

Did someone sue you for Breach of Contract? (Verified)

Step 1	Read: Things to Think About Before Filing an Answer (other side of this form)
Step 2	Complete the following forms in blue or black ink: ☐ (PLD-C-010) Answer-Contract ☐ Affirmative Defenses Attachment (if applicable) ☐ Verification ☐ Proof of Service
Step 3	Copies: Make ☐ 2 ☐ 3 copies, in addition to the original.
Step 4	Service: You must serve a copy of the Answer on the other party or their attorney (if they have one) by mail. <i>"Service by mail" means that an adult, NOT YOU, mails a copy of your forms to the other party. You can ask a friend, relative, etc. to serve the papers for you or you can look in the yellow pages and hire a "process server" to mail the papers for you for a fee.</i> After the papers are mailed, the server (person who mailed the papers) must complete the Proof of Service
Step 5 There is a filing fee unless the fee is waived.	File: Turn in the original and copies of the <i>Answer, Affirmative Defenses (if applicable), the Verification and the Proof of Service</i> to the Clerk's Office located at: 191 North First Street, San Jose, CA 95113 The Clerk's Office opens at 8:30am Monday-Friday, closing times are subject to change, visit www.scscourt.org or call 408-882-2100 for current office hours. If you are not asking for a fee waiver , you will pay the filing fee and get filed-stamped copies back when you file. If you are asking for a fee waiver , your file-stamped copies may be returned immediately, OR you may be asked to return in up to 24 hours, OR your file-stamped forms may be mailed to you. Please check with the clerk who takes your forms.
Step 6	What happens next: Attend any Case Management Conference or other court dates you are notified about.

HOW CAN I GET HELP?

Here are some ways to get help:

- Go to <http://www.calbar.ca.gov/Public>, then click on "Lawyer Referral services" to hire or consult with a private attorney.
- For free legal advice and information, see our "Do-It-Yourself Resources" flyer. Go to www.scscourt.org, click on "Self-Help" then "Self-Help Flyers".
- The Self Help Center/Family Law Facilitator – See our information flyer:
 - Contact us: Go to www.scscourt.org then click "**Contact the Self-Help Center**".
 - Obtain Forms: Go to www.scscourt.org then click "**Complete Forms at Home**".
 - Note: We **cannot** help people who have attorneys.

Superior Court, County of Santa Clara
Self Help Center/Family Law Facilitator's Office
201 N. First Street, San Jose, CA 95113
408-882-2926

Please turn over for important information 

Did You Get Sued and Are Thinking about Filing an Answer with the Court?

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

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

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

THINGS TO THINK ABOUT BEFORE YOU FILE AN ANSWER:

1. Do you owe the money?

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

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

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

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

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

4. Are you low income?

- If you have very low income, you might be able to file your legal response free.
- If your income is not low, you will have to pay approximately \$225 to \$435 to file your legal response.

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

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

6. If you file an Answer, you may have to fill out legal papers called “discovery.”

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

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

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

You may select a Lawyer Referral Service through the State Bar of California’s website. Some lawyer referral services offer a low-cost, 30-minute consultation with an attorney. Website: <http://www.calbar.ca.gov/Public> click on “Lawyer Referral Services”

ANSWER - VERIFIED

BLANKS

**THESE ARE THE DOCUMENTS YOU HAVE
TO COMPLETE, COPY, FILE AND SERVE.**

ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS): Your Name: _____ Street Address: _____ City, State, Zip Code: _____	TELEPHONE: _____	FOR COURT USE ONLY:
ATTORNEY FOR (NAME): Self-Represented Insert name of court, judicial district or branch court, if any, and post office and street address: Superior Court of California, County of Santa Clara 191 N. First Street San Jose, CA 95113 Civil Division		
PLAINTIFF:		
DEFENDANT:		
ANSWER - Contract ☒ TO COMPLAINT OF (name): ☐ TO CROSS-COMPLAINT (name):		CASE NUMBER:

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

answers the complaint or cross-complaint as follows:

3. Check ONLY ONE of the next two boxes:

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

☐ Continued on Attachment 3.b.(1).

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

☐ Continued on Attachment 3.b.(2).

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

Page 1 of 2

SHORT TITLE:

CASE NUMBER:

ANSWER-Contract4. ☐ AFFIRMATIVE DEFENSES

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

☐ Continued on Attachment 4.5. ☐ Other:

6. DEFENDANT PRAYS

a. that plaintiff take nothing.

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

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF

I have read the foregoing

and know its contents.

☐

CHECK APPLICABLE PARAGRAPHS

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am ☐ an Officer ☐ a partner
☐ a of

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for

a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on , at , California.

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

TYPE OR PRINT NAME

SIGNATURE

PROOF OF SERVICE

1013a (3) CCP Revised 2004

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of

, State of California.

I am over the age of 18 and not a party to the within action; my business address is:

On

, I served the foregoing document described as

on

in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

☐ BY MAIL

☐ *I deposited such envelope in the mail at

, California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at

California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on , at

, California.

☐ ****(BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

Executed on , at

, California.

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

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

TYPE OR PRINT NAME

SIGNATURE

*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

**(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

Case Name: _____

Case # : _____

Attachment 4 - AFFIRMATIVE DEFENSES

Check all boxes that apply to your case

☐ **Running of the Statute of Limitations**

Defendant alleges that each and every cause of action is barred by the applicable statute of limitations.

☐ **Identity Theft**

Defendant is a victim of identity theft and has no knowledge of this debt. Defendant has filed a police report for identity theft.

☐ **Special Rule for Credit Card**

Defendant alleges that Plaintiff is subject to all claims and defense that Defendant could assert against the merchant(s) who honored the credit card, pursuant to 15 USC §1666i.

☐ **Other Defenses** (See attached)

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

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