



**Justice Court Pct.1**  
***Hershel Stagner, Jr.***

**Judge**

Orange County Court House  
801 West Division St., Suite 102  
Orange, Texas 77630  
Office – 409-882-7800  
Fax- 409-882-7001

**EVICTIION INFORMATION: YOU ARE ADVISED TO READ ALL THE INFORMATION CAREFULLY BEFORE FILING YOUR CASE.**

The information contained in this packet is not offered as legal advice. The information is not exhaustive. There may be other remedies and procedures not contained in these packets. You should seek professional, licensed, legal counsel for advice.

**The Court and its staff cannot tell you what you should do about your problem. The Code of Judicial Conduct prohibits a Judge or court employee from practicing Law (giving legal advice). The Code further prohibits the JUDGE from engaging in communications concerning the merits of a pending judicial proceeding, or the merits of an impending claim or dispute.**

**FREQUENTLY ASKED QUESTIONS**

**WHERE CAN I LOOK UP THE LAWS OF TEXAS?**

The Texas Statutes are available on-line at: <http://tlo2.tlc.state.tx.us/statutes/statutes.html>. Most laws about eviction and landlord-tenant matters are contained in the Texas Property Code (Chapters 24, 91 and 94 as well as the Texas Rules of Court.

**WHY DO I HAVE TO FILE FOR EVICTION? — IT'S MY PROPERTY!**

**HOW CAN THEY EVICT ME? — IT'S MY PROPERTY!**

Private property rights are serious matters for both property owners and those who have rights of occupancy granted to them by property owners in exchange for rent, or by other agreement. The rights to private property, the right to privacy and the right to be secure in one's own home are issues of Constitutional dimension, and also involve issues of contract law. These cases are ordinarily quite simple because there is only one issue—the right to actual possession of the premises—but can become quite complicated by the terms of a contract (or the lack of a clear agreement).

**WHO CAN FILE FOR EVICTION?**

Suits for eviction are usually filed by a property owner, a property manager (on behalf of the property owner), or a licensed attorney representing the property owner.

**DO I HAVE TO FILE AN EVICTION TO EVICT MY KIDS/ROOMMATE/BOYFRIEND/GIRLFRIEND?**

The need for eviction presumes a landlord-tenant relationship; or involves property owned by one person that is used as a dwelling by another person. There are many different types of arrangements that do not necessarily include payment of cash rentals, and they may be considered "tenancies at will or by sufferance" of the property owner. It is not necessary to evict a houseguest or other temporary visitor, or someone who is trespassing on private property (such as someone who was invited in and has merely overstayed their welcome). If you are unsure, if you should use a suit for eviction to remove someone from property you own, a short consultation with a lawyer would be money well-spent. If you wrongfully or illegally evict someone, you could become liable for damage to their property, their attorney's fees, their living expenses, and possibly additional penalties imposed as sanctions for wrongful eviction.

### **DO I HAVE TO HIRE A LAWYER TO FILE AN EVICTION?**

A person owning a property as an individual may represent himself in court. A person managing a property on behalf of an owner may represent the owner's interests in court **ONLY** in evictions involving non-payment of rent or holding over after the expiration of the lease term. In suits for eviction where the breach of the lease is something **OTHER** than non-payment of rent or holding over after the expiration of the lease, the owner must represent him/herself, or hire an attorney to represent the owner. If the owner is a corporation, and the breach of the lease is for something **OTHER** than non-payment of rent or holding over, the corporation must be represented by an attorney in Justice Court.

### **WHAT DO I HAVE TO DO BEFORE FILING THE EVICTION?**

A demand for possession of the premises ("notice to vacate") must be provided according to the times prescribed by the Property Code or the lease. See "Notice to Vacate" information in this packet, and Chapters 24, 91 and 94 of the Property Code.

### **THE PROPERTY IS A MOBILE HOME**

#### **Section 94.002 of the Property Code provides:**

**APPLICABILITY.** (a) This chapter applies only to the relationship between a landlord(s) who leases property in a manufactured home community and a tenant leasing property in the manufactured home community for the purpose of situating a manufactured home or a recreational vehicle on the property.

(b) This chapter does not apply to the relationship between:

- (1) A landlord who owns a manufactured home and a tenant who leases the home from the landlord;
- (2) A landlord who leases property in a manufactured home community and a tenant leasing property in the manufactured home community for the placement of personal property to be used for human habitation, excluding a manufactured home or a recreational vehicle; or
- (3) A landlord and an employee or an agent of the landlord.

**In addition to the laws referred to in "Where can I look up the laws of Texas?" above, Chapter 94 of the Texas Property Code governs some evictions in "mobile home communities". A mobile home community is defined as:** "Manufactured home community" means "a parcel of land on which four or more lots are offered for lease for installing and occupying manufactured homes." 94.001(4), Property Code. Chapter 94 should be read in its entirety.

### **WHERE DO I FILE FOR EVICTION?**

A justice court in the precinct in which the real property is located has jurisdiction in eviction suits.

### **HOW MUCH WILL IT COST?**

The initial filing fee is \$46.00 plus the cost of service of the citation on the Defendant. Only the constable is authorized to serve citations in these matters (private process services are prohibited), and the charge for service is \$75.00 per named Defendant for Orange County only out of county fees will be different.

If a Writ of Possession is necessary to force the tenant to vacate the premises after a judgment is rendered, there is an additional court cost and service fee is \$130.00. There may be other expenses if you hire a lawyer to represent you in court, or if there are storage charges for the tenant's property.

### **HOW LONG WILL IT TAKE TO COME TO COURT?**

Ordinarily, proper notice must be given in writing at least three days prior to filing the eviction. **NOTE:** Some leases require a longer or allow a shorter period of time, and certain tenancies have different notice requirements under Section 24.005 of the Property Code: Once suit is filed, the citation will be issued by the Court clerk and delivered to the Constable. **NOTE:** While citations are usually issued and served promptly, weekends, holidays, may delay issuance and service somewhat. Once the Defendant is served, the Defendant has **five days to answer the lawsuit. The hearing or trial date will be held not less than 10 days or more than 21 days after service of process.** **NOTE:** Continuances for periods up to 10 days are permitted under extreme circumstances and trial settings are also affected by weekends, holidays. **Once a judgment** is rendered, either party has **five days to file an appeal** to the County Court at Law. If the case is appealed, the schedule of the County Court will take over.

### WHAT DOES THE JUDGE NEED TO KNOW?

**THE ONLY ISSUE** in an eviction suit is the right to **ACTUAL POSSESSION** of the premises. A suit for back rent may be joined to a suit for possession. *If there is no judgment of possession, there can be no recovery for back rent (and the landlord must seek back rent and other amounts through a separate lawsuit or other avenues).*

Most *uncontested* suits for eviction (called "default") are quite short—5 minutes or less—and a tool is available to help organize your presentation. The landlord or property owner must prove:

- The basic terms of any written or oral agreement,
- How the agreement was breached,
- That **PROPER** notice was provided to the tenant before suit was filed;
- That the tenant refused to vacate according to the notice given; and
- The amount of any delinquent rent owed
- Late fees (only if stated in agreement) or other charges included
- Pro-rated through the date of the judgment (not to the end of the month)
- That the tenant is not in the armed forces on active duty (See SCRA below).

In *contested* matters, the landlord/Plaintiff must prove their case with a "preponderance of the evidence" – the "greater weight" of the evidence in order to prevail when the tenant/Defendant disputes the landlord's right to regain possession of the premises occupied by the tenant.

### SERVICE MEMBERS' CIVIL RELIEF ACT (SCRA)

If the Defendant does not file an answer to the lawsuit, or does not appear in court, the Plaintiff will NOT be able to receive a "default judgment" unless the Plaintiff first files with the Court a [Service members' Civil Relief Act Affidavit](#) stating, under oath, that the Defendant is not in the military service on active duty status. A false statement in this affidavit is a violation of Federal Law! If a Plaintiff does not have personal knowledge of the Defendant's military status, the Department of Defense maintains a secure website where the Plaintiff can obtain a status record. This website requires registration of name and address, fax and telephone numbers, email address and mother's maiden name, in order to use the website. The form can be downloaded from the court's website, or requested from the address below:

#### Notice

#### Service members' Civil Relief Act (SCRA) Certificates

To obtain certificates of service or non-service under the Servicemembers' Civil Relief Act, this website will provide you with the current active military status of an individual. There is no charge for this certificate. <https://scra.dmdc.osd.mil/scra/#/single-record>

Department of Defense  
Manpower Data Center (DMDC)  
Military Verification Service  
1600 Wilson Boulevard, Suite 400  
Arlington, VA 22209-2593  
Telephone 703-696-5790  
FAX: 703-696-4156

Email Helpdesk: [sscra.helpdesk@osd.pentagon.mil](mailto:sscra.helpdesk@osd.pentagon.mil)

### THE TENANT IS DELINQUENT IN BACK RENT EXCEEDING \$10,000

Any **Justice Court Suit** is a civil suit for money damages, possession of real property, and enforcement of liens on personal property. The amount of controversy must total \$10,000 or less, interest excluded. Justice Courts have exclusive jurisdiction of suits for eviction. If the amount of back rent exceeds \$10,000, a judgment for possession of the premises can be awarded, but the claim for back rent must be brought in a court of competent jurisdiction (usually, a District Court).

### I'M A TENANT WHO'S BEEN SERVED A CITATION—WHAT DO I DO NOW?

Read the face of the citation for special instructions. Usually, once the Citation has been served the Defendant **must file a written answer to the suit on or before the fifth day following the date of service of the citation.** Your court date may appear on the front of the citation. If not, you should call the court to find out when the case is set for hearing. At the hearing you will have an opportunity to testify or present evidence as necessary to respond to the evidence presented by the property's owner or agent on behalf of the property owner. The judge will decide who has the right to possess the premises you occupy. If the judgment is for the property owner you will have 5 days only to move. If the judgment is for the tenant, the tenant can remain in the property unless another legal issue arises concerning the right to possession.

### I LOST THE CASE—CAN I APPEAL?

Either party can appeal the case to the Court **within five days after the judgment is entered**, by:

- Filing an appeal bond, approved by the Judge
- In an amount set by the Court that includes
- The damage judgment +
- Loss of rentals during the pendency of the appeal +
- Reasonable attorney's fees (if represented by a lawyer) +
- Court costs

If the appealing party is unable to pay costs of appeal or file a bond, he must prove such inability within five days after the signing of the judgment by filing an affidavit.

- The court clerk will provide notice to the opposing party within one working day by regular mail
- If the Pauper's Affidavit is not contested by the opposing party within five days after notice and filing of the affidavit, the Pauper's Affidavit will be approved
- If the opposing party contests the Affidavit, a hearing will be held within five days, and the appealing party will have to prove his inability to pay costs on appeal with additional evidence
- **Within five days of the filing of the Pauper's Affidavit, a tenant/Appellant must pay one Month's rent into the registry of the justice court under the terms of the rental agreement.**
- During the appeal process, as rent becomes due, the tenant shall pay rent into the county court at law registry within five days of the due date under the terms of the rental agreement
- If the tenant fails to pay rent into the registry, the landlord may file a sworn notice of default in county court
- Landlord may withdraw any or all of the rent in the County Court registry under circumstances specified by the Texas Rules of Civil Procedure Rule 749(b).

Should you be granted possession of the property and the defendant fails to move out or appeals to County Court within 5 days, you may request a **Writ of Possession** ordering the defendant to move. The Writ may be requested at **the beginning of the 6<sup>th</sup> day following final Judgment**.

This court does not collect the money judgment for you nor can we force an indigent defendant to pay the judgment. If you receive a judgment against the defendant this court can issue various instruments to assist you in collecting the judgment. You may request an **Abstract of Judgment, Writ of Execution Writ of Garnishment, and Turnover Order**.

**An Abstract Judgment** puts a lien on any real property the defendant may own in a particular county where the Abstract is recorded. The Abstract is only valid in the county or counties where it is recorded. This can be obtained ten days after the date the judgment is signed.

**The Writ of Execution** may be obtained thirty days after the judgment is signed. This document will authorize the Sheriff or Constable to seize any assets belonging to the defendant that are subject to this writ. Those assets are then auctioned at a public sale and the proceeds are applied to the judgment.

**A Writ of Garnishment** is also available 30 days after the final judgment has been signed. This Garnishment proceeding is a separate suit wherein you are the plaintiff and the defendant's bank becomes the defendant. You are actually suing the bank in which the original defendant has his bank account. You are warning the said bank to freeze the monetary assets of his account and to appear and make answer to the Garnishment suit. **An attorney is required.**

**A Turnover Order** is available after the judgment is signed and its purpose is to provide a court-ordered means of reaching property which cannot easily be reached thorough ordinary legal process and which is exempt from attachment, execution, etc. **An attorney should be used** because the courts clerical staff will not be able by law to assist you in drafting the documents that are necessary.

**A Subpoena** may be requested if you need a witness(s) in your case. Except as provided Section 22.002 entitles to a witness to **\$10 dollars** for each day the witness attends court. This fee includes the entitlement for travel and the witness is not entitled to any reimbursement for mileage traveled. The **party who summons** the witness shall pay that witness's fee for one day, as provided by this section, at the time the subpoena is served on the witness. The witness fee must be taxed in the bill of costs as other costs.

**Fee Schedule for Eviction suits: (MONEY ORDERS, DEBIT CARD/CREDIT CARDS ACCEPTED.  
NO CASH OR PERSONAL CHECKS ACCEPTED)**

		<b>Court Fees</b>	<b>Civil Process Service Fees</b>	<b>Total</b>
<b>Filing fee-</b>	<b>1 Defendant in Orange Co.</b>	\$ 54	\$ 80	\$ 134
	<b>2 Defendants (same case)</b>	\$ 54	\$ 160	\$ 214
	<b>1 Defendant Out-of-County</b>	\$ 54	(call for amt.)	
<b>Jury</b>		\$ 22	\$ -	\$ 22
<b>(Request for Jury must be made and fee paid at least three full days before trial)</b>				
	<b>Abstract of Judgment</b>	\$ 5		
	<b>Writ of Possession</b>	\$ 5	\$ 150	\$ 155
	<b>Writ of Execution</b>	\$ 5	\$ 150	\$ 155
	<b>Witness - Subpoena</b>	\$10 /daily	\$ 80	\$ -
	<b>Writ of Garnishment</b>	\$54 + \$5	\$ 150	\$ 209
	<b>Turnover Order</b>	\$ -	\$ 150	\$ 150

## Notices to Vacate

<b>TYPE OF TENANCY</b>	<b>WRITTEN NOTICE TIME</b>	<b>EXCEPTIONS &amp; CONDITIONS</b>	<b>STATUTE Property code</b>
Written lease or oral agreement; default or holding	At least 3 days before filing suit	Contracts for longer or shorter periods of time	24.005 (a)
At will or by sufferance	At least 3 days before filing suit	Contracts for longer or shorter periods of time	24.005(b)
Property purchased at foreclosure & tenant is current	At least 30 days before filing suit	Special conditions apply—refer to Property Code	24.005(b)
Tenant forcibly entered the property without permission and refuses to leave	At least 3 days before filing suit	Notice may be oral or written and may be to vacate immediately	24.005(c ) & (d)
A lease or law allowing a time for the tenant to respond	The amount of time called for in the law or lease	Tenant must have time to respond to the notice according to the lease	24.005(e)
Certain month-to-month tenancies	Varies according to circumstances—see Property Code	See Property Code	91.001

## Contents of Notice

See Section 24 of the Property Code for details

<b>NOTICE IN PERSON</b>	<b>NOTICE BY MAIL</b>	<b>EXCEPTIONS &amp; CONDITIONS</b>
Personal delivery to the tenant		If there is no mailbox*, or there is an alarm system, keyless bolting device or dangerous animal, notice may be securely affixed to the outside of the main entry door**
Personal delivery to anyone aged 16 or over <i>residing</i> at the property	May be by regular mail, registered mail or certified mail-return receipt <i>Requested to the premises in question*</i>	Notice is calculated from the date the notice is delivered.
Personal delivery by affixing it to the inside of the main entry door **		Notice to vacate is a “demand for possession”
		Notice may also contain a demand to pay delinquent rent by a date certain, or else vacate by a date certain

### PROPER DRESS IS REQUIRED IN COURT!

All requirements pertain to both adult and juvenile males and females unless otherwise noted. Failure to comply may result in the resetting of the case to a later date, or in the extreme, contempt of court:

- Shoes are required.
- No sleeveless shirts
- No shorts (women are permitted to wear dress shorts with hosiery)
- No exposed midriffs
- No clothing displaying offensive words or pictures (the Court retains the exclusive right to define "offensive" on an individual basis.
- No hats
- Cleanliness. (If necessary, washrooms are available in the building)
- Officers of the court are held to the higher standards generally recognized in Texas Courts.

### INFANTS AND SMALL CHILDREN

Infants and small children should be left with a sitter or at home in the care of a competent adult. There are no childcare facilities in the courthouse. Loud or crying children should be taken out of the courtroom.

### Basic Information Necessary for Non-Payment of Rent Evictions

1. Identify yourself as the **owner** or the **property manager** of
2. Name of Property or Property address
3. Which is located in Precinct One in Orange County, Texas
4. The Defendant, as tenant, entered into a lease agreement with \_\_\_\_\_ (owner or property management company) on \_\_\_\_\_ (lease start date) which lease is still in its original term **OR** which lease has been extended on a month-to-month basis
5. The term of the lease is for \_\_\_\_\_ months at \$ \_\_\_\_\_ per month which is due on the \_\_\_\_\_ and late on the \_\_\_\_\_
6. Past months' rental (no late fees) \$ \_\_\_\_\_
7. Plus, This month's rent divided by 30 x number of days through court date \$ \_\_\_\_\_
8. Totals pro-rated rent due \$ \_\_\_\_\_
9. The amount of **back rent, pro-rated** through today's date, is \$ \_\_\_\_\_.
10. The Defendant is in violation of the lease paragraph(s) \_\_\_\_\_. The lease states that the tenant loses the right to possess the premises if any terms of the lease contract are breached.
11. Proper written **Notice to Vacate** was hand delivered and/or posted to the inside/outside of the door and/or mailed to the Defendant on \_\_\_\_\_.
12. Plaintiff has provided an affidavit that the Defendant is not in the military service, or if he/she is the military service, is not on active duty. **OR**
  - a) Plaintiff has been unable to determine whether or not Defendant is in the military service on active duty; **OR**
  - b) Defendant is in the military service on active duty.

**(Note: This testimony is only required if Defendant is not present in court. If Defendant is not present, there can be no award of possession of the premises without this sworn information)**

13. Plaintiff is requesting possession of the property plus back rent in the amount of \$ \_\_\_\_\_ **OR**
  - a) Plaintiff is requesting **possession only** of the property, and is not seeking an award for any of the back rent that might be due.

**THIS IS NOT A SCRIPT. IT IS A TOOL TO ASSIST A NON-LAWYER IN MAKING AN ORDERLY PRESENTATION**

CAUSE NO. \_\_\_\_\_

COURT DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

[OFFICE USE ONLY]

\_\_\_\_\_  
PLAINTIFF  
v.  
\_\_\_\_\_  
DEFENDANT

§ IN THE JUSTICE COURT  
§  
§ PRECINCT NO. ONE  
§  
§ ORANGE COUNTY, TEXAS

**PETITION: EVICTION CASE**

**COMPLAINT:** Plaintiff hereby sues the following Defendant(s) \_\_\_\_\_  
for eviction of Plaintiff's premises (including storerooms and parking areas) located in the above precinct. The  
address of the property is:

Street Address Unit No. (if any) City State Zip

**GROUND(S) FOR EVICTION:** Plaintiff alleges the following grounds for eviction:

- ☐ **Unpaid rent.** Defendant(s) failed to pay rent for the following time period(s):  
\_\_\_\_\_. The amount of rent claimed as of the date of filing is: \$\_\_\_\_\_.  
Plaintiff reserves the right to orally amend the amount at trial to include rent due from the date of filing  
through the date of trial.
- ☐ **Other lease violations.** Defendant(s) breached the terms of the lease (other than by failing to pay rent) as  
follows:\_\_\_\_\_
- ☐ **Holdover.** Defendant(s) are unlawfully holding over by failing to vacate at the end of the rental term  
or renewal of extension period, which was the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**NOTICE TO VACATE:** Plaintiff has given Defendant(s) a written notice to vacate (according to Chapter 24.005 of  
the Texas Property Code) and demand for possession.

Such notice was delivered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by this method: \_\_\_\_\_.

**SUIT FOR RENT:** Plaintiff ☐ does or ☐ does not include a suit for unpaid rent.

Government Rental Subsidy: \$ \_\_\_\_\_  
Government Entity: \$ \_\_\_\_\_  
Tenant's Portion \$ \_\_\_\_\_ Total Monthly Rent \$ \_\_\_\_\_

**ATTORNEY'S FEES:** Plaintiff ☐ will be or ☐ will not be seeking applicable attorney's fees. The attorney's name,  
address, phone and fax numbers are: \_\_\_\_\_

**IMMEDIATE POSSESSION BOND:** If Plaintiff has filed a bond for immediate possession, Plaintiff requests that:  
(1) the Court set the amount of the bond; (2) the Court approve the bond; and (3) proper notices, as required by  
the Texas Rules of Civil Procedure, are given to Defendant(s).

**SERVICE OF CITATION:** Service is requested on Defendant(s) by: personal service at home or work, or by  
delivery to a person over the age of 16 years at Defendant's usual place of residence. If required, Plaintiff requests  
alternative service as allowed by the Texas Rules of Civil Procedure. Other home or work addresses where  
Defendant(s) may be served are: \_\_\_\_\_  
Plaintiff knows of no other home or work addresses of Defendant(s) in this county.

**RELIEF:** Plaintiff requests that Defendant(s) is served with the citation and that Plaintiff is awarded a judgment against Defendant(s) for: possession of the premises, including removal of Defendant(s) and Defendant's possessions from the premises, unpaid rent, if set forth above, attorney's fees, court costs, and interest on the above sums at the rate stated in the lease, or if not so stated, at the statutory rate for judgments.

☐ I hereby request a jury trial. The fee is \$22 and must be paid at least 3 days before trial.

☐ I hereby consent for the answer and any other motions or pleadings to be **sent to my email address** as follows:\_\_\_\_\_.

\_\_\_\_\_  
**Plaintiff's Printed Name**

\_\_\_\_\_  
**Signature of Plaintiff or Agent or Attorney**

**Defendant's Information** (if known):

Date of birth: \_\_\_\_\_

Last three digits of Driver License:\_\_\_\_\_

Last three digits of Soc. Sec. No.:\_\_\_\_\_

Phone No.:\_\_\_\_\_

\_\_\_\_\_  
**Address of Plaintiff or Agent or Attorney**

\_\_\_\_\_  
**City State Zip**

\_\_\_\_\_  
**Phone & Fax No. of Plaintiff/Agent/ Attorney**

\_\_\_\_\_  
**Email Address**

**SWORN TO AND SUBSCRIBED** before me this\_\_\_\_\_ day of\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
CLERK OF THE JUSTICE COURT OR NOTARY



Cause No. \_\_\_\_\_

_____	§	IN THE JUSTICE COURT
<b>PLAINTIFF</b>	§	
v.	§	PRECINCT NO. ONE
_____	§	
<b>DEFENDANT</b>	§	ORANGE COUNTY, TEXAS

**SERVICEMEMBERS CIVIL RELIEF ACT AFFIDAVIT**

STATE OF TEXAS COUNTY OF  
ORANGE

BEFORE ME, undersigned authority personally appeared the below-named affiant, who upon oath  
deposed and stated:

**My name** is \_\_\_\_\_

I am over the age of eighteen (18) years and am competent to make this affidavit.

I am the **[Check one]** ☐ Plaintiff /or/ ☐ Plaintiff's Agent in the above –entitled and numbered matter.

I have made a personal investigation and/or personally reviewed the business records of the plaintiff. As a result  
of the investigation or review, it is my belief that the above-named defendant.

**[Check one]**

- ☐ Is not in the military service on active duty, and is not a dependent of a servicemember on active duty.  
☐ Is in the military service on active duty.  
☐ I have been unable to determine whether or not the defendant is in the military service on active duty.

**I understand that any false statements in this document are made under penalty of perjury, and that  
making a false statement is a violation of Federal Law and is subject to both fine and imprisonment.**

\_\_\_\_\_  
**Signature of Affiant**

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Court Clerk

**SERVICEMEMBERS CIVIL RELIEF ACT (SCRA)**

If the defendant does not file an answer to the lawsuit, or does not appear in court, the plaintiff will NOT be able to  
receive a **“default judgement”** unless the plaintiff first files with the court a **Servicemembers Civil Relief Act  
Affidavit** stating, under oath, that the defendant is not in the military service on active duty status. A false statement in  
this affidavit is a violation of Federal Law. If a plaintiff does not have personal knowledge of the defendant's military  
status, the Department of Defense maintains a secure website where plaintiff can obtain a status record.

**The form can be downloaded from the Servicemembers Civil Relief Act (SCRA) Website.**

**There is no charge for this form.**

Website: <https://scra.dmdc.osd.mil/scra/#/single-record>