

# COMPLAINT FOR SPECIFIC PERFORMANCE/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

(Specific Performance Against \_\_\_\_\_)

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

2. Defendant \_\_\_\_\_ [name], (“defendant corporation”) is now, and at all times mentioned in this complaint was, a corporation organized and existing under the laws of the State of California, with its principal place of business in \_\_\_\_\_ County, California.

3. Plaintiff does not know the true names of defendants DOES 1 through 25, 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 and happenings alleged in this complaint and for plaintiff's damages. The names, capacities and relationships of DOES 1 through 25 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. Plaintiff is informed and believes, and on the basis of that information and belief alleges, that at all times mentioned in this complaint, defendant corporation was and is the owner of real property located in \_\_\_\_\_ County, California specifically described as: \_\_\_\_\_ [set forth legal description of real property].

6. On or about \_\_\_\_\_ [date], plaintiff and defendant corporation through its agent \_\_\_\_\_ [name of agent] entered into a written contract in which defendant corporation agreed to sell and plaintiff agreed to buy the real property described in paragraph 5 for the sum of \$\_\_\_\_. On that date plaintiff gave defendant corporation the sum of \$\_\_\_\_ as a deposit on the purchase price. A copy of the contract is attached to this complaint as Exhibit \_\_\_\_ and is incorporated by reference.

7. At the time of the execution of the contract described in paragraph 6, the real property referred to had a reasonable value of \$\_\_\_\_. Therefore, the agreed purchase price and deposit was fair, just, and adequate.

8. On \_\_\_\_\_ [date], an escrow was opened and plaintiff's deposit of \$\_\_\_\_ was deposited in escrow account number \_\_\_\_, with \_\_\_\_\_ [specify escrow institution]. The escrow instructions provided that escrow was to close by \_\_\_\_\_ [date], the date also set for performance in the contract described in paragraph 6. A copy of the escrow instructions is attached to this complaint as Exhibit \_\_\_\_ and is incorporated by reference.

9. On \_\_\_\_\_ [date], the date set by the contract described in paragraph 6 for performance, and the date set for closing of escrow, plaintiff tendered the sum of \$\_\_\_\_ to defendant, and demanded a conveyance to plaintiff of a good and sufficient deed to plaintiff for the real property described in paragraph 5. This tender was rejected by defendant on \_\_\_\_\_ [date].

10. Plaintiff has performed all of the conditions of the contract that are required to be performed by plaintiff. Plaintiff remains ready and willing to perform all terms of the

agreement applicable to plaintiff and to receive a good and sufficient deed to the real property as promised by defendant.

11. Plaintiff has no adequate remedy at law because the contract described in paragraph 6 was a contract for the sale of real property, and pursuant to Civil Code section 3387 money damages are presumed inadequate for its breach. \_\_\_\_\_  
[Allege additional basis for equitable relief, such as: Further, plaintiff has already sold plaintiff's home and requires the real property that is the subject of this complaint as a residence and as a source of income. Plaintiff has no other affordable or equivalent options.]

**SECOND CAUSE OF ACTION**  
(Breach of Contract Against \_\_\_\_\_)

12. Plaintiff incorporates by reference paragraphs 1-11, inclusive, as if fully set forth.

13. Defendants' failure and refusal to perform its obligations under the contract constitute a breach of contract and have damaged plaintiff in the following manner \_\_\_\_\_ [specify damages, such as: at the time of the breach by defendant, plaintiff was damaged in the amount of \$\_\_\_, constituting the difference between the agreed price of \$\_\_\_ of the property, and the value \$\_\_\_ as of the date of the breach.]

14. The contract between plaintiff and defendant corporation provides for an award of attorney fees and costs that are incurred to enforce the contract.

WHEREFORE, plaintiff demands judgment against defendants as follows:

1. For an order that defendant corporation and its agents specifically perform the contract and deliver the real property as described in paragraph 5;
2. In the event that the court does not order specific performance of the contract,

for compensatory damages in the amount of \$\_\_ for breach of contract;

3. For attorney fees in an amount determined by the court to be reasonable as authorized by agreement and according to proof;

4. For costs of suit; and

5. For any other and further relief the court considers proper.

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

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

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