

ANSWERING AN UNLAWFUL DETAINER CASE

SELF-HELP FORM PACKET



SHC-UD-04 (Rev. 01/05/2024)

Before starting the forms, please view a brief video that provides step-by-step instructions on how to complete this packet.

Visit: <https://www.youtube.com/embed/BzDdwYrmfIE?rel=0> or



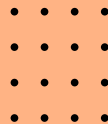
Self-Help Services can review your completed forms before you file them with the Court. To request review of your completed forms:

1. Complete the attached forms in black ink.
2. Scan your completed forms and save as a single PDF file.
3. Go to www.occourts.org/self-help (click the button labeled *Click Here to Contact Self-Help Services*), attach the PDF, and complete the online request form. Make sure to select LANDLORD/TENANT as the case type on the form.

Attention

SANTA ANA

Landlords and
Tenants



There is a New Law:

- The **Santa Ana Rent Stabilization and Just Cause Eviction Ordinance** sets out rules and defenses for some landlords and tenants in Santa Ana.
- It is your responsibility to make sure that you know and understand how this law can affect your eviction case.

Learn More Here:

- <https://www.santa-ana.org/renter-protections/>



Self-Help Services, or its staff, is not your attorney and cannot help you interpret the new law or how it applies to your case. You should seek legal advice if you want personalized legal advice or strategy.

AFTER THE COURT'S DECISION

If the Court decides in favor of the tenant, the tenant will not have to move, and the landlord may be ordered to pay the tenant's court costs (for example, filing fees) and the tenant's attorney fees. However, the tenant will have to pay any rent that the Court orders.

If the landlord wins, the tenant will have to move. In addition, the Court may order the tenant to pay the landlord's court costs and attorney fees, and any proven damages, such as overdue rent or the cost of repairs if damage was done to the premises.

WRIT OF POSSESSION

If a judgment is entered against you and you do not move out, the Court will issue a Writ of Possession to the landlord. The landlord can deliver this legal document to the Sheriff, who will then forcibly evict you from the rental unit if you don't leave promptly.

Before evicting you, the Sheriff will serve you with a copy of the Writ of Possession. The Writ of Possession instructs you that you must move out within five days after the writ is served on you, and that if you do not move out, the Sheriff will remove you from the rental unit and place the landlord in possession of it. The cost of serving the Writ of Possession will be added to the other costs of the suit that the landlord will collect from you.

FORMS

The following forms are available on the Court's Web-site at: www.occourts.org or at the Court Clerk's Office.

UD-105 Answer – Unlawful Detainer
POS-030 Proof of Service by First Class Mail
L-80 Fee Waiver Booklet
UD-150 Request/Counter Request to Set Case for Trial-Unlawful Detainer.

INTERPRETERS

The court will provide free interpreter services in Unlawful Detainer matters. If you need free interpreter services, contact the Court Interpreter's office to request an interpreter at: <http://www.occourts.org/directory/cris/LAP> or call (657) 622-6878 and select option 2 and then option 8 on the phone menus.

QUESTIONS

If you have any legal questions, you must contact an attorney or do your own research. The Orange County Law Library is available to the public.

If you have a question regarding the status of your case, you may look online at www.occourts.org or contact the

Justice Center where the case is filed. Have your case number with you.

All documents must be completed properly and accurately. Any documents needing correction will be returned. You are responsible for providing copies. A self-addressed, stamped envelope is required for the return of your documents.

If you are representing yourself in an Unlawful Detainer action, you are exempt from the mandatory electronic filing rules (Code of Civil Procedure, § 1010.6, Orange County Superior Court Rule 352). If you prefer, you may electronically file your forms at www.occourts.org or you may file in person at the address listed on the Summons and Complaint.

COURT FEES

Make checks payable to Clerk of the Court.

Pursuant to the Government Code, the Superior Court must charge for the various documents filed and issued. A current fee schedule is available at the Clerk's Office or at www.occourts.org.

OTHER INFORMATION

ORANGE COUNTY PUBLIC LAW LIBRARY (714) 834-3397
515 N. Flower, Santa Ana
Building 32 (in the Civic Center Plaza)
WWW.OCPLL.ORG

FAIR HOUSING (800) 698-FAIR or (714) 569-0823
The Fair Housing Council is available to answer landlord-tenant questions, investigate discrimination allegations, and they have a counselor available.

ORANGE COUNTY BAR LAWYER REFERRAL AND INFORMATION (949) 440-6747

O.C. APARTMENT ASSOCIATION (714) 638-5550

COMMUNITY LEGAL AID SOCAL (714) 571-5200
www.communitylegalsocal.org (800) 834-5001
Legal Aid is available to answer landlord-tenant questions through its Hotline, provide community education at the weekly Landlord-Tenant Clinic, assist in preparation of pleadings, and provide representation in certain cases to senior citizens and very low income tenants.



This pamphlet is for general information only and is not a substitute for legal advice.

Special thanks to the Community Legal Aid SoCal for their assistance in the development of this pamphlet.

Form No. L1196 (Rev. September 2019)

Defending an Unlawful Detainer Lawsuit

DAVID H. YAMASAKI
CLERK OF THE COURT



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**
www.occourts.org

Central Justice Center
700 Civic Center Drive West
Santa Ana, CA 92701
(657) 622-6878

**Harbor Justice Center
Newport Beach Facility**
4601 Jamboree Road
Newport Beach, CA 92660
(657) 622-5400

North Justice Center
1275 North Berkeley Avenue
Fullerton, CA 92832
(657) 622-5600

West Justice Center
8141 13th Street
Westminster, CA 92683
(657) 622-5900

This information is intended as a procedural guide only.
You may wish to seek an attorney's advice.

TIME TO RESPOND TO AN UNLAWFUL DETAINDER LAWSUIT

An unlawful detainer lawsuit is a "summary" court procedure. This means that the court action moves forward very quickly, and that the time given the tenant to respond to the lawsuit is very short. ***In most cases, the tenant has only five days, excludes Saturdays, Sundays, and judicial holidays, to file a written response to the lawsuit after being served with a copy of the Unlawful Detainer complaint.*** If the fifth day to answer falls on a weekend or holiday, you can file your answer on the following Monday or non-holiday.

HOW TO RESPOND TO AN UNLAWFUL DETAINDER LAWSUIT

Typically, a tenant responds to a landlord's complaint by filing a legal document called an Answer. If you are representing yourself in an Unlawful Detainer action you are exempt from the mandatory electronic filing rules (Code of Civil Procedure, § 1010.6, Orange County Superior Court Rule 352). You may file your response at the address listed on the Summons and Complaint. If you prefer, you may electronically file your response. Filing information and service providers can be found at www.occourts.org. You must also mail a copy of your answer to the plaintiff's attorney or if no attorney, to the plaintiff. Proof of Mailing must be filed at the same time as the answer. Once the answer has been filed either party may request the case be set for trial by filing a "Request/Counter- Request to Set Case for Trial – Unlawful Detainer".

LEGAL DEFENSES

You may have a legal defense to the landlord's complaint. If so, you must state the defense in your answer within the five-day period, or you will lose any defenses that you may have. Some typical defenses that a tenant might have are:

- The landlord did not maintain the property in condition fit to live (i.e. the landlord breached the implied warranty of habitability).

- The landlord filed the eviction action against the tenant for complaining about the condition of the rental unit or for exercising a right the tenant has under the law.
- The landlord filed the eviction for an unlawful discriminatory practice.

RETALIATORY ACTIONS AND EVICTIONS

A landlord may try to evict a tenant because the tenant has complained about a problem in the rental unit or exercised a legal right. The landlord cannot retaliate against you because you called the Health Department or any other government agency about the condition of your home; you exercised your rights to repair problems and deducted the cost from your rent, you organized with other tenants or formed a tenants' association or you did anything else you had a constitutional right to do such as complaining to your landlord about the condition of the rental unit.

BREACH OF THE WARRANTY OF HABITABILITY

Under the law, the tenant does not have to pay full rent if: there are serious problems that affect a tenant's health and safety; the landlord knew about the problems; had time to fix them, but refused or failed to do so; and the tenant(s) did not cause the problem or refuse to allow repairs.

The law does not require the landlord to keep your rental unit in perfect condition, but the landlord must provide these basic services: plumbing that works, hot and cold running water and enough hot water to wash and bathe, heat, electricity and lights which work and are safe, window screens, sufficient extermination to keep out roaches, fleas, bugs and mice or rats, clean common areas free from trash and debris, safe and secure stairways and railings, roofs, walls and windows that do not leak and are not broken, and adequate security.

DISCRIMINATION

By trying to evict you, the landlord may be unlawfully discriminating against you or your family. The law provides that the landlord may not discriminate against you or try to evict you simply because of your race or ethnic group, your religion, national

origin or ancestry, your sex, your marital status, your physical or mental handicap, or your sexual orientation.

ADDITIONAL LEGAL RESPONSES

Depending on the facts of your case, there are other legal responses to the landlord's complaint that you might file instead of an answer. For example:

- If you believe that your landlord did not properly serve the summons and the complaint, you might file a Motion to Quash Service of Summons.
- If you believe that the complaint has some technical defect or does not properly allege the landlord's right to evict you, you might file a Demurrer.

Note: No forms are available for these types of responses. It is important that you obtain advice from a lawyer before you attempt to use these types of responses.

APPEARING IN COURT

Before appearing in court, you must carefully prepare your case. Among other things you should:

- Talk with a housing clinic; tenant organization; attorney; or legal aid organization. This will help you understand the legal issue in your case and the evidence you will need.
- Decide how you will present the facts that support your side of the case, e.g., witnesses, letters, other documents, photographs, video, or other evidence.
- Have at least four copies of all documents that you intend to use as evidence: an original for the judge, a copy for the opposing party, a copy for yourself, and copies for your witnesses.
- Ask witnesses to testify at trial if they will help your case. You can subpoena a witness who will not testify voluntarily. A subpoena is an order from the court for a witness to appear. The subpoena must be served (handed) to the witness, and can be served by anyone who is over the age of 18. You can obtain a subpoena form from the Clerk's Office. You must pay witness fees at the time the subpoena is served on the witness, if the witness requests them.

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: TELEPHONE NO.: EMAIL ADDRESS: ATTORNEY FOR (name):	STATE BAR NUMBER: STATE: ZIP CODE: FAX NO.:	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT:		
ANSWER—UNLAWFUL DETAINER		

1. Defendant (*all defendants for whom this answer is filed must be named and must sign this answer unless their attorney signs*):

answers the complaint as follows.

2. **DENIALS (Check ONLY ONE of the next two boxes.)**

- a. **General Denial** (*Do not check this box if the complaint demands more than \$1,000.*)
 Defendant generally denies each statement of the complaint and of *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101).
- b. **Specific Denials** (*Check this box and complete (1) and (2) below if complaint demands more than \$1,000.*)
 Defendant admits that all the statements of the complaint and of *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are true EXCEPT:
- (1) **Denial of Allegations in Complaint (form UD-100 or other complaint for unlawful detainer)**
- (a) Defendant claims the following statements of the complaint are false (*state paragraph numbers from the complaint or explain below or, if more room needed, on form MC-025*):
- Explanation is on form MC-025, titled as Attachment 2b(1)(a).
- (b) Defendant has no information or belief that the following statements of the complaint are true, so defendant denies them (*state paragraph numbers from the complaint or explain below or, if more room needed, on form MC-025*):
- Explanation is on form MC-025, titled as Attachment 2b(1)(b).
- (2) **Denial of Allegations in Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer (form UD-101)**
- (a) Defendant did not receive plaintiff's *Mandatory Cover Sheet and Supplemental Allegations* (form UD-101). (*If not checked, complete (b) and (c), as appropriate.*)
- (b) Defendant claims the following statements on *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are false (*state paragraph numbers from form UD-101 or explain below or, if more room needed, on form MC-025*): Explanation is on form MC-025, titled as Attachment 2b(2)(b).

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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2. b. (2) (c) Defendant has no information or belief that the following statements on *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are true, so defendant denies them (*state paragraph numbers from form UD-101 or explain below or, if more room needed, on form MC-025*):
- Explanation is on form MC-025, titled as Attachment 2b(2)(c).
3. **DEFENSES AND OBJECTIONS** (NOTE: For each box checked, you must state brief facts to support it in item 3t (on page 3) or, if more room is needed, on form MC-025. You can learn more about defenses and objections at www.courts.ca.gov/selfhelp-eviction.htm.)
- a. (*Nonpayment of rent only*) Plaintiff has breached the warranty to provide habitable premises.
- b. (*Nonpayment of rent only*) Defendant made needed repairs and properly deducted the cost from the rent, and plaintiff did not give proper credit.
- c. (*Nonpayment of rent only*) On (date): _____ before the notice to pay or quit expired, defendant offered the rent due but plaintiff would not accept it.
- d. (*Nonpayment of rent only*) Plaintiff's demand for possession is based on nonpayment of rent due more than one year ago.
- e. Plaintiff waived, changed, or canceled the notice to quit.
- f. Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
- g. By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against the defendant in violation of the Constitution or the laws of the United States or California.
- h. Plaintiff's demand for possession violates the local rent control or eviction control ordinance of (*city or county, title of ordinance, and date of passage*):
(Also, briefly state in item 3t the facts showing violation of the ordinance.)
- i. Plaintiff's demand for possession is subject to the Tenant Protection Act of 2019, Civil Code section 1946.2 or 1947.12, and is not in compliance with the act. (Check all that apply and briefly state in item 3t the facts that support each.)
- (1) Plaintiff failed to state a just cause for termination of tenancy in the written notice to terminate.
- (2) Plaintiff failed to provide an opportunity to cure any alleged violations of terms and conditions of the lease (other than payment of rent) as required under Civil Code section 1946.2(c).
- (3) Plaintiff failed to comply with the relocation assistance requirements of Civil Code section 1946.2(d).
- (4) Plaintiff has raised the rent more than the amount allowed under Civil Code section 1947.12, and the only unpaid rent is the unauthorized amount.
- (5) Plaintiff violated the Tenant Protection Act in another manner that defeats the complaint.
- j. Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- k. Plaintiff seeks to evict defendant based on an act—against defendant, defendant's immediate family member, or a member of defendant's household—that constitutes domestic violence, sexual assault, stalking, human trafficking, abuse of an elder or a dependent adult, or a crime that caused bodily injury, involved a deadly weapon, or used force or threat of force. (This defense requires one of the following, which may be included with this form: (1) a **temporary restraining order, protective order, or police report** that is not more than 180 days old; (2) a **signed statement from a qualified third party** (e.g., a doctor, domestic violence or sexual assault counselor, human trafficking caseworker, psychologist, or a victim of violent crime advocate concerning the injuries or abuse resulting from these acts); or (3) another form of documentation or evidence that verifies that the abuse or violence occurred.)
- (1) The abuse or violence was committed by a person who does not live in the dwelling unit.
- (2) The abuse or violence was committed by a person who lives in the dwelling unit and defendant claims protection from eviction under Code of Civil Procedure section 1161.3(d)(2).
- l. Plaintiff seeks to evict defendant based on defendant or another person calling the police or emergency assistance (e.g., ambulance) by or on behalf of a victim of abuse, a victim of crime, or an individual in an emergency when defendant or the other person believed that assistance was necessary.
- m. Plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations and (*check all that apply*)
- (1) plaintiff received or has a pending application for rental assistance from a governmental rental assistance program or some other source relating to the amount claimed in the notice to pay rent or quit. (Health & Saf. Code, §§ 50897.1(d)(2)(B) and 50897.3(e)(2).)

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3. m. (2) plaintiff received or has a pending application for rental assistance from a governmental rental assistance program or some other source for rent accruing since the notice to pay rent or quit. (Health & Saf. Code, §§ 50897.1(d)(2)(B) and 50897.3(e)(2).)
- (3) plaintiff's demand for possession is based only on late fees for defendant's failure to provide landlord payment within 15 days of receiving governmental rental assistance. (Health & Saf. Code, § 50897.1(e)(2)(B).)
- n. Plaintiff violated the COVID-19 Tenant Relief Act (Code Civ. Proc., § 1179.01 et seq.) or a local COVID-19–related ordinance regarding evictions in some other way (*briefly state facts describing this in item 3t*).
- o. The property is covered by the federal CARES Act and the plaintiff did not provide 30 days' notice to vacate.
(*Property covered by the CARES Act means property where the landlord*)
- *is participating in a covered housing program as defined by the Violence Against Women Act;*
 - *is participating in the rural housing voucher program under section 542 of the Housing Act of 1949; or*
 - *has a federally backed mortgage loan or a federally backed multifamily mortgage loan.*
- p. Plaintiff improperly applied payments made by defendant in a tenancy that was in existence between March 1, 2020, and September 30, 2021 (Code Civ. Proc., § 1179.04.5), as follows (*check all that apply*):
- (1) Plaintiff applied a security deposit to rent, or other financial obligations due, without tenant's written agreement.
- (2) Plaintiff applied a monthly rental payment to rent or other financial obligations that were due between March 1, 2020, and September 30, 2021, other than to the prospective month's rent, without tenant's written agreement.
- q. Plaintiff refused to accept payment from a third party for rent due. (Civ. Code, § 1947.3; Gov. Code, § 12955.)
- r. Defendant has a disability and plaintiff refused to provide a reasonable accommodation that was requested. (Cal. Code Regs., tit. 2, § 12176(c).)
- s. Other defenses and objections are stated in item 3t.
- t. (*Provide facts for each item checked above, either below or, if more room needed, on form MC-025*):
- Description of facts or defenses are on form MC-025, titled as Attachment 3t.

4. OTHER STATEMENTS

- a. Defendant vacated the premises on (*date*):
- b. The fair rental value of the premises alleged in the complaint is excessive (*explain below or, if more room needed, on form MC-025*).
- Explanation is on form MC-025, titled as Attachment 4b.
- c. Other (*specify below or, if more room needed, on form MC-025*):
- Other statements are on form MC-025, titled as Attachment 4c.

5. DEFENDANT REQUESTS

- a. that plaintiff take nothing requested in the complaint.
- b. costs incurred in this proceeding.
- c. reasonable attorney fees.

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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5. d. that plaintiff be ordered to (1) make repairs and correct the conditions that constitute a breach of the warranty to provide habitable premises and (2) reduce the monthly rent to a reasonable rental value until the conditions are corrected.
- e. Other (specify below or on form MC-025):
 All other requests are stated on form MC-025, titled as Attachment 5e.

6. Number of pages attached: _____

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400–6415)

7. (Must be completed in all cases.) An **unlawful detainer assistant** did not did for compensation give advice or assistance with this form. If defendant has received **any** help or advice for pay from an unlawful detainer assistant, state
- a. assistant's name: _____ b. telephone number: _____
- c. street address, city, and zip code: _____
- d. county of registration: _____ e. registration number: _____ f. expiration date: _____

(Each defendant for whom this answer is filed must be named in item 1 and must sign this answer unless defendant's attorney signs.)

(TYPE OR PRINT NAME)	▶	(SIGNATURE OF DEFENDANT OR ATTORNEY)
(TYPE OR PRINT NAME)	▶	(SIGNATURE OF DEFENDANT OR ATTORNEY)
(TYPE OR PRINT NAME)	▶	(SIGNATURE OF DEFENDANT OR ATTORNEY)

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the defendant in this proceeding and have read this answer. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____	▶	(SIGNATURE OF DEFENDANT)
(TYPE OR PRINT NAME)		
Date: _____	▶	(SIGNATURE OF DEFENDANT)
(TYPE OR PRINT NAME)		
Date: _____	▶	(SIGNATURE OF DEFENDANT)
(TYPE OR PRINT NAME)		

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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Attachment 3.t.a to UD-105 Answer-Unlawful Detainer

3. Affirmative Defenses

a. Landlord has substantially breached the warranty to provide habitable premises (*For each box checked, you must state brief facts to support the issues*):

Waterproofing & Weather Protection Issues (*specify*):

Gas & Plumbing Issues (*specify*):

Water Supply Issues (*specify*):

Heating Issues (*specify*):

Electricity Issues (*specify*):

Clean & Sanitary Premises (*specify*):

Trash Facilities Issues (*specify*):

Floors, Stairways, & Railings Issues (*specify*):

Lead Hazard Issues (*specify*):

Security Device Issues (*specify*):

Other (*specify*):

Clear This Form

For your protection and privacy, please press the Clear This Form button after you are done printing the form.

Print This Form

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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Attachment 3.t.b to UD-105 Answer-Unlawful Detainer

3. Affirmative Defenses (*Continued*)

- b. Defendant made needed repairs and properly deducted the cost from the rent, and Plaintiff did not give proper credit.

There were dilapidations rendering the premises untenable. Defendant took the following actions:

Defendant gave the landlord notice on (*specify date*) _____ about the problems by doing the following (*specify*):

Defendant told the landlord that the following needed to be fixed (*specify*):

The landlord's response to the above actions was (*specify*):

On (*specify date*) _____ Defendant took the following actions (*specify*):

Clear This Form

For your protection and privacy, please press the Clear This Form button after you are done printing the form.

Print This Form

ATTORNEY OR PARTY WITHOUT ATTORNEY <i>(Name, State Bar number, and address):</i> TELEPHONE NO.: _____ FAX NO. <i>(Optional):</i> _____ E-MAIL ADDRESS <i>(Optional):</i> _____ ATTORNEY FOR <i>(Name):</i> _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center	
PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT:	
PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL	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):*

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)
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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.

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.