

# COMPLAINT AGAINST ESCROW FOR NEGLIGENCE & BREACH OF CONTRACT

Sample Only  
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**INSTRUCTIONS:** The following is a “cause of action” to be inserted after the heading of the complaint and common allegations. Include as many other causes of action as you have claims such as fraud, accounting, etc. Your “prayer” (request for relief) comes after your causes of action and must describe the relief you are seeking for each cause of action.

## FIRST CAUSE OF ACTION

(Negligence Against \_\_\_\_\_)

1. Plaintiff, \_\_\_\_\_ [name] is, and at all times mentioned in this complaint was, a resident of \_\_\_\_\_ County, California.

2. Defendant \_\_\_\_\_ [name of escrow holder] ("escrow holder") is, and at all times mentioned in this complaint was, a corporation organized and existing under the laws of California, with its principal place of business located at \_\_\_\_\_ [address], \_\_\_\_\_ [city], \_\_\_\_\_ County, California.

3. Plaintiff does not know the true names of defendants DOES 1 through \_\_\_\_\_, inclusive, and therefore sues them by those fictitious names. Plaintiff is informed and believes, and on the basis of that information and belief alleges, that each of those defendants was in some manner legally responsible for the events alleged in this complaint and for plaintiff's injuries and damages. The names, capacities, and relationships of DOES 1 through \_\_\_\_\_ will be alleged by amendment to this complaint when they are known.

4. Plaintiff is informed and believes, and on the basis of that information and belief alleges, that at all times mentioned in this complaint, defendants were the agents and employees of their codefendants, and in doing the things alleged in this complaint

were acting within the course and scope of that agency and employment.

5. The real property that is the subject matter of this action is commonly described as \_\_\_\_\_ [address], \_\_\_\_\_ [city], \_\_\_\_\_ County, California, and legally described as \_\_\_\_\_ [set forth legal description of property].

6. On or about \_\_\_\_\_ [date], plaintiff and \_\_\_\_\_ [name of seller] entered into a written agreement, a copy of which is attached as Exhibit \_\_\_\_\_ and incorporated by this reference, in which plaintiff agreed to purchase and \_\_\_\_\_ [name of seller] agreed to sell the subject real property for the total consideration of \$\_\_\_\_\_.

7. On or about \_\_\_\_\_ [date], plaintiff delivered to escrow holder written escrow instructions in which \_\_\_\_\_ [state general provisions of instructions]. A copy of the escrow instructions is attached as Exhibit \_\_\_\_\_ and incorporated by reference. On or about \_\_\_\_\_ [date], and pursuant to the agreement described in paragraph 6 of this complaint, escrow was opened for conveyance of the subject real property to plaintiff.

8. In performing services as escrow holder, defendant acted negligently in that, escrow holder negligently failed to \_\_\_\_\_ [specify nature of negligent performance].

9. Plaintiff relied on defendant's services as an escrow holder in that \_\_\_\_\_ [state nature of reliance].

10. \_\_\_\_\_ [Specify damage resulting from negligence].

11. As a direct and proximate result of the negligence and carelessness of escrow holder as set forth above, plaintiff sustained the following damages: \_\_\_\_\_ [set forth damages].

## SECOND CAUSE OF ACTION

(Breach of Contract Against)

12. Plaintiff incorporates by this reference paragraphs 1 through 11 of this complaint.

13. The written escrow instructions described in paragraph 7 of this complaint constituted a written contract between plaintiff and escrow holder.

14. Plaintiff performed its obligations under the terms of the escrow instructions in the manner specified in those instructions \_\_\_\_\_ [add if applicable: except that plaintiff has been excused from \_\_\_\_\_ (specify acts) by \_\_\_\_\_ (specify excuse)].

15. Escrow holder has failed and refused, and continues to fail and refuse, to perform its obligations under the terms of the escrow instructions and has violated the terms of the escrow instructions in that \_\_\_\_\_ [set forth facts constituting escrow holder's breach].

16. Escrow holder's failure and refusal to perform its obligations under the escrow instructions and its violation of those instructions has damaged plaintiff in the following manner: \_\_\_\_\_.

WHEREFORE, plaintiff demands judgment against defendants, and each of them, for the following:

1. Damages in the amount of \$\_\_\_\_\_;
2. \_\_\_\_\_ [Add if applicable: Interest in the sum of \$\_\_\_\_\_ at the \_\_\_\_\_ (contract or legal) rate of \_\_\_\_\_ percent per year from \_\_\_\_\_ (date)];
3. \_\_\_\_\_ [If applicable, include request for other

damages];

4. Costs of suit; and

5. Such further relief as the court may deem proper.

Date: \_\_\_\_\_

\_\_\_\_\_ [Plaintiff's name]  
Plaintiff *In Pro Per*

Gene Kinsey Kinsey Law Offices 1198 Pacific Coast Hwy., Suite 353 Seal Beach, CA 90740	Phone: (562) 596-8177 Email: <a href="mailto:KinseyE@ix.netcom.com">KinseyE@ix.netcom.com</a> Web: <a href="http://www.kinseylaw.com">www.kinseylaw.com</a> <a href="http://www.realpropertypartition.com">www.realpropertypartition.com</a>
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