

THE LAW FIRM OF

RUZICKA, WALLACE & COUGHLIN, LLP

A LIMITED LIABILITY PARTNERSHIP,
INCLUDING PROFESSIONAL CORPORATIONS

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September 15, 2021

Via Email (regulations@dfpi.ca.gov) & First Class U.S. Mail

State of California
Department of Financial Protection and Innovation
Legal Division
Attn: Sandra Sandoval, Legal Analyst
300 S. Spring Street, Suite 15513
Los Angeles, CA 90013

**RE: PRO 05-21
Invitation For Comments On Proposed Second Rulemaking
Under the Debt Collection Licensing Act**

Ladies and Gentlemen,

This law firm respectfully submits the following comments and questions in response to the above-referenced invitation ("Invitation") issued by the Department of Financial Protection and Innovation (DFPI).

Scope of the Debt Collection Licensing Act ("DCLA")

The Invitation contains, among other questions, the following:

The DCLA defines several terms in Financial Code section 100002, including "debt," "debt collection," "person," "consumer credit transaction," "debt collector," and "debt buyer." Which of these definitions, if any, are unclear? Are the definitions of these terms the same as those in the Rosenthal Act and FDBPA?

We request clarification regarding the following:

1. Is residential rent collection a consumer credit transaction? Based on a review of court decisions, residential rent collection is not a consumer credit transaction. (See, e.g., Picazo v. Tirey, 2018 WL 1583228, at *6 (S.D. Cal. Apr. 2, 2018); Phillips v. Archstone Simi Valley LLC, 2016 WL 7444550, at *5 (C.D. Cal. Dec. 15, 2016); Ortiz v. Lyon Management Group, Inc. (2007) 157 Cal.App.4th 604; Leasure v. Willmark Communities, Inc., 2013 WL 6097944, at *4 (S.D. Cal. Mar. 14, 2013))

2. Is a licensed California attorney or law firm that regularly files unlawful detainer (eviction) actions against consumers for non-payment of rent required to obtain a debt collection license under the California Debt Collection Licensing Act (California Financial Code 100000 et seq.)?
3. If a law firm that regularly files unlawful detainer (eviction) actions against consumers for non-payment of rent is required to obtain a debt collection license under the California Debt Collection Licensing Act, is each attorney and/or employee in the law firm required to obtain a debt collection license?
4. California Civil Code Section 1788.11 states, among other things, as follows: "No debt collector shall collect or attempt to collect a consumer debt by means of the following practices: ... (f) Sending written or digital communication to the person that does not display the California license number of the collector in at least 12-point type." We request clarification regarding the following:
 - (a) Is a licensed California attorney or law firm that regularly files unlawful detainer (eviction) actions against consumers for non-payment of rent considered a debt collector within the meaning of Civil Code Section 1788.11?
 - (b) Is the filing of an unlawful detainer (eviction) action against a consumer for non-payment of rent considered attempt to collect a consumer debt within the meaning of Civil Code Section 1788.11?
 - (c) Is a licensed California attorney or law firm that regularly files unlawful detainer (eviction) actions against consumers for non-payment of rent required to place a debt collection license number on *each and every* document filed with the court and/or served on the consumer in connection with the unlawful detainer action?

For reference, standard forms used in unlawful detainer actions include, but are not limited to, the following court forms created by the Judicial Council of California: Civil Case Cover Sheet; Summons; Complaint-Unlawful Detainer; Plaintiff's Mandatory Cover Sheet and Supplemental Allegations-Unlawful Detainer; Prejudgment Claim of Right to Possession; Proof of Service of Summons; Form Interrogatories - Unlawful Detainer; Request for Entry of Default; Verification by Landlord Regarding Rental Assistance - Unlawful Detainer; Request/Counter-Request to Set Case for Trial; Declaration

for Default Judgment by Court; Stipulation for Entry of Judgment (Unlawful Detainer); Judgment; Writ of Execution; Request for Dismissal. Copies of these forms are attached for reference.

Numerous other documents may be filed in an unlawful detainer action and served upon a consumer including, but not limited to, documents relating to motions (e.g., notice of motion, memorandum of points and authorities, supporting declarations and exhibits, proof(s) of service), discovery (e.g., form interrogatories, requests for admission, demand for production of documents), and trial.

- (d) If a licensed California attorney or law firm that regularly files unlawful detainer (eviction) actions against consumers for non-payment of rent is required to place a debt collection license number on documents filed with the court and/or served on the consumer in connection with the unlawful detainer action:
 - i. Will the Judicial Council of California modify court documents to provide space for attorneys to list their license number on court documents?
 - ii. How can an attorney or law firm that has not yet obtained a debt collection license comply with the requirement?
 - iii. Would an attorney or law firm be liable to the consumer under Civil Code Section 1788.30 for any document that did not include a debt collection license number?
 - iv. Could the failure to include a debt collection license number on a document be cured under Civil Code Section 1788.30(d)? If so, how?
 - v. Is there safe harbor language as to how to place the debt collection license number on documents (e.g., California Debt Collection License No. _____)?

Due to the potential difficulties in complying with requirements of Civil Code Section 1788.11 in connection with court actions, is the DFPI willing to create a safe harbor rule relating to the Civil Code Section 1788.11(f)? For example, is the DFPI willing to create a rule that: (a) Civil Code Section 1788.11(f) does not apply to pleadings and other documents filed and/or served in connection with unlawful detainer proceedings or other court actions; or (b) compliance with Civil Code Section 1788.11(f) can be accomplished with a single disclosure at the inception of the action such as in the complaint?

Department of Financial Protection and Innovation
September 15, 2021
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Sincerely,

RUZICKA, WALLACE & COUGHLIN, LLP



Earl R. Wallace, Esq.

Encl.

CIVIL CASE COVER SHEET

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <div style="display: flex; justify-content: space-between;"> <div> TELEPHONE NO.: E-MAIL ADDRESS: ATTORNEY FOR (Name): </div> <div> FAX NO. (Optional): </div> </div>		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
CASE NAME:		
CIVIL CASE COVER SHEET <input type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	
		CASE NUMBER: JUDGE: DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☐ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify):
5. This case ☐ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/
Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care
Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of
Emotional Distress
Negligent Infliction of
Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller
Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/
Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse
Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUMMONS

SUMMONS
(CITACIÓN JUDICIAL)

SUM-130

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

UNLAWFUL DETAINER—EVICTION

(RETENCIÓN ILÍCITA DE UN INMUEBLE—DESALOJO)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 5 days. You have 5 DAYS, not counting Saturdays and Sundays and other judicial holidays, after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff.

A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courts.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services website (www.lawhelpca.org), the California Courts Online Self-Help Center (www.courts.ca.gov/selfhelp), or by contacting your local court or county bar association.

FEE WAIVER: If you cannot pay the filing fee, ask the clerk for a fee waiver form. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Usted ha sido demandado. Si no responde dentro de 5 días, el tribunal puede emitir un fallo en su contra sin una audiencia. Una vez que le entreguen esta citación y papeles legales, solo tiene 5 DÍAS, sin contar sábado y domingo y otros días feriados del tribunal, para presentar una respuesta por escrito en este tribunal y hacer que se entregue una copia al demandante.

Una carta o una llamada telefónica no lo protege. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no presenta su respuesta a tiempo, puede perder el caso por falta de comparecencia y se le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados local.

EXENCIÓN DE CUOTAS: Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos con un gravamen sobre cualquier cantidad de \$10,000 ó más recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desestimar el caso.

1. The name and address of the court is:
(El nombre y dirección de la corte es):

CASE NUMBER (número del caso):

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

PLAINTIFF (Name):	CASE NUMBER:
DEFENDANT (Name):	

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400–6415) ☐ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)

4. Unlawful detainer assistant (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):

a. Assistant's name:

b. Telephone no.:

c. Street address, city, and zip:

d. County of registration:

e. Registration no.:

f. Registration expires on (date) :

Date:
(Fecha)

Clerk, by
(Secretario)

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons (form POS-010).)

[SEAL]	5. NOTICE TO THE PERSON SERVED: You are served
	<p>a. <input type="checkbox"/> as an individual defendant.</p> <p>b. <input type="checkbox"/> as the person sued under the fictitious name of (specify):</p> <p>c. <input type="checkbox"/> as an occupant.</p> <p>d. <input type="checkbox"/> on behalf of (specify):</p> <p>under: <input type="checkbox"/> CCP 416.10 (corporation). <input type="checkbox"/> CCP 416.60 (minor).</p> <p><input type="checkbox"/> CCP 416.20 (defunct corporation). <input type="checkbox"/> CCP 416.70 (conservatee).</p> <p><input type="checkbox"/> CCP 416.40 (association or partnership). <input type="checkbox"/> CCP 416.90 (authorized person).</p> <p><input type="checkbox"/> CCP 415.46 (occupant). <input type="checkbox"/> other (specify):</p> <p>e. <input type="checkbox"/> by personal delivery on (date):</p>

COMPLAINT - UNLAWFUL DETAINER

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: EMAIL ADDRESS: ATTORNEY FOR (name):		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT: <input type="checkbox"/> DOES 1 TO		
COMPLAINT—UNLAWFUL DETAINER* <input type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number):		CASE NUMBER:
Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000. <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000. <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): <input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue). <input type="checkbox"/> from limited to unlimited. <input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue). <input type="checkbox"/> from unlimited to limited.		

1. *PLAINTIFF* (name each):

alleges causes of action against DEFENDANT (name each):

2. a. Plaintiff is (1) ☐ an individual over the age of 18 years. (4) ☐ a partnership.
(2) ☐ a public agency. (5) ☐ a corporation.
(3) ☐ other (specify):
- b. ☐ Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):
3. a. *The venue is the court named above because defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):*
- b. The premises in 3a are (check one)
(1) ☐ within the city limits of (name of city):
(2) ☐ within the unincorporated area of (name of county):
- c. The premises in 3a were constructed in (approximate year):
4. Plaintiff's interest in the premises is ☐ as owner ☐ other (specify):
5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

* **NOTE:** Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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6. a. On or about *(date)*:
 defendant (name each):

- (1) agreed to rent the premises as a ☐ month-to-month tenancy ☐ other tenancy *(specify)*:
 (2) agreed to pay rent of \$ _____ payable ☐ monthly ☐ other *(specify frequency)*:
 (3) agreed to pay rent on the ☐ first of the month ☐ other day *(specify)*:

- b. This ☐ written ☐ oral agreement was made with
 (1) ☐ plaintiff. (3) ☐ plaintiff's predecessor in interest.
 (2) ☐ plaintiff's agent. (4) ☐ Other *(specify)*:

- c. ☐ The defendants not named in item 6a are
 (1) ☐ subtenants.
 (2) ☐ assignees.
 (3) ☐ Other *(specify)*:

- d. ☐ The agreement was later changed as follows *(specify)*:

- e. ☐ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. *(Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)*

- f. ☐ *(For residential property)* A copy of the written agreement is **not** attached because *(specify reason)*:
 (1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.
 (2) ☐ this action is solely for nonpayment of rent *(Code Civ. Proc., § 1161(2))*.

7. The tenancy described in 6 *(complete (a) or (b))*

- a. ☐ is **not** subject to the Tenant Protection Act of 2019 (Civil Code, § 1946.2). The specific subpart supporting why tenancy is exempt is *(specify)*:
 b. ☐ is subject to the Tenant Protection Act of 2019.

8. *(Complete only if item 7b is checked. Check all applicable boxes.)*

- a. ☐ The tenancy was terminated for at-fault just cause (Civil Code, § 1946.2(b)(1)).
 b. ☐ The tenancy was terminated for no-fault just cause (Civil Code, § 1946.2(b)(2)) and the plaintiff *(check one)*
 (1) ☐ waived the payment of rent for the final month of the tenancy, before the rent came due, under section 1946.2(d)(2), in the amount of \$ _____
 (2) ☐ provided a direct payment of one month's rent under section 1946.2(d)(3), equaling \$ _____
 to *(name each defendant and amount given to each)*:

- c. ☐ Because defendant failed to vacate, plaintiff is seeking to recover the total amount in 8b as damages in this action.

9. a. ☐ Defendant *(name each)*:

was served the following notice on the same date and in the same manner:

- | | |
|--|---|
| (1) <input type="checkbox"/> 3-day notice to pay rent or quit
(2) <input type="checkbox"/> 30-day notice to quit
(3) <input type="checkbox"/> 60-day notice to quit
(4) <input type="checkbox"/> 3-day notice to quit | (5) <input type="checkbox"/> 3-day notice to perform covenants or quit
<i>(not applicable if item 7b checked)</i>
(6) <input type="checkbox"/> 3-day notice to quit under Civil Code, § 1946.2(c)
Prior required notice to perform covenants served <i>(date)</i> :
(7) <input type="checkbox"/> Other <i>(specify)</i> : |
|--|---|

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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9. b. (1) On (date): _____ the period stated in the notice checked in 9a expired at the end of the day.
 (2) Defendants failed to comply with the requirements of the notice by that date.
- c. All facts stated in the notice are true.
- d. ☐ The notice included an election of forfeiture.
- e. ☐ A copy of the notice is attached and labeled Exhibit 2. *(Required for residential property. See Code Civ. Proc., § 1166. When Civil Code, § 1946.2(c), applies and two notices are required, provide copies of both.)*
- f. ☐ One or more defendants were served (1) with the prior required notice under Civil Code, § 1946.2(c), (2) with a different notice, (3) on a different date, or (4) in a different manner, as stated in Attachment 10c. *(Check item 10c and attach a statement providing the information required by items 9a–e and 10 for each defendant and notice.)*
10. a. ☐ The notice in item 9a was served on the defendant named in item 9a as follows:
- (1) ☐ By personally handing a copy to defendant on (date): _____
- (2) ☐ By leaving a copy with (name or description): _____
 a person of suitable age and discretion, on (date): _____ at defendant's
☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence
 on (date): _____ because defendant cannot be found at defendant's residence or usual place of business.
- (3) ☐ By posting a copy on the premises on (date): _____
☐ AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises
 on (date): _____
- (a) ☐ because defendant's residence and usual place of business cannot be ascertained OR
- (b) ☐ because no person of suitable age or discretion can be found there.
- (4) ☐ *(Not for 3-day notice; see Civil Code, § 1946, before using)* By sending a copy by certified or registered mail
 addressed to defendant on (date): _____
- (5) ☐ *(Not for residential tenancies; see Civil Code, § 1953, before using)* In the manner specified in a written
 commercial lease between the parties
- b. ☐ (Name): _____
 was served on behalf of all defendants who signed a joint written rental agreement.
- c. ☐ Information about service of notice on the defendants alleged in item 9f is stated in Attachment 10c.
- d. ☐ Proof of service of the notice in item 9a is attached and labeled Exhibit 3.
11. ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
12. ☐ At the time the 3-day notice to pay rent or quit was served, the amount of **rent due** was \$ _____
13. ☐ The fair rental value of the premises is \$ _____ per day.
14. ☐ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure
 section 1174(b). *(State specific facts supporting a claim up to \$600 in Attachment 14.)*
15. ☐ A written agreement between the parties provides for attorney fees.
16. ☐ Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and
 date of passage): _____

Plaintiff has met all applicable requirements of the ordinances.

17. ☐ Other allegations are stated in Attachment 17.
18. Plaintiff accepts the jurisdictional limit, if any, of the court.

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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19. PLAINTIFF REQUESTS

- | | |
|---|---|
| a. possession of the premises.
b. costs incurred in this proceeding:
c. <input type="checkbox"/> past-due rent of \$
d. <input type="checkbox"/> reasonable attorney fees.
e. <input type="checkbox"/> forfeiture of the agreement. | f. <input type="checkbox"/> damages in the amount of waived rent or relocation assistance as stated in item 8: \$
g. <input type="checkbox"/> damages at the rate stated in item 13 from
<i>date:</i>
for each day that defendants remain in possession through entry of judgment.
h. <input type="checkbox"/> statutory damages up to \$600 for the conduct alleged in item 14.
i. <input type="checkbox"/> other (<i>specify</i>): |
|---|---|

20. ☐ Number of pages attached (*specify*):

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

21. ☐ (*Complete in all cases.*) An unlawful detainer assistant ☐ did **not** ☐ did for compensation give advice or assistance with this form. (*If declarant has received **any** help or advice for pay from an unlawful detainer assistant, complete a–f.*)

- | | |
|--|---|
| a. Assistant's name:
b. Street address, city, and zip code: | c. Telephone no.:
d. County of registration:
e. Registration no.:
f. Expires on (<i>date</i>): |
|--|---|

Date:

(TYPE OR PRINT NAME)

▶ _____
(SIGNATURE OF PLAINTIFF OR ATTORNEY)

VERIFICATION

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

I am the plaintiff in this proceeding and have read this complaint. 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 PLAINTIFF)

**PLAINTIFF'S MANDATORY
COVER SHEET AND
SUPPLEMENTAL ALLEGATIONS -
UNLAWFUL DETAINER**

- *Serve this form with the summons.*
- *If a summons has already been served without this form, then serve it by mail or any other means of service authorized by law.*
- *If defendant has answered prior to service of this form, there is no requirement for defendant to respond to the supplemental allegations before trial.*

Before obtaining a judgment in an unlawful detainer action for nonpayment of rent on a residential property, a plaintiff will be required to verify that no rental assistance or other financial compensation has been received for the amount in the notice demanding payment or accruing afterward, and no application is pending for such assistance. For a default judgment, plaintiff must use Verification by Landlord Regarding Rental Assistance (form UD-120) to make this verification.

alleges causes of action in the complaint filed in this action against DEFENDANT (name each):

a. This action seeks possession of real property that is (check all that apply): ☐ Residential ☐ Commercial
(If "residential" is checked, complete items 3 and 4 and all remaining items that apply to this action. If only "commercial" is checked, no further items need to be completed except the signature and verification.)

b. This action is based, in whole or in part, on an alleged default payment of rent or other charges. ☐ Yes ☐ No

a. (1) One or more defendants in this action is a natural person: ☐ Yes ☐ No
(2) Identify any defendant not a natural person:
(If no is checked, then no further items need to be completed except the signature and verification.)

b. (1) All defendants named in this action maintain occupancy as described in Civil Code section 1940(b). ☐ Yes ☐ No
(2) Identify any defendant who does not:
(If yes is checked, then no further items need to be completed except the signature and verification.)

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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4. Federal law allegations

- a. Defendant ☐ has ☐ has not provided a statement under penalty of perjury for the Centers for Disease Control and Prevention's order for *Temporary Halt in Evictions to Prevent Further Spread of COVID-19* (85 Federal Register 55292) or its extension. *(Note to plaintiff: Proceeding in violation of the federal order may result in civil or criminal penalties.)*
- b. This action ☐ does ☐ does not seek possession of a dwelling unit in property that has a federally backed multifamily mortgage for which forbearance has been granted under title 15 United States Code section 9057.
- (1) Date forbearance began:
- (2) Date forbearance ended:

5. ☐ Unlawful detainer notice expired before March 1, 2020

The unlawful detainer complaint in this action is based solely on a notice to quit, to pay or quit, or to perform covenants or quit, in which the time period specified in the notice expired before March 1, 2020. *(If this is the only basis for the action, no further items need to be completed except the signature and verification on page 4. (Code Civ. Proc., § 1179.03.5(a)(1).))*

6. ☐ Rent or other financial obligations due between March 1, 2020, and August 31, 2020 (protected time period)

The unlawful detainer complaint in this action is based, at least in part, on a demand for payment of rent or other financial obligations due in the protected time period. *(Check all that apply.)*

- a. ☐ Defendant (name each):

was served the "Notice from the State of California" required by Code of Civil Procedure section 1179.04, and if more than one defendant, on the same date and in the same manner. *(Provide information regarding service of this notice in item 8 below.)*

- b. ☐ One or more defendants was served with the notice in item 6a on a different date or in a different manner, which service is described in attachment 8c.
- c. ☐ Defendant (name each):

was served with at least 15 days' notice to pay rent or other financial obligations, quit, or deliver a declaration, and an unsigned declaration of COVID-19-related financial distress, in the form and with the content required in Code of Civil Procedure section 1179.03(b) and (d).

*(If the notice identified defendant as a **high-income tenant** and requested submission of documentation supporting any declaration the defendant submits, complete item 9 below. (Code Civ. Proc., § 1179.02.5(c).))*

(If filing form UD-100 with this form and item 6c is checked, specify this 15-day notice in item 9a(7) on form UD-100, attach a copy of the notice to that complaint form, and provide all requested information about service on that form.)

- d. Response to notice (check all that apply):

- (1) ☐ Defendant (name each):

delivered a declaration of COVID-19-related financial distress on landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

- (2) ☐ Defendant (name each):

did *not* deliver a declaration of COVID-19-related financial distress on landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

7. ☐ Rent or other financial obligations due between September 1, 2020, and September 30, 2021 (the transition time period)

The unlawful detainer complaint in this action is based, at least in part, on a demand for payment of rent or other financial obligations due during the transition time period.

- a. ☐ Defendant (name each):

was served the "Notice from the State of California" required by Code of Civil Procedure section 1179.04, and if more than one defendant, on the same date and in the same manner. *(Provide information regarding service of this notice in item 8 below.)*

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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7. b. ☐ One or more defendants was served with the notice in item 7a on a different date or in a different manner, which service is described in attachment 8c.
- c. ☐ Defendant (*name each*):

was served with at least 15 days' notice to pay rent or other financial obligations, quit, or deliver a declaration, and an unsigned declaration of COVID-19-related financial distress, in the form and with the content required in Code of Civil Procedure section 1179.03(c) and (d).

(If the notice identified defendant as a **high-income tenant** and requested submission of documentation supporting any declaration the defendant submits, complete item 9 below. (Code Civ. Proc., § 1179.02.5(c).))

(If filing form UD-100 with this form and item 6c is checked, specify this 15-day notice in item 9a(7) on form UD-100, attach a copy of the notice to that complaint form, and provide all requested information about service on that form.)

- d. Response to notice (*check all that apply*):

(1) ☐ Defendant (*name each*):

delivered a declaration of COVID-19-related financial distress on the landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

(2) ☐ Defendant (*name each*):

did *not* deliver a declaration of COVID-19-related financial distress on the landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

- e. ☐ Rent due (*complete only if action filed after September 30, 2021*):

(1) Rent in the amount of \$ _____ was due between September 1, 2020, and September 30, 2021.

(2) Payment of \$ _____ for that period was received by September 30, 2021.

8. Service of Code of Civil Procedure Section 1179.04 Notice From the State of California (*check all that apply*)

- a. ☐ The notice identified in item 6a and 7a was served on the defendant named in those items as follows:

(1) ☐ By personally handing a copy to defendant on (*date*):

(2) ☐ By leaving a copy with (*name or description*):

a person of suitable age and discretion, on (*date*): _____ at defendant's

☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence.

(3) ☐ By posting a copy on the premises on (*date*):

☐ AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises on (*date*):

(a) ☐ because defendant's residence and usual place of business cannot be ascertained OR

(b) ☐ because no person of suitable age or discretion can be found there.

(4) ☐ By sending a copy by mail addressed to the defendant on (*date*):

- b. ☐ (*Name*):

was served on behalf of all defendants who signed a joint written rental agreement.

- c. ☐ Information about service of notice on the defendants alleged in items 6b and 7b is stated in Attachment 8c.

- d. ☐ Proof of service of the notice or notices in items 6a, 6b, 7a, and 7b is attached to this form and labeled Exhibit 1.

9. ☐ **High-income tenant.** The 15-day notice in item 6c or 7c above identified defendant as a high-income tenant and requested submission of documentation supporting the tenant's claim that tenant had suffered COVID-19-related financial distress. Plaintiff had proof before serving that notice that the tenant has an annual income that is at least 130 percent of the median income for the county the rental property is located in and not less than \$100,000. (Code Civ. Proc., § 1179.02.5.)

- a. ☐ The tenant did not deliver a declaration of COVID-19-related financial distress within the required time. (Code Civ. Proc., § 1179.03(f).)

- b. ☐ The tenant did not deliver documentation within the required time supporting that the tenant had suffered COVID-19-related financial distress as asserted in the declaration. (Code Civ. Proc., § 1179.02.5(c).)

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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10. ☐ **Just cause eviction.** (Only applicable if action is filed before October 1, 2021. Note: If the tenancy is subject to the Tenant Protection Act (including Civil Code section 1946.2), plaintiff must, if using form UD-100, complete item 8 on that form in addition to this item.)
- a. ☐ The tenancy identified in the unlawful detainer complaint in this action was terminated for at-fault just cause as defined in Civil Code section 1946.2(b)(1), which reason is in the notice of termination. (Code Civ. Proc., § 1179.03.5(a)(3)(A)(i).)
- b. ☐ The tenancy identified in the unlawful detainer complaint in this action was terminated for no-fault just cause as defined in Civil Code section 1946.2(b)(2), which reason is in the notice of termination. (Code Civ. Proc., § 1179.03.5(a)(3)(A)(ii).) (Complete (1) or (2) below, only if applicable.)
- (1) ☐ The no-fault just cause is the intent to demolish or substantially remodel, which ☐ is ☐ is not necessary to comply with codes, statutes, or regulations relating to the habitability of the rental units. (Code Civ. Proc., § 1179.03.5(a)(3)(A)(ii).)
- (2) ☐ The tenancy identified in the complaint in this action was terminated because the owner of the property has entered into a contract with a buyer who intends to occupy the property and the property ☐ does ☐ does not meet all the requirements of Civil Code section 1946.2(e)(8). (Code Civ. Proc., § 1179.03.5(a)(3)(A)(iii).)
- c. ☐ This action is based solely on the cause of termination checked in item 10a or b above, and is not for nonpayment of rent or other financial obligations. (If this item applies, plaintiff may not recover any rental debt due from the period between March 1, 2020, and September 30, 2021, as part of the damages in this action. (Code Civ. Proc., § 1179.03.5(a)(3)(B).))
11. ☐ **Rent or other financial obligations due after September 30, 2021.** (Only applicable if action is filed on or after October 1, 2021.) The only demand for rent or other financial obligations on which the unlawful detainer complaint in this action is based is a demand for payment of rent due after September 30, 2021.
12. ☐ **Statements regarding rental assistance** (Required in all actions based on nonpayment of rent or any other financial obligation. Plaintiff must answer all the questions in this item and, if later seeking a default judgment, will also need to file Verification Regarding Rental Assistance--Unlawful Detainer (form UD-120).)
- a. Has plaintiff received rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint? ☐ Yes ☐ No
- b. Has plaintiff received rental assistance or other financial compensation from any other source for rent accruing after the date of the notice underlying the complaint? ☐ Yes ☐ No
- c. Does plaintiff have any pending application for rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint? ☐ Yes ☐ No
- d. Does plaintiff have any pending application for rental assistance or other financial compensation from any other source for rent accruing after the date on the notice underlying the complaint? ☐ Yes ☐ No
13. ☐ Number of pages attached (specify):

Date: _____

(TYPE OR PRINT NAME)_____
(SIGNATURE OF PLAINTIFF OR ATTORNEY)**VERIFICATION**

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

I am the plaintiff in this proceeding and have read this complaint. 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)

**PREJUDGMENT CLAIM OF
RIGHT TO POSSESSION**

Plaintiff: Defendant:	CASE NUMBER:
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11. If my landlord lost this property to foreclosure, I understand that I can file this form at any time before judgment is entered, and that I have additional rights and should seek legal advice.
12. I understand that I will have *five days* (excluding court holidays) to file a response to the Summons and Complaint after I file this Prejudgment Claim of Right to Possession form.

NOTICE: If you fail to file this claim, you may be evicted without further hearing.

13. **Rental agreement.** I have (*check all that apply to you*):

- a. ☐ an oral or written rental agreement with the landlord.
- b. ☐ an oral or written rental agreement with a person other than the landlord.
- c. ☐ an oral or written rental agreement with the former owner who lost the property to foreclosure.
- d. ☐ other (*explain*):

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

WARNING: Perjury is a felony punishable by imprisonment in the state prison.

Date:

(TYPE OR PRINT NAME)



(SIGNATURE OF CLAIMANT)

NOTICE: If you file this claim to possession, the unlawful detainer action against you will be determined at trial. At trial, you may be found liable for rent, costs, and, in some cases, treble damages.

— NOTICE TO OCCUPANTS —

YOU MUST ACT AT ONCE if all the following are true:

1. You are **NOT** named in the accompanying **Summons and Complaint**.
2. You occupied the premises on or before the date the unlawful detainer (eviction) complaint was filed.
3. You still occupy the premises.

You can complete and SUBMIT THIS CLAIM FORM WITHIN 10 DAYS from the date of service (on the form) at the court where the unlawful detainer (eviction) complaint was filed. If you are a tenant and your landlord lost the property you occupy through foreclosure, this 10-day deadline does not apply to you. You may file this form at any time before judgment is entered. You should seek legal advice immediately.

If you do not complete and submit this form (and pay a filing fee or file a fee waiver form if you cannot pay the fee), **YOU WILL BE EVICTED.**

After this form is properly filed, you will be added as a defendant in the unlawful detainer (eviction) action and your right to occupy the premises will be decided by the court. *If you do not file this claim, you may be evicted without a hearing.*

PROOF OF SERVICE OF SUMMONS

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.:

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☐ summons
 - b. ☐ complaint
 - c. ☐ Alternative Dispute Resolution (ADR) package
 - d. ☐ Civil Case Cover Sheet (served in complex cases only)
 - e. ☐ cross-complaint
 - f. ☐ other (specify documents):
3. a. Party served (specify name of party as shown on documents served):
 b. ☐ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
4. Address where the party was served:
5. I served the party (check proper box)
 - a. ☐ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): _____ (2) at (time): _____
 - b. ☐ **by substituted service.** on (date): _____ at (time): _____ I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3): _____
 - (1) ☐ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): _____ from (city): _____ or ☐ a declaration of mailing is attached.
 - (5) ☐ I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (Attach completed *Notice and Acknowledgment of Receipt*.) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ **by other means** (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☐ On behalf of (specify):

under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name:
- b. Address:
- c. Telephone number:
- d. **The fee** for service was: \$
- e. I am:
- (1) ☐ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☐ a registered California process server:
- ☐ owner ☐ employee ☐ independent contractor.
- (ii) Registration No.:
- (iii) County:

8. ☐ **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- or
9. ☐ **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date:

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

(SIGNATURE)

**FORM INTERROGATORIES -
UNLAWFUL DETAINER**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):		UNLAWFUL DETAINER ASSISTANT (Check one box): An unlawful detainer assistant <input type="checkbox"/> did <input type="checkbox"/> did not for compensation give advice or assistance with this form. (If one did, state the following): ASSISTANT'S NAME: ADDRESS: TEL. NO.: COUNTY OF REGISTRATION: REGISTRATION NO.: EXPIRES (DATE):	
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF:			
SHORT TITLE:			
FORM INTERROGATORIES—UNLAWFUL DETAINER Asking Party: Answering Party: Set No.:		CASE NUMBER:	

Sec. 1. Instructions to All Parties

(a) These are general instructions. For time limitations, requirements for service on other parties, and other details, see Code of Civil Procedure sections 2030.010-2030.410 and the cases construing those sections.

(b) These interrogatories do not change existing law relating to interrogatories nor do they affect an answering party's right to assert any privilege or objection.

Sec. 2. Instructions to the Asking Party

(a) These interrogatories are designed for optional use in unlawful detainer proceedings.

(b) There are restrictions that generally limit the number of interrogatories that may be asked and the form and use of the interrogatories. For details, read Code of Civil Procedure sections 2030.030-2030.070.

(c) In determining whether to use these or any interrogatories, you should be aware that abuse can be punished by sanctions, including fines and attorney fees. See Code of Civil Procedure section 128.7.

(d) Check the box next to each interrogatory that you want the answering party to answer. Use care in choosing those interrogatories that are applicable to the case.

(e) Additional interrogatories may be attached.

Sec. 3. Instructions to the Answering Party

(a) An answer or other appropriate response must be given to each interrogatory checked by the asking party. Failure to respond to these interrogatories properly can be punished by sanctions, including contempt proceedings, fine, attorneys fees, and the loss of your case. See Code of Civil Procedure sections 128.7 and 2030.300.

(b) As a general rule, within five days after you are served with these interrogatories, you must serve your responses on the asking party and serve copies of your responses on all other parties to the action who have appeared. See Code of Civil Procedure sections 2030.260-2030.270 for details.

(c) Each answer must be as complete and straightforward as the information reasonably available to you permits. If an interrogatory cannot be answered completely, answer it to the extent possible.

(d) If you do not have enough personal knowledge to fully answer an interrogatory, say so, but make a reasonable and good faith effort to get the information by asking other persons or organizations, unless the information is equally available to the asking party.

(e) Whenever an interrogatory may be answered by referring to a document, the document may be attached as an exhibit to the response and referred to in the response. If the document has more than one page, refer to the page and section where the answer to the interrogatory can be found.

(f) Whenever an address and telephone number for the same person are requested in more than one interrogatory, you are required to furnish them in answering only the first interrogatory asking for that information.

(g) Your answers to these interrogatories must be verified, dated, and signed. You may wish to use the following form *at the end of your answers*:

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

(DATE)

(SIGNATURE)

Sec. 4. Definitions

Words in **BOLDFACE CAPITALS** in these interrogatories are defined as follows:

(a) **PERSON** includes a natural person, firm, association, organization, partnership, business, trust, corporation, or public entity.

(b) **PLAINTIFF** includes any **PERSON** who seeks recovery of the **RENTAL UNIT** whether acting as an individual or on someone else's behalf and includes all such **PERSONS** if more than one.

(c) **LANDLORD** includes any **PERSON** who offered the **RENTAL UNIT** for rent and any **PERSON** on whose behalf the **RENTAL UNIT** was offered for rent and their successors in interest. **LANDLORD** includes all **PERSONS** who managed the **PROPERTY** while defendant was in possession.

(d) **RENTAL UNIT** is the premises **PLAINTIFF** seeks to recover.

(e) **PROPERTY** is the building or parcel (including common areas) of which the **RENTAL UNIT** is a part. (For example, if **PLAINTIFF** is seeking to recover possession of apartment number 12 of a 20-unit building, the building is the **PROPERTY** and apartment 12 is the **RENTAL UNIT**. If **PLAINTIFF** seeks possession of cottage number 3 in a five-cottage court or complex, the court or complex is the **PROPERTY** and cottage 3 is the **RENTAL UNIT**.)

(f) **DOCUMENT** means a writing, as defined in Evidence Code section 250, and includes the original or a copy of handwriting, typewriting, printing, photostating, photographing, electronically stored information, and every other means of recording upon any tangible thing and form of communicating or representation, including letters, words, pictures, sounds, or symbols, or combinations of them.

(g) **NOTICE TO QUIT** includes the original or copy of any notice mentioned in Code of Civil Procedure section 1161 or Civil Code section 1946, including a 3-day notice to pay rent and quit the **RENTAL UNIT**, a 3-day notice to perform conditions or covenants or quit, a 3-day notice to quit, and a 30-day notice of termination.

(h) **ADDRESS** means the street address, including the city, state, and zip code.

Sec. 5. Interrogatories

The following interrogatories have been approved by the Judicial Council under section 2033.710 of the Code of Civil Procedure for use in unlawful detainer proceedings:

CONTENTS

- 70.0 General
- 71.0 Notice
- 72.0 Service
- 73.0 Malicious Holding Over
- 74.0 Rent Control and Eviction Control
- 75.0 Breach of Warranty to Provide Habitable Premises
- 76.0 Waiver, Change, Withdrawal, or Cancellation of Notice to Quit
- 77.0 Retaliation and Arbitrary Discrimination
- 78.0 Nonperformance of the Rental Agreement by Landlord
- 79.0 Offer of Rent by Defendant
- 80.0 Deduction from Rent for Necessary Repairs
- 81.0 Fair Market Rental Value

70.0 General

[Either party may ask any applicable question in this section.]

- ☐ 70.1 State the name, **ADDRESS**, telephone number, and relationship to you of each **PERSON** who prepared or assisted in the preparation of the responses to these interrogatories. (Do not identify anyone who simply typed or reproduced the responses.)

- ☐ 70.2 Is **PLAINTIFF** an owner of the **RENTAL UNIT**? If so, state:
- (a) the nature and percentage of ownership interest;
 - (b) the date **PLAINTIFF** first acquired this ownership interest.
- ☐ 70.3 Does **PLAINTIFF** share ownership or lack ownership? If so, state the name, the **ADDRESS**, and the nature and percentage of ownership interest of each owner.
- ☐ 70.4 Does **PLAINTIFF** claim the right to possession other than as an owner of the **RENTAL UNIT**? If so, state the basis of the claim.
- ☐ 70.5 Has **PLAINTIFF'S** interest in the **RENTAL UNIT** changed since acquisition? If so, state the nature and dates of each change.
- ☐ 70.6 Are there other rental units on the **PROPERTY**? If so, state how many.
- ☐ 70.7 During the 12 months before this proceeding was filed, did **PLAINTIFF** possess a permit or certificate of occupancy for the **RENTAL UNIT**? If so, for each state:
- (a) the name and **ADDRESS** of each **PERSON** named on the permit or certificate;
 - (b) the dates of issuance and expiration;
 - (c) the permit or certificate number
- ☐ 70.8 Has a last month's rent, security deposit, cleaning fee, rental agency fee, credit check fee, key deposit, or any other deposit been paid on the **RENTAL UNIT**? If so, for each item state:
- (a) the purpose of the payment;
 - (b) the date paid;
 - (c) the amount;
 - (d) the form of payment;
 - (e) the name of the **PERSON** paying;
 - (f) the name of the **PERSON** to whom it was paid;
 - (g) any **DOCUMENT** which evidences payment and the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
 - (h) any adjustments or deductions including facts.
- ☐ 70.9 State the date defendant first took possession of the **RENTAL UNIT**.
- ☐ 70.10 State the date and all the terms of any rental agreement between defendant and the **PERSON** who rented to defendant.
- ☐ 70.11 For each agreement alleged in the pleadings:
- (a) identify all **DOCUMENTS** that are part of the agreement and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
 - (b) state each part of the agreement not in writing, the name, **ADDRESS**, and telephone number of each **PERSON** agreeing to that provision, and the date that part of the agreement was made;
 - (c) identify all **DOCUMENTS** that evidence each part of the agreement not in writing and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
 - (d) identify all **DOCUMENTS** that are part of each modification to the agreement, and for each state

the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT** (see also §71.5);

- (e) state each modification not in writing, the date, and the name, **ADDRESS**, and telephone number of the **PERSON** agreeing to the modification, and the date the modification was made (see also §71.5).
- (f) identify all **DOCUMENTS** that evidence each modification of the agreement not in writing and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT** (see also §71.5).

- ☐ 70.12 Has any **PERSON** acting on the **PLAINTIFF'S** behalf been responsible for any aspect of managing or maintaining the **RENTAL UNIT** or **PROPERTY**? If so, for each **PERSON** state:
- (a) the name, **ADDRESS**, and telephone number;
 - (b) the dates the **PERSON** managed or maintained the **RENTAL UNIT** or **PROPERTY**;
 - (c) the **PERSON'S** responsibilities.

- ☐ 70.13 For each **PERSON** who occupies any part of the **RENTAL UNIT** (except occupants named in the complaint and occupants' children under 17) state:
- (a) the name, **ADDRESS**, telephone number, and birthdate;
 - (b) the inclusive dates of occupancy;
 - (c) a description of the portion of the **RENTAL UNIT** occupied;
 - (d) the amount paid, the term for which it was paid, and the person to whom it was paid;
 - (e) the nature of the use of the **RENTAL UNIT**;
 - (f) the name, **ADDRESS**, and telephone number of the person who authorized occupancy;
 - (g) how occupancy was authorized, including failure of the **LANDLORD** or **PLAINTIFF** to protest after discovering the occupancy.

- ☐ 70.14 Have you or anyone acting on your behalf obtained any **DOCUMENT** concerning the tenancy between any occupant of the **RENTAL UNIT** and any **PERSON** with an ownership interest or managerial responsibility for the **RENTAL UNIT**? If so, for each **DOCUMENT** state:
- (a) the name, **ADDRESS**, and telephone number of each individual from whom the **DOCUMENT** was obtained;
 - (b) the name, **ADDRESS**, and telephone number of each individual who obtained the **DOCUMENT**;
 - (c) the date the **DOCUMENT** was obtained;
 - (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT** (original or copy).

71.0 Notice

*[If a defense is based on allegations that the 3-day notice or 30-day **NOTICE TO QUIT** is defective in form or content, then either party may ask any applicable question in this section.]*

- ☐ 71.1 Was the **NOTICE TO QUIT** on which **PLAINTIFF** bases this proceeding attached to the complaint? If not, state the contents of this notice.
- ☐ 71.2 State all reasons that the **NOTICE TO QUIT** was served and for each reason:
- (a) state all facts supporting **PLAINTIFF'S** decision to terminate defendant's tenancy;

- (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
- (c) identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

- ☐ 71.3 List all rent payments and rent credits made or claimed by or on behalf of defendant beginning 12 months before the **NOTICE TO QUIT** was served. For each payment or credit state:
- (a) the amount;
 - (b) the date received;
 - (c) the form in which any payment was made;
 - (d) the services performed or other basis for which a credit is claimed;
 - (e) the period covered;
 - (f) the name of each **PERSON** making the payment or earning the credit;
 - (g) the identity of all **DOCUMENTS** evidencing the payment or credit and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

- ☐ 71.4 Did defendant ever fail to pay the rent on time? If so, for each late payment state:
- (a) the date;
 - (b) the amount of any late charge;
 - (c) the identity of all **DOCUMENTS** recording the payment and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

- ☐ 71.5 Since the beginning of defendant's tenancy, has **PLAINTIFF** ever raised the rent? If so, for each rent increase state:
- (a) the date the increase became effective;
 - (b) the amount;
 - (c) the reasons for the rent increase;
 - (d) how and when defendant was notified of the increase;
 - (e) the identity of all **DOCUMENTS** evidencing the increase and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

[See also section 70.11 (d) - (f).]

- ☐ 71.6 During the 12 months before the **NOTICE TO QUIT** was served was there a period during which there was no permit or certificate of occupancy for the **RENTAL UNIT**? If so, for each period state:
- (a) the inclusive dates;
 - (b) the reasons.
- ☐ 71.7 Has any **PERSON** ever reported any nuisance or disturbance at or destruction of the **RENTAL UNIT** or **PROPERTY** caused by defendant or other occupant of the **RENTAL UNIT** or their guests? If so, for each report state:
- (a) a description of the disturbance or destruction;
 - (b) the date of the report;
 - (c) the name of the **PERSON** who reported;
 - (d) the name of the **PERSON** to whom the report was made;
 - (e) what action was taken as a result of the report;
 - (f) the identity of all **DOCUMENTS** evidencing the report and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

- ☐ 71.8 Does the complaint allege violation of a term of a rental agreement or lease (other than nonpayment of rent)? If so, for each covenant:
- (a) identify the covenant breached;
 - (b) state the facts supporting the allegation of a breach;
 - (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
 - (d) identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

- ☐ 71.9 Does the complaint allege that the defendant has been using the **RENTAL UNIT** for an illegal purpose? If so, for each purpose:
- (a) identify the illegal purpose;
 - (b) state the facts supporting the allegations of illegal use;
 - (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
 - (d) identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

[Additional interrogatories on this subject may be found in sections 75.0, 78.0, 79.0, and 80.0.]

72.0 Service

*[If a defense is based on allegations that the **NOTICE TO QUIT** was defectively served, then either party may ask any applicable question in this section.]*

- ☐ 72.1 Does defendant contend (or base a defense or make any allegations) that the **NOTICE TO QUIT** was defectively served? If the answer is "no", do not answer Interrogatories 72.2 through 72.3.
- ☐ 72.2 Does **PLAINTIFF** contend that the **NOTICE TO QUIT** referred to in the complaint was served? If so, state:
- (a) the kind of notice;
 - (b) the date and time of service;
 - (c) the manner of service;
 - (d) the name and **ADDRESS** of the person who served it;
 - (e) a description of any **DOCUMENT** or conversation between defendant and the person who served the notice.
- ☐ 72.3 Did any person receive the **NOTICE TO QUIT** referred to in the complaint? If so, for each copy of each notice state:
- (a) the name of the person who received it;
 - (b) the kind of notice;
 - (c) how it was delivered;
 - (d) the date received;
 - (e) where it was delivered;
 - (f) the identity of all **DOCUMENTS** evidencing the notice and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

73.0 Malicious Holding Over

[If a defendant denies allegations that defendant's continued possession is malicious, then either party may ask any applicable question in this section. Additional questions in section 75.0 may also be applicable.]

- ☐ 73.1 If any rent called for by the rental agreement is unpaid, state the reasons and the facts upon which the reasons are based.
- ☐ 73.2 Has defendant made attempts to secure other premises since the service of the **NOTICE TO QUIT** or since the service of the summons and complaint? If so, for each attempt:
- (a) state all facts indicating the attempt to secure other premises;
 - (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
 - (c) identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

- ☐ 73.3 State the facts upon which **PLAINTIFF** bases the allegation of malice.

74.0 Rent Control and Eviction Control

- ☐ 74.1 Is there an ordinance or other local law in this jurisdiction which limits the right to evict tenants? If your answer is no, you need not answer sections 74.2 through 74.6.
- ☐ 74.2 For the ordinance or other local law limiting the right to evict tenants, state:
- (a) the title or number of the law;
 - (b) the locality.
- ☐ 74.3 Do you contend that the **RENTAL UNIT** is exempt from the eviction provisions of the ordinance or other local law identified in section 74.2? If so, state the facts upon which you base your contention.
- ☐ 74.4 Is this proceeding based on allegations of a need to recover the **RENTAL UNIT** for use of the **LANDLORD** or the landlord's relative? If so, for each intended occupant state:
- (a) the name;
 - (b) the residence **ADDRESSES** from three years ago to the present;
 - (c) the relationship to the **LANDLORD**;
 - (d) all the intended occupant's reasons for occupancy;
 - (e) all rental units on the **PROPERTY** that were vacated within 60 days before and after the date the **NOTICE TO QUIT** was served.
- ☐ 74.5 Is the proceeding based on an allegation that the **LANDLORD** wishes to remove the **RENTAL UNIT** from residential use temporarily or permanently (for example, to rehabilitate, demolish, renovate, or convert)? If so, state:
- (a) each reason for removing the **RENTAL UNIT** from residential use;
 - (b) what physical changes and renovation will be made to the **RENTAL UNIT**;
 - (c) the date the work is to begin and end;
 - (d) the number, date, and type of each permit for the change or work;

- (e) the identity of each **DOCUMENT** evidencing the intended activity (for example, blueprints, plans, applications for financing, construction contracts) and the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

- ☐ 74.6 Is the proceeding based on any ground other than those stated in sections 74.4 and 74.5? If so, for each:
- (a) state each fact supporting or opposing the ground;
 - (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
 - (c) identify all **DOCUMENTS** evidencing the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

75.0 Breach of Warranty to Provide Habitable Premises

[If plaintiff alleges nonpayment of rent and defendant bases his defense on allegations of implied or express breach of warranty to provide habitable residential premises, then either party may ask any applicable question in this section.]

- ☐ 75.1 Do you know of any conditions in violation of state or local building codes, housing codes, or health codes, conditions of dilapidation, or other conditions in need of repair in the **RENTAL UNIT** or on the **PROPERTY** that affected the **RENTAL UNIT** at any time defendant has been in possession? If so, state:
- (a) the type of condition;
 - (b) the kind of corrections or repairs needed;
 - (c) how and when you learned of these conditions;
 - (d) how these conditions were caused;
 - (e) the name, **ADDRESS**, and telephone number of each **PERSON** who has caused these conditions.
- ☐ 75.2 Have any corrections, repairs, or improvements been made to the **RENTAL UNIT** since the **RENTAL UNIT** was rented to defendant? If so, for each correction, repair, or improvement state:
- (a) a description giving the nature and location;
 - (b) the date;
 - (c) the name, **ADDRESS**, and telephone number of each **PERSON** who made the repairs or improvements;
 - (d) the cost;
 - (e) the identity of any **DOCUMENT** evidencing the repairs or improvements;
 - (f) if a building permit was issued, state the issuing agencies and the permit number of your copy.
- ☐ 75.3 Did defendant or any other **PERSON** during 36 months before the **NOTICE TO QUIT** was served or during defendant's possession of the **RENTAL UNIT** notify the **LANDLORD** or his agent or employee about the condition of the **RENTAL UNIT** or **PROPERTY**? If so, for each written or oral notice state:
- (a) the substance;
 - (b) who made it;
 - (c) when and how it was made;
 - (d) the name and **ADDRESS** of each **PERSON** to whom it was made;
 - (e) the name and **ADDRESS** of each person who knows about it;
 - (f) the identity of each **DOCUMENT** evidencing the notice and the name, **ADDRESS**, and telephone number of each **PERSON** who has it;

- (g) the response made to the notice;
- (h) the efforts made to correct the conditions;
- (i) whether the **PERSON** who gave notice was an occupant of the **PROPERTY** at the time of the complaint.

- ☐ 75.4 During the period beginning 36 months before the **NOTICE TO QUIT** was served to the present, was the **RENTAL UNIT** or **PROPERTY** (including other rental units) inspected for dilapidations or defective conditions by a representative of any governmental agency? If so, for each inspection state:
- (a) the date;
 - (b) the reason;
 - (c) the name of the governmental agency;
 - (d) the name, **ADDRESS**, and telephone number of each inspector;
 - (e) the identity of each **DOCUMENT** evidencing each inspection and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
- ☐ 75.5 During the period beginning 36 months before the **NOTICE TO QUIT** was served to the present, did **PLAINTIFF** or **LANDLORD** receive a notice or other communication regarding the condition of the **RENTAL UNIT** or **PROPERTY** (including other rental units) from a governmental agency? If so, for each notice or communication state:
- (a) the date received;
 - (b) the identity of all parties;
 - (c) the substance of the notice or communication;
 - (d) the identity of each **DOCUMENT** evidencing the notice or communication and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
- ☐ 75.6 Was there any corrective action taken in response to the inspection or notice or communication identified in sections 75.4 and 75.5? If so, for each:
- (a) identify the notice or communication;
 - (b) identify the condition;
 - (c) describe the corrective action;
 - (d) identify each **DOCUMENT** evidencing the corrective action and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
- ☐ 75.7 Has the **PROPERTY** been appraised for sale or loan during the period beginning 36 months before the **NOTICE TO QUIT** was served to the present? If so, for each appraisal state:
- (a) the date;
 - (b) the name, **ADDRESS**, and telephone number of the appraiser;
 - (c) the purpose of the appraisal;
 - (d) the identity of each **DOCUMENT** evidencing the appraisal and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
- ☐ 75.8 Was any condition requiring repair or correction at the **PROPERTY** or **RENTAL UNIT** caused by defendant or other occupant of the **RENTAL UNIT** or their guests? If so, state:
- (a) the type and location of condition;
 - (b) the kind of corrections or repairs needed;
 - (c) how and when you learned of these conditions;
 - (d) how and when these conditions were caused;
 - (e) the name, **ADDRESS**, and telephone number of each **PERSON** who caused these conditions;

- (f) the identity of each **DOCUMENT** evidencing the repair (or correction) and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

[See also section 71.0 for additional questions.]

76.0 Waiver, Change, Withdrawal, or Cancellation of Notice to Quit

*[If a defense is based on waiver, change, withdrawal, or cancellation of the **NOTICE TO QUIT**, then either party may ask any applicable question in this section.]*

- ☐ 76.1 Did the **PLAINTIFF** or **LANDLORD** or anyone acting on his or her behalf do anything which is alleged to have been a waiver, change, withdrawal, or cancellation of the **NOTICE TO QUIT**? If so:

- (a) state the facts supporting this allegation;
- (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of these facts;
- (c) identify each **DOCUMENT** that supports the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

- ☐ 76.2 Did the **PLAINTIFF** or **LANDLORD** accept rent which covered a period after the date for vacating the **RENTAL UNIT** as specified in the **NOTICE TO QUIT**? If so:

- (a) state the facts;
- (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
- (c) identify each **DOCUMENT** that supports the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

77.0 Retaliation and Arbitrary Discrimination

[If a defense is based on retaliation or arbitrary discrimination, then either party may ask any applicable question in this section.]

- ☐ 77.1 State all reasons that the **NOTICE TO QUIT** was served or that defendant's tenancy was not renewed and for each reason:

- (a) state all facts supporting **PLAINTIFF'S** decision to terminate or not renew defendant's tenancy;
- (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
- (c) identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

78.0 Nonperformance of the Rental Agreement by Landlord

*[If a defense is based on nonperformance of the rental agreement by the **LANDLORD** or someone acting on the **LANDLORD'S** behalf, then either party may ask any applicable question in this section.]*

- ☐ 78.1 Did the **LANDLORD** or anyone acting on the **LANDLORD'S** behalf agree to make repairs, alterations, or improvements at any time or provide services to the **PROPERTY** or **RENTAL UNIT**? If so, for each agreement state:
- (a) the substance of the agreement;

- (b) when it was made;
- (c) whether it was written or oral;
- (d) by whom and to whom;
- (e) the name and **ADDRESS** of each person who knows about it;
- (f) whether all promised repairs, alterations, or improvements were completed or services provided;
- (g) the reasons for any failure to perform;
- (h) the identity of each **DOCUMENT** evidencing the agreement or promise and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

- ☐ 78.2 Has **PLAINTIFF** or **LANDLORD** or any resident of the **PROPERTY** ever committed disturbances or interfered with the quiet enjoyment of the **RENTAL UNIT** (including, for example, noise, acts which threaten the loss of title to the property or loss of financing, etc.)? If so, for each disturbance or interference, state:
- (a) a description of each act;
 - (b) the date of each act;
 - (c) the name, **ADDRESS**, and telephone number of each **PERSON** who acted;
 - (d) the name, **ADDRESS**, and telephone number of each **PERSON** who witnessed each act and any **DOCUMENTS** evidencing the person's knowledge;
 - (e) what action was taken by the **PLAINTIFF** or **LANDLORD** to end or lessen the disturbance or interference.

79.0 Offer of Rent by Defendant

[If a defense is based on an offer of rent by a defendant which was refused, then either party may ask any applicable question in this section.]

- ☐ 79.1 Has defendant or anyone acting on the defendant's behalf offered any payments to **PLAINTIFF** which **PLAINTIFF** refused to accept? If so, for each offer state:
- (a) the amount;
 - (b) the date;
 - (c) purpose of offer;
 - (d) the manner of the offer;
 - (e) the identity of the person making the offer;
 - (f) the identity of the person refusing the offer;
 - (g) the date of the refusal;
 - (h) the reasons for the refusal.

80.0 Deduction from Rent for Necessary Repairs

[If a defense to payment of rent or damages is based on claim of retaliatory eviction, then either party may ask any applicable question in this section. Additional questions in section 75.0 may also be applicable.]

- ☐ 80.1 Does defendant claim to have deducted from rent any amount which was withheld to make repairs after communication to the **LANDLORD** of the need for the repairs? If the answer is "no", do not answer interrogatories 80.2 through 80.6.
- ☐ 80.2 For each condition in need of repair for which a deduction was made, state:
- (a) the nature of the condition;
 - (b) the location;
 - (c) the date the condition was discovered by defendant;
 - (d) the date the condition was first known by **LANDLORD** or **PLAINTIFF**;

- (e) the dates and methods of each notice to the **LANDLORD** or **PLAINTIFF** of the condition;
- (f) the response or action taken by the **LANDLORD** or **PLAINTIFF** to each notification;
- (g) the cost to remedy the condition and how the cost was determined;
- (h) the identity of any bids obtained for the repairs and any **DOCUMENTS** evidencing the bids.

☐ 80.3 Did **LANDLORD** or **PLAINTIFF** fail to respond within a reasonable time after receiving a communication of a need for repair? If so, for each communication state:

- (a) the date it was made;
- (b) how it was made;
- (c) the response and date;
- (d) why the delay was unreasonable.

☐ 80.4 Was there an insufficient period specified or actually allowed between the time of notification and the time repairs were begun by defendant to allow **LANDLORD** or **PLAINTIFF** to make the repairs? If so, state all facts on which the claim of insufficiency is based.

☐ 80.5 Does **PLAINTIFF** contend that any of the items for which rent deductions were taken were not allowable under law? If so, for each item state all reasons and facts on which you base your contention.

☐ 80.6 Has defendant vacated or does defendant anticipate vacating the **RENTAL UNIT** because repairs were requested and not made within a reasonable time? If so, state all facts on which defendant justifies having vacated the **RENTAL UNIT** or anticipates vacating the rental unit.

81.0 Fair Market Rental Value

*[If defendant denies **PLAINTIFF** allegation on the fair market rental value of the **RENTAL UNIT**, then either party may ask any applicable question in this section. If defendant claims that the fair market rental value is less because of a breach of warranty to provide habitable premises, then either party may also ask any applicable question in section 75.0.]*

☐ 81.1 Do you have an opinion on the fair market rental value of the **RENTAL UNIT**? If so, state:

- (a) the substance of your opinion;
- (b) the factors upon which the fair market rental value is based;
- (c) the method used to calculate the fair market rental value.

☐ 81.2 Has any other **PERSON** ever expressed to you an opinion on the fair market rental value of the **RENTAL UNIT**? If so, for each **PERSON**:

- (a) state the name, **ADDRESS**, and telephone number;
- (b) state the substance of the **PERSON'S** opinion;
- (c) describe the conversation or identify all **DOCUMENTS** in which the **PERSON** expressed an opinion and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

☐ 81.3 Do you know of any current violations of state or local building codes, housing codes, or health codes, conditions of delapidation or other conditions in need of repair in the **RENTAL UNIT** or common areas that have affected the **RENTAL UNIT** at any time defendant has been in possession? If so, state:

- (a) the conditions in need of repair;
- (b) the kind of repairs needed;
- (c) the name, **ADDRESS**, and telephone number of each **PERSON** who caused these conditions.

REQUEST FOR ENTRY OF DEFAULT

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: E-MAIL ADDRESS: ATTORNEY FOR (name):	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
Plaintiff/Petitioner: Defendant/Respondent:	
REQUEST FOR <input type="checkbox"/> Entry of Default <input type="checkbox"/> Clerk's Judgment (Application) <input type="checkbox"/> Court Judgment	CASE NUMBER:
Not for use in actions under the Fair Debt Buying Practices Act (Civ. Code, § 1788.50 et seq.) (see CIV-105)	

1. TO THE CLERK: On the complaint or cross-complaint filed

- a. on (date):
 b. by (name):
 c. ☐ Enter default of defendant (names):
 d. ☐ I request a court judgment under Code of Civil Procedure sections 585(b), 585(c), 989, etc., against defendant (names):

(Testimony required. Apply to the clerk for a hearing date, unless the court will enter a judgment on an affidavit under Code Civ. Proc., § 585(d).)

- e. ☐ Enter clerk's judgment
 (1) ☐ for restitution of the premises only and issue a writ of execution on the judgment. Code of Civil Procedure section 1174(c) does not apply. (Code Civ. Proc., § 1169.)
 ☐ Include in the judgment all tenants, subtenants, named claimants, and other occupants of the premises. The *Prejudgment Claim of Right to Possession* was served in compliance with Code of Civil Procedure section 415.46.
 (2) ☐ under Code of Civil Procedure section 585(a). (Complete the declaration under Code Civ. Proc., § 585.5 on the reverse (item 5).)
 (3) ☐ for default previously entered on (date):

2. Judgment to be entered.	Amount	Credits acknowledged	Balance
a. Demand of complaint	\$	\$	\$
b. Statement of damages*			
(1) Special	\$	\$	\$
(2) General	\$	\$	\$
c. Interest	\$	\$	\$
d. Costs (see reverse)	\$	\$	\$
e. Attorney fees	\$	\$	\$
f. TOTALS	\$	\$	\$

g. **Daily damages** were demanded in complaint at the rate of: \$ _____ per day beginning (date): _____

(* Personal injury or wrongful death actions; Code Civ. Proc., § 425.11.)

3. ☐ (Check if filed in an unlawful detainer case.) Legal document assistant or unlawful detainer assistant information is on the reverse (complete item 4).

Date: _____

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

**FOR COURT
USE ONLY**

- (1) ☐ Default entered as requested on (date):
 (2) ☐ Default NOT entered as requested (state reason):

Clerk, by _____, Deputy

Page 1 of 2

Plaintiff/Petitioner: Defendant/Respondent:	CASE NUMBER:
--	--------------

4. **Legal document assistant or unlawful detainer assistant (Bus. & Prof. Code, § 6400 et seq.).** A legal document assistant or unlawful detainer assistant ☐ did ☐ did not or compensation give advice or assistance with this form. If declarant has received **any** help or advice for pay from a legal document assistant or unlawful detainer assistant, state:
- | | |
|--|----------------------------|
| a. Assistant's name: | c. Telephone no.: |
| b. Street address, city, and zip code: | d. County of registration: |
| | e. Registration no.: |
| | f. Expires on (date): |
5. ☐ **Declaration under Code Civ. Proc., § 585.5** (for entry of default under Code Civ. Proc., § 585(a)). This action
- | | |
|--|--|
| a. <input type="checkbox"/> is <input type="checkbox"/> is not on a contract or installment sale for goods or services subject to Civ. Code, § 1801 et seq. (Unruh Act). | |
| b. <input type="checkbox"/> is <input type="checkbox"/> is not on a conditional sales contract subject to Civ. Code, § 2981 et seq. (Rees-Levering Motor Vehicle Sales and Finance Act). | |
| c. <input type="checkbox"/> is <input type="checkbox"/> is not on an obligation for goods, services, loans, or extensions of credit subject to Code Civ. Proc., § 395(b). | |
6. **Declaration of mailing (Code Civ. Proc., § 587).** A copy of this *Request for Entry of Default* was
- | | |
|---|--|
| a. <input type="checkbox"/> not mailed to the following defendants, whose addresses are unknown to plaintiff or plaintiff's attorney (names): | |
| b. <input type="checkbox"/> mailed first-class, postage prepaid, in a sealed envelope addressed to each defendant's attorney of record or, if none, to each defendant's last known address as follows: | |
| (1) Mailed on (date): | (2) To (specify names and addresses shown on the envelopes): |

I declare under penalty of perjury under the laws of the State of California that the foregoing items 4, 5, and 6 are true and correct.

Date:

(TYPE OR PRINT NAME)	 (SIGNATURE OF DECLARANT)
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7. **Memorandum of costs** (required if money judgment requested). Costs and disbursements are as follows (Code Civ. Proc., § 1033.5):
- | | |
|--------------------------------|----------|
| a. Clerk's filing fees | \$ |
| b. Process server's fees | \$ |
| c. Other (specify): | \$ |
| d. | \$ |
| e. TOTAL | \$ _____ |
- f. ☐ Costs and disbursements are waived.
- g. I am the attorney, agent, or party who claims these costs. To the best of my knowledge and belief this memorandum of costs is correct and these costs were necessarily incurred in this 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 OF DECLARANT)
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8. **Declaration of nonmilitary status** (required for a judgment). No defendant named in item 1c of the application is in the military service as that term is defined by either the Servicemembers Civil Relief Act, 50 U.S.C. App. § 3911(2), or California Military and Veterans Code sections 400 and 402(f).

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 DECLARANT)
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**VERIFICATION BY LANDLORD
REGARDING RENTAL ASSISTANCE -
UNLAWFUL DETAINER**

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: E-MAIL ADDRESS: ATTORNEY FOR (name):		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT:		
VERIFICATION BY LANDLORD REGARDING RENTAL ASSISTANCE—UNLAWFUL DETAINER		
		CASE NUMBER:

This form must be filed by the plaintiff with any request for default judgment in any unlawful detainer action seeking possession of residential property based on nonpayment of rent or any other financial obligation under a lease. It may also be used at other times as appropriate or when requested by a judicial officer.

1. The landlord of the property at issue in this case is (name):
2. All of the following statements are true:
 - a. Landlord has not received rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint in this action.
 - b. Landlord has not received rental assistance or other financial compensation from any other source for rent accruing after the date of the notice underlying the complaint in this action.
 - c. Landlord does not have any pending application for rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint in this action.
 - d. Landlord does not have any pending application for rental assistance or other financial compensation from any other sources for rent accruing after the date of the notice underlying the complaint in this action.

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)

 (TITLE-- provide if signing on behalf of corporation or other business entity)

**VERIFICATION BY LANDLORD REGARDING
 RENTAL ASSISTANCE—UNLAWFUL DETAINER**

For your protection and privacy, please press the Clear
 This Form button after you have printed the form.

Print this form

Save this form

Clear this form

**REQUEST/COUNTER REQUEST
TO SET CASE FOR TRIAL-
UNLAWFUL DETAINER**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX No. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF: DEFENDANT:	
<input type="checkbox"/> REQUEST <input type="checkbox"/> COUNTER-REQUEST TO SET CASE FOR TRIAL—UNLAWFUL DETAINER <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	CASE NUMBER:

1. ☐ **Plaintiff's request.** I represent to the court that all parties have been served with process and have appeared or have had a default or dismissal entered against them. I request that this case be set for trial.
2. **Trial preference.** The premises concerning this case are located at (street address, apartment number, city, zip code, and county):
 - a. ☐ To the best of my knowledge, the right to possession of the premises is still in issue. This case is entitled to legal preference under Code of Civil Procedure section 1179a.
 - b. ☐ To the best of my knowledge, the right to possession of the premises is no longer in issue. No defendant or other person is in possession of the premises.
3. **Jury or nonjury trial.** I request ☐ a jury trial ☐ a nonjury trial.
4. **Estimated length of trial.** I estimate that the trial will take (check one):
 - a. ☐ days (specify number):
 - b. ☐ hours (specify if estimated trial is less than one day):
5. **Trial date.** I am not available on the following dates (specify dates and reasons for unavailability):


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

6. (Complete in all cases.) An unlawful detainer assistant ☐ did not ☐ did for compensation give advice or assistance with this form. (If declarant has received any help or advice for pay from an unlawful detainer assistant, complete a–f.)
 - a. Assistant's name:
 - b. Street address, city, and zip code:
 - c. Telephone no.:
 - d. County of registration:
 - e. Registration no.:
 - f. Expires 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 OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- An unlawful detainer case must be set for trial on a date not later than **20 days after the first request** to set the case for trial is made (Code Civ. Proc., § 1170.5(a)).
- If a jury is requested, \$150 must be deposited with the court 5 days before trial (Code Civ. Proc., § 631).
- Court reporter and interpreter services vary. Check with the court for availability of services and fees charged.
- If you cannot pay the court fees and costs, you may apply for a fee waiver. Ask the court clerk for a fee waiver form.

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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PROOF OF SERVICE BY MAIL

Instructions: After having the parties served by mail with the Request/Counter-Request to Set Case for Trial—Unlawful Detainer, (form UD-150), have the person who mailed the form UD-150 complete this Proof of Service by Mail. An **unsigned** copy of the Proof of Service by Mail should be completed and served with form UD-150. Give the Request/Counter-Request to Set Case for Trial—Unlawful Detainer (form UD-150) and the completed Proof of Service by Mail to the clerk for filing. If you are representing yourself, someone else must mail these papers and sign the Proof of Service by Mail.

1. I am over the age of 18 and **not a party to this case**. I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is (specify):

3. I served the *Request/Counter-Request to Set Case for Trial—Unlawful Detainer* (form UD-150) by enclosing a copy in an envelope addressed to each person whose name and address are shown below AND
 - a. ☐ **depositing** the sealed envelope in the United States mail on the date and at the place shown in item 3c with the postage fully prepaid.
 - b. ☐ **placing** the envelope for collection and mailing on the date and at the place shown in item 3c following 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.
 - c. (1) Date mailed:
 - (2) Place mailed (city and state):

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 PERSON WHO MAILED FORM UD-150)
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NAME AND ADDRESS OF EACH PERSON TO WHOM NOTICE WAS MAILED

	Name	Address (number, street, city, and zip code)
4.		
5.		
6.		
7.		
8.		
9.		

☐ List of names and addresses continued on a separate attachment or form MC-025, titled Attachment to Proof of Service by Mail.

**DECLARATION FOR DEFAULT
JUDGMENT BY COURT**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): </div> <div style="width: 45%;"> FAX NO. (Optional): </div> </div>	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF (Name): DEFENDANT (Name):	
DECLARATION FOR DEFAULT JUDGMENT BY COURT (Unlawful Detainer—Code Civil Proc., § 585(d))	CASE NUMBER:

1. My name is (specify):
 - a. ☐ I am the plaintiff in this action.
 - b. I am

(1) <input type="checkbox"/> an owner of the property	(3) <input type="checkbox"/> an agent of the owner
(2) <input type="checkbox"/> a manager of the property	(4) <input type="checkbox"/> other (specify):

2. The property concerning this action is located at (street address, apartment number, city, and county):

3. Personal knowledge. I personally know the facts stated in this declaration and, if sworn as a witness, could testify competently thereto. I am personally familiar with the rental or lease agreement, defendant's payment record, the condition of the property, and defendant's conduct.

4. Agreement was ☐ written ☐ oral as follows:
 - a. On or about (date): _____ defendant (name each): _____
 - (1) agreed to rent the property for a ☐ month-to-month tenancy ☐ other tenancy (specify):
 - (2) agreed to pay rent of \$ _____ payable ☐ monthly ☐ other (specify frequency):
with rent due on the ☐ first of the month ☐ other day (specify):
 - b. ☐ Original agreement is attached (specify): ☐ to the original complaint.
☐ to the Application for Immediate Writ of Possession. ☐ to this declaration, labeled Exhibit 4b.
 - c. ☐ Copy of agreement with a declaration and order to admit the copy is attached (specify):
☐ to the Application for Immediate Writ of Possession. ☐ to this declaration, labeled Exhibit 4c.

5. ☐ Agreement changed.
 - a. ☐ More than one change in rent amount (specify history of all rent changes and effective dates up to the last rent change) on Attachment 5a (form MC-025).
 - b. ☐ Change in rent amount (specify last rent change). The rent was changed from \$ _____ to \$ _____, which became effective on (date): _____ and was made
 - (1) ☐ by agreement of the parties and subsequent payment of such rent.
 - (2) ☐ by service on defendant of a notice of change in terms pursuant to Civil Code section 827 (check item 5d).
 - (3) ☐ pursuant to a written agreement of the parties for change in terms (check item 5e or 5f).
 - c. ☐ Change in rent due date. Rent was changed, payable in advance, due on (specify day):
 - d. ☐ A copy of the notice of change in terms is attached to this declaration, labeled Exhibit 5d.
 - e. ☐ Original agreement for change in terms is attached (specify): ☐ to the original complaint.
☐ to the Application for Immediate Writ of Possession. ☐ to this declaration, labeled Exhibit 5e.
 - f. ☐ Copy of agreement for change in terms with a declaration and order to admit the copy is attached (specify):
☐ to the Application for Immediate Writ of Possession. ☐ to this declaration, labeled Exhibit 5f.

PLAINTIFF (Name): DEFENDANT (Name):	CASE NUMBER:
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6. Notice to quit.

- a. ☐ Defendant was served with a
- (1) ☐ 3-day notice to pay rent or quit (4) ☐ 3-day notice to quit
 (2) ☐ 3-day notice to perform covenants or quit (5) ☐ 30-day notice to quit
 (3) ☐ Other (specify): (6) ☐ 60-day notice to quit
- b. ☐ The 3-day notice to pay rent or quit demanded rent due in the amount of (specify): \$ _____ for the rental period beginning on (date) _____ and ending on (date) _____
- c. ☐ The total rent demanded in the 3-day notice under item 6b is different from the agreed rent in item 4a(2) (specify history of dates covered by the 3-day notice and any partial payments received to arrive at the balance) on Attachment 6c (form MC-025).
- d. ☐ The original or copy of the notice specified in item 6a is attached to (specify): ☐ the original complaint.
☐ this declaration, labeled Exhibit 6d. (The original or a copy of the notice MUST be attached to this declaration if not attached to the original complaint.)

7. Service of notice.

- a. The notice was served on defendant (name each):
- (1) ☐ personally on (date):
 (2) ☐ by substituted service, including a copy mailed to the defendant on (date):
 (3) ☐ by posting and mailing on (date mailed):
- b. ☐ A prejudgment claim of right to possession was served on the occupants pursuant to Code of Civil Procedure section 415.46.

8. Proof of service of notice. The original or copy of the proof of service of the notice in item 6a is attached to (specify):

- a. ☐ the original complaint.
- b. ☐ this declaration, labeled Exhibit 8b. (The original or copy of the proof of service MUST be attached to this declaration if not attached to the original complaint.)

9. Notice expired. On (date): _____ the notice in item 6 expired at the end of the day and defendant failed to comply with the requirements of the notice by that date. No money has been received and accepted after the notice expired.

10. The fair rental value of the property is \$ _____ per day, calculated as follows:

- a. ☐ (rent per month) x (0.03288) (12 months divided by 365 days)
- b. ☐ rent per month divided by 30
- c. ☐ other valuation (specify): _____

11. Possession. The defendant

- a. ☐ vacated the premises on (date): _____
- b. ☐ continues to occupy the property on (date of this declaration): _____

12. ☐ Holdover damages. Declarant has calculated the holdover damages as follows:

- a. Damages demanded in the complaint began on (date): _____
- b. Damages accrued through (date specified in item 11): _____
- c. Number of days that damages accrued (count days using the dates in items 12a and 12b): _____
- d. Total holdover damages ((daily rental value in item 10) x (number of days in item 12c)): \$ _____

13. ☐ Reasonable attorney fees are authorized in the lease or rental agreement pursuant to paragraph (specify): _____ and reasonable attorney fees for plaintiff's attorney (name): _____ are \$ _____14. ☐ Court costs in this case, including the filing fee, are \$ _____

PLAINTIFF (Name): DEFENDANT (Name):	CASE NUMBER:
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15. ☐ Declarant requests a judgment on behalf of plaintiff for:

a. ☐ A money judgment as follows:

(1) <input type="checkbox"/> Past-due rent (item 6b)	\$	
(2) <input type="checkbox"/> Holdover damages (item 12d)	\$	
(3) <input type="checkbox"/> Attorney fees (item 13)*	\$	
(4) <input type="checkbox"/> Costs (item 14)	\$	
(5) <input type="checkbox"/> Other (specify): _____	\$	
(6) TOTAL JUDGMENT	\$	

☐ * Attorney fees are to be paid by (name) only.

b. ☐ Possession of the premises in item 2 (check only if a clerk's judgment for possession was **not** entered).

c. ☐ Cancellation of the rental agreement. ☐ Forfeiture of the lease.

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 DECLARANT)

Summary of Exhibits

16. ☐ Exhibit 4b: Original rental agreement.
17. ☐ Exhibit 4c: Copy of rental agreement with declaration and order to admit the copy.
18. ☐ Exhibit 5d: Copy of notice of change in terms.
19. ☐ Exhibit 5e: Original agreement for change of terms.
20. ☐ Exhibit 5f: Copy of agreement for change in terms with declaration and order to admit copy.
21. ☐ Exhibit 6d: Original or copy of the notice to quit under item 6a (*MUST be attached to this declaration if it is not attached to original complaint*).
22. ☐ Exhibit 8b: Original or copy of proof of service of notice in item 6a (*MUST be attached to this declaration if it is not attached to original complaint*).
23. ☐ Other exhibits (specify number and describe):

DECLARATION FOR DEFAULT JUDGMENT BY COURT (Unlawful Detainer—Code Civ. Proc., § 585(d))

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form

Save this form

Clear this form

**STIPULATION FOR ENTRY
OF JUDGMENT -
UNLAWFUL DETAINER**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and state Bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF: DEFENDANT:	
STIPULATION FOR ENTRY OF JUDGMENT (Unlawful Detainer)	
CASE NUMBER:	

1. IT IS STIPULATED by plaintiff (name each): _____ and
 defendant (name each): _____

2. ☐ Plaintiff ☐ Defendant (specify name): _____ is awarded
 - a. ☐ possession of the premises located at (street address, apartment number, city, and county): _____

 - b. ☐ cancellation of the rental agreement. ☐ forfeiture of the lease.
 - c. ☐ past due rent \$ _____
 - d. ☐ total holdover damages \$ _____
 - e. ☐ attorney fees \$ _____
 - f. ☐ costs \$ _____
 - g. ☐ deposit of \$ _____ ☐ See item 3.
 - h. ☐ other (specify): _____
 - i. Total \$ _____ to be paid by ☐ (date): _____ ☐ installment payments (see item 5)

3. ☐ Deposit. If not awarded under item 2g, then plaintiff must
 - a. ☐ return deposit of \$ _____ to defendant by (date): _____
 - b. ☐ give an itemized deposit statement to defendant within three weeks after defendant vacates the premises (Civ. Code, § 1950.5).
 - c. ☐ mail the ☐ deposit ☐ itemized statement to the defendant at (mailing address): _____

4. ☐ A writ of possession will issue immediately, but there will be no lockout before (date): _____

5. ☐ AGREEMENT FOR INSTALLMENT PAYMENTS
 - a. Defendant agrees to pay \$ _____ on the (specify day) _____ day of each month beginning on (specify date) _____ until paid in full.
 - b. If any payment is more than (specify) _____ days late, the entire amount in item 2i will become immediately due and payable plus interest at the legal rate.

6.
 - a. ☐ Judgment will be entered now.
 - b. ☐ Judgment will be entered only upon default of payment of the amount in item 2i or the payment arrangement in item 5a. The case is calendared for dismissal on (date and time) _____ in _____ department (specify) _____ unless plaintiff or defendant otherwise notifies the court.
 - c. ☐ Judgment will be entered as stated in Judgment—Unlawful Detainer Attachment (form UD-110S), which is attached.
 - d. ☐ Judgment will be entered as stated in item 7.

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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7. ☐ Plaintiff and defendant further stipulate as follows (*specify*):

8. a. The parties named in item 1 understand that they have the right to (1) have an attorney present and (2) receive notice of and have a court hearing about any default in the terms of this stipulation.

b. Date: _____

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

☐ Continued on *Attachment 8b* (form MC-025).

c. Date: _____

(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)

☐ Continued on *Attachment 8c* (form MC-025).

9. IT IS SO ORDERED.

Date: _____

JUDICIAL OFFICER

JUDGMENT - UNLAWFUL DETAINER

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF: DEFENDANT:	
<div style="text-align: center;">JUDGMENT—UNLAWFUL DETAINER</div> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> By Clerk</div> <div><input type="checkbox"/> By Default</div> <div><input type="checkbox"/> After Court Trial</div> </div> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> By Court</div> <div><input type="checkbox"/> Possession Only</div> <div><input type="checkbox"/> Defendant Did Not Appear at Trial</div> </div>	
CASE NUMBER:	

JUDGMENT

1. ☐ **BY DEFAULT**
- a. Defendant was properly served with a copy of the summons and complaint.
 - b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
 - c. Defendant's default was entered by the clerk upon plaintiff's application.
 - d. ☐ **Clerk's Judgment** (Code Civ. Proc., § 1169). For possession only of the premises described on page 2 (item 4).
 - e. ☐ **Court Judgment** (Code Civ. Proc., § 585(b)). The court considered
 - (1) ☐ plaintiff's testimony and other evidence.
 - (2) ☐ plaintiff's or others' written declaration and evidence (Code Civ. Proc., § 585(d)).
2. ☐ **AFTER COURT TRIAL.** The jury was waived. The court considered the evidence.
- a. The case was tried on (date and time):
before (name of judicial officer):
 - b. Appearances by:

☐ Plaintiff (name each):

☐ Plaintiff's attorney (name each):

(1)

(2)
- ☐ Continued on Attachment 2b (form MC-025).
- ☐ Defendant (name each):

☐ Defendant's attorney (name each):
- (1)
- (2)
- ☐ Continued on Attachment 2b (form MC-025).
- c. ☐ Defendant did not appear at trial. Defendant was properly served with notice of trial.
 - d. ☐ A statement of decision (Code Civ. Proc., § 632) ☐ was not ☐ was requested.

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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JUDGMENT IS ENTERED AS FOLLOWS BY:

☐ THE COURT☐ THE CLERK3. **Parties.** Judgment isa. ☐ for plaintiff (*name each*):and against defendant (*name each*):☐ Continued on *Attachment 3a* (form MC-025).b. ☐ for defendant (*name each*):4. ☐ Plaintiff ☐ Defendant is entitled to possession of the premises located at (*street address, apartment, city, and county*):5. ☐ Judgment applies to all occupants of the premises including tenants, subtenants if any, and named claimants if any (Code Civ. Proc., §§ 715.010, 1169, and 1174.3).6. **Amount and terms of judgment**a. ☐ Defendant named in item 3a above must pay plaintiff on the complaint:b. ☐ Plaintiff is to receive nothing from defendant named in item 3b.

(1) <input type="checkbox"/> Past-due rent	\$
(2) <input type="checkbox"/> Holdover damages	\$
(3) <input type="checkbox"/> Attorney fees	\$
(4) <input type="checkbox"/> Costs	\$
(5) <input type="checkbox"/> Other (<i>specify</i>):	\$
(6) TOTAL JUDGMENT	\$

☐ Defendant named in item 3b is to recover costs: \$
☐ and attorney fees: \$
c. ☐ The rental agreement is canceled. ☐ The lease is forfeited.7. ☐ **Conditional judgment.** Plaintiff has breached the agreement to provide habitable premises to defendant as stated in *Judgment—Unlawful Detainer Attachment* (form UD-110S), which is attached.8. ☐ Other (*specify*):☐ Continued on *Attachment 8* (form MC-025).

Date:

JUDICIAL OFFICER

Date:

Clerk, by _____, Deputy

(SEAL)

CLERK'S CERTIFICATE (*Optional*)

I certify that this is a true copy of the original judgment on file in the court.

Date:

Clerk, by _____, Deputy

WRIT OF EXECUTION

ATTORNEY OR PARTY WITHOUT ATTORNEY: _____ STATE BAR NO.: _____ NAME: _____ FIRM NAME: _____ STREET ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____ TELEPHONE NO.: _____ FAX NO.: _____ EMAIL ADDRESS: _____ ATTORNEY FOR (name): _____ <input type="checkbox"/> ATTORNEY FOR <input type="checkbox"/> ORIGINAL JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____ STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____	
PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____	CASE NUMBER: _____
<input type="checkbox"/> EXECUTION (Money Judgment) WRIT OF <input type="checkbox"/> POSSESSION OF <input type="checkbox"/> Personal Property <input type="checkbox"/> SALE <input type="checkbox"/> Real Property	<input type="checkbox"/> Limited Civil Case (including Small Claims) <input type="checkbox"/> Unlimited Civil Case (including Family and Probate)

1. To the Sheriff or Marshal of the County of:

You are directed to enforce the judgment described below with daily interest and your costs as provided by law.

2. To any registered process server: You are authorized to serve this writ only in accordance with CCP 699.080 or CCP 715.040.

3. (Name):

 is the ☐ original judgment creditor ☐ assignee of record whose address is shown on this form above the court's name.

4. Judgment debtor (name, type of legal entity if not a natural person, and last known address):
9. ☐ Writ of Possession/Writ of Sale information on next page.
10. ☐ This writ is issued on a sister-state judgment.
For items 11–17, see form MC-012 and form MC-013-INFO.
11. Total judgment (as entered or renewed) \$ _____
12. Costs after judgment (CCP 685.090) \$ _____
13. Subtotal (add 11 and 12) \$ _____
14. Credits to principal (after credit to interest) \$ _____
15. Principal remaining due (subtract 14 from 13) \$ _____
16. Accrued interest remaining due per CCP 685.050(b) (not on GC 6103.5 fees) \$ _____
17. Fee for issuance of writ (per GC 70626(a)(l)) \$ _____
18. Total amount due (add 15, 16, and 17) \$ _____
19. Levying officer:

a. Add daily interest from date of writ (at the legal rate on 15) (not on GC 6103.5 fees) \$ _____

b. Pay directly to court costs included in 11 and 17 (GC 6103.5, 68637; CCP 699.520(j)) \$ _____

20. ☐ The amounts called for in items 11–19 are different for each debtor. These amounts are stated for each debtor on Attachment 20.
5. Judgment entered on (date):

(See type of judgment in item 22.)

6. ☐ Judgment renewed on (dates):
7. Notice of sale under this writ:

 a. ☐ has not been requested.

 b. ☐ has been requested (see next page).

8. ☐ Joint debtor information on next page.

[SEAL]

Date: _____ Clerk, by _____, Deputy

NOTICE TO PERSON SERVED: SEE PAGE 3 FOR IMPORTANT INFORMATION.

Page 1 of 3

Plaintiff/Petitioner:

CASE NUMBER:

Defendant/Respondent:

21. ☐ Additional judgment debtor(s) (*name, type of legal entity if not a natural person, and last known address*):

22. The judgment is for (*check one*):

- a. ☐ wages owed.
 b. ☐ child support or spousal support.
 c. ☐ other.

23. ☐ Notice of sale has been requested by (*name and address*):

24. ☐ Joint debtor was declared bound by the judgment (CCP 989-994)

- | | |
|--|--|
| a. <i>on (date):</i> | a. <i>on (date):</i> |
| b. name, type of legal entity if not a natural person, and last known address of joint debtor: | b. name, type of legal entity if not a natural person, and last known address of joint debtor: |

- c. ☐ Additional costs against certain joint debtors are itemized: ☐ below ☐ on Attachment 24c.

25. ☐ (Writ of Possession or Writ of Sale) **Judgment** was entered for the following:

- a. ☐ Possession of real property: The complaint was filed on (*date*):
 (*Check (1) or (2). Check (3) if applicable. Complete (4) if (2) or (3) have been checked.*)
- (1) ☐ The *Prejudgment Claim of Right to Possession* was served in compliance with CCP 415.46. The judgment includes all tenants, subtenants, named claimants, and other occupants of the premises.
- (2) ☐ The *Prejudgment Claim of Right to Possession* was NOT served in compliance with CCP 415.46.
- (3) ☐ The unlawful detainer resulted from a foreclosure sale of a rental housing unit. (An occupant not named in the judgment may file a *Claim of Right to Possession* at any time up to and including the time the levying officer returns to effect eviction, regardless of whether a *Prejudgment Claim of Right to Possession* was served.) (*See CCP 415.46 and 1174.3(a)(2).*)
- (4) If the unlawful detainer resulted from a foreclosure (item 25a(3)), or if the *Prejudgment Claim of Right to Possession* was not served in compliance with CCP 415.46 (item 25a(2)), answer the following:
- (a) The daily rental value on the date the complaint was filed was \$
- (b) The court will hear objections to enforcement of the judgment under CCP 1174.3 on the following dates (*specify*):

Item 25 continued on next page

Plaintiff/Petitioner:
Defendant/Respondent:

CASE NUMBER:

25. b. ☐ Possession of personal property.
☐ If delivery cannot be had, then for the value (*itemize in 25e*) specified in the judgment or supplemental order.
- c. ☐ Sale of personal property.
- d. ☐ Sale of real property.
- e. The property is described ☐ below ☐ on Attachment 25e.

NOTICE TO PERSON SERVED

WRIT OF EXECUTION OR SALE. Your rights and duties are indicated on the accompanying *Notice of Levy* (form EJ-150).

WRIT OF POSSESSION OF PERSONAL PROPERTY. If the levying officer is not able to take custody of the property, the levying officer will demand that you turn over the property. If custody is not obtained following demand, the judgment may be enforced as a money judgment for the value of the property specified in the judgment or in a supplemental order.

WRIT OF POSSESSION OF REAL PROPERTY. If the premises are not vacated within five days after the date of service on the occupant or, if service is by posting, within five days after service on you, the levying officer will remove the occupants from the real property and place the judgment creditor in possession of the property. Except for a mobile home, personal property remaining on the premises will be sold or otherwise disposed of in accordance with CCP 1174 unless you or the owner of the property pays the judgment creditor the reasonable cost of storage and takes possession of the personal property not later than 15 days after the time the judgment creditor takes possession of the premises.

EXCEPTION IF RENTAL HOUSING UNIT WAS FORECLOSED. If the residential property that you are renting was sold in a foreclosure, you have additional time before you must vacate the premises. If you have a lease for a fixed term, such as for a year, you may remain in the property until the term is up. If you have a periodic lease or tenancy, such as from month-to-month, you may remain in the property for 90 days after receiving a notice to quit. A blank form *Claim of Right to Possession and Notice of Hearing* (form CP10) accompanies this writ. You may claim your right to remain on the property by filling it out and giving it to the sheriff or levying officer.

EXCEPTION IF YOU WERE NOT SERVED WITH A FORM CALLED PREJUDGMENT CLAIM OF RIGHT TO POSSESSION. If you were not named in the judgment for possession and you occupied the premises on the date on which the unlawful detainer case was filed, you may object to the enforcement of the judgment against you. You must complete the form *Claim of Right to Possession and Notice of Hearing* (form CP10) and give it to the sheriff or levying officer. A blank form accompanies this writ. You have this right whether or not the property you are renting was sold in a foreclosure.

REQUEST FOR DISMISSAL

ATTORNEY OR PARTY WITHOUT ATTORNEY: _____ STATE BAR NO: _____ NAME: _____ FIRM NAME: _____ STREET ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____ TELEPHONE NO.: _____ FAX NO.: _____ E-MAIL ADDRESS: _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____	
Plaintiff/Petitioner: _____ Defendant/Respondent: _____	
REQUEST FOR DISMISSAL	CASE NUMBER: _____
A conformed copy will not be returned by the clerk unless a method of return is provided with the document.	
This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)	

1. TO THE CLERK: Please **dismiss** this action as follows:

- a. (1) ☐ With prejudice (2) ☐ Without prejudice
 b. (1) ☐ Complaint (2) ☐ Petition
 (3) ☐ Cross-complaint filed by (name): _____
 (4) ☐ Cross-complaint filed by (name): _____
 (5) ☐ Entire action of all parties and all causes of action
 (6) ☐ Other (specify):*

on (date): _____

on (date): _____

2. (Complete in all cases except family law cases.)

The court ☐ did ☐ did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: _____

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

(SIGNATURE)

Attorney or party without attorney for:

- ☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date: _____

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

(SIGNATURE)

Attorney or party without attorney for:

- ☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross Complainant

(To be completed by clerk)

4. ☐ Dismissal entered as requested on (date): _____

5. ☐ Dismissal entered on (date): _____ as to only (name): _____

6. ☐ Dismissal **not entered** as requested for the following reasons (specify): _____

7. a. ☐ Attorney or party without attorney notified on (date): _____

- b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
☐ a copy to be conformed ☐ means to return conformed copy

Date: _____

Clerk, by _____, Deputy

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Plaintiff/Petitioner: Defendant/Respondent:	CASE NUMBER:
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COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name)*:
2. The person named in item 1 is *(check one below)*:
 - a. ☐ not recovering anything of value by this action.
 - b. ☐ recovering less than \$10,000 in value by this action.
 - c. ☐ recovering \$10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. ☐ All court fees and court costs that were waived in this action have been paid to the court *(check one)*: Yes No

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

Date: _____

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)

(SIGNATURE)