



**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
SELF-HELP CENTER**

**[www.occourts.org](http://www.occourts.org)**

**CIVIL COMPLAINT  
BREACH OF CONTRACT**

**All documents must be typed or printed neatly.**

**Please use black ink.**

**Self-Help Center Locations:**

Lamoreaux Justice Center

1<sup>st</sup> Floor

341 The City Drive

Orange, CA



Central Justice Center

Room G-100

700 Civic Center Drive

Santa Ana, CA



Superior Court

Service Center

27573 Puerta Real

Mission Viejo, CA

Harbor Justice Center

Room 150

4601 Jamboree Rd

Newport Beach, CA

North Justice Center

Room 360

1275 N. Berkeley Ave.

Fullerton, CA



**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE  
CIVIL CASE TIME SCHEDULE**

| <b>UNLIMITED (OVER \$25,000)</b>  |  |  |   |
|-----------------------------------|--|--|---|
| <b>Day</b>                        | <b>Event</b>   | <b>Comment</b>   | <b>Authority</b>                              |
| 1                                 | Complaint filed with Civil Case Cover Sheet                        | Judicial Officer is assigned for all purposes.   | SCOC rule 303<br>CRC 3.220                    |
| Varies                            | Request for Entry of Default filed.                                | 10 days after expiration of response time.   | CRC 3.110(g)                                  |
| Varies                            | Deadline for filing responsive pleading                            | Parties may stipulate to 15 day extension.   | CRC 3.110                                     |
| Varies                            | Service of cross-complaint that names new parties                  | Proof of service filed within 30 days of filing of cross-complaint.  | CRC 3.110(c)                                  |
| 60                                | Deadline for filing proof(s) of service on the complaint.          | Failure to meet deadline may result in the court scheduling an Order to Show Cause Hearing.  | CRC 3.110(b)                                  |
| Varies                            | Meet and Confer  | Parties must meet and confer within 20 days after service of the responsive pleading. Joint Meet and Confer Statement (local form #L-964) must be filed within 30 days after service of the responsive pleading. | SCOC rule 315<br>CRC 3.724                    |
| Anytime                           | Stipulation to Arbitration, Mediation, or Early Neutral Evaluation |  | SCOC rule 360                                 |
| 180                               | Deadline for Case Management Conference and Case Management Order  | Court must give minimum of 45 days notice. Parties must file Case Management Statement 15 calendar days <u>prior</u> to hearing (Judicial Council Form #CM-110).   | CRC 3.722(b)<br>SCOC rule 317<br>CRC 3.725(a) |
| Varies                            | Mandatory Settlement Conference                                    | May be scheduled at the Case Management Conference. Settlement Conference Statement (local form #L-52) lodged 5 court days prior to Mandatory Settlement Conference.   | SCOC rule 316                                 |
| 10 days prior to trial            | Issue Conference and trial related documents                       | Counsel required to meet and confer. Statement of Compliance and trial related documents (local form #L-81) submitted by noon, Friday prior to trial.  | SCOC rule 317                                 |
| <b>LIMITED (\$25,000 OR LESS)</b> |  |  |   |
| 1                                 | Complaint filed with Civil Case Cover Sheet                        |  | CRC 3.220                                     |
| Varies                            | Request for Entry of Default filed.                                | 10 days after expiration of response time.   | CRC 3.110(g)                                  |
| Varies                            | Deadline for filing responsive pleading                            | Parties may stipulate to 15 day extension.   | CRC 3.110                                     |
| Varies                            | Service of cross-complaint that names new parties.                 | Proof of service filed within 30 days of filing of cross-complaint.  | CRC 3.110(c)                                  |
| Varies                            | File At-Issue Memorandum For Trial Setting (local form #L-31)      | May be filed when the case is at issue any time before the Case Management Conference. Case Management Conference will be taken off calendar.  | SCOC rule 339                                 |
| 60                                | Deadline for filing proof(s) of service on the complaint           | Failure to meet deadline may result in the court scheduling an Order to Show Cause Hearing.  | CRC 3.110(b)                                  |
| Varies                            | Meet and Confer  | Parties must meet no later than 30 calendar days before the Case Management Conference.  | CRC 3.724                                     |
| 180                               | Deadline for Case Management Conference and Case Management Order  | Court must give minimum of 45 days notice. Parties must file Case Management Statement 15 calendar days <u>prior</u> to hearing (Judicial Council Form #CM-110).   | CRC 3.722(b)<br>SCOC rule 321<br>CRC 3.725(a) |
| Varies                            | Pretrial Settlement Conference                                     | May be set by the court when jury trial or court trial is estimated to last one day or more. Parties must submit a Pretrial Conference Brief/Statement at the time of the conference.                            | SCOC rule 332                                 |

Note: Superior Court of Orange County is abbreviated as "SCOC"

|   |  |
|---|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):<br><br>TELEPHONE NO.: _____ FAX NO.: _____<br>ATTORNEY FOR (Name): _____  | <b>FOR COURT USE ONLY</b>  |
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b><br>STREET ADDRESS:<br>MAILING ADDRESS:<br>CITY AND ZIP CODE:<br>BRANCH NAME:   |  |
| CASE NAME:  |  |
| <b>CIVIL CASE COVER SHEET</b><br><input type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less) | <b>Complex Case Designation</b><br><input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b><br>Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) |
|   | CASE NUMBER:<br><br>JUDGE:<br><br>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:

|  |  |  |
|--|--|--|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)<br><b>Non-PI/PD/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35)<br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b><br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint ( <i>not specified above</i> ) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition ( <i>not specified above</i> ) (43) |
|--|--|--|

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.

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**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  
(CITACION JUDICIAL)**

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

**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 30 days. Read the information below.

You have 30 CALENDAR DAYS 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.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. 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 Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **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!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. 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](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. 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. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte 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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor 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 desechar el caso.

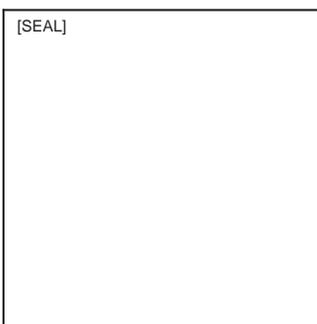
The name and address of the court is:  
(El nombre y dirección de la corte es):

CASE NUMBER:  
(Número del Caso):

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):

DATE: \_\_\_\_\_ Clerk, by \_\_\_\_\_, Deputy  
(Fecha) (Secretario) (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, (POS-010)).



**NOTICE TO THE PERSON SERVED:** You are served

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify):
  - under:  CCP 416.10 (corporation)  CCP 416.60 (minor)
  - CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)
  - CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)
  - other (specify):
4.  by personal delivery on (date):



|              |              |
|--------------|--------------|
| SHORT TITLE: | CASE NUMBER: |
|--------------|--------------|

4. (Continued)
- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1)  Doe defendants (*specify Doe numbers*): \_\_\_\_\_ were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2)  Doe defendants (*specify Doe numbers*): \_\_\_\_\_ are persons whose capacities are unknown to plaintiff.
- c.  Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d.  Defendants who are joined under Code of Civil Procedure section 382 are (*names*):

5.  Plaintiff is required to comply with a claims statute, **and**
- a.  has complied with applicable claims statutes, *or*
- b.  is excused from complying because (*specify*):

6.  This action is subject to  Civil Code section 1812.10  Civil Code section 2984.4.

7. This court is the proper court because
- a.  a defendant entered into the contract here.
- b.  a defendant lived here when the contract was entered into.
- c.  a defendant lives here now.
- d.  the contract was to be performed here.
- e.  a defendant is a corporation or unincorporated association and its principal place of business is here.
- f.  real property that is the subject of this action is located here.
- g.  other (*specify*):

8. The following causes of action are attached and the statements above apply to each (*each complaint must have one or more causes of action attached*):

- Breach of Contract
- Common Counts
- Other (*specify*):

9.  Other allegations:

10. **Plaintiff prays** for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a.  damages of: \$
- b.  interest on the damages
- (1)  according to proof
- (2)  at the rate of (*specify*): \_\_\_\_\_ percent per year from (*date*):
- c.  attorney's fees
- (1)  of: \$
- (2)  according to proof.
- d.  other (*specify*):

11.  The paragraphs of this pleading alleged on information and belief are as follows (*specify paragraph numbers*):

Date:

\_\_\_\_\_ ▶ \_\_\_\_\_

(TYPE OR PRINT NAME) (SIGNATURE OF PLAINTIFF OR ATTORNEY)

*(If you wish to verify this pleading, affix a verification.)*

|              |              |
|--------------|--------------|
| SHORT TITLE: | CASE NUMBER: |
|--------------|--------------|

**CAUSE OF ACTION—Breach of Contract**

\_\_\_\_\_  
(number)  
 ATTACHMENT TO  Complaint  Cross - Complaint  
*(Use a separate cause of action form for each cause of action.)*

BC-1. Plaintiff *(name)*:

alleges that on or about *(date)*:

a  written  oral  other *(specify)*:  
 agreement was made between *(name parties to agreement)*:

A copy of the agreement is attached as Exhibit A, or  
 The essential terms of the agreement  are stated in Attachment BC-1  are as follows *(specify)*:

BC-2. On or about *(dates)*:  
 defendant breached the agreement by  the acts specified in Attachment BC-2  the following acts  
*(specify)*:

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement  
 as stated in Attachment BC-4  as follows *(specify)*:

BC-5.  Plaintiff is entitled to attorney fees by an agreement or a statute  
 of \$  
 according to proof.

BC-6.  Other:

|              |              |
|--------------|--------------|
| SHORT TITLE: | CASE NUMBER: |
|--------------|--------------|

**CAUSE OF ACTION—Common Counts**

\_\_\_\_\_ (number)

ATTACHMENT TO  Complaint  Cross - Complaint

*(Use a separate cause of action form for each cause of action.)*

CC-1. Plaintiff (*name*):

alleges that defendant (*name*):

became indebted to  plaintiff  other (*name*):

- a.  within the last four years
  - (1)  on an open book account for money due.
  - (2)  because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.
  
- b.  within the last  two years  four years
  - (1)  for money had and received by defendant for the use and benefit of plaintiff.
  - (2)  for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff.
    - the sum of \$
    - the reasonable value.
  - (3)  for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff
    - the sum of \$
    - the reasonable value.
  - (4)  for money lent by plaintiff to defendant at defendant's request.
  - (5)  for money paid, laid out, and expended to or for defendant at defendant's special instance and request.
  - (6)  other (*specify*):

CC-2. \$ \_\_\_\_\_, which is the reasonable value, is due and unpaid despite plaintiff's demand, plus prejudgment interest  according to proof  at the rate of \_\_\_\_\_ percent per year from (*date*):

CC-3.  Plaintiff is entitled to attorney fees by an agreement or a statute  of \$ \_\_\_\_\_  according to proof.

CC-4.  Other:

|              |              |
|--------------|--------------|
| SHORT TITLE: | CASE NUMBER: |
|--------------|--------------|

**CAUSE OF ACTION—Fraud**

\_\_\_\_\_ (number)  
 ATTACHMENT TO  Complaint  Cross-Complaint

*(Use a separate cause of action form for each cause of action.)*

FR- 1. Plaintiff (*name*):

alleges that defendant (*name*):

on or about (*date*): \_\_\_\_\_ defrauded plaintiff as follows:

FR-2.  **Intentional or Negligent Misrepresentation**  
 a. Defendant made representations of material fact  as stated in Attachment FR-2.a  as follows:

b. These representations were in fact false. The truth was  as stated in Attachment FR-2.b  as follows:

c. When defendant made the representations,  
 defendant knew they were false, **or**  
 defendant had no reasonable ground for believing the representations were true.

d. Defendant made the representations with the intent to defraud and induce plaintiff to act as described in item FIR-5. At the time plaintiff acted, plaintiff did not know the representations were false and believed they were true. Plaintiff acted in justifiable reliance upon the truth of the representations.

FR-3.  **Concealment**  
 a. Defendant concealed or suppressed material facts  as stated in Attachment FR-3.a  as follows:

b. Defendant concealed or suppressed material facts  
 defendant was bound to disclose.  
 by telling plaintiff other facts to mislead plaintiff and prevent plaintiff from discovering the concealed or suppressed facts.

c. Defendant concealed or suppressed these facts with the intent to defraud and induce plaintiff to act as described in item IFIR-5. At the time plaintiff acted, plaintiff was unaware of the concealed or suppressed facts and would not have taken the action if plaintiff had known the facts.

Page \_\_\_\_\_

|              |              |
|--------------|--------------|
| SHORT TITLE: | CASE NUMBER: |
|--------------|--------------|

**CAUSE OF ACTION—Fraud**

\_\_\_\_\_ (number)

FR-4.  **Promise Without Intent to Perform**

a. Defendant made a promise about a material matter without any intention of performing it  as stated in Attachment FR-4.a  as follows:

b. Defendant's promise without any intention of performance was made with the intent to defraud and induce plaintiff to rely upon it and to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon the promise.

FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act  as stated in Attachment FR-5  as follows:

FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged  as stated in Attachment FR- 6  as follows:

FIR - 7. Other:

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE**

**ALTERNATIVE DISPUTE RESOLUTION (ADR)  
INFORMATION PACKAGE**

**NOTICE TO PLAINTIFF(S) AND/OR CROSS-COMPLAINANT(S):**

**Rule 3.221(c) of the California Rules of Court requires you to serve a copy of the ADR Information Package along with the complaint and/or cross-complaint.**

California Rules of Court – Rule 3.221  
Information about Alternative Dispute Resolution (ADR)

(a) Each court shall make available to the plaintiff, at the time of filing of the complaint, an ADR Information Package that includes, at a minimum, all of the following:

(1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes.

(2) Information about the ADR programs available in that court, including citations to any applicable local court rules and directions for contacting any court staff responsible for providing parties with assistance regarding ADR.

(3) Information about the availability of local dispute resolution programs funded under the Dispute Resolutions Program Act (DRPA), in counties that are participating in the DRPA. This information may take the form of a list of the applicable programs or directions for contacting the county's DRPA coordinator.

(4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.

(b) A court may make the ADR Information Package available on its Web site as long as paper copies are also made available in the clerk's office.

(c) The plaintiff must serve a copy of the ADR Information Package on each defendant along with the complaint. Cross-complainants must serve a copy of the ADR Information Package on any new parties to the action along with the cross-complaint.

# SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE

## ADR Information

### Introduction.

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts and others offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. ADR is usually less formal, less expensive, and less time-consuming than a trial. ADR can also give people more opportunity to determine when and how their dispute will be resolved.

### BENEFITS OF ADR.

Using ADR may have a variety of benefits, depending on the type of ADR process used and the circumstances of the particular case. Some potential benefits of ADR are summarized below.

**Save Time.** A dispute often can be settled or decided much sooner with ADR; often in a matter of months, even weeks, while bringing a lawsuit to trial can take a year or more.

**Save Money.** When cases are resolved earlier through ADR, the parties may save some of the money they would have spent on attorney fees, court costs, experts' fees, and other litigation expenses.

**Increase Control Over the Process and the Outcome.** In ADR, parties typically play a greater role in shaping both the process and its outcome. In most ADR processes, parties have more opportunity to tell their side of the story than they do at trial. Some ADR processes, such as mediation, allow the parties to fashion creative resolutions that are not available in a trial. Other ADR processes, such as arbitration, allow the parties to choose an expert in a particular field to decide the dispute.

**Preserve Relationships.** ADR can be a less adversarial and hostile way to resolve a dispute. For example, an experienced mediator can help the parties effectively communicate their needs and point of view to the other side. This can be an important advantage where the parties have a relationship to preserve.

**Increase Satisfaction.** In a trial, there is typically a winner and a loser. The loser is not likely to be happy, and even the winner may not be completely satisfied with the outcome. ADR can help the parties find win-win solutions and achieve their real goals. This, along with all of ADR's other potential advantages, may increase the parties' overall satisfaction with both the dispute resolution process and the outcome.

**Improve Attorney-Client Relationships.** Attorneys may also benefit from ADR by being seen as problem-solvers rather than combatants. Quick, cost-effective, and satisfying resolutions are likely to produce happier clients and thus generate repeat business from clients and referrals of their friends and associates.

### DISADVANTAGES OF ADR.

ADR may not be suitable for every dispute.

**Loss of protections.** If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.

**Less discovery.** There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

**Additional costs.** The neutral may charge a fee for his or her services. If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

**Effect of delays if the dispute is not resolved.** Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

## **TYPES OF ADR IN CIVIL CASES.**

The most commonly used ADR processes are arbitration, mediation, neutral evaluation and settlement conferences.

**Arbitration.** In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Generally, there is no right to appeal an arbitrator's decision. *Nonbinding* arbitration means that the parties are free to request a trial if they do not accept the arbitrator's decision.

**Cases for Which Arbitration May Be Appropriate.** Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

**Cases for Which Arbitration May Not Be Appropriate.** If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

**Mediation.** In mediation, an impartial person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

**Cases for Which Mediation May Be Appropriate.** Mediation may be particularly useful when parties have a relationship they want to preserve. So when family members, neighbors, or business partners have a dispute, mediation may be the ADR process to use. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

**Cases for Which Mediation May Not Be Appropriate.** Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

**Neutral Evaluation.** In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is

often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

**Cases for Which Neutral Evaluation May Be Appropriate.** Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

**Cases for Which Neutral Evaluation May Not Be Appropriate.** Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

**Settlement Conferences.** Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

#### **ADDITIONAL INFORMATION.**

In addition to mediation, arbitration, neutral evaluation, and settlement conferences, there are other types of ADR, including conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs, Consumer Information Center, toll free, 1-800-852-5210
- Contact the Orange County Bar Association at (949) 440-6700
- Look in the telephone directories under "Arbitrators" or "Mediators"

Free mediation services are provided under the Orange County Dispute Resolution Program Act (DRPA) For information regarding DRPA, contact:

- Community Service Programs, Inc. (949) 250-4058
- Orange County Human Relations (714) 834-7198

For information on the Superior Court of California, County of Orange court ordered arbitration program, refer to Local Rule 360.

The Orange County Superior Court offers programs for Civil Mediation and Early Neutral Evaluation (ENE). For the Civil Mediation program, mediators on the Court's panel have agreed to accept a fee of \$300 for up to the first two hours of a mediation session. For the ENE program, members of the Court's panel have agreed to accept a fee of \$300 for up to three hours of an ENE session. Additional information on the Orange County Superior Court Civil Mediation and Early Neutral Evaluation (ENE) programs is available on the Court's website at [www.occourts.org](http://www.occourts.org).

|   |                           |
|---|---------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY ( <i>Name &amp; Address</i> ):<br><br>Telephone No.: _____ Fax No. (Optional): _____<br>E-Mail Address (Optional): _____<br>ATTORNEY FOR ( <i>Name</i> ): _____ Bar No: _____  | <i>FOR COURT USE ONLY</i> |
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b><br>JUSTICE CENTER:<br><input type="checkbox"/> Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045<br><input type="checkbox"/> Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512<br><input type="checkbox"/> Harbor – Newport Beach Facility – 4601 Jamboree Rd., Newport Beach, CA 92660-2595<br><input type="checkbox"/> North – 1275 N. Berkeley Ave., P.O. Box 5000, Fullerton, CA 92838-0500 |                           |
| PLAINTIFF/PETITIONER:<br><br>DEFENDANT/RESPONDENT:  |                           |
| <b>ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION</b>   | CASE NUMBER: _____        |

Plaintiff(s)/Petitioner(s), \_\_\_\_\_

and defendant(s)/respondent(s), \_\_\_\_\_

agree to the following dispute resolution process:

- Mediation
- Arbitration (must specify code)
  - Under section 1141.11 of the Code of Civil Procedure
  - Under section 1280 of the Code of Civil Procedure
- Neutral Case Evaluation

The ADR process must be completed no later than 90 days after the date of this Stipulation or the date the case was referred, whichever is sooner.

- I have an *Order on Court Fee Waiver* (FW-003) on file, and the selected ADR Neutral(s) are eligible to provide pro bono services.
- The ADR Neutral Selection and Party List is attached to this Stipulation.

We understand that there may be a charge for services provided by neutrals. We understand that participating in an ADR process does not extend the time periods specified in California Rules of Court rule 3.720 et seq.

Date: \_\_\_\_\_ (SIGNATURE OF PLAINTIFF OR ATTORNEY) \_\_\_\_\_ (SIGNATURE OF PLAINTIFF OR ATTORNEY)

Date: \_\_\_\_\_ (SIGNATURE OF DEFENDANT OR ATTORNEY) \_\_\_\_\_ (SIGNATURE OF DEFENDANT OR ATTORNEY)

**ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION**

|   |                           |
|---|---------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY <i>(Name, State Bar number, and address):</i><br><br>TELEPHONE NO.: _____ FAX NO. <i>(Optional):</i> _____<br>E-MAIL ADDRESS <i>(Optional):</i> _____<br>ATTORNEY FOR <i>(Name):</i> _____ | <b>FOR COURT USE ONLY</b> |
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b><br>STREET ADDRESS:<br>MAILING ADDRESS:<br>CITY AND ZIP CODE:<br>BRANCH NAME:   |                           |
| PLAINTIFF/PETITIONER:<br><br>DEFENDANT/RESPONDENT:  | CASE NUMBER:              |
| <b>PROOF OF SERVICE OF SUMMONS</b>  | 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:<br><hr style="border: none; border-top: 1px solid black; margin: 5px 0;"/> DEFENDANT/RESPONDENT: | CASE NUMBER: |
|--|--------------|

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:
- (i)  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) |
|---|---|-------------|