencing with Section 43100) of Part 5 of Division 26 of the Health and Safety Code, a dealer may transmit, in lieu of a certificate of compliance, a statement, in a form and containing information deemed necessary and appropriate by the Director of Motor Vehicles and the Executive Officer of the State Air Resources Board, to attest to the vehicle's compliance with that chapter. The statement shall be certified under penalty of perjury, and shall

be signed by the dealer or the dealer's authorized representative.

(3) Paragraph (1) does not apply to a transfer of ownership and registration under any of the circumstances described in subdivision (d) of Section 4000.1.

Labor Code § 203. Failure to make payment within required time; penalty; employee avoiding payment; limitation of actions

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents himself or herself to avoid payment to him or her, or who refuses to receive the payment when fully tendered to him or her, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which he or she so avoids payment.

Suit may be filed for these penalties at any time before the expiration of the statute of limitations on an action for the wages from which the penalties arise.

Civil Procedure (CCP) § 1029.8. Unlicensed persons who cause injury or damage to another person as result of providing goods or performing services for which a license is required; award of treble damages, attorneys fees, and costs; application of section

(a) Any unlicensed person who causes injury or damage to another person as a result of providing goods or performing services for which a license is required under Division 2 (commencing with Section 500) or any initiative act referred to therein, Division 3 (commencing with Section 5000), or Chapter 2 (commencing with Section 18600) or Chapter 3 (commencing with Section 19000) of Division 8, of the Business and Professions Code, or Chapter 2 (commencing with Section 25210) or Chapter 3 (commencing with Section 25230) of Part 3 of Division 1 of Title 4 of the Corporations Code, shall be liable to the injured person for treble the amount of damages assessed in a civil action in any court having proper jurisdiction. The court may, in its discretion, award all costs and attorney's fees to the injured person if that person prevails in the action.

(b) This section shall not be construed to confer an additional cause of action or to affect or limit any other remedy, including, but not limited to, a claim for exemplary damages.

(c) The additional damages provided for in subdivision (a) shall not exceed ten thousand dollars (\$10,000).

(d) For the purposes of this section, the term "unlicensed person" shall not apply to any of the following:

(1) Any person, partnership, corporation, or other entity providing goods or services under the

good faith belief that they are properly licensed and acting within the proper scope of that licensure.

(2) Any person, partnership, corporation, or other entity whose license has expired for nonpayment of license renewal fees, but who is eligible to renew that license without the necessity of applying and qualifying for an original license.

(3) Any person, partnership, or corporation licensed under Chapter 6 (commencing with Section 2700) or Chapter 6.5 (commencing with Section 2840) of the Business and Professions Code, who provides professional nursing services under an existing license, if the action arises from a claim that the licensee exceeded the scope of practice authorized by his or her license.

(e) This section shall not apply to any action for unfair trade practices brought against an unlicensed person under Chapter 4 (commencing with Section 17000) of Part 2 of Division 7 of the Business and Professions Code, by a person who holds a license that is required, or closely related to the license that is required, to engage in those activities performed by the unlicensed person.

Business and Professions Code § 7031. Unlicensed contractors prohibited from bringing or maintaining action to recover compensation in any court in state; recovery by person utilizing unlicensed contractor

(a) Except as provided in subdivision (e), no person engaged in the business or acting in the capacity of a contractor, may bring or maintain any action, or recover in law or equity in any action, in any court of this state for the collection of compensation for the performance of any act or contract where a license is required by this chapter without alleging that he or she was a duly licensed contractor at all times during the performance of that act or contract, regardless of the merits of the cause of action brought by the person, except that this prohibition shall not apply to contractors who are each individually licensed under this chapter but who fail to comply with Section 7029.

(b) Except as provided in subdivision (e), a person who utilizes the services of an unlicensed contractor may bring an action in any court of competent jurisdiction in this state to recover all compensation paid to the unlicensed contractor for performance of any act or contract.

(c) A security interest taken to secure any payment for the performance of any act or contract for which a license is required by this chapter is unenforceable if the person performing the act or contract was not a duly licensed contractor at all times during the performance of the act or contract.

(d) If licensure or proper licensure is controverted, then proof of licensure pursuant to this section shall be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision shall require any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure

shall be on the licensee.

(e) The judicial doctrine of substantial compliance shall not apply under this section where the person who engaged in the business or acted in the capacity of a contractor has never been a duly licensed contractor in this state. However, notwithstanding subdivision (b) of Section 143, the court may determine that there has been substantial compliance with licensure requirements under this section if it is shown at an evidentiary hearing that the person who engaged in the business or acted in the capacity of a contractor (1) had been duly licensed as a contractor in this state prior to the performance of the act or contract, (2) acted reasonably and in good faith to maintain proper licensure, (3) did not know or reasonably should not have known that he or she was not duly licensed when performance of the act or contract commenced, and (4) acted promptly and in good faith to reinstate his or her license upon learning it was invalid.

(f) The exceptions to the prohibition against the application of the judicial doctrine of substantial compliance found in subdivision (e) shall apply to all contracts entered into on or after January 1, 1992, and to all actions or arbitrations arising therefrom, except that the amendments to subdivisions (e) and (f) enacted during the 1994 portion of the 1993-94 Regular Session of the Legislature shall not apply to either of the following:

(1) Any legal action or arbitration commenced prior to January 1, 1995, regardless of the date on which the parties entered into the contract.

(2) Any legal action or arbitration commenced on or after January 1, 1995, if the legal action or arbitration was commenced prior to January 1, 1995, and was subsequently dismissed.

Business and Professions Code § 17538.5. Businesses selling consumer goods or services; disclosure of legal name and address; punishment; exceptions; commercial mail receiving agencies; requirements; liability

(a) It is unlawful in the sale or offering for sale of consumer goods or services for any person conducting, any business in this state which utilizes a post office box address, a private mailbox receiving service, or a street address representing a site used for the receipt or delivery of mail or as a telephone answering service, to fail to disclose the legal name under which business is done and, except as provided in paragraph (2) of subdivision (b), the complete street address from which business is actually conducted in all advertising and promotional materials, including order blanks and forms. Any violation of the provisions of this section is a misdemeanor punishable by imprisonment in the county jail not exceeding six months, or by a fine not exceeding two thousand five hundred dollars (\$2,500), or by both.

(b)(1) This section shall not apply to a person who sells the preponderance of goods and services at retail from trade premises which are open to the public regularly during normal business hours where the post office box or telephone answering service is supportive of and ancillary to the sales made or to any person who provides services pursuant to a license issued pursuant to this code or any other provision of law by a state board or agency or, except for a person conducting a mail order or catalog business, by a city or county or city and county in this state, which has the person's current business street address or home address on record and which is authorized to reveal that address to inquiring persons.

(2) If a person conducts a business described in subdivision (a) from that person's residence, the person is not required to disclose the residence address if both of the following conditions are satisfied:

(A) The person's current business street address or home address is contained in a United States Postal Service (USPS) Form 1583 that is filed with the USPS.

(B) The person has signed an acknowledgement form substantially in accordance with the provisions set forth in subdivision (f) which, among other things, authorizes the commercial mail receiving agency to act as that person's agent for service of process.

(c) A commercial mail receiving agency (CMRA) shall not provide private mailbox receiving service to any customer until it obtains from that customer at least two pieces of identification regarding that customer and provides to that customer an acknowledgment, as set forth in subdivision (f), which (1) acknowledges the obligation to advise the CMRA of any change in address, (2) authorizes the CMRA to act as an agent for service of process, and (3) acknowledges the requirements of Sections 17200 and 17500, which prohibit unfair competition and false advertising. The commercial mail receiving agency shall thereafter maintain a copy of any United States Postal Service Form 1583 for each mailbox service customer, along with a copy of each of the two pieces of identification used by the customer, for a period of two years after the termination of service to that customer. Upon the request of the Department of Consumer Affairs or any law enforcement agency conducting an investigation, the commercial mail receiving agency shall make available to the Department of Consumer Affairs or that law enforcement agency, for purposes of that investigation and copying, its copy of the United States Postal Service Form 1583 and the two pieces of identification used by the customer.

(d)(1) Every person receiving private mailbox receiving service from a CMRA in this state shall be required to sign an agreement, along with a USPS Form 1583, which authorizes the CMRA owner or operator to act as agent for service of process for the mail receiving service customer. Every CMRA owner or operator shall be required to accept service of process for and on behalf of any of their mail receiving service customers, and for two years after termination of any mail receiving service customer agreement. Upon receipt of any process for any mailbox service customer, the CMRA owner or operator shall (A) within 48 hours after receipt of any process, place a copy of the documents or a notice that the documents were received into the customer's mailbox or other place where the customer usually receives his or her mail, unless the mail receiving service for the customer was previously terminated, and (B) within five days after receipt, send all documents by first-class mail, to the last known home or personal address of the mail receiving service customer. The CMRA shall obtain a certificate of mailing in connection with the mailing of the documents. Service of process upon the mail receiving service customer shall then be deemed perfected 10 days after the date of mailing.

If the CMRA owner or operator has complied with the foregoing requirements and provides to any party participating in a lawsuit involving a mail receiving service customer a declaration of service by mail, given under penalty of perjury along with a certificate of mailing, the CMRA owner or operator shall have no further liability in connection with acting as agent for service of process for its mail receiving service customer.

(2) Upon complaint or inquiry concerning any CMRA mail receiving service customer, the

CMRA owner or operator shall inform the person making the complaint or inquiry that the CMRA is an authorized agent for service of process on the mail receiving service customer.

(3) Upon presentation of a certified copy of a judgment, the CMRA shall disclose to the judgment creditor the last known address of any of its mail receiving service customers against whom the judgment was obtained.

(e) An owner or operator of a CMRA who, acting in good faith, contacts a governmental agency concerning suspected illegal or fraudulent activities carried out by a mail receiving service customer shall have no liability for claims filed by the customer arising out of that contact. No owner or operator of a commercial mail receiving agency that maintains on file a copy of the United States Postal Service Form 1583 for its private mailbox receiving service customers and complies with subdivision (c) shall be liable for any illegal acts of any mail receiving service customer based only on the fact that the owner or operator of the CMRA provided mail receiving services to the customer.

(f) The following acknowledgement and notice, substantially in the form set forth below, shall be delivered to each person obtaining private mailbox receiving service at a CMRA:
"ACKNOWLEDGEMENT BY PRIVATE MAILBOX SERVICE CUSTOMERS

This acknowledgement is required by Section 17538.5 of the Business and Professions Code.

Any person obtaining private mailbox receiving service in the State of California must read and acknowledge receipt of the following statement, which is to be kept on file at this CMRA and will be made available, upon demand, to the Department of Consumer Affairs or any law enforcement agency conducting an investigation.

By requesting and obtaining use of a private mailbox receiving service in the State of California, I acknowledge that:

1. I am obligated to disclose my actual home address or place of residence on a USPS Form 1583 or other form as may later be developed and I further agree that I will provide prompt written notice to this CMRA of any subsequent change in my home address or place of residence.

2. By signing below, I irrevocably authorize this CMRA to act as my agent for service of process to receive any legal documents that may be served upon me. This authorization shall continue from the date of this agreement until two years after my mail receiving service has been terminated. I understand that this CMRA will (A) place a copy of the documents or a notice that the documents were received into my mailbox or other place where I usually receive my mail, unless my mail receiving service has been terminated, and (B) send all documents by first-class mail to the home or other address last known to the CMRA.

3. I further acknowledge that I understand that use of a private mailbox receiving service for commercial purposes in the State of California requires the user to comply with all applicable laws, including Section 17538.5 of the Business and Professions Code and laws prohibiting unfair competition and false advertising as set forth in Sections 17200 and 17500 of the Business and Professions Code. Violation of these laws may result in criminal or civil penalties

or both. I understand that the United States Postal Service Form 1583 that must be prepared for each private mailbox receiving service customer shall be delivered to the local United States Post Office and a copy of the form must be retained by this CMRA and made available upon demand to the Department of Consumer Affairs or any law enforcement agency conducting an investigation. I hereby agree to accept and abide by the foregoing requirements.

Date

Signature

Name Printed

Street Address

City State Zip"

Tuesday, May 15, 2007
8:45 a.m. – 12 Noon

SMALL CLAIMS FORMS





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* Forms marked with an asterisk are adopted for mandatory use by all courts.



Non-Fillable Form	Fillable Form	Date Revised	Description
SC-100*	SC-100*	1/1/2007	Plaintiffs Claim and ORDER to go to Small Claims Court
SC-100A*	SC-100A*	1/1/2007	Other Plaintiffs or Defendants (Small Claims)
SC-101*	SC-101*	1/1/2007	Attorney Fee Dispute (After Arbitration) (Attachment to Plaintiffs Claim and ORDER to Go to Small Claims Court)
SC-103	SC-103	1/1/2006	Fictitious Business Name (Small Claims)
SC-104	SC-104	1/1/2007	Proof of Service
SC-104A	SC-104A	1/1/2006	Proof of Mailing (Substituted Service) (Small Claims)
SC-104B	SC-104B	1/1/2006	What Is "Proof of Service"? (Small Claims)
SC-104C		1/1/2007	How to Serve a Business or Public Entity
SC-105	SC-105	1/1/2007	Request for Court Order and Answer
SC-105A	SC-105A	1/1/2007	Order on Request for Court Order
SC-106	SC-1-06	1992	Request to Pay Judgment in



			Installments
<u>SC-107*</u>	<u>SC-107*</u>	1/1/2000	Small Claims Subpoena for Personal Appearance and Production of Documents at Trial or Hearing and Declaration
<u>SC-108</u>	<u>SC-108</u>	1/1/2007	Request to Correct or Cancel Judgment and Answer
<u>SC-108A</u>	<u>SC-108A</u>	1/1/2007	Order on Request to Correct or Cancel Judgment
<u>SC-109</u>	<u>SC-109</u>	1/1/2007	Authorization to Appear on Behalf of Party (Small Claims)
<u>SC-110</u>	<u>SC-110</u>	1/1/2004	Request to Postpone Small Claims Hearing
<u>SC-111</u>	<u>SC-111</u>	1/1/2004	Order on Request to Postpone Small Claims Hearings
<u>SC-114</u>	<u>SC-114</u>	1/1/2004	Request to Amend Claim Before Hearing (Small Claims)
<u>SC-120*</u>	<u>SC-120*</u>	1/1/2007	Defendant's Claim and ORDER to Go to Small Claims Court
<u>SC-120A*</u>	<u>SC-120A*</u>	1/1/2007	Other Plaintiffs or Defendants (Small Claims)
<u>SC-130*</u>	<u>SC-130*</u>	1/1/2007	Notice of Entry of Judgment
<u>SC-132*</u>	<u>SC-132*</u>	1/1/2007	Attorney-Client Fee Dispute (Attachment to Notice of Entry of Judgment)
<u>SC-133*</u>	<u>SC-133*</u>	1/1/2004	Judgment Debtor's Statement of Assets (Small Claims)
<u>SC-134*</u>	<u>SC-134*</u>	1/1/2007	Application and Order to Produce Statement of Assets and to Appear for Examination
<u>SC-135</u>	<u>SC-135</u>	1/1/2007	Notice of Motion to Vacate Judgment and Declaration
<u>SC-140</u>	<u>SC-140</u>	1/1/2007	Notice of Appeal
<u>SC-145*</u>	<u>SC-145*</u>	1/1/2007	Request to Pay Judgment to Court
<u>SC-150</u>		1/1/2006	Information for The Plaintiff (Small Claims)

About Judicial Council forms

All forms are provided in PDF format and may be viewed and printed from any

computer for which Adobe Reader 6.0 or newer is installed. Forms indicated as fillable may be filled out electronically. Non-fillable versions of all forms are also available. Forms may be downloaded by right-clicking on the form number link and selecting the "Save Target As..." or "Save Link As..." option to download the PDF file directly to your hard drive. Use Adobe Reader to open the file after downloading.

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Clerk stamps date here when form is filed.

Notice to the person being sued:

- You are the Defendant if your name is listed in ② on page 2 of this form. The person suing you is the Plaintiff, listed in ① on page 2.
- You and the Plaintiff must go to court on the trial date listed below. If you do not go to court, you may lose the case.
- If you lose, the court can order that your wages, money, or property be taken to pay this claim.
- Bring witnesses, receipts, and any evidence you need to prove your case.
- Read this form and all pages attached to understand the claim against you and to protect your rights.

Aviso al Demandado:

- Usted es el Demandado si su nombre figura en ② de la página 2 de este formulario. La persona que lo demanda es el Demandante, la que figura en ① de la página 2.
- Usted y el Demandante tienen que presentarse en la corte en la fecha del juicio indicada a continuación. Si no se presenta, puede perder el caso.
- Si pierde el caso la corte podría ordenar que le quiten de su sueldo, dinero u otros bienes para pagar este reclamo.
- Lleve testigos, recibos y cualquier otra prueba que necesite para probar su caso.
- Lea este formulario y todas las páginas adjuntas para entender la demanda en su contra y para proteger sus derechos.

Fill in court name and street address:

Superior Court of California, County of

Clerk fills in case number and case name:

Case Number:**Case Name:****Order to Go to Court****The people in ① and ② must go to court:** (Clerk fills out section below.)

Trial Date	Date	Time	Department	Name and address of court if different from above
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

Date: _____ Clerk, by _____, Deputy

Instructions for the person suing:

- You are the Plaintiff. The person you are suing is the Defendant.
- Before you fill out this form, read Form SC-150, *Information for the Plaintiff (Small Claims)*, to know your rights. Get SC-150 at any courthouse or county law library, or go to: www.courtinfo.ca.gov/forms
- Fill out pages 2 and 3 of this form. Then make copies of **all** pages of this form. (Make 1 copy for each party named in this case and an extra copy for yourself.) Take or mail the original and these copies to the court clerk's office and pay the filing fee. The clerk will write the date of your trial in the box above.
- You must have someone at least 18—not you or anyone else listed in this case—give each Defendant a court-stamped copy of all 5 pages of this form and any pages this form tells you to attach. There are special rules for "serving," or delivering, this form to public entities, associations, and some businesses. See Forms SC-104, SC-104B, and SC-104C.
- **Go to court on your trial date listed above.** Bring witnesses, receipts, and any evidence you need to prove your case.



Case Number:

Plaintiff(*list names*): _____

1 The Plaintiff (the person, business, or public entity that is suing) is:

Name: _____ Phone: () _____

Street address: _____
Street City State Zip

Mailing address (*if different*): _____
Street City State Zip

If more than one Plaintiff, list next Plaintiff here:

Name: _____ Phone: () _____

Street address: _____
Street City State Zip

Mailing address (*if different*): _____
Street City State Zip

Check here if more than 2 Plaintiffs and attach Form SC-100A.

Check here if either Plaintiff listed above is doing business under a fictitious name. If so, attach Form SC-103.

2 The Defendant (the person, business, or public entity being sued) is:

Name: _____ Phone: () _____

Street address: _____
Street City State Zip

Mailing address (*if different*): _____
Street City State Zip

If more than one Defendant, list next Defendant here:

Name: _____ Phone: () _____

Street address: _____
Street City State Zip

Mailing address (*if different*): _____
Street City State Zip

Check here if more than 2 Defendants and attach Form SC-100A

Check here if any Defendant is on active military duty, and write his or her name here: _____

3 The Plaintiff claims the Defendant owes \$ _____ . (Explain below):

a. Why does the Defendant owe the Plaintiff money? _____

b. When did this happen? (Date): _____

If no specific date, give the time period: Date started: _____ Through: _____

c. How did you calculate the money owed to you? (Do not include court costs or fees for service.) _____

Check here if you need more space. Attach one sheet of paper or Form MC-031 and write "SC-100, Item 3" at the top.



Case Number:

Plaintiff (list names): _____

4 You must ask the Defendant (in person, in writing, or by phone) to pay you before you sue. Have you done this? Yes No

If no, explain why not: _____

5 Why are you filing your claim at this courthouse?

This courthouse covers the area (check the one that applies):

- a. (1) Where the Defendant lives or does business. (4) Where a contract (written or spoken) was made, signed, performed, or broken by the Defendant or where the Defendant lived or did business when the Defendant made the contract.
- (2) Where the Plaintiffs property was damaged.
- (3) Where the Plaintiff was injured.
- b. Where the buyer or lessee signed the contract, lives now, or lived when the contract was made, if this claim is about an offer or contract for personal, family, or household goods, services, or loans. (Code Civ. Proc., § 395(b).)
- c. Where the buyer signed the contract, lives now, or lived when the contract was made, if this claim is about a retail installment contract (like a credit card). (Civil Code, § 1812.10.)
- d. Where the buyer signed the contract, lives now, or lived when the contract was made, or where the vehicle is permanently garaged, if this claim is about a vehicle finance sale. (Civil Code, § 2984.4.)
- e. Other (specify): _____

List the zip code of the place checked in 5 above (if you know): _____

7 Is your claim about an attorney-client fee dispute? Yes No

If yes, and if you have had arbitration, fill out Form SC-101, attach it to this form, and check here:

8 Are you suing a public entity? Yes No

If yes, you must file a written claim with the entity first. A claim was filed on (date): _____

If the public entity denies your claim or does not answer within the time allowed by law, you can file this form.

9 Have you filed more than 12 other small claims within the last 12 months in California?

Yes No If yes, the filing fee for this case will be higher.

10 I understand that by filing a claim in small claims court, I have no right to appeal this claim.

11 I have not filed, and understand that I cannot file, more than two small claims cases for more than \$2,500 in California during this calendar year.

I declare, under penalty of perjury under California State law, that the information above and on any attachments to this form is true and correct.

Date: _____ Plaintiff types or prints name here Plaintiff signs here

Date: _____ Second Plaintiff types or prints name here Second Plaintiff signs here



Requests for Accommodations

Assistive listening systems, computer-assisted, real-time captioning, or sign language interpreter services are available if you ask at least 5 days before the trial. Contact the clerk's office for Form MC-410, Request for Accommodations by Persons With Disabilities and Order. (Civil Code, § 54.8.)



"Small claims court" is a special court where claims for \$5,000 or less are decided. A "natural person" (not a business or public entity) may claim up to \$7,500. The process is quick and cheap. The rules are simple and informal.

You are the Defendant — the person being sued. The person who is suing you is the Plaintiff.

Do I need a lawyer?

You may talk to a lawyer before or after the case. But you *may not* have a lawyer represent you in court (unless this is an appeal from a small claims case).

How do I get ready for court?

You don't have to file any papers before your trial, unless you think this is the wrong court for your case. But bring to your trial any witnesses, receipts, and any evidence that supports your case. And read "Get Ready for Court" at: www.courtinfo.ca.gov/selfhelp/smallclaims/getready.htm

What if I need an accommodation?

If you have a disability or are hearing impaired, fill out Form MC-410, *Request for Accommodations*. Give the form to your court clerk or the ADA/Access Coordinator.

What if I don't speak English well?

Ask the clerk if the court can give you an interpreter for free. If not, bring someone — like an adult relative or friend — who can interpret for you in court. It is best if your interpreter is not a witness or listed in this case. Or ask the clerk for a list of interpreters. (Interpreters usually charge a fee.)

Where can I get the court forms I need?

Go to any courthouse or your county law library, or print forms at: www.courtinfo.ca.gov/forms

What happens at the trial?

The judge will listen to both sides. The judge may make a decision at your trial or mail the decision to you later.

What if I lose the case?

If you lose, you can appeal. You'll have to pay a fee. (Plaintiffs cannot appeal their own claims.)

- If you were at the trial, file Form SC-140, *Notice of Appeal*. You must file within 30 days after the judge's decision.
- If you were *not* at the trial, fill out and file Form SC-135, *Notice of Motion to Vacate Judgment and Declaration*, to ask the judge to cancel the judgment (decision). If the judge does not give you a new trial, you have 10 days to appeal the decision. File Form SC-140.

For more information on appeals, see:

www.courtinfo.ca.gov/selfhelp/smallclaims/appeal.htm

Do I have options?

Yes. If you are being sued, you can:

- **Settle your case before the trial.** If you and the Plaintiff agree on how to settle the case, both of you must notify the court. Ask the Small Claims Advisor for help.
- **Prove this is the wrong court.** Send a letter to the court *before* your trial, explaining why you think this is the wrong court. Ask the court to dismiss the claim. You must serve (give) a copy of your letter (by mail or in person) to all parties. (Your letter to the court must say you have done this.)
- **Go to the trial and try to win your case.** Bring witnesses, receipts, and any evidence you need to prove your case. To make sure the witnesses go to the trial, fill out Form SC-107, and the clerk will subpoena (order) them to go.
- **Sue the person who is suing you.** File Form SC-120, *Defendant's Claim*. There are strict filing deadlines you must follow.
- **Agree with the Plaintiff's claim and pay the money.** Or, if you can't pay the money now, go to your trial and say you want to make payments.
- **Let the case "default."** If you don't settle and do not go to the trial (default), the judge may give the Plaintiff what he or she is asking for plus court costs. If this happens, the Plaintiff can legally take your money, wages, and property to pay the judgment.

What if I need more time?

You can change the trial date if:

- You cannot go to court on the scheduled date (you will have to pay a fee to postpone the trial) *or*
- You did not get served (receive this order to go to court) at least 15 days before the trial (or 20 days if you live outside the county) *or*
- You need more time to get an interpreter. One postponement is allowed, and you will not have to pay a fee to delay the trial.

Ask the Small Claims Clerk about the rules and fees for postponing a trial. Or fill out Form SC-110 (or write a letter) and mail it to the court *and* to all other people listed on your court papers before the deadline. Enclose a check for your court fees, unless a fee waiver was granted.



Need help?

Your county's Small Claims Advisor can help for free.

Or go to "County-Specific Court Information" at: www.courtinfo.ca.gov/selfhelp/smallclaims

La "Corte de reclamos menores" es una corte especial donde se deciden casos por \$5,000 o menos. Una "persona natural" (que no sea un negocio ni una entidad pública) puede reclamar hasta \$7,500. El proceso es rápido y barato. Las reglas son sencillas e informales.

Usted es el Demandado — la persona que se está demandando. La persona que lo está demandando es el Demandante.

¿Necesito un abogado?

Puede hablar con un abogado antes o después del caso. Pero no puede tener a un abogado que lo represente ante la corte (a menos que se trate de una apelación de un caso de reclamos menores).

¿Cómo me preparo para ir a la corte?

No tiene que presentar ningunos papeles antes del juicio, a menos que piense que esta es la corte equivocada para su caso. Pero lleve al juicio cualquier testigos, recibos, y cualquier pruebas que apoyan su caso. Y lea "Prepárese para la corte" en:

www.courtinfo.ca.gov/selfhelp/espanol/reclamosmenores/preparearse.htm

¿Qué hago si necesito una adaptación?

Si tiene una discapacidad o tiene impedimentos de audición, llene el formulario MC-410, Request for Accommodations. Entregue el formulario al secretario de la corte o al Coordinador de Acceso/ADA de su corte.

¿Qué pasa si no hablo bien inglés?

Preguntele al secretario si la corte le puede dar un intérprete sin costo. Si no, lleve consigo a alguien— ya sea un pariente adulto o amigo— que pueda servirle de intérprete en la corte. O pide del secretario una lista de intérpretes. Es mejor que su intérprete no sea un testigo ni una persona que figure en este caso. (Los intérpretes en general cobran un honorario.)

¿Dónde puedo obtener los formularios de la corte que necesito?

Vaya a cualquier edificio de la corte, la biblioteca legal de su condado o imprima los formularios en:

www.courtinfo.ca.gov/forms

¿Qué pasa en el juicio?

El juez escuchará a ambas partes. El juez puede tomar su decisión durante la audiencia o enviársela por correo después.

¿Qué pasa si pierdo el caso?

Si pierde, puede apelar. Tendrá que pagar una cuota. (El Demandante no puede apelar su propio reclamo.)

- Si estuvo presente en el juicio, llene el formulario SC-140, Aviso de apelación. Tiene que presentarlo dentro de 30 días después de la decisión del juez.
- Si no estuvo en el juicio, llene y presente el formulario SC-135, Aviso de petición para anular el fallo y Declaración para pedirle al juez que anule el fallo (decisión). Si la corte no le otorga un nuevo juicio, tiene 10 días para apelar la decisión. Presente el formulario SC-140.

Para obtener más información sobre las apelaciones, vea: www.courtinfo.ca.gov/selfhelp/espanol/reclamosmenores/apelar.htm

¿Tengo otras opciones?

Sí. Si lo están demandando, puede:

- **Resolver su caso antes del juicio.** Si usted y el Demandante se ponen de acuerdo en resolver el caso, ambos tienen que notificar a la corte. Pídale al Asesor de Reclamos Menores que lo ayude.
- **Probar que es la corte equivocada.** Envíe una carta a la corte antes del juicio explicando por que cree que es la corte equivocada. Pídale a la corte que despida el reclamo. Tiene que entregar (dar) una copia de su carta (por correo o en persona) a todas las partes. (Su carta a la corte tiene que decir que hizo la entrega.)
- **Ir al juicio y tratar de ganar el caso.** Lleve testigos, recibos y cualquier prueba que necesite para probar su caso. Para asegurarse que los testigos vayan al juicio, llene el formulario SC-107, y el secretario emitirá una orden de comparecencia ordenándoles que se presenten.
- **Demandar a la persona que lo demandó.** Presente el formulario SC-120, Reclamo del demandado. Hay fechas límite estrictas que debe seguir.
- **Aceptar el reclamo del Demandante y pagar el dinero.** O, si no puede pagar en ese momento, vaya al juicio y diga que quiere hacer los pagos.
- **No ir al juicio y aceptar el fallo por falta de comparecencia.** Si no llega a un acuerdo con el Demandante y no va al juicio (fallo por falta de comparecencia), el juez le puede otorgar al Demandante lo que está reclamando más los costos de la corte. En ese caso, el Demandante legalmente puede tomar su dinero, su sueldo o sus bienes para cobrar el fallo.

¿Qué hago si necesito más tiempo?

Puede cambiar la fecha del juicio si:

- No puede ir a la corte en la fecha programada (tendrá que pagar una cuota para aplazar el juicio) o
- No le entregaron los documentos legalmente (no recibió la orden para ir a la corte) por lo menos 15 días antes del juicio (6 20 días si vive fuera del condado) o
- Necesita más tiempo para conseguir intérprete. (Se permite un solo aplazamiento sin tener que pagar cuota para aplazar el juicio).

Preguntele al secretario de reclamos menores sobre las reglas y las cuotas para aplazar un juicio. O llene el formulario SC-110 (o escriba una carta) y envíelo antes del plazo a la corte y a todas las otras personas que figuran en sus papeles de la corte. Adjunte un cheque para pagar los costos de la corte, a menos que le hayan dado una exención.



¿Necesita ayuda? El Asesor de Reclamos Menores de su condado le puede ayudar sin cargo.

O vea "Información por condado" en:

www.courtinfo.ca.gov/selfhelp/espanol/reclamosmenores

SC-100A**Other Plaintiffs or Defendants**

Case Number: _____

 This form is attached to Form SC-100, item 1 or 2.**1 If more than 2 plaintiffs (person, business, or entity suing), list their information below:**

Other plaintiffs name: _____

Street address: _____ Phone: (____) _____

City: _____ State: _____ Zip: _____

Mailing address (if different): _____

City: _____ State: _____ Zip: _____

Is this plaintiff doing business under a fictitious name? Yes No If yes, attach Form SC-103.

Other plaintiffs name: _____

Street address: _____ Phone: (____) _____

City: _____ State: _____ Zip: _____

Mailing address (if different): _____

City: _____ State: _____ Zip: _____

Is this plaintiff doing business under a fictitious name? Yes No If yes, attach Form SC-103. Check here if more than 4 plaintiffs and fill out and attach another Form SC-100A**2 If more than 2 defendants (person, business, or entity being sued), list their information below:**

Other defendant's name: _____

Street address: _____ Phone: (____) _____

City: _____ State: _____ Zip: _____

Mailing address (if different): _____

City: _____ State: _____ Zip: _____

Other defendant's name: _____

Street address: _____ Phone: (____) _____



City: _____ State: _____ Zip: _____

Mailing address (if different): _____

City: _____ State: _____ Zip: _____

 Check here if more than 4 defendants and fill out and attach another Form SC-100A**3 I understand that by filing a claim in small claims court, I have no right to appeal this claim.****4 I have not filed, and understand that I cannot file, more than two small claims cases for more than \$2,500 in California during this calendar year.**

I declare under penalty of perjury under California state law that the information above and on any attachments to this form is true and correct.

Date: _____  _____
Type or print your name Sign your nameDate: _____  _____
Type or print your name Sign your name

Case Number: []

This form is attached to Form SC-100, item 7. It tells the court that you are suing about a disagreement for \$5,000 (\$7,500 if you are a natural person) or less in attorney fees and that you have tried to solve the disagreement through arbitration. Read page 2 of this form before you fill out this form. It explains your rights and some small claims terms.

1 How much money is in dispute? \$ [] 2 You are (check one): [] Attorney [] Client

3 What did the arbitrator decide? (Check one):
a. [] The [] attorney [] client has to pay the other party this amount: \$ []
b. [] Neither party has to pay the other party anything.

4 Write the date your Notice of Award was mailed here: [] (Look at the bottom of the Notice.)

5 Why are you filing in small claims court now? (Check what you are asking the judge to do):
a. [] I want the court to confirm the award.
b. [] I want the court to correct the award because (check only one and explain below):
1. [] It contains an error in calculation or a mistake in describing someone or something in the award.
2. [] The arbitrator considered legal issues not allowed in this kind of hearing and the award can be corrected so it is fair.
3. [] It doesn't follow the rules for proper wording, information, or signature. (State Bar Rule 37.2 et seq.)

Explain: []

c. [] I want the court to vacate (cancel) the award because (check only one and explain below):
1. [] It was obtained by fraud, corruption, or other unfair means.
2. [] The arbitrator was corrupt.
3. [] The arbitrator did something wrong that substantially hurt my case.
4. [] The arbitrator considered legal issues not allowed in this kind of hearing and the award cannot be corrected so it is fair.
5. [] The arbitrator unfairly refused to postpone my case or refused to consider important evidence that could help settle the dispute or conducted the hearing in another way that is not allowed.
6. [] The arbitrator knew of reasons why he or she could have been disqualified but did not disclose this information or did not disqualify himself or herself after I asked the arbitrator to do so at the proper time.

Explain: []

[] Check here if you are asking for a new arbitration hearing.
d. [] I want a trial in small claims court to decide the fee dispute. (You can check this option only if you did not agree in writing to a binding award and you file this form within 30 days after the Notice of the Award.)

6 Did you (or your attorney) go to the arbitration hearing? [] Yes [] No (If no, explain below):

[]

7 Attach a copy of the Arbitration Agreement and the Notice of Award (the arbitrator's decision). If you do not attach them, explain why here: []

Date: [] Type or print your name [] Sign your name

Case Number:

Your name: _____

What is arbitration?

Arbitration is when a neutral person (an arbitrator) hears evidence from each side and then makes a decision (award) in your case. It is less formal than a trial in court.

Do I have to use arbitration for this dispute?

In most cases, yes. The only exceptions are:

- Parties who did not sign an agreement to arbitrate fee disputes *and*
- Clients who do not want to use arbitration. The attorney *must* use arbitration if the client asks for it.

What is nonbinding arbitration?

Nonbinding arbitration allows you *or* the other side to ask for a trial if either of you does not like the arbitrator's decision. You have 30 days after the notice is mailed to ask for a trial.

What is binding arbitration?

Binding arbitration means you and the other side gave up your right to a trial and must accept the arbitrator's decision. Your arbitration is binding if:

- Both sides agreed to binding arbitration in writing (after they disagreed about fees or costs) *or*
- 30 days or more have gone by since the nonbinding decision was mailed.

What if I agree with the award?

If your award is *nonbinding* and the other party does not file papers asking for a trial, the award **becomes binding** in 30 days.

If the award is *binding* and it says the other party owes you money, send a letter asking to be paid within a reasonable time. If you don't get paid, ask the court to "confirm" the award. This allows you to ask the court to order payment from the other party's paycheck, bank accounts or property. You must do this within 4 years after the notice of award. (See page 1, item 5a.)

What if I am not happy with the award?

You can ask the court to **correct** the award if it contains an obvious mistake in calculating a number or describing a person, thing, or property. (See page 1, item 5b.)

You can ask the court to **vacate (cancel)** the award if certain kinds of misconduct or mistakes happened in the arbitration. (See page 1, item 5c.)

You can reject the award and **ask for a trial** if you and the other party did not agree in writing to binding arbitration. (See page 1, item 5d.)

How long do I have to ask for a trial?

You have up to 30 days after the date the Notice of Award was mailed to you. Look for the date on the bottom of the notice. If you do not ask for a trial within 30 days, the award will become binding.

How long do I have to ask the court to vacate or correct the award?

In most cases you have up to 100 days after the date the Notice of Award was mailed to you. But if the other side asks the court to confirm, correct, or vacate the award, you must ask the court to correct or vacate the award before the court's deadline to answer the other side's request. Your Small Claims Advisor can give you more information on court deadlines.

Which court do I use for a trial or to confirm, correct, or vacate the award?

If a lawsuit has already been filed about the fee disagreement, file your papers in the same court and use same case number as in that lawsuit. (Before filing, you must serve all parties named in the claim.)

If no lawsuit has been filed about the fee disagreement, file in the court of the county where the arbitration was held and ask for a trial or ask the court to confirm, correct, or vacate the award.

- If the amount in disagreement is \$5,000 or less, file in small claims court. Use Forms SC-100 and SC-101.
If the amount in disagreement is more than \$5,000 (\$7,500 for a natural person*), file in superior court. See Form ADR-105.

What if an attorney doesn't pay the award?

If an attorney doesn't pay the award, the State Bar can help you. If you **don't** receive the award in 100 days after receiving the Notice of the Award, or if the award becomes a final judgment, contact the State Bar at:

Mandatory Fee Arbitration
180 Howard Street, 6th Floor
San Francisco, CA 94105-1639
415-538-2020

More Information

California has special laws for arbitration of disputes over attorney fees. For more information, see:

- State Bar of California Web site: www.calbar.org
- Form ADR-105, *Information Regarding Rights After Attorney-Client Fee Arbitration*
- Cal. Business & Professions Code, §§ 6200–6206

* A "natural person" is not a business or public entity.

This form is attached to: Form SC-100 **OR** Form SC-120

1 If you want to file a small claim and you are doing business under a fictitious name ("doing business **as**," or "**dba**") give the following information. *(Nonprofits and exempt real estate investment trusts do not have to file this form.)*

Business name of the person suing: _____

Business address (not a U.S. Postal Service P.O. Box): _____

Mailing address (if different): _____

2 The business listed in **1** does business as (check **ONLY one**):

- an individual
- an association
- a partnership
- a corporation
- a limited liability company
- other (specify): _____

You must follow the laws for fictitious business names. If you have not followed these laws, including filing a fictitious business name statement in your county and publishing this information in a local newspaper, the court can dismiss your case.

3 Name of county where you filed your Fictitious Business Name Statement (dba): _____

4 Your Fictitious Business Name Statement number: _____

5 Date your Fictitious Business Name Statement expires: _____

6 I declare, under penalty of perjury under California State law, that the information above is true and correct. **Only the owner, president, chief executive officer (CEO), or other qualified officer can sign this form.**

Date: _____

Type or print your name and title

Sign your name



Need help?

Your county's Small Claims Advisor can help for free.

Or go to "County-Specific Court Information" at: www.courtinfo.ca.gov/selfhelp/smallclaims

Proof of Service

Use this form to serve a person, business, or a public entity. To learn more about proof of service, read *What Is "Proof of Service"?*, Form SC-104B. To learn more about how to serve a business or entity, read *How to Serve a Business or Public Entity*, Form SC-104C.

To serve a business, you must serve one of the following people:

- Owner (for a sole proprietorship)
- Partner (for a partnership) or general partner (for a limited partnership)
- Any officer or general manager (corporation or association)
- Any person authorized for service by the business (corporation, association, general partnership, limited partnership)
- Any person authorized for service with the Secretary of State (corporation, association, limited liability company (LLC), limited liability partnership (LLP), limited partnership)

To serve a public entity, you must first file a claim with that entity, then serve one of the following people:

- Clerk (of a city or county)
- Chief Officer or Director (of a public agency)
- Any person authorized for service by the entity

① a. If you are serving a person, write the person's name below:

b. If you are serving a business or entity, write the name of the business or entity, the person authorized for service, and that person's job title:

Business or Agency Name	Person Authorized for Service	Job Title
-------------------------	-------------------------------	-----------

② Instructions to Server:

You must be at least 18 years old and not be named in this case. Follow these steps:

Give a copy of all the documents checked in ③ to:

- The person in ①, or
- A competent adult (at least 18) living with, and at the home of the person in ①, or
- An adult (at least 18) who seems to be in charge at the usual workplace of the person in ①, or
- An adult (at least 18) who seems to be in charge where the person in ① receives mail, (but not a U.S. post office box), if there is no known physical address for the person in ①.

THEN,

- Mail a copy of the documents to the person in ①,
- Complete and sign this form, and
- Give or mail your completed form to the person who asked you to serve these court papers.

③ I served the person in ① a copy of the documents checked below:

- a. SC-100, *Plaintiff's Claim and ORDER to Go to Small Claims Court*
- b. SC-120, *Defendant's Claim and ORDER to Go to Small Claims Court*
- c. Order for examination (*This form must be personally served. Check the form that was served*):

Note: The court can issue a civil arrest warrant if the served party does not come to court only if the order for examination was personally served by a registered process server, sheriff, marshal, or someone appointed by the court.

(1) SC-134, *Application and Order to Produce Statement of Assets and to Appear for Examination*

(2) AT-138/EJ-125, *Application and Order for Appearance and Examination*

d. Other (*specify*): _____

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 name, hearing date, day, time, and department below:

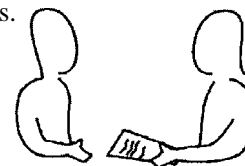
Case Number: _____

Case Name: _____

Hearing Date: _____

Time: _____

Dept.: _____



Case Number: _____

Case name: _____

4 Fill out "a" or "b" below:

a. **Personal Service:** I personally gave copies of the documents checked in **3** to the person in **1**:

On (date): _____ At (time): _____ a.m. p.m.

At this address: _____

City: _____ State: _____ Zip: _____

b. **Substituted Service:** I personally gave copies of the documents checked in **3** (a, b, or d) to (check one)

a competent adult (at least 18) at the **home** of, and living with the person in **1**, or

an adult who seems to be in charge where the person in **1** usually **works**, or

an adult who seems to be in charge where the person in **1** **receives mail**, or has a private post office box (not a U.S. post office box), if there is no known physical address for the person in **1**.

I told that adult, "Please give these court papers to (name of person in **1**)."

I did this on (date): _____ At (time): _____ a.m. p.m.

At this address: _____

City: _____ State: _____ Zip: _____

Name or description of the person I gave the papers to: _____

After serving the court papers, I put copies of the documents listed in **3** in an envelope, sealed the envelope, and put first-class prepaid postage on it. I addressed the envelope to the person in **6** at the address where I left the copies.

I mailed the envelope on (date): _____ from (city, state): _____ by leaving it (check one):

a. At a U.S. Postal Service mail drop, or

b. At an office or business mail drop where I know the mail is picked up every day and deposited with the U.S. Postal Service, or

c. With someone else I asked to mail the documents to the person in **1** and I have attached that person's completed Form SC-104A.

5 Server's Information

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Fee for service: \$ _____

If you are a registered process server:

County of registration: _____ Registration number: _____

6 I declare under penalty of perjury under California state law that I am at least 18 years old and not named in this case and that the information above is true and correct.

Date: _____

Type or print sewer's name



Server signs here after serving

- This form is attached to Form SC-104. Use this form **ONLY** if you mailed the documents in ① and someone else personally gave them to the person, business, or public entity served.

Notice to Server

You must:

- Be at least 18 and **not listed in this lawsuit.**
- Fill out ①–⑥ of this form and attach it to Form SC-104.

① Documents served by mail:

- a. SC-100, *Plaintiff's Claim and ORDER to Go to Small Claims Court*
- b. SC-120, *Defendant's Claim and ORDER to Go to Small Claims Court*
- c. Other (*specify*): _____

② Name and address of the person, business, or public entity served:

- a. If you served a **person**, write the person's name and address below:

Name: _____

Address: _____
Street City State Zip

- b. If you served a **business** or **public entity**, write the name and address of the business or public entity, the person authorized for service, and that person's job title:

Business or Public Entity Name	Person Authorized for Service	Job Title
--------------------------------	-------------------------------	-----------

Address: _____
Street City State Zip

- ③** I put copies of the documents listed in ① above in an envelope, sealed the envelope, and put first-class prepaid postage on it. I addressed the envelope to the person, business, or public entity listed in ② and mailed the envelope by leaving it at (*check one*):

- a. A U.S. Postal Service mail drop *or*
- b. An **office** or business mail drop where I know the mail is picked up every day and deposited with the U.S. Postal Service.

- ④** I mailed the envelope:

a. On (*date*): _____ b. From (*city, state*): _____

- ⑤** My address is: _____

- ⑥** I declare, under penalty of perjury under California State law, that the information above is true and correct.

Date: _____

*Type or print server's name*_____
Server signs here after mailing

What is "service"?

"Service" or "serving" is when someone—not *you or anyone else listed in this case*—gives a copy of your court papers to the person, business, or public entity you are suing. Service lets the other party know:

- What you are asking for
- When and where the trial will be *and*
- What the party can choose to do

There are strict rules for serving court papers. This form explains how to serve these forms:

- Form SC-100, *Plaintiff's Claim*
- Form SC-120, *Defendant's Claim*

How is service done?

This form tells you how to serve *by personal* service or *substituted* service.

Personal service means someone gives the papers directly to the person being sued or to the agent authorized to accept service (business or public entity).

Substituted service means someone gives the papers to an adult where the person lives, works, or receives mail (including a private post office box, but not a U.S. Postal Service P.O. Box).

What if the court papers do get not served?

The judge cannot hear your case unless the court papers were served correctly.

Can the court serve the papers for me?

Yes. You can pay the court to mail your claim to the person you are suing. But if the person you are suing or the person's agent for service doesn't sign the U.S. Postal Service mail receipt with his or her complete name, or if someone else signs the receipt, you will have to serve again using personal or substituted service.

Who can serve?

You can ask a friend, a process server, or the Sheriff. The server must be at least 18 and not listed in the case.

A "process server" is someone you pay to deliver court forms. Look in the Yellow Pages under "Process Serving." The Sheriff (or Marshal if your county has one) can also deliver court forms. Ask the court clerk how to contact the Sheriff. Or look in the county section of your phone book under "Sheriff." You must pay the server, unless you qualify for a fee waiver.

How is personal service done?

Ask someone who is at least 18 and not listed in this case to personally "serve" (give) a copy of your court papers to the person or the agent authorized to accept court papers for the person, business, or public entity listed on Form SC-104.

Give the server a separate *Proof of Service* form for each person, business, or public entity you are suing. And tell the server to:

- Walk up to the person to be served.
- Say, "These are court papers."
- Give the person copies of all papers checked on Form SC-104, *Proof of Service*. If the person won't take the papers, just leave them near the person. It doesn't matter if the person tears them up.
- Fill out and sign page 2 of Form SC-104, *Proof of Service*.

How is substituted service done?

If you don't want to use personal service or can't find the person to be served, ask someone who is at least 18 and not listed in this case to serve the court papers.

Give the server a separate *Proof of Service* form for each person, business, or public entity you are suing. Tell the server to give the papers to:

- A competent adult (at least 18) at the home of and living with the person to be served *or*
- An adult who seems to be in charge where the person to be served usually works *or*
- An adult who seems to be in charge where the person receives mail (including a private mailbox, but **not** a U.S. Postal Service P.O. Box). *Note:* This is only for cases where the physical address of the person to be served is not known.

Then do the following:

- Write down that person's name and say, "Please give these court papers to [*name of person to be served*]."
If the person does not want to give his or her name, describe the person you served.
- Give that person copies of all papers checked on Form SC-104, *Proof of Service*. If the person won't take the papers, just leave them near the person.
- Mail another copy of the papers (by first-class mail) to the person being sued at the same address where you left the papers.
- Fill out and sign page 2 of Form SC-104, *Proof of Service*.



What does the server do with the original Proof of Service form?

If a process server or Sheriff served the papers, he or she can file Form SC-104, *Proof of Service*, with the clerk. If the server used a different *Proof of Service* form, ask him or her to list each paper served on the form. Also make sure that the registered server will file the original directly with the court and will mail you a copy of the filed form. Take it with you when you go to court.

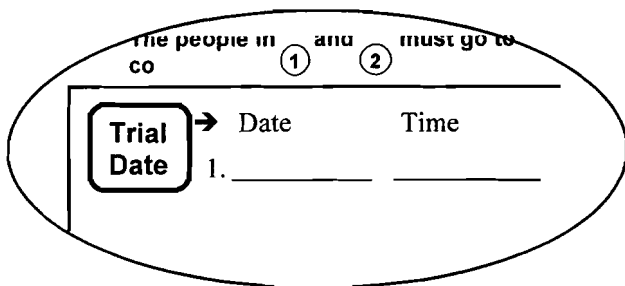
If a friend served the papers, tell him or her to give the completed form back to you. Keep a copy for your records and take the copy with you when you go to court.

You need to file the original completed *Proof of Service* form **5 days before** your trial.

When do the court forms have to be served?

- **If you are serving Form SC-100, *Plaintiff's Claim*,** look at the trial date on page 1. Then, look at a calendar.

For *personal* service, subtract 15 days from the trial date (or 20 days if the person, business, or public entity is located outside the county). That's the deadline for serving your small claims forms. But you can serve the forms before the deadline.



For *substituted* service, subtract 25 days from the date the server mailed a copy of the court papers served (or 30 days if the person, business, or public entity is located outside the county). That's the deadline for serving your small claims forms. But you can serve the forms before the deadline.

If the person, business, or public entity to be served is outside California or if you are serving a different form, ask the Small Claims Advisor for more information.

- **If you are serving Form SC-120, *Defendant's Claim*,** look at the trial date on page 1. Then look at a calendar.

For *personal* or *substituted* service, subtract 5 days from the trial date. That's the deadline for serving your small claims forms if you were served at least 11 days before the trial. If you were served 10 days or less before the trial date, you must serve at least 1 day before the trial. But you can serve the forms before the deadline.

What if I can't get the court papers served before the trial?

If you were not able to serve your claim (Form SC-100 or SC-120) before the deadline for service, talk to your Small Claims Clerk. Each county has its own rules.

If you already served your claim on some parties but not everyone you are suing, you may need to fill out and file Form SC-110, *Request to Postpone Small Claims Hearing*, at least 10 days before the trial date (or explain why you couldn't meet the 10-day deadline). Then give or mail a copy of this form to all other Plaintiffs and Defendants listed on your court papers.

The court may postpone your trial for 15 days or more.

Who do I have to serve?

If you are suing a person (or **people**)—not a business or public entity—serve each person you are suing. For example, if you were in a car accident and you are suing the owner and the driver of the car, you must list the names of the owner *and* the driver on your claim and serve both people.

Examples:

If the owner and driver are the same person:
Lee Smith, owner and driver

If the owner and driver are not the same person:
Lee Smith, owner and driver
Bob Smith, owner

If you are suing a business, an association, or a public entity, read Form SC-104C, *How to Serve a Business*.



Need help?

Your county's Small Claims Advisor can help for free.



Or go to "County-Specific Court Information" at: www.courtinfo.ca.gov/selfhelp/smallclaims

SC-104C How to Serve a Business or Public Entity (Small Claims)

You must serve the right person and write the *exact* name of the business and the person to be served.
Use this form to make sure you serve correctly, and follow the instructions on *Proof of Service*, Form SC-104.

Business Type:	Sole Proprietorship (Only 1 owner)	Partnership	Landlord	Corporation, Association	Limited Liability Company (LLC), Limited Liability Partnership (LLP), Limited Partnership (LP)	Unknown Business Type
Serve:	The owner	If you are suing a partnership, serve one of the partners. If you are suing a partnership and the partners, serve each partner.	The property owner (If you can't find the owner, read Civil Code sections 1962-1962.7 or talk to the Small Claims Advisor to see if you can serve the manager.)	Agent for service listed with Secretary of State or any corporate officer (president, vice-president, secretary), chief executive officer (CEO), or general manager	Agent for service listed with Secretary of State To serve a limited partnership, you can also serve the general partner.	Someone who seems to be in charge of the business during normal business hours
Write on your Proof of Service form:	<ul style="list-style-type: none"> Business name Owner's name and job title 	<ul style="list-style-type: none"> Partnership name Name of partner, general manager, or agent for service and job title 	<ul style="list-style-type: none"> Business name (if there is one) Owner's name and job title 	<ul style="list-style-type: none"> Corporation name Name of corporate officer or agent for service and job title 	<ul style="list-style-type: none"> Company or partnership name Name of agent or partner for service and job title 	<ul style="list-style-type: none"> Business name, form unknown Owner's name and job title (if you know it)
Check that you have the exact names of the owner and business with:	<ul style="list-style-type: none"> County Clerk-Recorder's Office (Ask to see the fictitious business name statement.) Your county's Web site may have this information. Check: www.csac.counties.org. City Clerk's Office (Ask to see the business license.) Your city's Web site may have this information. 	County Tax Collector	Search under Corporation, LP and LLC at the California Secretary of State Web site: www.ss.ca.gov/business Or call: 1-916-657-5448 OR County Clerk-Recorder's Office: (Ask to see the fictitious business name statement.) Your county's Web site may have this information. OR City Clerk's Office: (Ask to see the business license.) Your city's Web site may have this information.	Try the other resources listed on this page to see if they know more about the business's organization type, like corporation or sole proprietorship.		



Need help?

For free help, contact your county's Small Claims Advisor:

[space for local info here]

Or, go to "County-Specific Court Information" at: www.courtinfo.ca.gov/selfhelp/smallclaims



SC-104C How to Serve a Business or Public Entity (Small Claims)

You must serve the *right* person and write the *exact* name of the public agency and the person to be served. Use this form to make sure you serve correctly, and follow the instructions on *Proof of Service*, Form SC-104.

	City, County, or Public Entity	State of California, State Agency	Federal Agency
Serve:	City or county clerk, chief officer or director of public agency, or agent authorized to accept service	Use this general address for service: Office of the Attorney General 1300 I Street Sacramento, CA 95814 <i>Exception:</i> if your claim involves California Department of Transportation (Caltrans), serve it at: California Department of Transportation 1120 N Street Sacramento, CA 95814	<i>You cannot sue a federal agency in small claims court.</i>
	Important! Before you sue, you must first file a claim with the public entity. Contact it and ask for the claim procedures.	Note: Before you sue, you must first file a claim with the state or the state agency. To file a claim, see: www.boc.ca.gov/govclms.htm Or call: 1-800-955-0045	
Write on your Proof of Service form:	<ul style="list-style-type: none"> Name of city, county, or public entity Name of city clerk, county clerk, chief officer, or agent for service and job title 	<ul style="list-style-type: none"> Name of the agency you are suing Name of agent for service 	
Check that you have the exact names of the agency and agent for service with:	Call the city or county clerk. See the government pages of your phone book. Or search under the California Roster at the California Secretary of State Web site: www.ss.ca.gov/executive	Call the agency to confirm the name and address for service. Use the State Directory: 1-800-807-6755 Or search: www.cold.ca.gov under "agency information"	



Need help?

For free help, contact your county's Small Claims Advisor:

[space for local info here]

Or, go to "County-Specific Court Information" at: www.courtinfo.ca.gov/selfhelp/smallclaims

Clerk stamps date here when form is filed.

Request

This form is used to ask the court to make an order before or after the trial in a small claims case. The court will notify all plaintiffs and defendants in this case about its decision by mail, at the trial, or at a hearing (depending on when the request is filed).

If you are the person asking the court to make an order, ask the Small Claims Advisor if this is the right form for the kind of order you want. If so, follow these steps:

- Fill out page 1 of this form and file it at the clerk's office.
- If you are making this request before your trial, you must mail (or deliver in person) a copy of this form to all other plaintiffs and defendants in your case. *Exception:* If the plaintiffs claim has not been served, you do not have to serve this request on the other plaintiffs and defendants in your case.
- If you are making this request *after* the judge has decided your case, the clerk will mail a copy of this form to all other plaintiffs and defendants in your case. The court will give the other plaintiffs and defendants at least 10 days to answer this *Request*.

If you receive this form, read below, then fill out ⑦–⑩ on page 2.

Fill in court name and street address:

Superior Court of California, County of

Fill in your case number and case name below:

Case Number:

Case Name:

① The person asking the court to make an order is:

Name: _____

Address: _____

Check one: A defendant in this case A plaintiff in this case
 Other (explain): _____

② Notice to: (list names and addresses of all other defendants and plaintiffs in your case.)

Name	Address
a. _____	_____
b. _____	_____
c. _____	_____

Check here if you need more space. Use Form MC-031 or a plain sheet of paper. Write "SC-105, Item 2" on top.

If your request is made before the trial and after the claim was sewed, fill out below:

I mailed delivered in person a copy of this form to everyone listed in ② on (date): _____

③ I ask the court to make the following order (specify):

Check here if you need more space. Use Form MC-031 or a plain sheet of paper. Write "SC-105, Item 3" on top.

④ I ask for this order because (explain and give facts of your case here):

Check here if you need more space. Use Form MC-031 or a plain sheet of paper. Write "SC-105, Item 4" on top.

In making its order, I ask the court to consider the information on this form, any records on file, and, if the court holds a hearing, the evidence presented at that hearing.

I declare under penalty of perjury under California state law that the information above and on all attachments is true and correct.

Date: _____

Type or print your name

Sign your name



Clerk stamps date here when form is filed.

Answer

The person listed in ① on page 1 of this form has asked the court to make an order in your small claims case.

Follow these steps to tell the court what you want to do about this request:

- Read page 1 to see what the person in ① is asking for.
- Fill out ⑦–⑩ below.
- Mail your **completed** form to the court right away.
- Mail a copy of this form to each plaintiff and defendant listed in ① and ② on page 1 of this form.

The court will mail its decision to all plaintiffs and defendants in this case or will make a decision at a court hearing or trial.

If you do nothing, the court may make the order without hearing from you.

⑦ The person filing this answer is:

Name: _____

Address: _____

Check one: A defendant in this case A plaintiff in this case

⑧ Tell the court what you want to do about this request.

(Check all that apply):

- a. I agree to the order requested in ③.
- b. I do not agree to the order requested in ③. *(Explain below):*

Check here if you need more space. Use Form MC-031 or a plain sheet of paper. Write "SC-105, Item 8" on top.

c. I ask the court to have a hearing to decide this matter.

⑨ I mailed a copy of this form to everyone listed in ① and ② of this form on (date): _____

⑩ I declare under penalty of perjury under California state law that the information above and on all attachments is true and correct.

Date: _____

Type or print your name



Need help?

For free help, contact your county's Small Claims Advisor:

Or, go to "County-Specific Court Information" at www.courtinfo.ca.gov/selfhelp/smallclaims

Sign your name

If the request on page 1 was made after the hearing, the clerk fills out below.

— Clerk's Certificate of Mailing —

I certify that I am not involved in this case and (check one):

- A Certificate of Mailing is attached.
- The **Request for Court Order and Answer** was mailed first class, postage paid, to all parties at the addresses listed in ②.

On (date): _____

From (city): _____, California

Clerk, by _____, Deputy

Fill in court name and street address:
Superior Court of California, County of

Fill in your case number and case name below.

Case Number:

Case Name:

SC-105A Order on Request for Court Order (Small Claims)

Clerk stamps date here when form is filed.

- 1 The court has received and considered (*check all that apply*):
- Request for Court Order and Answer, Form SC-105 (page 1) filed on: _____
 - Answer on Request for Court Order and Answer, Form SC-105 (page 2) filed on: _____
 - Other (*specify*): _____

Clerk fills in court name and street address:
Superior Court of California, County of

- 2 The court makes the following orders:
- a. The request is granted.
 - b. The request is denied.
 - c. **You must go to court if you want to be heard.**
 A hearing on this request is scheduled as follows:

Hearing Date	Date	Time	Dept.
Name and address of court if different from above			

Clerk fills in case number and case name below:
Case Number: _____
Case Name: _____

- d. Bring evidence to the hearing to support your request.
- e. Other orders (*specify*): _____
- f. Explanation for decision (*if any*): _____

Date: _____

 (Judge or Judicial Officer)

Need help?
 For free help, contact your county's Small Claims Advisor:

Or, go to "County-Specific Court Information" at:
www.courtinfo.ca.gov/selfhelp/smallclaims

— Clerk's Certificate of Mailing —
 I certify that I am not involved in this case and (*check one*):

- A Certificate of Mailing is attached.
- This **Order** was mailed first class, postage paid, to all parties at the addresses listed in ① and ② on the **Request for Court Order and Answer**.
On (date): _____
From (city): _____, California

Clerk, by _____, Deputy



Requests for Accommodations Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least 5 days before the hearing. Contact the clerk's office for *Request for Accommodations by Persons With Disabilities and Response (Form MC-410)*. *Civil Code, § 54.8*

This is a Court Order.

Name and Address of Court:

SMALL CLAIMS CASE NO.

PLAINTIFF/DEMANDANTE (Name, address, and telephone number of each):

DEFENDANT/DEMANDADO (Name, address, and telephone number of each):

Telephone No.:

Telephone No.:

Telephone No.:

Telephone No.:

See attached sheet for additional plaintiffs and defendants.

REQUEST TO PAY JUDGMENT IN INSTALLMENTS

- I request the court to allow me to make installment payments on the judgment entered against me in this case in the amount and manner stated below.
- My request is based on this declaration, the court records, my completed financial declaration (Form EJ-165—*obtain* from court clerk) attached to this declaration, and any other evidence that may be presented.

NOTE: YOU MUST ATTACH A COMPLETED FINANCIAL DECLARATION WITH THIS REQUEST TO MAKE INSTALLMENT PAYMENTS.

- Judgment was entered against me in this matter on (date): _____ in the amount of (*specify*): \$ _____
- Payment of the entire amount of the judgment at one time will be a hardship on me because (*specify*): _____

- I can and will make payments toward the judgment in the amount of (*specify*): \$ _____ per week month.
- I request the court to order that I make payments as specified in item 5 and that execution on the judgment be stayed as long as I make payments according to this schedule.

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

Date:

.....
(TYPE OR PRINT NAME)

(SIGNATURE OF JUDGMENT DEBTOR)

NOTICE TO JUDGMENT CREDITOR

The judgment debtor has requested the court to allow payment of the judgment in installments. Complete the following and return this form to the court within 10 days. You will be notified of the court's order, or, if a hearing is necessary, the date of the hearing.

- I am the judgment creditor, and I have read and considered the judgment debtor's request to make installment payments on the judgment.
- I am willing to accept the payment schedule the judgment debtor has requested.
 - I am willing to accept payments in the amount of (*specify*): \$ _____ per week month.
 - I am opposed to accepting installment payments because (*specify*): _____

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

Date:

.....
(TYPE OR PRINT NAME)

(SIGNATURE OF JUDGMENT CREDITOR)

SEE REVERSE FOR HEARING DATE, IF ANY.

(Continued on reverse)

NOTICE OF MOTION

A hearing will be held on this request as follows:

HEARING FECHA JUICIO	DATE	DAY	TIME	PLACE
	1.			
	2.			
	3.			
	4.			

COURT ORDER

1. The judgment debtor shall pay the full amount of the judgment immediately.
2. The judgment debtor may pay the judgment as follows:
 - a. (If initial lump sum ordered) Pay \$ _____ on (date): _____
 - b. Pay \$ _____ or more on (specify): _____ of every (*specify*): _____ until the judgment is fully paid.
3. (Missed payments) On the filing of an affidavit or declaration by the judgment creditor showing that any payment due has not been paid, this order shall be set aside and the clerk may issue a writ of execution immediately, without further order of the court.

Date:

(JUDGE OR COMMISSIONER)

WARNING: IF YOU **MISS** A PAYMENT, THE BALANCE OWING ON THE JUDGMENT **WILL** BECOME DUE IMMEDIATELY.

CLERK'S CERTIFICATE OF MAILING—NOTICE TO JUDGMENT CREDITOR

I certify that I am not a party to this action. This Notice to Judgment Creditor was mailed first class, postage prepaid, in a sealed envelope to the responding party at the address shown on the reverse. The mailing and this certification occurred

at (place): _____, California,

on (date): _____
Clerk, by _____, Deputy

CLERK'S CERTIFICATE OF MAILING — NOTICE OF MOTION

I certify that I am not a party to this action. This Notice of Motion was mailed first class, postage prepaid, in a sealed envelope to the responding party at the address shown on the reverse. The mailing and this certification occurred

at (place): _____, California,

on (date): _____
Clerk, by _____, Deputy

CLERK'S CERTIFICATE OF MAILING — COURT ORDER

I certify that I am not a party to this action. This Court Order was mailed first class, postage prepaid, in a sealed envelope to the responding party at the address shown on the reverse. The mailing and this certification occurred

at (place): _____, California,

on (date): _____
Clerk, by _____, Deputy

Name and Address of Court:

PLAINTIFF/DEMANDANTE (Name, address, and telephone number of each):

SMALL CLAIMS CASE NO. DEFENDANT/DEMANDADO (Name, address, and telephone number of each):

Telephone No.:

Telephone No.:

Telephone No.:

Telephone No.:

See attached sheet for additional plaintiffs and defendants.

SMALL CLAIMS SUBPOENA FOR PERSONAL APPEARANCE AND PRODUCTION OF DOCUMENTS AND THINGS AT TRIAL OR HEARING AND DECLARATION

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone number of witness, if known):

1. YOU ARE ORDERED TO APPEAR AS A WITNESS in this case at the date, time, and place shown in the box below UNLESS your appearance is excused as indicated in box 4b below or you make an agreement with the person named in item 2 below.

Form with fields for Date, Time, Dept., Div., Room, and Address.

2. IF YOU HAVE ANY QUESTIONS ABOUT THE TIME OR DATE YOU ARE TO APPEAR, OR IF YOU WANT TO BE CERTAIN THAT YOUR PRESENCE IS REQUIRED, CONTACT THE FOLLOWING PERSON BEFORE THE DATE ON WHICH YOU ARE TO APPEAR:

- a. Name of subpoenaing party: b. Telephone number:
3. Witness Fees: You are entitled to witness fees and mileage actually traveled both ways, as provided by law, if you request them at the time of service. You may request them before your scheduled appearance from the person named in item 2.

PRODUCTION OF DOCUMENTS AND THINGS

(Complete item 4 only if you want the witness to produce documents and things at the trial or hearing.)

- 4. YOU ARE (item a or b must be checked):
a. Ordered to appear in person and to produce the records described in the declaration on page two.
b. Not required to appear in person if you produce (i) the records described in the declaration on page two and (ii) a completed declaration of custodian of records...
5. IF YOU HAVE BEEN SERVED WITH THIS SUBPOENA AS A CUSTODIAN OF CONSUMER OR EMPLOYEE RECORDS UNDER CODE OF CIVIL PROCEDURE SECTION 1985.3 OR 1985.6 AND A MOTION TO QUASH OR AN OBJECTION HAS BEEN SERVED ON YOU, A COURT ORDER OR AGREEMENT OF THE PARTIES, WITNESSES, AND CONSUMER OR EMPLOYEE AFFECTED MUST BE OBTAINED BEFORE YOU ARE REQUIRED TO PRODUCE CONSUMER OR EMPLOYEE RECORDS.

DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

{SEAL}

Date issued:

Clerk, by _____, Deputy

(See reverse for declaration in support of subpoena)

Page one of three

PLAINTIFF/PETITIONER: _____	CASE NUMBER:
DEFENDANT/RESPONDENT:	

**DECLARATION IN SUPPORT OF
SMALL CLAIMS SUBPOENA FOR PERSONAL APPEARANCE
AND PRODUCTION OF DOCUMENT AND THINGS AT TRIAL OR HEARING
(Code Civil Procedure sections 1985, 1987.5)**

1. I, the undersigned, declare I am the plaintiff defendant judgment creditor
 other (specify): _____ in the above entitled action.

2. The witness has possession or control of the following documents or other things and shall produce them at the time and place specified on the *Small Claims Subpoena* on the first page of this form.

a. For trial or hearing (specify the exact documents or other things to be produced by the witness):

Continued on Attachment 2a.

b. After trial to enforce a judgment (specify the exact documents or other things to be produced by the party who is the judgment debtor or other witness possessing records relating to the judgment debtor):

- (1) Payroll receipts, stubs, and other records concerning employment of the party. Receipts, invoices, documents, and other papers or records concerning any and all accounts receivable of the party.
- (2) Bank account statements, canceled checks, and check registers from any and all bank accounts in which the party has an interest.
- (3) Savings account passbooks and statements, savings and loan account passbooks and statements, and credit union share account passbooks and statements of the party.
- (4) Stock certificates, bonds, money market certificates, and any other records, documents, or papers concerning all investments of the party.
- (5) California registration certificates and ownership certificates for all vehicles registered to the party.
- (6) Deeds to any and all real property owned or being purchased by the party.
- (7) Other (specify): _____

3. Good cause exists for the production of the documents or other things described in paragraph 2 for the following reasons:

Continued on Attachment 3.

4. These documents are material to the issues involved in this case for the following reasons:

Continued on Attachment 4.

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

Date:

.....
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY)

(See proof of service on page three)

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

**PROOF OF SERVICE OF SMALL CLAIMS SUBPOENA FOR PERSONAL APPEARANCE
AND PRODUCTION OF DOCUMENTS AND THINGS AT TRIAL OR HEARING
AND DECLARATION**

1. I served this Small Claims Subpoena for Personal Appearance and Production of Documents and Things at Trial or Hearing and Declaration by personally delivering a copy to the person served as follows:

- a. Person served (name):

- b. Address where served:

- c. Date of delivery:

- d. Time of delivery:

- e. Witness fees (check one):
 - (1) were offered or demanded and paid. Amount: \$ _____
 - (2) were not demanded or paid.

- f. Fee for service: \$ _____

2. I received this subpoena for service on (date):

3. Person serving:

- a. Not a registered California process server.
- b. California sheriff, marshal, or constable.
- c. Registered California process server.
- d. Employee or independent contractor of a registered California process server.
- e. Exempt from registration under Business & Professions Code section 22350(b).
- f. Registered professional copier.
- g. Exempt from registration under Business & Professions Code section 22451.
- h. Name, address, and telephone number and, if applicable, county of registration and number:

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

(For California sheriff, marshal, or constable use only)
I certify that the foregoing is true and correct.

Date:

Date:

(SIGNATURE)

▶

(SIGNATURE)

Clerk stamps date here when form is filed.

Request

This form is used to ask the court to correct or cancel a small claims judgment. You must file this form no later than 30 days after the clerk mailed Form SC-130, *Notice of Entry of Judgment*. Filing this form does **not** extend the deadline to file an appeal.

If you are the person asking the court to correct or cancel a judgment, fill out ①–⑤ on this page, then file it at the clerk's office. The clerk will mail a copy of the form to all other plaintiffs and defendants in your case. The court will give the other plaintiffs and defendants at least 10 days to answer this *Request*. The court will mail its decision to you or tell you to go to a court hearing. If you did not go to the trial, you must use Form SC-135, *Notice of Motion to Vacate Judgment and Declaration*.

If you receive this form, read below, then fill out ⑥ and ⑨ on page 2. The court will mail its decision to you or tell you to go to a court hearing.

Fill in court name and street address:

Superior Court of California, County of

Fill in your case number and case name below:

Case Number:

Case Name:

① The person asking the court to correct or cancel a judgment is:

Name: _____
Address: _____

Check one: A defendant in this case
 A plaintiff in this case

② Notice to:

(List names and addresses of all other defendants and plaintiffs in your case.)

Name	Address
a. _____	_____
b. _____	_____
c. _____	_____
d. _____	_____

Check here if you need more space. Use Form MC-031 or a plain sheet of paper. Write "SC-108, Item 2" on top.

I ask the court to (check one):

a. Correct the following clerical error in the judgment.

List the error: _____

Change to: _____

Explain why this correction is needed: _____

b. Cancel the judgment because the court applied the wrong law to this case. (Explain):

Check here if you need more space. Use Form MC-031 or a plain sheet of paper. Write "SC-108, Item 3" on top.

④ In making its order, I ask the court to consider the information on this form, any records on file, and, if the court holds a hearing, the evidence presented at that hearing.

⑤ I declare under penalty of perjury under California state law that the information above and on all attachments is true and correct.

Date: _____

Type or print your name

Sign your name



Clerk stamps date here when form is filed.

Answer

The person listed in ① on page 1 of this form has asked the court to correct or cancel the judgment in your small claims case.

Follow these steps to tell the court what you want to do about this request:

- Read page 1 to see what the person in ① is asking for.
- Fill out ⑥ – ⑨ below.
- Mail your completed form to the court right away.
- Mail a copy of this form to each plaintiff and defendant listed in ① and ② on page 1 of this form.

The court will mail its decision to all plaintiffs and defendants at least 10 days after the *Request* was mailed. If you do nothing, the court may make the order without hearing from you.

⑥ The person filing this answer is:

Name: _____

Address: _____

Check one: A defendant in this case A plaintiff in this case

⑦ Tell the court what you want to do about the request.

(Check all that apply):

- a. I agree to the correction requested in ③ a.
- b. I agree to the cancellation of judgment requested in ③ b.
- c. I do not agree with the request in ③ a. (*Explain*): _____

d. I do not agree with the request in ③ b. (*Explain*): _____

e. I ask the court to have a hearing to decide this matter.

Check here if you need more space. Use Form MC-031 or a plain sheet of paper. Write "SC-108, Item 7" on top

⑧ I mailed a copy of this form to everyone listed in ① and ② of this form on (date): _____

⑨ I declare under penalty of perjury under California state law that the information above and on all attachments is true and correct.

Date: _____

Type or print your name

Sign your name

Need help?

For free help, contact your county's Small Claims Advisor:

Or, go to "County-Specific Court Information" at:
www.courtinfo.ca.gov/selfhelp/smallclaims

Fill in court name and street address:

Superior Court of California, County of

Fill in your case number and case name below.

Case Number:

Case Name:

The clerk fills out below.

— Clerk's Certificate of Mailing —

I certify that I am not involved in this case and (*check one*):

A Certificate of Mailing is attached.

The *Request to Correct or Cancel Judgment and Answer* was mailed first class, postage paid, to all parties at the addresses listed in ②.

On (date): _____

From (city): _____, California

Clerk, by _____, Deputy

SC-108A

Order on Request to Correct or Cancel Judgment (Small Claims)

Clerk stamps date here when form is filed.

- 1 The court has received and considered (*check all that apply*):
- Request to Correct or Cancel Judgment and Answer**, Form SC-108 (page 1) filed on: _____
 - Answer on Request to Correct or Cancel Judgment and Answer**, Form SC-108 (page 2) filed on: _____
 - Other (*specify*): _____

- 2 The court makes the following orders:
- a. The request to correct a clerical error in the judgment is granted.
 - b. The request to cancel the judgment is granted.
 - c. The request is denied.
 - d. **You must go to court if you want to be heard.**
A hearing on this request is scheduled as follows:

Clerk fills in court name and street address:

Superior Court of California, County of _____

Hearing Date	Date	Time	Dept.
	_____	_____	_____
Name and address of court if different from above: _____ _____			

Clerk fills in case number and case name below:

Case Number: _____

Case Name: _____

- e. Bring evidence to the hearing to support your request.
- f. Other orders (*specify*): _____
- g. Explanation for decision (*if any*): _____

Date: _____

(Judge or Judicial Officer)

— Clerk's Certificate of Mailing —



Need help?

For free help, contact your county's Small Claims Advisor:

Or, go to "County-Specific Court Information" at: www.courtinfo.ca.gov/selfhelp/smallclaims

I certify that I am not involved in this case and (*check one*):

A Certificate of Mailing is attached.

This **Order** was mailed first class, postage paid, to all parties at the addresses listed in ① and ② on the **Request to Correct or Cancel Judgment and Answer**.

On (*date*): _____

From (*city*): _____, California

Clerk, by _____, Deputy



Request for Accommodations Assistive listening systems, computer-assisted real-time captioning or sign language interpreter services are available if you ask at least 5 days before the hearing. Contact the clerk's office for *Request for Accommodations by Persons With Disabilities and Response (Form MC-410)*. Civil Code, §54.8

This is a Court Order.



Clerk stamps date here when form is filed.

This form is used to tell the court you are authorized to appear for a plaintiff or defendant in a small claims case. You may also use this form to ask the court for **permission** to help a plaintiff or defendant who cannot properly speak for himself or herself.

You cannot appear for a defendant or plaintiff if your only job is to represent him or her in small claims court. If you are a **lawyer**, you can appear only as authorized by section 116.530 of the Code of Civil Procedure.

Fill out ① – ④ on this page, then file it with the small claims clerk at or before the trial.

① List the name, address, and position of the person appearing:

Name: _____

Address: _____

Job title or relationship to the defendant or plaintiff you want to appear for: _____

② Who are you appearing for?

A defendant in this case (*name*): _____

A plaintiff in this case (*name*): _____

③ Tell us about the defendant or plaintiff you are appearing for.

I am appearing for a (*check one*):

Corporation and I am an employee, officer, or director of that corporation.

Partnership and I am an employee, officer, director, or partner of that partnership.

Other business (not a corporation, partnership, or sole proprietorship) and I am an employee, officer, or director of that business.

Government agency or other public entity and I am an employee, officer, or director of that agency or entity.

Sole proprietorship and I am an employee of that business. I am qualified to testify about business records made in the regular course of business at or near the time of the event. The content of the business records is the only issue in this case. (*Evidence Code*, §1271).

Plaintiff who was assigned to out-of-state active duty in the U.S. armed forces for more than 6 months after filing this claim. I am not being paid to appear. I have not appeared in small claims court for other people more than 4 times in this calendar year.

Defendant or plaintiff who is in a jail, a prison, or another detention facility now. I am not being paid to appear. I have not appeared in small claims court for other people more than 4 times in this calendar year.

Owner of rental property in California who employs me as a property agent. This claim is about the rental property I manage.

Association created to manage a common interest development and I am an agent, management company representative, or bookkeeper for that association.

Husband or wife and my spouse and I are both listed on this claim and agree that either spouse can appear for the other.

Other (*explain*): _____

④ I declare under penalty of perjury under California state law that the information above is true and correct.

Date: _____

Type or print your name

▶ _____
Sign your name

Fill in court name and street address:

Superior Court of California, County of

Fill in your case number and case name below:

Case Number:

Case Name:

PARTY (Name and address): TELEPHONE NO. (Optional): E-MAIL ADDRESS (Optional): FAX NO. (Optional):	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF: DEFENDANT:	
REQUEST TO POSTPONE SMALL CLAIMS HEARING	CASE NUMBER:

IMPORTANT NOTICES

A copy of this request must be mailed or personally delivered to each of the other parties in this case. File the original request with the court and keep a copy. (Code Civ. Proc., § 116.570(a)(3).)

If the request is not filed with the court at least 10 days before the hearing, the requesting party must give the court a good reason why the request is being filed later. (*Explain under item 2b below.*) The court will decide whether good cause was shown. (Code Civ. Proc., § 116.570(a)(2).) If the court denies your request to postpone, your case will remain set on the original date.

If the plaintiff's claim was timely served on the defendant, there is a non-refundable \$10 fee for filing a request to postpone the hearing. (Code Civ. Proc., § 116.570(d).) Submit the fee with this request.

REQUEST

1. I am the plaintiff defendant in this case.

2. a. I request that my small claims hearing (*date*): _____ be postponed for the following reason (*be specific*):

b. This request is being made less than 10 days before hearing for the following reason (*be specific*):

3. a. A copy of this request was mailed personally delivered to each of the other parties in this case on (*date*): _____ at the following address as required by Code of Civil Procedure section 116.570(a)(3) (*specify name and address*):

b. (*Optional*.) In addition to the requirement above, each of the other parties was also notified of this request by telephone e-mail fax on (*date*):

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

Date:

_____ ▶ _____
 (TYPE OR PRINT NAME) (SIGNATURE)

PARTY (Name and address): TELEPHONE NO. (Optional): E-MAIL ADDRESS (Optional): FAX NO. (Optional):	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF: DEFENDANT:	
ORDER ON REQUEST TO POSTPONE SMALL CLAIMS HEARING	CASE NUMBER:

1. The request to postpone the small claims hearing is **granted**. The hearing (date):
is changed to:

Date:	Time:	Dept.:	Room:
ALL PARTIES ARE ORDERED TO APPEAR IN COURT AT THE TIME AND PLACE SHOWN ABOVE.			

2. The request to postpone the small claims hearing is **denied**. THE CASE REMAINS SET ON THE ORIGINAL HEARING DATE. ALL PARTIES MUST BE PRESENT ON THAT DATE.

a. The request was not accompanied by a \$10 filing fee.

b. The request was not filed at least 10 days before the hearing and good cause was not shown for the late request.

c. Other (*specify*):

Date: _____
(JUDICIAL OFFICER)

CLERK'S CERTIFICATE OF MAILING COURT ORDER

I certify that I am not a party to this action. This Order on Request to Postpone Small Claims Hearing was mailed first class, postage prepaid, in a sealed envelope addressed as shown below. The mailing and this certification occurred at (place):

, California, on (date):

Date: _____ Clerk, _____, Deputy

*Clerk stamps date here when form is filed.***Notice to the person being sued:**

- You are being sued by the person you are suing.
- You must go to court on the trial date listed below. If you do not go to court, you may lose the case.
- If you lose, the court can order that your wages, money, or property be taken to pay this claim.
- Bring witnesses, receipts, and any evidence you need to prove your case.
- Read this form and all pages attached, to understand the claim against you and to protect your rights.

Aviso al demandado:

- La persona que ha demandado lo está demandando a usted.
- Tiene que presentarse a la corte en la fecha de su juicio indicada a continuación. Si no se presenta, puede perder el caso.
- Si pierde el caso la corte puede ordenar que le quiten de su sueldo, dinero u otros bienes para pagar este reclamo.
- Lleve testigos, recibos y cualquier otra prueba que necesite para probar su caso.
- Lea este formulario y todas las páginas adjuntas, para entender la demanda en su contra y para proteger sus derechos.

*Fill in court name and street address:***Superior Court of California, County of***Fill in case number and case name:***Case Number:****Case Name:****Order to Go to Court****The people in ① and ② must go to court:** *(Clerk fills out section below.)*

Trial Date	Date	Time	Department	Name and address of court if different from above
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

Date: _____ Clerk, by _____, Deputy

Instructions for the person suing:

- *Before* you fill out this form, read Form SC-150, *Information for the Plaintiff (Small Claims)*, to know your rights. Get SC-150 at any courthouse or county law library, or go to: www.courtinfo.ca.gov/forms
- Fill out pages 2 and 3 of this form. Then make copies of **all** pages of this form. (Make 1 copy for each party named in this case and an extra copy for yourself.) Take or mail the original and these copies to the court clerk's office and pay the filing fee. The clerk will write the date of your trial in the box above.
- You must have someone at least 18—not you or anyone else listed in this case—give each Defendant a court-stamped copy of all 5 pages of this form and any pages this form tells you to attach. There are special rules for "serving," or delivering, this form to public entities, associations, and some businesses. See Forms SC-104, SC-104B, and SC-104C.
- **Go to court on your trial date listed above.** Bring witnesses, receipts, and any evidence you need to prove your case.





Case Number: _____

Defendant (**list names**): _____

1 The Plaintiff (the person, business, or public entity that sued first) is:

Name: _____ Phone: (____) _____

Street address: _____
Street City State Zip

Mailing address (if different): _____
Street City State Zip

If more than one Plaintiff, list next Plaintiff here:

Name: _____ Phone: (____) _____

Street address: _____
Street City State Zip

Mailing address (if different): _____
Street City State Zip

- Check here if more than 2 Plaintiffs and attach Form SC-120A.
- Check here if any Plaintiff is on active military duty and write his or her name here: _____

2 The Defendant (the person, business, or public entity suing now) is:

Name: _____ Phone: (____) _____

Street address: _____
Street City State Zip

Mailing address (if different): _____
Street City State Zip

If more than one Defendant, list next Defendant here:

Name: _____ Phone: (____) _____

Street address: _____
Street City State Zip

Mailing address (if different): _____
Street City State Zip

- Check here if more than 2 Defendants and attach Form SC-120A.
- Check here if either Defendant listed above is doing business under a fictitious name. If so, attach Form SC-103.

3 The Defendant claims the Plaintiff owes \$ _____ . (Explain below):

a. Why does the Plaintiff owe the Defendant money? _____

b. When did this happen? (Date): _____
If no specific date, give the time period: Date started: _____ Through: _____

c. How did you calculate the money owed to you? (Do not include court costs or fees for service.) _____

- Check here if you need more space. Attach one sheet of paper or Form MC-031 and write "SC-120, Item 3" at the top.

Case Number: _____

Defendant (list names): _____

4 You may ask the Plaintiff (in person, in writing, or by phone) to pay you before you sue.
Have you done this? Yes No

5 Is your claim about an attorney-client fee dispute? Yes No
If yes, and if you have had arbitration, fill out Form SC-101, attach it to this form, and check here:

6 Are you suing a public entity? Yes No
If yes, you must file a written claim with the public entity first. A claim was filed on (date): _____
If the public entity denies your claim or does not answer within the time allowed by law, you can file this form.

7 Have you filed more than 12 other small claims within the last 12 months in California?
 Yes No If yes, the filing fee for this case will be higher.

8 I understand that by filing a claim in small claims court, I have no right to appeal this claim.

9 If I do not have enough money to pay for filing fees or service, I can ask the court to waive those fees.

10 I have not filed, and understand that I cannot file, more than two small claims cases for more than \$2,500 in California during this calendar year.

I declare, under penalty of perjury under California State law, that the information above and on any attachments to this form is true and correct.

Date: _____
Defendant types or prints name here Defendant signs here

Date: _____
Second Defendant types or prints name here Second Defendant signs here



Requests for Accommodations

Assistive listening systems, computer-assisted, real-time captioning, or sign language interpreter services are available if you ask at least 5 days before the trial. Contact the clerk's office for Form MC-410, Request for Accommodations by Persons With Disabilities and Order. (Civil Code, § 54.8.)



Need help?

Your county's Small Claims Advisor can help for free.

Or go to "County-Specific Court Information" at:
www.courtinfo.ca.gov/selfhelp/smallclaims

This form is attached to Form SC-120, item 1 or 2.**1 If more than 2 plaintiffs (person, business, or public entity being sued), list their information below:**

Other plaintiffs name: _____

Street address: _____ Phone: (____) _____

City: _____ State: _____ Zip: _____

Mailing address (if different): _____

City: _____ State: _____ Zip: _____

Other plaintiffs name: _____

Street address: _____ Phone: (____) _____

City: _____ State: _____ Zip: _____

Mailing address (if different): _____

City: _____ State: _____ Zip: _____

 Check here if more than 4 plaintiffs and fill out and attach another Form SC-120A.**2 If more than 2 defendants (person, business, or public entity suing), list their information below:**

Other defendant's name: _____

Street address: _____ Phone: (____) _____

City: _____ State: _____ Zip: _____

Mailing address (if different): _____

City: _____ State: _____ Zip: _____

Is this defendant doing business under a fictitious name? Yes No If yes, attach Form SC-103.

Other defendant's name: _____

Street address: _____ Phone: (____) _____



City: _____ State: _____ Zip: _____

Mailing address (if different): _____

City: _____ State: _____ Zip: _____

Is this defendant doing business under a fictitious name? Yes No If yes, attach Form SC-103. Check here if more than 4 defendants and fill out and attach another Form SC-120A.**3 I understand that by filing a claim in small claims court, I have no right to appeal this claim.****4** I have not filed, and understand that I cannot file, more than two small claims cases for more than \$2,500 in California during this calendar year.

I declare under penalty of perjury under California state law that the information above and on any attachments to this form is true and correct.

Date: _____  _____
Type or print your name Sign your nameDate: _____  _____
Type or print your name Sign your name

SMALL CLAIMS CASE NO.:

<p>NOTICE TO ALL PLAINTIFFS AND DEFENDANTS: Your small claims case has been decided. If you lost the case, and the court ordered you to pay money, your wages, money, and property may be taken without further warning from the court. Read the back of this sheet for important information about your rights.</p>	<p>AVISO A TODOS LOS DEMANDANTES Y DEMANDADOS: Su caso ha sido resuelto por la corte para reclamos judiciales menores. Si la corte ha decidido en su contra y ha ordenado que usted pague dinero, le pueden quitar su salario, su dinero, y otras cosas de su propiedad, sin aviso adicional por parte de esta corte. Lea el reverso de este formulario para obtener informacion de importancia acerca de sus derechos.</p>
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PLAINTIFF (Name, street address, and telephone number of each):

DEFENDANT/DEMANDADO (Name, street address, and telephone number of each):

Telephone No.:

Telephone No.:

Telephone No.:

Telephone No.:

See attached sheet for additional plaintiffs and defendants.

NOTICE OF ENTRY OF JUDGMENT

Judgment was entered as checked below on (date):

- Defendant (name, if more than one):
shall pay plaintiff (name, if more than one):
\$ _____ principal and \$ _____ costs on plaintiffs claim.
- Defendant does not owe plaintiff any money on plaintiffs claim.
- Plaintiff (name, if more than one):
shall pay defendant (name, if more than one):
\$ _____ principal and \$ _____ costs on defendant's claim.
- Plaintiff does not owe defendant any money on defendants claim.
- Possession of the following property is awarded to plaintiff (describe *property*):
- Payments are to be made at the rate of: \$ _____ per (specify period): _____, beginning on (date): _____ and on the (specify day): _____ day of each month thereafter until paid in full. If any payment is missed, the entire balance may become due immediately.
- Dismissed in court with Prejudice. without prejudice.
- Attorney-Client Fee Dispute (Attachment to Notice of *Entry* of Judgment) (form SC-132) is attached.
- Other (specify):
- This judgment results from a motor vehicle accident on a California highway and was caused by the judgment debtor's operation of a motor vehicle. If the judgment is not paid, the judgment creditor may apply to have the judgment debtor's drivers license suspended.
- Enforcement of the judgment is automatically postponed for 30 days or, if an appeal is filed, until the appeal is decided.
- This notice was personally delivered to (insert name and date):
- CLERK'S CERTIFICATE OF MAILING— I certify that I am not a party to this action. This Notice of Judgment was mailed first class, postage prepaid, in a sealed envelope to the parties at the addresses shown above. The mailing and this certification occurred at the place and on the date shown below.

Place of mailing: _____, California

Date of mailing:

Clerk, by _____, Deputy

— The county provides small claims advisor services free of charge. Read the information sheet on the reverse. —

INFORMATION AFTER JUDGMENT	INFORMACION DESPUES DEL FALLO DE LA CORTE
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Your small claims case has been decided. The **judgment** or decision of the court appears on the front of this sheet. The court may have ordered one party to pay money to the other party. The person (or business) who won the case and who can collect the money is called the judgment creditor. The person (or business) who lost the case and who owes the money is called the **judgment debtor**.

Enforcement of the judgment is postponed until the time for appeal ends or until the appeal is decided. This means that the judgment creditor cannot collect any money or take any action until this period is over. Generally, both parties may be represented by lawyers after judgment.

IF YOU LOST THE CASE.

1. If you lost the case on your own claim and the court did not award you any money, the court's decision on your claim is FINAL. You may not appeal your own claim.
2. If you lost the case and the court ordered you to pay money, your money and property may be taken to pay the claim unless you do one of the following things:
 - a. **PAY THE JUDGMENT**
The law requires you to **pay** the amount of the judgment. You may pay the judgment creditor directly, or pay the judgment to the court for an additional fee. You may also ask the court to order monthly payments you can afford. Ask the clerk for information about these procedures.
 - b. **APPEAL**
If you disagree with the court's decision, you may appeal the decision on the *other party's claim*. You may not appeal the decision on your own claim. However, if any party appeals, there will be a new trial on all the claims. If you appeared at the trial, you must **begin your appeal** by filing a form called a *Notice of Appeal* (form SC-140) and pay the required fees within 30 days after the date this *Notice of Entry of Judgment* was mailed or handed to you. Your appeal will be in the superior court. You will have a new trial and you must present your evidence again. You may be represented by a lawyer.
 - c. **VACATE OR CANCEL THE JUDGMENT**
If you did not go to the trial, you may ask the court to vacate or cancel the judgment. To make this request, you must file a Motion to Vacate the Judgment (form SC-135) and pay the required fee within 30 days after the date this *Notice of Entry of Judgment* was mailed. If your request is denied, you then have 10 days from the date the notice of denial was mailed to file an appeal. The period to file the Motion to Vacate the Judgment is 180 days if you were not *properly* served with the claim. The 180-day period begins on the date you found out or should have found out about the judgment against you.

IF YOU WON THE CASE.

1. If you were sued by the other party and you won the case, then the other party may not appeal the court's decision.
2. If you won the case and the court awarded you money, here are some steps you may take to collect your money or get possession of your property:
 - a. **COLLECTING FEES AND INTEREST**
Sometimes fees are **charged** for filing court papers or for serving the judgment debtor. These extra costs can become part of your original judgment. To claim these fees, ask the clerk for a *Memorandum of Costs*.

b. VOLUNTARY PAYMENT

Ask the judgment debtor to pay the money. If our claim was for possession of property, ask the judgment debtor to return the property to you. **THE COURT WILL NOT COLLECT THE MONEY OR ENFORCE THE JUDGMENT FOR YOU.**

c. STATEMENT OF ASSETS

If the judgment debtor does not pay the money, the law requires the debtor to fill out a form called the Judgment Debtor's Statement of Assets (form SC-133). This form will tell you what property the judgment debtor has that may be available to pay your claim. If the judgment debtor willfully fails to send you the completed form, you may file an Application and Order to Produce Statement of Assets and to Appear for Examination (form SC-134) and ask the court to give you your attorney's fees and expenses and other appropriate relief, after proper notice, under Code of Civil Procedure section 708.170.

d. ORDER OF EXAMINATION

You may also make the debtor come to court to answer questions about income and property. To do this, ask the clerk for an Application and Order for Appearance and Examination (Enforcement of Judgment) (form EJ-125) and pay the required fee. There is a fee if a law officer serves the order on the judgment debtor. You may also obtain the judgment debtors financial records. Ask the clerk for the Small Claims Subpoena and Declaration (form SC-107) or Civil Subpoena *Duces Tecum* (form 982 (a) (15.1)).

e. WRIT OF EXECUTION

After you find out about the judgment debtor's property, you may ask the court for a Writ of Execution (form EJ-130) and pay the required fee. A writ of execution is a court paper that tells a law officer to take property of the judgment debtor to pay your claim. Here are some examples of the kinds of property the officer may be able to take: wages, bank account, automobile, business property, or rental income. For some kinds of property, you may need to file other forms. See the law officer for information.

f. ABSTRACT OF JUDGMENT

The judgment debtor may own land or a house or other buildings. You may want to put a lien on the property so that you will be paid if the property is sold. You can get a lien by filing an Abstract of Judgment (form EJ-001) with the county recorder in the county where the property is located. The recorder will charge a fee for the Abstract of Judgment

NOTICE TO THE PARTY WHO WON: As soon as you have been paid in full, you must fill out the form below and mail it to the court immediately or you may be fined. If an Abstract of Judgment has been recorded, you must use another form; see the clerk for the proper form.

SMALL CLAIMS CASE NO.:

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT (Do not use this form if an Abstract of Judgment has been recorded.)

To the Clerk of the Court:

I am the judgment creditor assignee of record.

I agree that the judgment in this action has been paid in full or otherwise satisfied.

Date:

▶

(TYPE OR PRINT NAME)

(SIGNATURE)

Name and Address of Court:

SMALL CLAIMS CASE NO.:

ATTORNEY-CLIENT FEE DISPUTE (ATTACHMENT TO NOTICE OF ENTRY OF JUDGMENT)
(Attach to Notice of Entry of Judgment)

1. **Trial after arbitration.** A trial after arbitration of an attorney-client fee dispute
- a. is denied because
- (1) The arbitration award is binding.
- (2) Plaintiff willfully failed to appear at the arbitration hearing.
- b. is granted, and a trial
- (1) was held on (date):
- (2) will be held on (date):
2. **Correction of award.** The arbitration award is
- a. corrected as follows (*specify*):
- b. and in all other respects the award is confirmed as indicated below in item 4b.
3. **Vacation of award.** The arbitration award is vacated ("canceled").
- a. A new arbitration hearing is ordered before
- (1) new arbitrators. (See Code of Civil Procedure section 1287.)
- (2) the original arbitrators. (See Code of Civil Procedure section 1287.)
- The attorney and client are both ordered to appear at the new arbitration hearing
- b. No new arbitration hearing is ordered.
4. **Confirmation of award.** The arbitration award is
- a. not confirmed.
- (1) The award is vacated under item 3 above.
- (2) The case is dismissed. (See Code of Civil Procedure section 1287.2)
- b. confirmed
- (1) As made by the arbitrators. (A copy of the award is attached.)
- (2) As corrected in item 2 above. (A copy of the award is attached.)
5. **Payment.**
- a. The plaintiff defendant' shall pay to plaintiff defendant
- (i) disputed fees and costs of: \$
- (ii) costs of this proceeding of: \$
- b. Neither the plaintiff nor the defendant shall pay the other anything.

-The county provides small claims advisor services free of charge.-

**MAIL TO THE JUDGMENT CREDITOR
DO NOT FILE WITH THE COURT**

SC-133

JUDGMENT CREDITOR (the person or business who won the case) (name):

JUDGMENT DEBTOR (the person or business who lost the case and owes money) (name):

SMALL CLAIMS CASE NO.:

NOTICE TO JUDGMENT DEBTOR: You **must** (1) pay the judgment or (2) appeal or (3) file a motion to vacate. If you fail to pay or take one of the other two actions, you must complete and mail this form to the judgment creditor. If you do not, you may have to go to court to answer questions and may have penalties imposed on you by the court.

AVISO AL DEUDOR POR FALLO JUDICIAL: Usted debe (1) pagar el monto del fallo judicial, o (2) presentar un **recurso** de apelacion o (3) presentar un **recurso de nulidad**. Si usted no paga el fallo o presenta uno de estos dos recursos, deberá llenar y enviar por correo este formulario a su acreedor por fallo judicial. Si no lo hace, es posible que deba presentarse ante la corte para contestar preguntas y pagar las multas que la corte le pueda imponer.

INSTRUCTIONS

The small claims court has ruled that you owe money to the judgment creditor.

1. You may appeal a judgment against you only on the other party's claim. You may *not* appeal a judgment against you on *your* claim.
 - a. If you appeared at the trial and you want to appeal, you must file a *Notice of Appeal* (form SC-140) within 30 days after the date the *Notice of Entry of Judgment* (form SC-130) was mailed or handed to you by the clerk.
 - b. If you did not appear at the trial, before you can appeal, you must first file a *Notice of Motion to Vacate Judgment and Declaration* (form SC-135) and pay the required fee within 30 days after the date the *Notice of Entry of Judgment* was mailed or handed to you. The judgment cannot be collected until the motion is decided. If your motion is denied, you then have 10 days after the date the notice of denial was mailed to file your appeal.
2. Unless you pay the judgment or appeal the judgment or file a motion to vacate, you must fill out this form and mail it to the person who won the case within 30 days after the *Notice of Entry of Judgment* was mailed or handed to you by the clerk. Mailing this completed form does not stay enforcement of the judgment.
3. If you lose your appeal or motion to vacate, you must pay the judgment, including postjudgment costs and interest. As soon as the small claims court denies your motion to vacate and the denial is not appealed, or receives the dismissal of your appeal or judgment from the superior court after appeal, the judgment is no longer suspended and may be immediately enforced against you by the judgment creditor.
4. Unless you have paid the judgment, complete and mail this form to the judgment creditor within 30 days after the date the clerk mails or delivers to you (a) the denial of your motion to vacate, or (b) the dismissal of your appeal, or (c) the judgment against you on your appeal.

If you were sued as an individual, skip this box and begin with item 1 below. Otherwise, check the applicable box, attach the documents indicated, and complete item 15 on the reverse.

- a. (*Corporation or partnership*) Attached to this form is a statement describing the nature, value, and exact location of all assets of the corporation or the partners, and a statement showing that the person signing this form is authorized to submit this form on behalf of the corporation or partnership.
- b. (*Governmental agency*) Attached to this form is the statement of an authorized representative of the agency stating when the agency will pay the judgment and any reasons for its failure to do so.

JUDGMENT DEBTOR'S STATEMENT OF ASSETS

EMPLOYMENT

1. What are your sources of income and occupation? (*Provide job title and name of division or office in which you work.*)
2. a. Name and address of your business or employer (*include address of your payroll or human resources department, if different*):

b. If not employed, names and addresses of all sources of income (*specify*):
3. How often are you paid?
 daily every two weeks monthly
 weekly twice a month other (*explain*):
4. What is your gross pay each pay period? \$
5. What is your take-home pay each pay period? \$
6. If your spouse earns any income, give the name and address of the business or employer, job title, and division or office (*specify*):

CASH, BANK DEPOSITS

7. How much money do you have in cash? \$
 8. How much other money do you have in banks, savings and loans, credit unions, and other financial institutions either in your own name or jointly (*list*):

Name and address of financial institution	Account number	Individual or joint?	Balance
a.			\$
b.			\$
c.			\$

PROPERTY

9. List all automobiles, other vehicles, and boats owned in your name or jointly:

Make and year	License and vehicle identification (VIN) numbers	Value	Legal owner if different from registered owner	Amount owed
a.		\$		\$
b.		\$		\$
c.		\$		\$
d.		\$		\$

10. List all real estate owned in your name or jointly:

Address of real estate	Fair market value	Amount owed
a.	\$	\$
b.	\$	\$

OTHER PERSONAL PROPERTY (Do not list household furniture and furnishings, appliances, or clothing.)

11. List anything of value not listed above owned in your name or jointly (*continue on attached sheet if necessary*):

Description	Value	Address where property is located
a.	\$	
b.	\$	
c.	\$	

12. Is anyone holding assets for you? Yes. No. If yes, describe the assets and give the name and address of the person or entity holding each asset (*specify*):

13. Have you disposed of or transferred any asset within the last 60 days? Yes. No. If yes, give the name and address of each person or entity who received any asset and describe each asset (*specify*):

14. If you are not able to pay the judgment in one lump sum, you may be able to make payment arrangements with the person or business who won the case (the judgment creditor). State the amount that you can pay each month: \$ _____, beginning on (*date*): _____. If you are unable to agree, you may also ask the court for permission to make installment payments by filing a **Request to Pay Judgment in Installments** (form SC-106).

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

Date:

 (TYPE OR PRINT NAME) (SIGNATURE)

Mall or deliver this completed form to the judgment creditor at the address shown on the Notice of Entry of Judgment form.

Name and Address of Court:

PLAINTIFF/DE MANDANTE (Name, street address, and telephone number of each):

SMALL CLAIMS CASE NO.: DEFENDANT/DEMANDADO (Name, street address, and telephone number of each):

Telephone No.:

Telephone NO.:

See attached sheet for additional plaintiffs and defendants.

ORDER TO PRODUCE STATEMENT OF ASSETS AND TO APPEAR FOR EXAMINATION

1. TO JUDGMENT DEBTOR (name):

2. YOU ARE ORDERED

- a. to pay the judgment and file proof of payment... b. to (1) personally appear in this court... (2) bring with you a completed Judgment Debtor's Statement of Assets...

Table with columns: HEARING DATE / FECHA DEL JUICIO, DATE, DAY, TIME, PLACE, COURT USE. Rows 1, 2, 3.

If you fail to appear and have not paid the judgment, including postjudgment costs and interest, a bench warrant may be issued for your arrest... Si usted no se presenta y no ha pagado el monto del fallo judicial, inclusive las costas e intereses posterlores al fallo, la corte puede expedir una orden de detencion contra usted, declararle en desacato y ordenar clue pague multas.

3. This order may be served by a sheriff, marshal, or registered process server.

Date: (SIGNATURE OF JUDGE)

APPLICATION FOR THIS ORDER

- A. Judgment creditor (the person who won the case) (name): applies for an order requiring judgment debtor... B. Judgment creditor states the following: (1) Judgment debtor has not paid the judgment... (2) Judgment debtor either did not file an appeal... (3) Judgment debtor either did not file a motion to vacate... (4) More than 30 days have passed... (5) Judgment creditor has not received... (6) The person to be examined resides or has a place of business...

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

Date: (TYPE OR PRINT NAME) (See Instructions on reverse) (DECLARANT)

The county provides small claims advisor services free of charge.

INSTRUCTIONS FOR JUDGMENT CREDITOR

1. To set a hearing on an *Application for Order to Produce Statement of Assets and to Appear for Examination*, you must complete this form, present it to the court clerk, and pay the fee for an initial hearing date or a reset hearing date.
2. After you file this form, the clerk will set a hearing date, note the hearing date on the form, and return two copies or an original and one copy of the form to you.
3. You must have a copy of this form and a blank copy of the *Judgment Debtor's Statement of Assets* (form SC-133) personally served on the judgment debtor by a sheriff, marshal, or registered process server at least 10 calendar days before the date of the hearing, and have a proof of service filed with the court. The law provides for a new fee if you reset the hearing.
4. If the judgment is paid, including all postjudgment costs and interest, you must immediately complete the *Acknowledgment of Satisfaction of Judgment form* on the reverse of the *Notice of Entry of Judgment* (form SC-130) and file a copy with the court.
5. You must attend the hearing unless the judgment has been paid.
6. This form is intended to be an easy tool to enforce your right to receive a completed *Judgment Debtor's Statement of Assets* (form SC-133). This form is not intended to replace the *Application and Order for Appearance and Examination* (form EJ-125), often called an "Order for Examination." The *Application and Order for Appearance and Examination* may still be used to enforce a small claims judgment if you are not seeking at the same time to make the debtor complete a *Judgment Debtor's Statement of Assets*.

SMALL CLAIMS CASE NO.:

PLAINTIFF/DEMANDANTE (Name, street address, and telephone number of each):

DEFENDANT/DEMANDADO (Name, street address, and telephone number of each):

Telephone No.:

Telephone No.:

Telephone No.:

Telephone No.:

See attached sheet for additional plaintiffs and defendants.

NOTICE TO (Name):

<p>One of the parties has asked the court to CANCEL the small claims judgment in your case. If you disagree with this request, you should appear in this court on the hearing date shown below. If the request is granted, ANOTHER TRIAL may immediately be held.</p> <p>Bring all witnesses, books, receipts, and other papers or things with you to support your case.</p>	<p>Una de las partes en el caso le ha solicitado a la corte que DEJE SINEFECTO la <i>decisión</i> tomada en su caso por la corte para <i>reclamos judiciales</i> menores. Si usted esta en desacuerdo con esta <i>solicitud</i>, debe presentarse en esta corte en la fecha de la <i>audiencia indicada a continuación</i>. Si se concede esta <i>solicitud</i>, es posible que se efectúe otro juicio inmediatamente. Traiga a todos sus testigos, libros, recibos, y otros documentos o cosas para presentarlos en apoyo de su caso.</p>
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NOTICE OF MOTION TO VACATE (CANCEL) JUDGMENT

- A hearing will be held in this court at which I will ask the court to cancel the judgment entered against me in this case. If you wish to oppose the motion you should appear at the court on

HEARING DATE	DATE	DAY	TIME	PLACE	COURT USE
FECHA DEL JUICIO	1.				
	2.				
	3.				

- I am asking the court to cancel the judgment for the reasons stated in item 5 below. My request is based on this notice of motion and declaration, the records on file with the court, and any evidence that may be presented at the hearing.

DECLARATION FOR MOTION TO VACATE (CANCEL) JUDGMENT

- Judgment was entered against me in this case on (date):
 - I first learned of the entry of judgment against me on (date):
 - I am asking the court to cancel the judgment for the following reason:
 - I did not appear at the trial of this claim because (specify facts):
 - Other (specify facts):
 - I understand that I must bring with me to the hearing on this motion all witnesses, books, receipts, and other papers or things to support my case.
- I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

.....
(TYPE OR PRINT NAME)

.....
(SIGNATURE)

CLERK'S CERTIFICATE OF MAILING

I certify that I am not a party to this action. This Notice of Motion to Vacate Judgment and Declaration was mailed first class, postage prepaid, in a sealed envelope to the responding party at the address shown above. The mailing and this certification occurred at (place): _____, California,
on (date): _____ Clerk, by _____, Deputy

-The county provides small claims advisor services free of charge. -

Name and Address of Court:

SMALL CLAIMS CASE NO.:

PLAINTIFF/DEMANDANTE (Name, address, and telephonenumber of each):

DEFENDANT/DEMANDADO (Name, address, and telephonenumber of each):

Telephone No.:

Telephone No.:

Telephone No.:

Telephone No.:

See attached sheet for additional plaintiffs and defendants.

NOTICE OF FILING NOTICE OF APPEAL

TO: Plaintiff (name):
Defendant (name):

Your small claims case has been APPEALED to the superior court. Do not contact the small claims court about this appeal. The superior court will notify you of the date you should appear in court. The notice of appeal is set forth below.
La decisión hecha por la code para reclamos judiciales menores en su caso ha sido APELADA antela corte superior. No se ponga en contacto con la corte para reclamos judiciales menores acerca de esta apelación. La corte superior le notificarala fecha en que usted debe presentarse ante ella. El aviso de la apelación aparece a continuación.

Date: Clerk, by , Deputy

NOTICE OF APPEAL

I appeal to the superior court, as provided by law, from the small claims judgment or the denial of the motion to vacate the small claims judgment.

DATE APPEAL FILED (clerk to insert date):

(TYPE OR PRINT NAME)

(SIGNATURE OF APPELLANT OR APPELLANTS ATTORNEY)

I am an insurer of defendant (name) in this case. The judgment against defendant exceeds \$2,500, and the policy of insurance with the defendant covers the matter to which the judgment applies.

(NAME OF INSURER)

(SIGNATURE OF DECLARANT)

CLERK'S CERTIFICATE OF MAILING

I certify that

- 1. I am not a party to this action.
2. This Notice of Filing Notice of Appeal and Notice of Appeal were mailed first class, postage prepaid, in a sealed envelope to plaintiff defendant at the address shown above.

3. The mailing and this certification occurred at (place): , California,

on (date): Clerk, by , Deputy

Name and Address of Court:

SMALL CLAIMS CASE NO.:

PLAINTIFF/DEMANDANTE (Name and address of each):	DEFENDANT/DEMANDADO (Name and address of each):

See attached sheet for additional plaintiffs and defendants.

REQUEST TO PAY JUDGMENT TO COURT

1. Instead of paying the judgment directly to the creditor, I want to pay it to the court.
 2. Date judgment was entered (*specify*):
 3. Judgment creditor (the person or business you were ordered to pay)
 - a. Full name:
 - b. Address (*use last known*):
 4. I understand that the amount of money I must pay to get a satisfaction of judgment is the total of the
 - a. principal amount of money the court ordered me to pay,
 - b. costs (if awarded by the court),
 - c. interest accrued on the judgment,
 - d. the court's processing fee, and
 - e. other charges the court has added to the judgment. (*The court will calculate the total (see reverse).*)
 5. Partial payment (*Complete this section if you have ALREADY PAID PART of the judgment.*)

I have already paid part of the judgment.

Amount paid: \$ _____ (*check one or both of the boxes below.*)

 - a. by check or money order. (*Attach a copy of both sides of the canceled check or money order.*)
 - b. by cash. (*Attach a copy of the signed, dated cash receipt*)
 6. I understand that if I pay by personal check, satisfaction of judgment will be delayed 30 days.
 7. I request the court to calculate the total amount required to enter a satisfaction of judgment, and to enter a satisfaction of judgment after I have paid the total amount to the court.
- I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

..... (TYPE OR PRINT NAME)	(SIGNATURE OF JUDGMENT DEBTOR)
Judgment creditor: See important notice on reverse.	

<p style="text-align: center;">CERTIFICATION</p> <p>I certify that this document is a true and correct copy of the original on file with this court.</p> <p>(Seal)</p> <p>Clerk, by _____, Deputy</p>	<p style="text-align: center;">SATISFACTION OF JUDGMENT (for court use only)</p> <p>(1) <input type="checkbox"/> Full satisfaction of judgment entered as to judgment debtor (<i>name</i>): _____ on (<i>date</i>): _____</p> <p>(2) <input type="checkbox"/> Full satisfaction of judgment NOT entered as requested (<i>state reason</i>): _____</p> <p style="text-align: right;">Clerk, by _____, Deputy</p>
--	--

PLAINTIFF: DEFENDANT:	CASE NUMBER:
--------------------------	--------------

FOR COURT USE ONLY

1. Judgment entered on (date):
2. **Amount to be paid as of date of request** (specify):
 - a. Unpaid principal ----- \$
 - b. Costs ----- \$
 - c. Post judgment costs ----- \$
 - d. Credits (*see receipts*) ----- \$
 - e. Interest accrued (to date in item 2 above) ----- \$
 - f. Processing fee ----- \$
 - g. Other (*specify*) ----- \$

SUBTOTAL \$

Add interest at: \$ _____ per day (from date in item 2) ----- \$

TOTAL

\$	
\$	

CLERK'S CERTIFICATE OF MAILING

I certify that I am not a party to this action. This Notice to Judgment Creditor was mailed first class, postage prepaid, in a sealed envelope to the address shown in item 3 on the reverse. The mailing and this certification occurred
 at (place): _____ California,
 on (date): _____

Clerk, by _____, Deputy

NOTICE TO JUDGMENT CREDITOR

1. The judgment debtor has fully satisfied the judgment entered by making payment to the court in the amount shown above.
2. You may claim this money by
 - a. presenting this form in person to the court clerk during regular business hours,
 - OR-
 - b. mailing this form to the court.
3. Complete the Judgment Creditor's Request for Funds below.
4. Money not claimed within three years becomes the property of the court (see Government Code sections 50050-50056).

JUDGMENT CREDITOR'S REQUEST FOR FUNDS

I request the court to pay the money to me by mail at my current address (specify):

(Mail or deliver this form to the court clerk Keep a photocopy for yourself.)

Date:

.....
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INFORMATION FOR THE SMALL CLAIMS PLAINTIFF

This information sheet is written for the person who sues in the small claims court. It explains some of the rules of and some general information about the small claims court. It may also be helpful for the person who is sued.

WHAT IS SMALL CLAIMS COURT?

Small claims court is a special court where disputes are resolved quickly and inexpensively. The rules are simple and informal. The person who sues is the **plaintiff**. The person who is sued is the **defendant**. In small claims court, you may ask a lawyer for advice before you go to court, but you cannot have a lawyer in court. Your claim cannot be for more than \$5,000 or \$7,500 if you are a natural person (not a business or public entity)(*see below). If you have a claim for more than this amount, you may sue in the civil division of the trial court or you may sue in the small claims court and give up your right to the amount over \$5,000 or \$7,500 if you are a natural person. You cannot, however, file more than two cases in small claims court for more than \$2,500 each during a calendar year.

WHO CAN FILE A CLAIM?

1. You must be at least 18 years old to file a claim. If you are not yet 18, tell the clerk. You may ask the court to appoint a **guardian ad litem**. This is a person who will act for you in the case. The guardian ad litem is usually a parent, a relative, or an adult friend.
2. A person who sues in small claims court must first make a **demand** if possible. This means that you have asked the defendant to pay, and the defendant has refused. If your claim is for possession of property, you must ask the defendant to give you the property.
3. Unless you fall within two technical exceptions, you must be the **original owner** of the claim. This means that if the claim is assigned, the buyer cannot sue in the small claims court.

You must also appear at the small claims hearing yourself unless you filed the claim for a corporation or other entity that is not a natural person.

4. If a corporation files a claim, an employee, officer, or director must act on its behalf. If the claim is filed on behalf of an association or other entity that is not a natural person, a regularly employed person of the entity must act on its behalf. A person who appears on behalf of a corporation or other entity must not be employed or associated solely for the purpose of representing the corporation or other entity in the small claims court. **You must file a declaration with the court to appear in any of these instances.** (See Authorization to Appear on Behalf of Party, *form* SC-109.)

WHERE CAN YOU FILE YOUR CLAIM?

You must sue in the right court and location. This rule is called **venue**. Check the court's local rules if there is more than one court location in the county handling small claims cases.

If you file your claim in the wrong court, the court will dismiss the claim unless all defendants personally appear at the hearing and agree that the claim may be heard.

The right location may be any of these:

1. Where the defendant lives or where the business involved is located;
2. Where the damage or accident happened;

3. Where the contract was signed or carried out;
4. If the defendant is a corporation, where the contract was broken;
5. For a retail installment account or sales contract or a motor vehicle finance sale:
 - a. Where the buyer lives;
 - b. Where the buyer lived when the contract was entered into;
 - c. Where the buyer signed the contract; or
 - d. Where the goods or vehicle are permanently kept.

SOME RULES ABOUT THE DEFENDANT (including government agencies)

1. You must sue using the defendant's exact legal name. If the defendant is a business or a corporation and you do not know the exact legal name, check with: the state or local licensing agency; the county clerk's office; or the **Office** of the Secretary of State, corporate status unit. Ask the clerk for help if you do not know how to find this information. If you do not use the defendant's exact legal name, the court may be able to correct the name on your claim at the hearing or after the judgment.
2. If you want to sue a government agency, you must first file a claim with the agency before you can file a lawsuit in court. Strict time limits apply. If you are in a Department of Corrections or Youth Authority facility, you must prove that the agency denied your claim. Please attach a copy of the denial to your claim.

HOW DOES THE DEFENDANT FIND OUT ABOUT THE CLAIM?

You must make sure the defendant finds out about your lawsuit. This has to be done according to the rules or your case may be dismissed or delayed. The correct way of telling the defendant about the lawsuit is called **service of process**. This means giving the defendant a copy of the claim. **YOU CANNOT DO THIS YOURSELF**. Here are four ways to serve the defendant:

1. **Service by a law officer** — You may ask the marshal or sheriff to serve the defendant. A fee will be charged.
2. **Process server** — You may ask anyone who is *not* a party in your case and who is at least 18 years old to serve the defendant. The person is called a **process server** and must personally give a copy of your claim to the defendant. The person must also sign a proof of service form showing when

the defendant was served. Registered process servers will do this for you for a fee. You may also ask a friend or relative to do it.

3. **Certified mail** — You may ask the clerk of the court to serve the defendant by certified mail. The clerk will charge a fee. You should check back with the court prior to the hearing to see if the receipt for certified mail was returned to the court. **Service by certified mail must be done by the clerk's office except in motor vehicle accident cases involving out-of-state defendants.**
4. **Substituted service** — This method lets you serve another person instead of the defendant. You must follow the procedures carefully. You may also wish to use the marshal or sheriff or a registered process server.

*The \$5,000 or \$7,500 limit does not apply, and a \$4,000 limit applies, if a "defendant guarantor. . . is required to respond based upon the default, actions, or omissions of another" (\$2,500 if the defendant guarantor does not charge a fee for the service).

(Continued on reverse)

4. Substituted service (continued)

A copy of your claim must be left

— at the defendant's business with the person in charge;

OR

— at the defendant's home with a competent person who is at least 18 years old. The person who receives the claim must be told about its contents. Another copy must be mailed, first class, postage prepaid, to the defendant at the address where the paper was left. The service is not complete until 10 days after the copy is mailed.

No matter which method of service you choose, the defendant must be served by a certain date or the trial will be postponed. If the defendant lives in the county, service must be completed at least 15 days before the trial date. This period is at least 20 days if the defendant lives outside the county.

The person who serves the defendant must sign a court paper showing when the defendant was served. This paper is called a Proof of Service (form SC-104). It must be signed and returned to the court clerk as soon as the defendant has been served.

WHAT IF THE DEFENDANT ALSO HAS A CLAIM?

Sometimes the person who was sued (the defendant) will also have a claim against the person who filed the lawsuit (the plaintiff). This claim is called the Defendant's Claim. The defendant may file this claim in the same lawsuit. This helps to resolve all of the disagreements between the parties at the same time.

If the defendant decides to file the claim in the small claims court, the claim may not be for more than \$5,000 or \$7,500 if the defendant is a natural person (*see reverse). If the value of the claim is more than this amount, the defendant may either give up the amount over \$5,000 or \$7,500 and sue in the small claims court or file a motion to transfer the case to the appropriate court for the full value of the claim.

The defendant's claim must be served on the plaintiff at least 5 days before the trial. If the defendant received the plaintiff's claim 10 days or less before the trial, then the claim must be served at least 1 day before the trial. Both claims will be heard by the court at the same time.

WHAT HAPPENS AT THE TRIAL?

Be sure you are on time for the trial. The small claims trial is informal. You must bring with you all witnesses, books, receipts, and other papers or things to prove your case. You may ask the witnesses to come to court voluntarily. You may also ask the clerk of the court to issue a subpoena. A subpoena is a court order that requires the witness to go to trial. The witness has a right to charge a fee for going to the trial. If you do not have the records or papers to prove your case, you may also get a court order prior to the trial date requiring the papers to be brought to the trial. This order is called a Small Claims Subpoena and Declaration (form SC-107).

If you settle the case before the trial, you must file a dismissal form with the clerk.

The court's decision is usually mailed to you after the trial. It may also be hand delivered to you when the trial is over and after the judge has made a decision. The decision appears on a form called the Notice of Entry of Judgment (form SC-130).

WHAT HAPPENS AFTER JUDGMENT?

The court may have ordered one party to pay money to the other party. The party who wins the case and collects the money is called the judgment creditor. The party who loses the case and owes the money is called the judgment debtor. Enforcement of the judgment is postponed until the time for appeal ends or until the appeal is decided. This means that the judgment creditor cannot collect any money or take any action until this period is over. Generally both parties may be represented by lawyers after judgment. More information about your rights after judgment is available on the back of the Notice of Entry of Judgment form. The clerk may also have this information on a separate sheet.

HOW TO GET HELP WITH YOUR CASE

1. **Lawyers** — Both parties may ask a lawyer about the case, but a lawyer may not represent either party in court at the small claims trial. Generally, after judgment and on appeal, both parties may be represented by a lawyer.
2. **Interpreters** — If you do not speak English, you may take a family member or friend to court with you. The court should keep a list of interpreters who will interpret for you. Some interpreters charge a reasonable or no fee. If an interpreter is not available, the court must postpone the hearing one time only so that you have time to get one.
3. **Waiver of fees** — The court charges fees for some of its procedures. Fees are also charged for serving the defendant with the claim. The court may excuse you from paying these fees if you cannot afford them. Ask the clerk for the Information Sheet on Waiver of Court Fees and Costs (form 982(a)(17)(A)) to find out if you meet the requirements so that you do not have to pay the fees.
4. **Night and Saturday court** — If you cannot go to court during working hours, ask the clerk if the court has trials at night or on Saturdays.
5. **Parties who are in jail** — If you are in jail, the court may excuse you from going to the trial. Instead, you may ask another person who is not an attorney to go to the trial for you. You may mail written declarations to the court to support your case.
6. **Accommodations** — If you have a disability and need assistance, please ask the court immediately to help accommodate your needs. If you are hearing impaired and need assistance, please notify the court immediately.
7. **Forms** — You can get small claims forms and more information at the California Courts Self-Help Center Web site (www.courtinfo.ca.gov), your county law library, or at the courthouse nearest you.
8. **Small claims advisors** — The law requires each county to provide assistance in small claims cases free of charge. (Small claims advisor information):

May 10, 2007

TO: Conference on Self-Represented Litigants Attendees

FR: John Lamb

RE: Updates to *California Tenants* Booklet

I prepared these updates to the *California Tenants* booklet for the Department of Consumer Affairs in December 2006. They show revisions to the text made necessary by AB 1169 (Torrico), Stats. 2006, ch. 842 (reinstatement of the 60-day notice requirement to end some periodic tenancies). I am providing conference attendees this unofficial version of the updates to use until the Department publishes the official version on its Website. See the Department's official one-page summary of AB 1169 at www.dca.ca.gov.

Page vii

Replace the first two headings under Written Notices of Termination with the following:

Thirty-day or sixty-day notice

How to respond to a thirty-day or sixty-day notice

Page 43

Replace the last paragraph *before* the heading **Giving the landlord notice** with the following:

There is another risk of using rent withholding: if the tenant doesn't have a lease, the landlord may ignore the tenant's notice of defective conditions and seek to remove the tenant by giving him or her a 30-day or 60-day notice to move. This may amount to a "**retaliatory eviction**" (see pages 74–75).¹⁵⁷ The law prohibits retaliatory evictions, with some limitations.¹⁵⁸

Page 47

Replace the first three paragraphs under the heading **Tenant's notice to end a periodic tenancy** with the following:

Tenant's notice to end a periodic tenancy

To end a **periodic rental agreement** (for example, a month-to-month agreement), you must give your **landlord** proper written notice before you move.

You must give the landlord the same amount of notice as there are days between rent

payments.¹⁷⁶ This means that if you pay rent monthly, you must give the landlord written notice at least 30 days before you move. If you pay rent every week, you must give the landlord written notice at least seven days before you move.¹⁷⁷ This is true even if the landlord has given you a 60-day notice to end the rental agreement and you want to leave sooner (see discussion, page 48).^{177a}

To avoid later disagreements, date the notice, state the date that you intend to move, and make a copy of the notice for yourself. It's best to deliver the notice to the landlord or property manager in person, or mail it by certified mail with return receipt requested. (You can also **serve** the notice by one of the methods described under "Proper Service of Notices," pages 67-68.)¹⁷⁸

¹⁷⁶ *Civil Code Section 1946.1(b), effective January 1, 2007. (Slats. 2006, ch. 842 (AB 1169, Torrico).)*

¹⁷⁷ *Civil Code Sections 1946.1(a),(b), effective January 1, 2007.*

^{177a} *Civil Code Section 1946.1(e), effective January 1, 2007.*

¹⁷⁸ *Civil Code Section 1946.1(f), effective January 1, 2007.*

Page 48

Replace the first six paragraphs under the heading **Landlord's notice to end a periodic tenancy** with the following:

Landlord's notice to end a periodic tenancy

A landlord can end a periodic tenancy (for example, a month-to-month tenancy) by giving the tenant proper advance written notice. Your landlord must give you 60 days' advance written notice that the tenancy will end if you and every other tenant or resident have lived in the **rental unit** for a year or more.¹⁸¹ However, the landlord can give you 30 days' advance written notice in either of the following situations:

- Any tenant or resident has lived in the rental unit less than one year;¹⁸² or
- The landlord has contracted to sell the rental unit to another person who intends to occupy it for at least a year after the tenancy ends. In addition, all of the following must be true in order for the selling landlord to give you a 30-day notice –
 - The landlord must have opened escrow with a licensed escrow agent or real estate broker, and
 - The landlord must have given you the 30-day notice no later than 120 days after opening the escrow, and
 - The landlord must not previously have given you a 30-day or 60-day notice, and
 - The rental unit must be one that can be sold separately from any other dwelling unit.^{182a}

The landlord usually isn't required to state a reason for ending the tenancy in the 30-day or 60-day notice (see "**Thirty-Day or Sixty-Day Notice**," page 64). The landlord can serve the 30-day or 60-day notice by certified mail or by one of the methods described under "Proper Service

of Notices," pages 67-68.^{182b}

NOTE: In the circumstances described on pages 65-66, a landlord can give you just *three days'* advance written notice.

If you receive a 30-day or 60-day notice, you must leave the rental unit by the end of the thirtieth or sixtieth day after the date on which the landlord served the notice (see page 65). For example, if the landlord served a 60-day notice on July 16, you would begin counting the 60 days on July 17, and the 60-day period would end on September 14. If September 14 falls on a weekday, you would have to leave on or before that date. However, if the end of the 60-day period falls on a Saturday, you would not have to leave until the following Monday, because Saturdays and Sundays are legal holidays. Other legal holidays also extend the notice period.^{182c}

If you don't move by the end of the notice period, the landlord can file an **unlawful detainer lawsuit** to evict you (see page 68).

What if the landlord has given you a 60-day notice, but you want to leave sooner? You can give the landlord the same amount of notice as there are days between rent payments (for example, 30 days' notice if you pay rent monthly) provided that –

- § The amount of your notice is at least as long as the number of days between rent payments, and
- § Your proposed termination date is before the landlord's termination date.^{182d}

What if the landlord has given you a 30-day or 60-day notice, but you want to continue to rent the property, or you believe that you haven't done anything to cause the landlord to give you a notice of termination? In this kind of situation, you can try to convince the landlord to withdraw the notice. Try to find out why the landlord gave you the notice. If it's something within your control (for example, consistently late rent, or playing music too loud), assure the landlord that in the future, you will pay on time or keep the volume turned down. Then, keep your promise. If the landlord won't withdraw the notice, you will have to move out at the end of the 30-day or 60-day period, or be prepared for the landlord to file an unlawful detainer lawsuit to evict you.

¹⁸¹ *Civil Code Section 1946.1(b), effective January 1, 2007. (Stats. 2006, ch. 842 (AB 1169, Torrico).)*

¹⁸² *Civil Code Section 1946.1(c), effective January 1, 2007.*

^{182a} *Civil Code Section 1946.1(d), effective January 1, 2007. For example, a house or a condominium can be sold separately from any other dwelling unit, but the units in a halfplex cannot be sold separately from each other.*

^{182b} *Civil Code Section 1946.1(f), effective January 1, 2007.*

^{182c} *Code of Civil Procedure Section 12a.*

^{182d} *Civil Code Section 1946.1(e), effective January 1, 2007.*

Page 49

Replace the second to last paragraph *before* the heading **ADVANCE PAYMENT OF LAST MONTH'S RENT** with the following:

Suppose that you are a tenant who participates in the Section 8 housing voucher program. While the lease is in effect, the landlord must have good cause to terminate (end) the tenancy. Examples of good cause include serious or repeated violations of the lease, or criminal activity that threatens the health or safety of other residents.¹⁸⁴ The landlord must give the tenant a 3-day or 30-day or 60-day notice of termination under California law (see pages 64-67), and both the landlord and the tenant must give the public housing agency a copy of the notice.¹⁸⁵ What if the landlord simply decides not to renew the lease, or decides to terminate the HAP (housing assistance payment) contract? In this case, the landlord must give the tenant 90 days' advance written notice of the termination date.¹⁸⁶ If the tenant doesn't move out by the end of the 90 days, the landlord must follow California law to evict the tenant.¹⁸⁷

Page 53

Replace footnote 194 with the following:

¹⁹⁴ *Civil Code Section 1950.5(g)(1). The landlord has the option of providing you the itemized statement and any refund to which you are entitled when you or the landlord gives the other a 30-day or 60-day notice to end the tenancy (see pages 64-65), or when the landlord serves you a 3-day notice to end the tenancy (see pages 65-67), or no earlier than 60 days before the end of a lease.*

Pages 51-52

Replace the carry-over paragraph on pages 51-52 with the following:

The landlord is not required to send you copies of invoices or receipts, or a good faith estimate, if the repairs or cleaning cost less than \$126 or if you waive your right to receive them.¹⁹⁹ If you wish to waive the right to receive these documents, you may do so by signing a waiver when the landlord gives you a 30-day or 60-day notice to end the tenancy (see pages 47-48, 64-65), when you give the landlord a 30-day notice to end the tenancy (see pages 47-48), when the landlord serves you a 3-day notice to end the tenancy (see pages 65-67), or after any of these notices. If you have a lease, you may waive this right no earlier than 60 days before the lease ends. The waiver form given to you by the landlord must include the text of the security deposit law that describes your right to receive receipts.²⁰⁰

Page 62

Replace the second paragraph under the heading **TENANT'S DEATH** with the following:

Now suppose instead that the tenant had a month-to-month tenancy. In this case, the tenancy

is terminated (ended) by notice of the tenant's death.²⁴⁴ The tenancy ends on the thirtieth day following the tenant's last payment of rent before the tenant's death. No 30-day or 60-day notice is required to terminate the tenancy.²⁴⁵

Page 64

Replace the first paragraph under the heading **WHEN CAN A LANDLORD TERMINATE A TENANCY?** with the following:

WHEN CAN A LANDLORD TERMINATE A TENANCY?

A **landlord** can terminate (end) a month-to-month **tenancy** simply by giving the **tenant** 30 or 60 days' advance written notice. (For an explanation of month-to-month tenancies, see pages 14–16; for an explanation of 30-day and 60-day notices, see pages 48-49 and 64–65.)

Replace the first two paragraphs under the heading **WRITTEN NOTICES OF TERMINATION** with the following:

Thirty-day or sixty-day notice

A landlord who wants to terminate (end) a month-to-month **tenancy** can do so by properly serving a written 30-day or 60-day notice on the tenant. Generally, a 30-day or 60-day notice doesn't have to state the landlord's reason for ending the tenancy. The **Thirty-Day or Sixty-Day Notice** is discussed on pages 48-49, and proper service of notices is discussed on pages 67-68.

In some localities or circumstances, special rules may apply to 30-day or 60-day notices:

Page 65

Replace the five paragraphs under the heading **How to respond to a thirty-day notice** with the following:

How to respond to a thirty-day or sixty-day notice

Suppose that the landlord has properly served you with a 30-day or 60-day notice to terminate the tenancy. During the 30-day or 60-day period, you should either move out or try to make arrangements with the landlord to stay. If you want to continue to occupy the **rental unit**, ask the landlord what you need to do so make that possible. While a landlord is not required to state a reason for giving a 30-day or 60-day notice, most landlords do have a reason for terminating a tenancy. If you want to stay, it's helpful to know what you can do to make your relationship with the landlord a better one.

If your landlord agrees that you can continue to occupy the rental unit, it's important that your agreement with the landlord be in writing. The written agreement might be an attachment to your **lease** or **rental agreement** that both the landlord and you sign, or an exchange of letters between you and the landlord that states the details of your agreement. Having the agreement in

writing ensures that you and your landlord are clear about your future relationship.

If the landlord doesn't agree to your staying, you will have to move out. You should do so by the end of the 30 or 60 days. Take all of your personal belongings with you, and leave the rental property at least as clean as when you rented it. This will help with the refund of your **security deposit** (see "Refunds of Security Deposits," pages 50–60).

If you have haven't moved at the end of the 30 or 60 days, you will be unlawfully occupying the rental unit, and the landlord can file an **unlawful detainer (eviction) lawsuit** to evict you.

If you believe that the landlord has acted unlawfully in giving you a 30-day or 60-day notice, or that you have a valid defense to an unlawful detainer lawsuit, you should carefully weigh the pros and cons of contesting the landlord's likely eviction lawsuit against you if you don't move out. As part of your decision-making process, you may wish to consult with a lawyer, legal aid organization, tenant-landlord program, or housing clinic. (See "Getting Help From a Third Party," pages 76–77.)

Page 67

Replace the first paragraph under the heading **PROPER SERVICE OF NOTICES** with the following:

PROPER SERVICE OF NOTICES

A landlord's three-day, thirty-day, or sixty-day notice to a tenant must be "served" properly to be legally effective. The terms "**serve**" and "**service**" refer to procedures required by the law. These procedures are designed to increase the likelihood that the person to whom notice is given actually receives the notice.

Page 68

Replace the paragraph *before* the heading **THE EVICTION PROCESS (UNLAWFUL DETAINER LAWSUIT)** with the following:

A landlord can use any of these methods to serve a *30-day* or *60-day* notice on a tenant, or can send the notice to the tenant by certified or registered mail with return receipt requested.²⁶²

²⁶² *Civil Code Section 1946.1(f) effective January 1, 2007. (Stats. 2006, ch. 842 (AB 1169, Torrico)), Code of Civil Procedure Section 1162.*

Page 82

Add the following after **serve/service**:

sixty-day notice – a written notice from a **landlord** to a **tenant** telling the tenant that a periodic **tenancy** will end in 60 days. A sixty-day notice usually does not have to state the landlord's reason for ending the tenancy. (47-48, 64)

Page 101 – Index

Add the following under the heading **Eviction**, after "setting aside default judgment:"

sixty-day notice 47, 48, 64, **82**

Page 102

Add the following under the heading Notice, after "service of:"

sixty-day 47, 48, 64, **82**

Page 103

Add the following before the heading "Small claims court:"

Sixty-day notice, see Notice

