

# Did someone sue you for Breach of Contract? (Unverified)

<b>Step 1</b>	<b>Read:</b> <input checked="" type="checkbox"/> Things to Think About Before Filing an Answer (other side of this form)
<b>Step 2</b>	<b>Complete the following forms</b> in blue or black ink: <input checked="" type="checkbox"/> (PLD-C - 010) Answer-Contract <input checked="" type="checkbox"/> Affirmative Defenses Attachment (please read these and see if they apply to your case). <input checked="" type="checkbox"/> (POS – 030) Proof of Service by First-Class Mail – Civil
<b>Step 3</b>	<b>Copies:</b> Make <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 copies, in addition to the original.
<b>Step 4</b>	<b>Service:</b> <ul style="list-style-type: none"> <li>• You must serve a copy of the Answer on the other party in you case or their attorney if they have one.</li> </ul> <p><i>“Service” means that someone, NOT YOU, who is at least 18 years old must mail a copy of your forms to the other party in the case. You can ask a friend, relative, etc. to serve the papers for you or you can look in the yellow pages and hire a “process server” to mail the papers for you for a fee.</i></p> <ul style="list-style-type: none"> <li>• After the papers are mailed, the server (person who mails the papers) must complete the <b>Proof of Service by First-Class Mail - Civil (POS-030)</b>.</li> </ul>
<b>Step 5</b>  Filing fee is \$_____.00  <i>unless the fee is waived.</i>	<b>File:</b> Turn in the original and copies of the <i>Answer, Affirmative defenses, and the Proof of Service</i> to the clerk’s office located at:  <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <input type="checkbox"/> 191 North First Street              San Jose, CA 95113           </div> <div style="text-align: center;"> <input type="checkbox"/> 12425 Monterey Rd.,              San Martin, CA 95046  <i>Monday-Friday from 8:30am to 4:00pm.</i> </div> </div> <ul style="list-style-type: none"> <li><input type="checkbox"/> If you are not asking for a fee waiver, you will pay the filing fee and get filed-stamped copies back when you file.</li> <li><input type="checkbox"/> If you are asking for a fee waiver, your file-stamped copies may be returned immediately, OR you may be asked to return in up to 24 hours, OR your file-stamped forms may be mailed to you. Please check with the clerk who takes your forms.</li> </ul>
<b>Step 6</b>	<b>What happens next:</b> <ul style="list-style-type: none"> <li>• Attend any Case Management Conference or other Court dates you are notified about.</li> </ul>

**Please turn over for important information →**

## **Did You Get Sued and Did You Get Sued and Are Thinking About Filing an Answer with the Court?**

If you have been sued in civil court, there are several things you might want to think about before you file a legal response called an "Answer." An Answer is the legal form you file with the court Clerk's Office to give your side of the story in the lawsuit.

**If you do file an Answer,** You will have a trial. If you have a trial and win, you will not owe money. If you lose the trial, the opposing party can collect money from your job or bank account or put a lien on your house. If your case is not a case to collect money from you, you must go to a Case Management Conference before the trial. The date is written on the Civil Lawsuit Notice attached to the legal forms originally served on you. During the Case Management Conference the judge may set a Settlement Conference date and a trial date. You may be able to talk to the opposing attorney or other party in the case (the "Plaintiff").

**If you do not file an Answer,** the other side might get a default judgment against you. This means that the other side automatically wins the case. After they win, they can collect money from your job or bank account or put a lien on your house.

### **THINGS TO THINK ABOUT BEFORE YOU FILE AN ANSWER:**

#### **1. Do you owe the money?**

- If you feel you *do not* owe the money claimed in the Complaint, then filing an Answer is a way to let the Court know *why* you think you do not owe the money. Filing an Answer is also a way to let the Court know that you don't agree with the amount you are being sued for.
- If you *do* owe the money, filing an Answer does not change the fact that you owe the money.
- If you lose the case, you will likely have to pay court costs and attorney fees.

#### **2. Has it been a long time since you paid any money toward the debt (Breach of Contract lawsuits)?**

- If you have not paid any money toward the debt in the last four years, you may no longer owe the money. This is because of a defense called the "Statute of Limitations." If this is true, you may want to file an Answer to let the Court know that it has been four years or longer.

#### **3. Can you take time off of work to go to court?**

- If you file an Answer, you will have to go to court one time for the trial, maybe more.
- If you do not file an Answer, you do not ever need to go to court.

#### **4. Are you low income?**

- If you have very low income, you might be able to file your legal response free.
- If your income is not low, you will have to pay approximately \$180 to \$320 to file your legal response.

#### **5. Check the interest rates (breach of contract cases)!**

- If you *do* file an Answer, in a breach of contract case you may be charged the interest rate in your contract until your final court date (which could be more than a year away).
- If you *do not* file an Answer and the other party wins the case by default, the interest rate will be 10% per year on the date that a judgment is entered against you.

#### **6. If you file an Answer, you may have to fill out legal papers called "discovery."**

- If you file an Answer, the other side can send you papers called discovery requests. These are legal papers that can require you to answer a lot of detailed questions about your case and give the other side papers related to your case.
- If you do not file an Answer you will not have to respond with any more papers. An exception is if you lose and the other party tries to collect the money from you (if there is a judgment for money). In that case you may want to file more papers.

#### **7. Do you think that the lawsuit wasn't served on you correctly or that there are other legal problems with the papers?**

- There may be other "custom-made" pleadings you want to file instead of an Answer, like a Demurrer or Motion to Quash. Talk to a private attorney about these options.

*For a low-cost 30 minute consultation with an attorney and representation in Court for a fee based on your income contact the **Lawyer Referral and Modest Means Panel** at 408-971-6822 ([www.sccba.com](http://www.sccba.com)) - (Santa Clara County Bar Association.)*

# **SAMPLE**

- **ANSWER—CONTRACT (PLD-C-010)**
- **PROOF OF SERVICE—CIVIL (POS-040)**



ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS): <div style="text-align: right;">TELEPHONE: <b>Your Phone #</b></div> <b>Your Name</b> <b>Your Street Address</b> <b>Your City, State, and Zip</b> ATTORNEY FOR (NAME): <b>In Pro Per</b>	FOR COURT USE ONLY:  <h1 style="margin: 0;">SAMPLE ONLY</h1> <h2 style="margin: 0;">Do not write on this copy!</h2>
Insert name of court, judicial district or branch court, if any, and post office and street address: <b>Superior Court of California</b> <b>Civil Division</b> <b>191 North First Street</b> <b>191 North First Street</b> <b>San Jose, CA 95113</b>	
PLAINTIFF: <b>Person/Company who is Suing You</b>	
DEFENDANT: <b>Your Name</b>	
<div style="text-align: center;"><b>ANSWER - Contract</b></div> <input checked="" type="checkbox"/> <b>TO COMPLAINT OF (name): Person/Company who is Suing You</b> <input type="checkbox"/> <b>TO CROSS-COMPLAINT (name):</b>	CASE NUMBER: <b>Your Case Number</b>

1. This pleading, including attachments and exhibits, consists of \_\_\_\_\_
2. DEFENDANT (name): **Your Name**

PUT THE # OF PAGES  
ATTACHED HERE. DO NOT  
INCLUDE THE PROOF OF  
SERVICE.

answers the complaint or cross-complaint as follows:

3. Check ONLY ONE:
  - a.  Defendant
  - b.  Plaintiff

Read each statement ("a" or "b") and choose  
which one best fits your situation.

(1) Defendant claims the following statements are false (use paragraph numbers or explain):

If you choose "b", write the number of the paragraph(s) here,  
from the papers that were given to you, that you believe  
are NOT TRUE. (ex. 3.b. or BC-1)

Continued on Attachment 3.b.(1).

- (2) Defendant has no information or belief that the following statements are true, so defendant denies them (use paragraph numbers or explain):

If you choose "b", write the number of the paragraph(s) here,  
from the papers that were given to you, that you are NOT  
SURE are true. (ex. 3.b. or BC-1)

Continued on Attachment 3.b.(2).

If this form is used to answer a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

SHORT TITLE:

Person Suing You vs. Your Name

CASE NUMBER:

Your Case Number

**ANSWER-Contract**

4.  AFFIRMATIVE DEFENSES

Defendant alleges the following additional reasons that plaintiff is not entitled to recover anything:

See the attached defenses. If you see that any apply to your case check "4." and the box "Continued on Attachment 4." and check the box(es) on the attachment that apply to your case.

Continued on Attachment 4.

5.  Other:

If you would like to explain your side of the case, check box "5." you can write it out here.

6. DEFENDANT PRAYS

a. that plaintiff take nothing.

b.  for costs of suit.

c.  other (specify):

Print Your Name.....  
(Type or print name)

Sign Your Name.....  
(Signature of party or attorney)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  <b>YOUR NAME</b> <b>YOUR ADDRESS</b>  TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): <b>SELF-REPRESENTED</b>	<b>SAMPLE ONLY Do not write on this copy!</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara</b> STREET ADDRESS: <b>CHECK WITH STAFF</b> MAILING ADDRESS: <b>191 N. FIRST STREET</b> CITY AND ZIP CODE: <b>SAN JOSE, CA 95113</b> BRANCH NAME: <b>CIVIL</b>	
PETITIONER/PLAINTIFF: <b>Name of person who started the case</b>  RESPONDENT/DEFENDANT: <b>Name of person who responded to the case</b>	
<b>PROOF OF SERVICE BY FIRST-CLASS MAIL - CIVIL</b>	CASE NUMBER: <b>YOUR CASE NUMBER</b>

*(Do not use this Proof of Service to show service of a Summons and Complaint.)*

1. I am over 18 years of age and **not a party to this action**. I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is:  
**Server's Address**
3. On (date): **Date Answer mailed** I mailed from (city and state): **City & State Answer mailed from**  
 the following documents (specify):  
**Answer - Contract**

The documents are listed in the *Attachment to Proof of Service by First-Class Mail - Civil (Documents Served)* (form POS-030(D)).

4. I served the documents by enclosing them in an envelope and (check one):
  - a.  **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
  - b.  **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
5. The envelope was addressed and mailed as follows:
  - a. **Name** of person served: **Plaintiff's Name**
  - b. **Address** of person served:  
**Plaintiff's Attorney's Name**  
**Plaintiff's Attorney's Address**

(If Plaintiff doesn't have an attorney, put Plaintiff's Address here)

The name and address of each person to whom I mailed the documents is listed in the *Attachment to Proof of Service by First-Class Mail-Civil (Persons Served)* (POS-030(P)).

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

Date: **Server dates here**

**Server prints their name here** \_\_\_\_\_  
(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

**Server signs their name here** \_\_\_\_\_  
(SIGNATURE OF PERSON COMPLETING THIS FORM)

## INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL - CIVIL

(This information sheet is not part of the Proof of Service and does not need to be copied, served, or filed.)

**NOTE:** This form should **not** be used for proof of service of a summons and complaint. For that purpose, use *Proof of Service of Summons* (form POS-010).

Use these instructions to complete the *Proof of Service by First-Class Mail - Civil* (form POS-030).

A person over 18 years of age must serve the documents. There are two main ways to serve documents: (1) by personal delivery and (2) by mail. Certain documents must be personally served. You must determine whether personal service is required for a document. Use the *Proof of Personal Service - Civil* (form POS-020) if the documents were personally served.

The person who served the documents by mail must complete a proof of service form for the documents served. **You cannot serve documents if you are a party to the action.**

### INSTRUCTIONS FOR THE PERSON WHO SERVED THE DOCUMENTS

The proof of service should be printed or typed. If you have Internet access, a fillable version of the Proof of Service form is available at [www.courtinfo.ca.gov/forms](http://www.courtinfo.ca.gov/forms).

*Complete the top section of the proof of service form as follows:*

First box, left side : In this box print the name, address, and telephone number of the person *for* whom you served the documents.

Second box, left side : Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as on the documents that you served.

Third box, left side : Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

*Complete items 1-5 as follows:*

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.
2. Print your home or business address.
3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the *Attachment to Proof of Service by First-Class Mail - Civil (Documents Served)*(form POS-030(D)), and attach it to form POS-030.
4. For item 4:  
Check box a if you personally put the documents in the regular U.S. mail.  
Check box b if you put the documents in the mail at your place of business.
5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the *Attachment to Proof of Service by First-Class Mail - Civil (Persons Served)*(form POS-030(P)), and attach it to form POS-030.

**At the bottom, fill in the date on which you signed the form, print your name, and sign the form. By signing, you are stating under penalty of perjury that all the information you have provided on form POS-030 is true and correct.**



# BLANK

- ANSWER—CONTRACT (PLD-C-010)



ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS):          ATTORNEY FOR (NAME): <b>In Pro Per</b>	TELEPHONE:	FOR COURT USE ONLY:
Insert name of court, judicial district or branch court, if any, and post office and street address: <b>Superior Court of California</b> <b>Civil Division</b>  <b>191 North First Street</b> <b>San Jose, CA 95113</b>		
PLAINTIFF:		
DEFENDANT:		
<p style="text-align: center;"><b>ANSWER - Contract</b></p> <input checked="" type="checkbox"/> <b>TO COMPLAINT OF (name):</b> <input type="checkbox"/> <b>TO CROSS-COMPLAINT (name):</b>		CASE NUMBER:

1. This pleading, including attachments and exhibits, consists of the following number of pages: \_\_\_\_\_
2. DEFENDANT (name):

answers the complaint or cross-complaint as follows:

3. Check ONLY ONE of the next two boxes:
  - a.  Defendant generally denies each statement of the complaint or cross-complaint. *(Do not check this box if the verified complaint or cross-complaint demands more than \$1,000.)*
  - b.  Defendant admits that all of the statements of the complaint or cross-complaint are true EXCEPT:
    - (1) Defendant claims the following statements are false *(use paragraph numbers or explain):*

- Continued on Attachment 3.b.(1).
- (2) Defendant has no information or belief that the following statements are true, so defendant denies them *(use paragraph numbers or explain):*

Continued on Attachment 3.b.(2).

If this form is used to answer a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

SHORT TITLE:

CASE NUMBER:

**ANSWER-Contract**4.  AFFIRMATIVE DEFENSES

Defendant alleges the following additional reasons that plaintiff is not entitled to recover anything:

 Continued on Attachment 4.5.  Other:

## 6. DEFENDANT PRAYS

a. that plaintiff take nothing.

b.  for costs of suit.c.  other (*specify*):.....  
(Type or print name)\_\_\_\_\_  
(Signature of party or attorney)

## **Attachment 4 - AFFIRMATIVE DEFENSES**

Check all boxes that apply to your case

### **Running of the Statute of Limitations**

The plaintiff has a limited amount of time to sue you from the date the incident (they are suing you about) happened. Below are common time limits:

- |                            |  |
|----------------------------|--|
| a. <b>Personal Injury</b>  | 2 years from the injury or discovery (if injury in 2003 or later). |
| b. <b>Oral Contract</b>    | 2 years from the date the contract is broken.                      |
| c. <b>Written Contract</b> | 4 years from the date the contract is broken.                      |
| d. <b>Property Damage</b>  | 3 years from when the damage happened.                             |

For more information, see California Code of Civil Procedure sections 312 and those following it.

### **Failure to State a Cause of Action**

Every lawsuit must have at least one **cause of action**. A cause of action is a legal theory upon which a lawsuit can be based. Each cause of action has certain parts that must be written in the complaint and proved at trial. If you think the plaintiff has not written any part of their cause or causes of action, you can use this defense.

### **Waiver and Estoppel**

These two defenses are closely related. They are based on the concept that if someone "says one thing but does another," he or she may be held to what was first said. If the plaintiff told or promised you something regarding the money you are being sued for, and you relied upon the statement or promise, but plaintiff failed to honor it, these defenses may apply to you.

### **Unclean Hands (only used in equity)**

The law requires those coming into the court seeking justice to do justice themselves. This concept is called "clean hands." If you believe the plaintiff has taken advantage of his or her own wrong doing in relation to the lawsuit, you may raise this defense.

### **Laches**

The law requires people to act promptly to enforce their rights. If the plaintiff waited a long time to file a lawsuit, without having a good reason for the delay, and the delay has made it harder for you to defend the case, this defense may apply to you.

### **Failure to Mitigate Damages**

Plaintiffs should not be able to collect money from you if they could have prevented the damage. For example, if you break a year long lease, a landlord is required to find a new tenant as soon as possible. You may still be responsible for the difference in the rent and the time the unit was not rented. But the landlord cannot just wait out the year and then try and force you to pay the whole year's rent.

### **Unjust Enrichment**

You should use this defense if giving the plaintiff the amount they request in the lawsuit would result in the plaintiff receiving more money than he/she is entitled to.

### **Prevention of Performance and Act of God**

If you were prevented from doing your part of the contract either by the plaintiff or a natural occurrence (earthquake, flood, storm), these affirmative defenses may apply to you.

### **Discharge by Bankruptcy**

If you filed bankruptcy, and the claim you are being sued for was included in your bankruptcy, you may have been released from paying the claim when your bankruptcy case was over. Check with your bankruptcy attorney to find out if the plaintiff's claim was "discharged" or released by the bankruptcy court. Include the bankruptcy case information including the date of discharge and the case number. Case # \_\_\_\_\_, discharge date: \_\_\_\_\_

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

Case # : \_\_\_\_\_

**Failure to Exhaust Administrative Remedies**

You may use this defense if the plaintiff was supposed to pursue different administrative avenues that they failed to do before suing you. This defense is most commonly used by government agencies or businesses.

**Failure to Pursue Alternative Dispute Resolution (ADR)**

You may use this defense if the person suing you failed to request ADR as they were required. If you think this is an affirmative defense, you may want to also file a petition for ADR.

**Lack of Privity**

There was no contract or agreement between you and the person suing you and the debt was not properly transferred to the person suing you.

**Statute of Frauds**

The "Statute of Frauds" law requires many different types of contracts be in writing. There are some exceptions to the Statute of Frauds, but if you think the claim the plaintiff is suing you for arose out of an agreement not in writing, that should've been in writing, this defense may apply to you.

**Parole Evidence Rule**

The law states that when people put their agreements in writing, the written contract takes priority over whatever else is said in relation to the agreement. If the plaintiff's claims are based on a verbal statement that contradicts, or falls outside the written terms of the agreement, you may raise this defense.

**Frustration of Purpose**

Enforcement of the actual contract would go against the purpose of the agreement you made with the person suing you in the first place.

**Failure of Condition Precedent**

Sometimes one party's performance of a contract is dependant on the other party first performing his or her obligations. If the plaintiff was required to do certain things before you had to do other things under the contract, and the plaintiff failed to do his or her job, you may raise this defense.

**Breach by Plaintiff**

The person suing you broke their end of the end of the contract first, so you were excused from performing your part.

**Anticipatory Repudiation**

The person suing you pulled out of the contract before you had a chance to perform your part of the contract.

**Attorney's Fees Not Recoverable**

The law only allows the winning side in a lawsuit to be reimbursed the money they paid for attorney's fees if the contract upon which the lawsuit is based says that the winning side can recover attorney's fees, or a **statute** (law) says the winning side can recover attorney's fees. If the plaintiff has asked for reimbursement of attorney's fees but there is no contract provision or law that entitles plaintiff to recover attorney's fees, you can raise this defense.

**Improper Notice of Breach**

You may use this defense if the plaintiff did not tell you that you broke the contract before filing the lawsuit. In this defense, notice must be required and the failure of the other side to give notice must have deprived you of your opportunity to fix the problem.

**Offset**

You may use this defense if the plaintiff owes you money.

**Usury**

You may use this defense if the plaintiff is charging higher interest than the law allows.

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

Case # : \_\_\_\_\_

**Accord and Satisfaction**

You may use this defense if you and the plaintiff agreed to settle the claim for a lower amount than the lawsuit is asking for and you have paid the lower amount.

**CONTRACT FOR SERVICES ONLY**

**Failure of Consideration**

You may use this defense if the person suing you never performed the services that they are suing you for.

**Lack of Consideration**

The services provided by the person suing you are so poor that any further payment to them would be unreasonable and unfair.

**Breach of Express Warranty**

This defense applies if the person suing you failed to honor a promised or written warranty for services.

**Breach of Implied Warranty**

The services provided by the person suing you fail to meet the custom and standard within the industry.

**CONTRACT FOR GOODS ("Things") ONLY**

**Failure of Consideration**

You may use this defense if the goods or products you bought from the person suing you are completely defective.

**Lack of Consideration**

If the goods you purchased are so defective that the enforcement of the contract would be unreasonable.

**Breach of Express Warranty**

This defense applies if the goods you purchased were defective, you requested their repair within the written or promised warranty period and the plaintiff failed to make the repair.

**Breach of Implied Warranty**

The goods purchased from the person suing you could not be used for the purpose for which they were sold. You tried to return the goods but the person refused to accept them.

**No Deficiency Judgment Permitted by Law**

The complaint is asking for money after the goods or property that served as collateral on a loan was sold. Plaintiff, or the person or entity that transferred the claim to plaintiff, is not entitled to sue for extra money after the sale of the goods or property either because the law does not allow for a deficiency judgment, or because there was improper notice of sale.

**Failure to Act in a Commercially Reasonable Manner**

The person who is suing you failed to follow the procedures required by the California Commercial Code in the sale of goods.

**CONTRACT BASED ON LOANING MONEY**

**Contract Void as Against Public Policy**

Money loaned by person suing you was given in violation of the law. Allowing the person to recover the money would be awarding illegal conduct.





ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):   TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): <b>SELF-REPRESENTED</b>	<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara</b> STREET ADDRESS: MAILING ADDRESS: <b>191 N. FIRST STREET</b> CITY AND ZIP CODE: <b>SAN JOSE, CA 95113</b> BRANCH NAME: <b>CIVIL</b>	
PETITIONER/PLAINTIFF:  RESPONDENT/DEFENDANT:	
<b>PROOF OF SERVICE BY FIRST-CLASS MAIL - CIVIL</b>	CASE NUMBER: _____

*(Do not use this Proof of Service to show service of a Summons and Complaint.)*

1. I am over 18 years of age and **not a party to this action**. I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is:
  
3. On (date): \_\_\_\_\_ I mailed from (city and state): \_\_\_\_\_  
 the following **documents** (specify):  
**Answer - Contract**

The documents are listed in the *Attachment to Proof of Service by First-Class Mail - Civil (Documents Served)* (form POS-030(D)).

4. I served the documents by enclosing them in an envelope and (check one):
  - a.  **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
  - b.  **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
5. The envelope was addressed and mailed as follows:
  - a. **Name** of person served:
  - b. **Address** of person served:

The name and address of each person to whom I mailed the documents is listed in the *Attachment to Proof of Service by First-Class Mail-Civil (Persons Served)* (POS-030(P)).

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 OF PERSON COMPLETING THIS FORM)      \_\_\_\_\_ (SIGNATURE OF PERSON COMPLETING THIS FORM)

## INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL - CIVIL

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**NOTE:** This form should **not** be used for proof of service of a summons and complaint. For that purpose, use *Proof of Service of Summons* (form POS-010).

Use these instructions to complete the *Proof of Service by First-Class Mail - Civil* (form POS-030).

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### INSTRUCTIONS FOR THE PERSON WHO SERVED THE DOCUMENTS

The proof of service should be printed or typed. If you have Internet access, a fillable version of the Proof of Service form is available at [www.courtinfo.ca.gov/forms](http://www.courtinfo.ca.gov/forms).

*Complete the top section of the proof of service form as follows:*

First box, left side : In this box print the name, address, and telephone number of the person *for* whom you served the documents.

Second box, left side : Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as on the documents that you served.

Third box, left side : Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

*Complete items 1-5 as follows:*

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.
2. Print your home or business address.
3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the *Attachment to Proof of Service by First-Class Mail - Civil (Documents Served)*(form POS-030(D)), and attach it to form POS-030.
4. For item 4:  
Check box a if you personally put the documents in the regular U.S. mail.  
Check box b if you put the documents in the mail at your place of business.
5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the *Attachment to Proof of Service by First-Class Mail - Civil (Persons Served)*(form POS-030(P)), and attach it to form POS-030.

**At the bottom, fill in the date on which you signed the form, print your name, and sign the form. By signing, you are stating under penalty of perjury that all the information you have provided on form POS-030 is true and correct.**