



In California, if you provide materials or labor to a construction project, you are generally allowed to lien that project in the event of non-payment. In some circumstances, however, California law requires that a claimant provide notice to certain parties to preserve its rights to lien.

This notice is commonly referred to as “Preliminary 20-day Notice,” although a law change that went into effect on [July 1, 2012 changed the terminology](#) and it is now called simply a “[Preliminary Notice](#).”

Contrary to popular belief, the notice must be sent to the required parties *as soon as or before work begins*, and not simply before a lien is filed.

What is Preliminary 20-Day Notice?

California Civil Code § 8200 provides that notice “means a written notice from a claimant that is given prior to the recording of a mechanic’s lien...”

The California preliminary notice requirements are similar to the requirements of other states, and they purport to serve the following general purpose: to notify the property owner that the property may be lienied in the event of non-payment.

A construction lien carries severe consequences to the property owner. If a property owner pays the

general contractor, and it fails to pay its subs, through a construction lien the owner may be obligated to *pay twice on the project*! Most states require preliminary notice to ensure that the owner is notified of who is and who is not working on his property.

The Form of California's Preliminary Notice

California statute requires that preliminary notices contain specific information. [California Civil Code § 8102](#) provides that the notice must contain the following:

- Name and address of the owner or reputed owner;
- Name and address of the director contractor;
- Name and address of the construction lender, if any;
- Description of the site sufficient for identification, including the street address of the site, if any;
- Name, address and relationship to the parties of the person giving notice;
- General statement of the work provided;
- The name of the person to or for whom the work is provided.

Who Must Provide Notice

Further requirements are enumerated in a separate section of the California statutes, [Civ. Code § 8202](#), which provides that in addition to complying with §8102's requirements, a preliminary notice must also include:

- A general description of the work to be provided; and
- An estimate of the total price of the work to be provided; and
- The following, *exact* statement in **boldface** type:

NOTICE TO PROPERTY OWNER EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL, if the person or firm that has given you this notice is not paid in full for labor, service, equipment, or material provided or to be provided to your construction project, a lien may be placed on your property. Foreclosure of the lien may lead to loss of all or part of your property. You may wish to protect yourself against this by (1) requiring your contractor to provide a signed release by the person or firm that has given you this notice before making payment to your contractor, or (2) any other method that is appropriate under the circumstances. This notice is required by law to be served by the undersigned as a statement of your legal rights. This notice is not intended to reflect upon the financial condition of the contractor or the person employed by you on the construction project. If you record a notice of cessation or completion of your construction project, you must within 10 days after recording, send a copy of the notice of completion to your contractor and the person or firm that has given you this notice. The notice must be sent by registered or certified mail. Failure to send the notice will extend the deadline to record a claim of lien. You are not required to send the notice if you are a residential homeowner of a dwelling containing four or fewer units.

Since these requirements are set forth by statute, and lien statutes are typically strictly construed, it is important that your preliminary notice meet these requirements.

Free forms for both state and private projects are included with this guide.

As discussed above, not everyone is required to provide this preliminary notice. There are many circumstances when a contractor or supplier can lien a project when they have not sent preliminary notice. However, this is the minority of cases, and recent case law as well as the July 1st 2012 law change in California has made this more rare.

The key question, therefore, is clearly this: Who must provide Preliminary Notice?

The new general rule of thumb in California is that Preliminary Notice is required by anyone who is not a laborer. A laborer is someone who performs purely labor work on a project, and does not provide for materials.

Those in direct contract with the owner have reduced preliminary notice requirements, and in many cases, need not send preliminary notice. In the case of those parties in direct contract with the property owner, preliminary notice need only be sent to the construction lender, if there is one.

Interestingly, California courts have very liberally construed the phrase "direct contract with the owner" to include other parties aside from those who actually signed the contract with the owner.

In California, any contractor or materialman is presumed to be under "direct contract" with the owner so long as the owner has actual knowledge that construction work is being performed on his property. *Kim v. JF Enterprises (App 2. Dist. 1996) 50 Cal. Rptr. 2d 141, 42 Cal. App. 4th 849*. Be cautious about this precedent, however, as it is before the July 1st amendments.

Who to Send California Preliminary Notices To

Assuming you are required to send Preliminary Notice, the California statutes stipulate exactly who

is required to receive that notice to properly preserve a contractor or supplier's lien rights.

The Preliminary Notice should be sent to:

- The Owner (or reputed owner);
- The Original Contractor (or reputed original contractor); and
- The construction lender, if any.

Of course, as above-mentioned, those who contract directly with the owner need only send notice to the construction lender.

When to Send Your California Preliminary Notice

Perhaps the most important question about preliminary notice in California concerns when the statutes require that notice be delivered by a contractor or supplier.

In California, notice must be given not later than 20 days after the claimant has first furnished labor, services, equipment or materials to the jobsite.

[After the expiration of these 20 days, the claimant may still send notice](#), but it will only be effective as to the labor, services and materials supplied or provided within 20 days prior to the service of the notice (and thereafter).

Therefore, if you are required to provide preliminary notice under California statutes, it's imperative that you deliver the notice as soon as practical. Waiting until 20 days after you begin work will jeopardize your rights to lien for unpaid work.

How to Send A California Preliminary Notice

California statutes specifically provide a method for sending notice to the receiving parties.

The notice can be sent by delivering the document personally, by leaving it at the residence or place of

Guide To California's Preliminary Notices

business of the party with some person in charge, or by registered or certified first-class mail.

If the owner is out of state and the above-methods do not work, you can send the owner's notice via certified or registered mail to the construction lender or original contractor.

It is important to keep good records of delivery, as the statutes also provide a specific method to prove the preliminary notice was delivered. In fact, the statute requires that you keep a "Proof of Notice Declaration" that states the type of notice given, the date, place and manner of giving notice, facts showing the notice was given as required by the statute, the name and address of the person to which notice was given, and if the notice was given by mail, some documentation showing the tracking and delivery of the same. See [California Civil Code § 8118](#).

A free sample Affidavit of Delivery is included with this guide.

Why You Should Use Zlien To Send Your California Preliminary Notices

As you can see, sending a California preliminary notice properly requires a lot of compliance. The law takes a lot of twists and turns, and it's best to rely on Zlien and its proprietary preliminary notice and mechanics lien compliance system to ensure your preliminary notices are sent right, all of the time.

Every time Zlien sends a California preliminary notice, it performs the following:

- Researches the property owner and lender to confirm identity;
- Prepares the form and delivers it to the required parties
- Pays for all postage
- Tracks mailings to ensure delivery
- Keeps an Affidavit and Declaration of Delivery

Zlien is a licensed, bonded and insured legal document preparation company in the State of California (LDA-352). You can [learn more about its Preliminary Notice Services at Zlien.com](#).

Related Articles:

[4 Reasons Its Smart To Outsource Your Preliminary Notice Work](#)

[Do You Save Money When Sending Your Own Preliminary Notices?](#)

About Zlien

[Zlien](#) handles mechanics lien compliance for thousands of contractors and suppliers across the United States. A mechanics lien is one of the most powerful tools in obtaining delinquent payment. The mechanics lien is filed when a contractor goes unpaid for work or materials furnished to a construction project. Once the proper paperwork is filed and served by Zlien, the debtor will be obligated by law to pay for the work done by the contractor. Should the debtor not pay the lien in the time given and the lien enforced, the debtor's property will be sold by a court, with the proceeds going towards paying the filed liens. Zlien has the knowledge it takes to file your liens in any part of the country. With the filing of paperwork differing from state to state, Zlien offers its filing services all across the nation.



PRELIMINARY NOTICE

Private Construction Projects. California Civil Code § 8200 et seq.

IN ACCORDANCE WITH SECTIONS 8200 et. seq. OF THE CALIFORNIA CIVIL CODE,
THIS IS NOT A REFLECTION OF THE INTEGRITY OF ANY CONTRACTOR OR
SUBCONTRACTOR.

Notice Sent To:

Property Owner:

Direct Contractor

Construction Lender

Notice From:

Claimant

You are hereby notified that the Claimant
has furnished or will be furnishing labor,
services, equipment or materials of the
following general description
("Services"):

These services have been contracted for
by (Hiring Party):

An estimate of the total price of the labor,
services, equipment or material furnished
or to be furnished is:

\$ _____

Property address where the Services are
furnished or to be furnished:

IMPORTANT NOTICE ON THE FOLLOWING PAGE

NOTICE TO PROPERTY OWNER

EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL, if the person or firm that has given you this notice is not paid in full for labor, service, equipment, or material provided or to be provided to your construction project, a lien may lead to loss of all or part of your property. You may wish to protect yourself against this by (1) requiring your contractor to provide a signed release by the person or firm that has given you this notice before making payment to your contractor, or (2) any other method that is appropriate under the circumstances.

This notice is required by law to be served by the undersigned as a statement of your legal rights. This notice is not intended to reflect upon the financial condition of the contractor or the person employed by you on the construction project.

If you record a notice of cessation or completion of your construction project, you must within 10 days after recording, send a copy of the notice of completion to your contractor and the person or firm that has given you this notice. The notice must be sent by registered or certified mail. Failure to send the notice will extend the deadline to record a claim of lien. You are not required to send the notice if you are a residential homeowner of a dwelling containing four or fewer units.

IMPORTANT: INFORMATION REQUEST PURSUANT TO §8208

If the property owner and/or construction lender are not identified in this notice, or if either are incorrectly identified, please accept this notice as a formal request to the direct contractor pursuant to §8208 to deliver (i) The name and address of the owner; and /or (ii) The name and address of the construction lender, if any; as the case may be, to the Notifying Party at the above-provided address:

CLAIMANT

Signed by Authorized and Disclosed Agent

Print Name: _____

Dated: ____/____/____

PRELIMINARY NOTICE

Public Construction Projects. California Civil Code § 9300 et seq.

IN ACCORDANCE WITH SECTIONS 9300 et. seq. OF THE CALIFORNIA CIVIL CODE,
THIS IS NOT A REFLECTION OF THE INTEGRITY OF ANY CONTRACTOR OR
SUBCONTRACTOR.

Notice Sent To:

Property Owner:

Direct Contractor

Surety

You are hereby notified that the Claimant
has furnished or will be furnishing labor,
services, equipment or materials of the
following general description
("Services"):

These services have been contracted for
by (Hiring Party):

An estimate of the total price of the labor,
services, equipment or material furnished
or to be furnished is:

\$ _____

Notice From:

Claimant

Property address where the Services are
furnished or to be furnished:

IMPORTANT NOTICE ON THE FOLLOWING PAGE

EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL, if the person or firm that has given you this notice is not paid in full for labor, service, equipment, or material provided or to be provided to your construction project, a lien may lead to loss of all or part of your property. You may wish to protect yourself against this by (1) requiring your contractor to provide a signed release by the person or firm that has given you this notice before making payment to your contractor, or (2) any other method that is appropriate under the circumstances.

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IMPORTANT: INFORMATION REQUEST
PURSUANT TO §9550 et seq.

If the public entity commissioning work and/or the surety are not identified in this notice, or if either are incorrectly identified, please accept this notice as a formal request to the direct contractor pursuant to §9550 et seq to deliver (i) The name and address of the public entity commissioning the work; and /or (ii) The name and address of the surety, if any; as the case may be, to the Notifying Party at the above-provided address.

CLAIMANT

Signed by Authorized and Disclosed Agent

Print Name: _____

Dated: ____/____/____

PROOF OF SERVICE DECLARATION

I, _____, hereby declare that on the ____ day of _____, 20____, I served copies of the attached Preliminary Notice to the following parties:

[____] Property Owner, _____, at

Tracking No. _____

[____] Direct Contractor, _____, at

Tracking No. _____

[____] Construction Lender, _____, at

Tracking No. _____

[____] Surety, _____, at

Tracking No. _____

I served the attached Preliminary Notice:

[____] By personally delivering the notice to the identified parties;

[____] By first class certified or registered mail, postage prepaid, addressed to the party at the address shown herein and designated with the tracking number provided herein.

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

Signed: _____

Signed by: _____

Dated: ____/____/____