

# FastEvict.com / Law Group

474 W Orange Show Rd. San Bernardino, California 92408  
Telephone: (800) 686-8686 • (909) 889-2000 • Facsimile: (800) 675-5002 • (909) 889-3900  
Website: www.fastevict.com/evictions • Email: intake@fastevict.com

15 DAY PAY ☐ 3 DAY QUIT/ ☐ 30 DAY ☐ 60 DAY ☐ FORECLOSURE ☐ OTHER ☐  
COVENANT

## PLEASE ANSWER ALL QUESTIONS.

Any error could result in a dismissal or significant delay in your case which may result in additional costs / fees.

### OWNERS INFORMATION:

PAYMENT FOR NOTICE ONLY

CREDIT CARD #:

EXP Date:

CVV2:

CREDIT CARD BILLING ADDRESS:

NAME ALL INDIVIDUAL OWNERS OF THE PROPERTY:

RELATION TO PROPERTY IS: OWNER, MANAGER, SUBTENANT?

HOW IS THE RENTAL / SUBJECT PROPERTY HELD? TRUST? LLC? CORP? PARTNERSHIP? INDIVIDUAL? SUBLEASE? OTHER?

BUSINESS/TRUST AND TRUSTEE NAME:

DO YOU NEED A BUSINESS LICENSE? YES ☐ - NO ☐ COUNTY OR STATE BUSINESS IS REGISTERED IN:

HAS TITLE OR OWNERSHIP RECENTLY CHANGED? YES ☐ - NO ☐ HAS MANAGEMENT RECENTLY CHANGED? YES ☐ --- NO ☐

IS YOUR PROPERTY SUBJECT TO RENT CONTROL? YES ☐ - NO ☐ DO YOU NEED A CITY BUSINESS LICENSE? YES ☐ --- NO ☐

IN WHICH COUNTY IS THE SUBJECT PROPERTY RECORDED? LA, SB, OC, SD, VEN., S. BARBARA, KERN, IMP.

OWNERS ADDRESS:

DOES TENANT KNOW THIS ADDRESS? YES ☐ --- NO ☐

CITY:

STATE:

ZIP CODE:

FAX NUMBER:

CELL PHONE:

ALT NUMBER:

EMAIL:

**\*\*FAILURE TO REVEAL HABITABILITY ISSUES NOW, COULD RESULT IN A POSSIBLE LOSS OF YOUR CASE!!!!\*\***

### TENANTS INFORMATION:

ADDRESS WHERE TENANT PAY RENT TO | DIRECT DEPOSIT INFO:

EVICION ADDRESS:

ALT MAILING ADDRESS / POBOX / DOOR #

DESCRIPTION OF PROPERTY:

TENANT NAMES/ALL OCCUPANTS OVER 18:

CURRENT MONTHLY RENT: DUE DATE: SECURITY DEPOSIT:

LATE RENT FEE: PARAGRAPH OF LEASE:

DOES YOUR TENANT RECEIVE SECTION 8 OR HOUSING ASSISTANCE OR ANY KIND OF RENTAL ASSISTANCE? YES ☐ --- NO ☐

IF YES WHAT IS SECTION 8'S PORTION? AND THE TENANTS PORTION?

IS ANY TENANT ON ACTIVE DUTY IN THE MILITARY? YES ☐ --- NO ☐

IF YOU HAVE NO WRITTEN AGREEMENT OR LOST IT, WHAT DATE DID YOUR TENANTS MOVE IN?

HAS THE AGREEMENT CHANGED SINCE MOVE IN?

**\*\*ATTORNEY FEES CAN ONLY BE AWARDED WITH A WRITTEN AGREEMENT\*\***

15 Day Notice Breakdown				
<b>**YOU CANNOT ASK FOR MORE THAN 12 MONTHS OF RENT**</b>				
<b>IE ON 1<sup>ST</sup> OF MONTH</b>				
<b>RENT RATE IS \$1,500.00</b>				
Amount \$1500.00	Start Date January 1 <sup>st</sup> , 1999	End Day January 31 <sup>st</sup> , 1999		
Have you re-verified employment/Income YES <input type="checkbox"/> --- NO <input type="checkbox"/> We can serve notice and summons at place of employment			Have there been any habitability complaints made by the tenants within the last 6 months? YES <input type="checkbox"/> --- NO <input type="checkbox"/> HAVE YOU FILED A PREVIOUS CASE AGAINST THE OCCUPANTS? YES <input type="checkbox"/> --- NO <input type="checkbox"/> HAVE YOU SERVED ANY OTHER NOTICES? YES <input type="checkbox"/> --- NO <input type="checkbox"/> HAVE THE OCCUPANTS GIVEN YOU ANY NOTICES? YES <input type="checkbox"/> - NO <input type="checkbox"/> Have you received notices or citations from Code Enforcement or the City? YES <input type="checkbox"/> --- NO <input type="checkbox"/> If So attach receipts and documentation of repairs made	
PLEASE STATE EACH RENTAL PERIOD RENT IS OWED FOR			WHAT IS THE DATE YOU WERE LAST IN THE PROPERTY?	
Amount	Start Date	End Day	For 30/60 Day Notice cases: Have you accepted rent after the Notice Expires period? YES <input type="checkbox"/> --- NO <input type="checkbox"/> Do you want protection against unknown tenants (Arietta)? YES <input type="checkbox"/> --- NO <input type="checkbox"/> If yes, please fax a copy of the most recent rent increase: <b>Verbal Rent Increases are not Valid</b> and you may have a problem if the tenant never paid the increased amount.	
Description of Tenant(s):			Have there been any rent increases --- YES <input type="checkbox"/> NO <input type="checkbox"/> Manger / Agent Information (If Applicable) for Owner	
NAME:			Name:	
Age	Hair	Height	Weight	Phone:
				Email:
Name:				Address:
Age	Hair	Height	Weight	City/State/Zip:

\*THE NOTICE WILL REMAIN PROPERTY OF FASTEVICT.COM / LAW GROUP, NO PROOF OF SERVICE WILL BE CREATED UNTIL THE FILING OF THE EVICTION.

Form Courtesy Of FastEvict.com / Law Group



Law Offices of **M.C. Earle & Associates**

**[FastEvict.com](http://FastEvict.com) / Law Group**

Attorney at Law

474 W Orange Show Rd. San Bernardino, California 92408

Telephone: (800) 6868686 • Facsimile: (800) 6755002 • Website: [www.fastevict.com](http://www.fastevict.com) • Email: [intake@fastevict.com](mailto:intake@fastevict.com)

**UNLAWFUL DETAINER ATTORNEY-CLIENT RETAINER AGREEMENT AND CREDIT CARD AUTHORIZATION**

ATTN: \_\_\_\_\_ TODAY'S DATE \_\_\_\_\_  
DEFENDANT'S NAME \_\_\_\_\_ CELL #: \_\_\_\_\_ WORK# \_\_\_\_\_

Client, \_\_\_\_\_, hereby retains M. C. Earle & Assoc. as his/her/its attorney in the Unlawful Detainer matter concerning the eviction property located: \_\_\_\_\_

**Client hereby acknowledges and agrees that Attorney's representation of client shall not include any obligation to settle, negotiate, obtain a waiver of, or represent client in any matter or claim that the opposing party may have or may hereafter raise against client in any affirmative action/related action filed by said party unless the client executes a separate retainer agreement.**

Client shall pay the sum of \$ \_\_\_\_\_ for an uncontested eviction/collection case. **All advance fees and costs for an uncontested eviction are non-refundable once the Unlawful Detainer action is prepared and filed. Uncontested Unlawful Detainer Fees do not include Sheriff Fees.**

In the event the opposing party files a response and the matter is set for trial client agrees to pay attorney the sum of \$350.00 to (fees subject to change depending on filing court; call for details) for an appearance at trial for the first hour. If the trial or court appearance takes more than one hour client agrees to pay the additional sum of \$350.00 to (fees subject to change depending on filing court; call for details) for each additional hour. Client agrees to pay the sum of \$350.00 for the preparation of any motion and/or for the preparation of an opposition to any motion, as required, except Motions for Summary Judgment. Client also agrees to pay the sum of \$350.00 to (fees subject to change depending on filing court, call for details) M.C. Earle & Associates to appear at any motion.

Client also agrees to pay the sum of \$350.00 for each set of discovery, including but not limited to, form interrogatories, request for production of documents, request for admissions and special interrogatories that may be required in the eviction matter. Client also agrees to pay the sum of \$350.00 for the preparation a response to each set of discovery that may be propounded by the opposing party. Additionally, if the opposing party requests a jury trial client agrees to pay the sum of **\$2,500.00** for pre-trial preparation, payable upon the receipt of a demand for jury trial, and \$2,000.00 per day for trial after the jury is selected.

If client fails to pay the fees required by this agreement client understands that attorney will not be required to send the Writ of Possession to the Sheriff's Department.

**Subject to certain exceptions, attorney-client communications are privileged and confidential. Without waiving this privilege or confidentiality, Client hereby authorizes Attorney, in its judgment and discretion for the best interests of the Client, to communicate concerning the Engagement or the Client with other parties or professionals for the benefit of Client, including, but not limited to, any third party that has agreed to pay attorney fees and costs for this eviction case**

By checking this box, you agree to all terms and conditions in this agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Client/Landlord Signature

\_\_\_\_\_  
Client/Landlord Cell #

By signing, you agree to all terms and conditions in this agreement.

**Pursuant to CC1954, Client must have made reasonable attempt to enter dwelling the last 6 months. If any money is accepted after service of the notice [FastEvict.com](http://FastEvict.com) must be notified forthwith.**

**Credit Card Authorization**

I \_\_\_\_\_ authorize [FastEvict.com](http://FastEvict.com) to charge my credit card indicated below for payment of any and all services required to be completed in my Eviction Process. I understand that I will receive advance notice of the charge via telephone or email.

Cardholder Name \_\_\_\_\_ Credit Card Billing Address \_\_\_\_\_  
**Street Address, City, State & Zip Required**

Cardtype \_\_\_\_\_ Account # \_\_\_\_\_  
Expiration Date \_\_\_\_\_ CVV CODE \_\_\_\_\_ **CLIENT'S EMAIL** \_\_\_\_\_

I understand that by executing this credit authorization form I am paying for legal services and I authorize [FastEvict.Com](http://FastEvict.Com) to handle the entire Civil, Small Claims, or Eviction and Collection process as set forth in the Retainer Agreement. I also understand that once [FastEvict.com](http://FastEvict.com) has rendered the services agreed upon that there are no refunds. I also understand that this authorization shall remain in full force and effect until canceled in writing and I agree to notify [FastEvict.com](http://FastEvict.com) in writing of any changes to my account information or termination of this authorization at least 15 days prior.

This authorization is for the type of services indicated in the retainer agreement. I certify that I am an authorized user of this credit card and that I will not dispute the authorized payments with my credit card company.

**I also understand that if I dispute the charges that I have authorized and [FastEvict.com](http://FastEvict.com) has to contest that dispute that I will be responsible for any fees and costs incurred by [FastEvict.com](http://FastEvict.com) to contest that credit card dispute at the rate of \$250.00 per hour plus actual costs.**

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

\_\_\_\_\_  
AUTHORIZED SIGNATURE

**Your bank statement will reflect "Law Office of John E. Bouzane"**

Now accepting ZELLE! Account phone#: 909-825-3535. Please ensure you notify our office if you are going to be paying by ZELLE.

Due to your credit card company's refund policy, [FastEvict.com](http://FastEvict.com) will be deducting 4% from the total amount of the refund along with a \$50.00 processing fee. Uncontested Residential Evictions over \$10K or Uncontested Commercial Evictions over 20K please call for pricing.

[FASTEVICT.COM](http://FASTEVICT.COM) HAS THE RIGHT TO REFUSE SERVICE TO ANYONE

Law Offices of **M.C. Earle & Associates**

[FastEvict.com](http://FastEvict.com) / Law Group

Attorney at Law

474 W Orange Show Rd. San Bernardino, California 92408

Telephone: (800) 6868686 • Facsimile: (800) 6755002 • Website: [www.fastevict.com](http://www.fastevict.com) • Email: [intake@fastevict.com](mailto:intake@fastevict.com)

**\$175 & UP COVID/AB 3088 preparation and service of notice package-** includes tenant fact sheet, one 15 day rent or covenant notice, and declaration to tenant. Each additional notice prepared and served for same address within the same month is \$75 each. Please note rent due from March 1, 2020 – August 31, 2020 is a different notice than rent owed from September 1, 2020 – January 31, 2021 and we do not recommend serving both notices at the same time. **\*\* Please note that proceeding on an Unlawful Detainer based on rent owing from March 1, 2020 – January 31, 2021 is done at your own risk as there are no guarantees on getting possession for rent owing in that time period. The court will allow the defendant to file for a hearing if they claim they have excusable neglect reason for not providing the declaration to the notice to pay as required**

\*The fee for any notice unrelated to COVID is \$150 & up

**\$865 & UP Uncontested including attorney's fees\* plus:**

(under \$10,000 please contact our office for over \$10,000) The minimum flat fee retainer to process a COVID-based residential default eviction is only \$795 & up which covers your attorney's fees, plus court filing costs, electronic filing costs, service of process costs, court costs for the Clerk's Judgment for a Writ of Restitution. If you wish to obtain money judgment against the tenant, there is no additional charge. Upon signing this retainer, you are agreeing for the Law Office to fully proceed with the collection of the monies owed to you. If you do not wish to have our office obtain a judgment for you, you must notify the Law Office for each case after the tenancy property has been restored to you - we automatically obtain a money judgment against the former tenant(s). Fees, costs or court charges are subject to change at option of Law Office.

\*Add \$175 For Sheriff Lockout

\*Add \$25 if a Pre-Judgment Claim of Right of Possession is requested

\*Add \$20 for process serving charges for each additional Defendant to be served

**\*\*Please note that on any Residential Unlawful Detainer that is based on rent owing from March 1, 2020 – January 31, 2021, there is no guarantee that you will get possession of your property by filing the Unlawful Detainer. Under AB 3088, the defendants can file for a hearing up to the date of the lockout regarding the reason the declaration re: COVID was not submitted timely and if the judge grants their motion for hearing, the case can be dismissed.**

**TYPICAL "TRIAL" EVICTION**

**\$350 & up** Upon the tenant filing an *Answer* there will be an additional charge which may include the following services for a typical trial mode eviction:

(1) obtain a copy of the Answer from the court, set the matter for a prep" with staff, (3) engage in up to one hour court trial, (4) prepare a standard judgment, and (5) process the paperwork with the court and the Sheriff's office.

**POTENTIAL "EXTRAORDINARY" SERVICES/COSTS**

There could be other extraordinary services/costs depending on how we need to respond to what the tenant does or what occurs in the case. The following illustrates the most typical "extraordinary" services that may be necessary in your case:

<b>\$350 &amp; up</b>	<b>Per Hour: Court trial or hearing that exceeds one Hour</b>	<b>\$350 per set/hr &amp; up</b>	<b>Deposition/interrogatories/Answers to Interrogatories/Discovery</b>
	<b>Additional phone calls regarding status, legal questions, etc after the initial intake of the case will result in additional fees.</b>		
	<b>Attorney attendance at court hearing</b>	<b>\$2500 &amp; up</b>	<b>Jury trial preparation/Jury trial/Personal Inspection of premises</b>
	<b>Preparation for Court trial or hearing with attorney</b>		
	<b>Points &amp; Authorities/Legal briefs/Legal Research</b>	<b>\$350</b>	<b>Preparation of a simple Subpoena Duces Tecum</b>
	<b>Travel Time/Custom letters and consultations with attorneys</b>		
	<b>Preparation of Notices to Quit/Section 8/HUD / Good Cause Warning letters</b>		
	<b>Preparation of Custom Stipulated Judgment/Stipulation &amp; Order</b>	<b>\$75 Per Item:</b>	<b>Order to post Summons and Complaint</b>
	<b>Mutual Agreements to Vacate / Ex tensions of Notices to Vacate</b>		<b>Preparation of Declaration Under Penalty of Perjury</b>
	<b>Drafting Motions and Opposition to Motions</b>		
	<b>Settlement negotiations with clients/attorneys/tenants</b>	<b>\$1250 &amp; up:</b>	<b>Obtaining a temporary restraining order for civil harassment and/ or elder abuse including filing and appearance</b>
	<b>Preparation of documents for filing Unlawful Detainer</b>	<b>\$330 &amp; up:</b>	<b>Statement of facts and witnesses for trial</b>
	<b>**Please be advised pursuant to AB 3088, local and county moratoriums, and the current CDC order in place, we are unable to guarantee you will receive possession of your property, prior to 2/1/21, with the filing of this eviction.</b>	<b>\$500 &amp; Up</b>	<b>Opposition and Appearance for Covid-19 distress hearing</b>
<b>\$25 &amp; up</b>	<b>Unscheduled Phone calls lasting longer than 15 minutes will be charged \$25 for every additional 15 minutes thereafter.</b>		

Due to your credit card company's refund policy, [FastEvict.com](http://FastEvict.com) will be deducting 4% from the total amount of the refund along with a \$50.00 processing fee. Uncontested Residential Evictions over \$10K or Uncontested Commercial Evictions over 20K please call for pricing.

[FASTEVICT.COM](http://FASTEVICT.COM) HAS THE RIGHT TO REFUSE SERVICE TO ANYONE

Law Offices of **M.C. Earle & Associates**

**[FastEvict.com](http://FastEvict.com) / Law Group**

Attorney at Law

474 W Orange Show Rd. San Bernardino, California 92408

Telephone: (800) 6868686 • Facsimile: (800) 6755002 • Website: [www.fastevict.com](http://www.fastevict.com) • Email: [intake@fastevict.com](mailto:intake@fastevict.com)

---

**Extraordinary Costs: Advanced filing cost for a court motion, additional process serving charges or service attempts by process server, Sheriff Re-posting cost, Writ of Execution fee-collection, Abstract of Judgment. mailing or postage charges, Satisfaction of Judgement, etc.**

Further, the tenant or tenant's attorney may contact this office to engage in settlement negotiations, or have you answer interrogatories or attend depositions of witnesses. We may also be forced to wait for an available courtroom for hours on end, or the trial may take longer than the typical one hour. For the extraordinary services or costs as described in part above, you will be billed accordingly. Any time spent by the office staff for settlement negotiations, or additional phone calls will be billed at the rate of \$175 per hour. The Law Office is extremely busy representing many clients and employs and trains staff for the purpose of processing, answering and handling routine questions that are presented with each lawsuit or case for which we are retained. Staff cannot provide legal advice. Occasionally, a client or manager overwhelmingly feels the absolute need to speak with the attorney personally - even though an employee has provided answers to the client's inquiries as to status and standard procedures. In these instances, the undersigned understands that if according to the desire of the client speaking personally with an attorney is imperative, the minimum fee for such expenditure of time is \$100 for which the client will be billed. Any time personally spent by the attorney beyond fifteen minutes will be billed at the proportional rate of \$250 per hour. Unless special arrangements are made with the client or agent, the charge for a typical default eviction as specified herein must be paid in advance. The attorney fees of \$250 + 4% refund costs shall be considered fully earned as soon as the law office prepares the Summons & Complaint. Attorney fees shall be considered as "earned" when the Summons & Complaint for Unlawful Detainer are drafted by the law office.

The Law Office may utilize the services of associated and closely affiliated attorneys to handle a variety of legal services. These services may include legal research, motion drafting, discovery, court appearances, jury trial preparation, jury and court trials and federal matters, including bankruptcy. Client hereby gives permission and consent for the Law Office, at its discretion, to engage such counsel for appropriate tasks and in accordance with the posted fee schedule. Under certain circumstances, a separate retainer agreement may be necessary.

THE LAW OFFICE INTENDS TO RETAIN ALL CLIENT FILES FOR A PERIOD OF NOT LESS THAN SEVEN YEARS FROM COMPLETION OF REPRESENTATION, AFTER WHICH THE FILE WILL BE DESTROYED. WITHIN THAT FIVE YEARS, WE WILL GLADLY PROVIDE YOU WITH ONE DUPLICATE COPY OF THE FILE ON REQUEST. THERE WILL BE AN ACQUISITION AND ADMINISTRATION FEE OF \$50.00 TO OBTAIN THE FILE FROM THE STORAGE SHED.

Fees, costs or court charges are subject to change at option of Law Office.

I DECLARE THAT THE INFORMATION PROVIDED TO THE LAW OFFICE, ALONG WITH THIS TWO PAGE RETAINER, IS TRUE AND CORRECT AND IF CALLED AS A WITNESS TO TESTIFY IN COURT, I COULD DO SO COMPETENTLY. BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE RETAINER AGREEMENT AND AM BOUND BY SAID RETAINER AGREEMENT

Due to your credit card company's refund policy, [FastEvict.com](http://FastEvict.com) will be deducting 4% from the total amount of the refund along with a \$50.00 processing fee. Uncontested Residential Evictions over \$10K or Uncontested Commercial Evictions over 20K please call for pricing.

[FASTEVICT.COM](http://FASTEVICT.COM) HAS THE RIGHT TO REFUSE SERVICE TO ANYONE

**VERIFICATION**

**STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO**

I have read the foregoing SUMMONS AND COMPLAINT FOR UNLAWFUL DETAINER

\_\_\_\_\_ 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 SAN BERNARDINO, 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

I request that a facsimile be accepted as an original pursuant to CRC 2.305(d), a signature hereon, in any, I produced by facsimile transmission is admissible as an original

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: EMAIL ADDRESS: ATTORNEY FOR (name):	<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF: DEFENDANT:	
<b>PLAINTIFF'S MANDATORY COVER SHEET AND SUPPLEMENTAL ALLEGATIONS—UNLAWFUL DETAINER</b>	CASE NUMBER:
For action filed (check one): <input type="checkbox"/> before October 5, 2020 <input type="checkbox"/> on October 5, 2020, or later	

All plaintiffs in unlawful detainer proceedings must file and serve this form. Filing this form complies with the requirement in Code of Civil Procedure section 1179.01.5(c).

- Serve this form with the summons.
- If a summons has already been served without this form, then serve it by mail or any other means of service authorized by law.
- If defendant has answered prior to service of this form, there is no requirement for defendant to respond to the supplemental allegations before trial.

Before obtaining a judgment in an unlawful detainer action for nonpayment of rent on a residential property, a plaintiff will be required to verify that no rental assistance or other financial compensation has been received for the amount in the notice demanding payment or accruing afterward, and no application is pending for such assistance. For a default judgment, plaintiff must use Verification by Landlord Regarding Rental Assistance (form UD-120) to make this verification.

1. PLAINTIFF (name each):

alleges causes of action in the complaint filed in this action against DEFENDANT (name each):

2. **Statutory cover sheet allegations** (Code Civ. Proc., § 1179.01.5(c))

- a. This action seeks possession of real property that is (check all that apply): ☐ Residential ☐ Commercial  
 (If "residential" is checked, complete items 3 and 4 and all remaining items that apply to this action. If only "commercial" is checked, no further items need to be completed except the signature and verification.)
- b. This action is based, in whole or in part, on an alleged default payment of rent or other charges. ☐ Yes ☐ No

3. **Tenants subject to COVID-19 Tenant Relief Act** (Code Civ. Proc., § 1179.02(h))

- a. (1) One or more defendants in this action is a natural person: ☐ Yes ☐ No  
 (2) Identify any defendant not a natural person:  
 (If no is checked, then no further items need to be completed except the signature and verification.)
- b. (1) All defendants named in this action maintain occupancy as described in Civil Code section 1940(b). ☐ Yes ☐ No  
 (2) Identify any defendant who does not:  
 (If yes is checked, then no further items need to be completed except the signature and verification.)

PLAINTIFF: DEFENDANT:	CASE NUMBER:
--------------------------	--------------

#### 4. Federal law allegations

- a. Defendant ☐ has ☐ has not provided a statement under penalty of perjury for the Centers for Disease Control and Prevention's order for *Temporary Halt in Evictions to Prevent Further Spread of COVID-19* (85 Federal Register 55292) or its extension. (Note to plaintiff: Proceeding in violation of the federal order may result in civil or criminal penalties.)
- b. This action ☐ does ☐ does not seek possession of a dwelling unit in property that has a federally backed multifamily mortgage for which forbearance has been granted under title 15 United States Code section 9057.
- (1) Date forbearance began:
- (2) Date forbearance ended:

#### 5. ☐ Unlawful detainer notice expired before March 1, 2020

The unlawful detainer complaint in this action is based solely on a notice to quit, to pay or quit, or to perform covenants or quit, in which the time period specified in the notice expired before March 1, 2020. (If this is the only basis for the action, no further items need to be completed except the signature and verification on page 4. (Code Civ. Proc., § 1179.03.5(a)(1).))

#### 6. ☐ Rent or other financial obligations due between March 1, 2020, and August 31, 2020 (protected time period)

The unlawful detainer complaint in this action is based, at least in part, on a demand for payment of rent or other financial obligations due in the protected time period. (Check all that apply.)

- a. ☐ Defendant (name each):

was served the "Notice from the State of California" required by Code of Civil Procedure section 1179.04, and if more than one defendant, on the same date and in the same manner. (Provide information regarding service of this notice in item 8 below.)

- b. ☐ One or more defendants was served with the notice in item 6a on a different date or in a different manner, which service is described in attachment 8c.
- c. ☐ Defendant (name each):

was served with at least 15 days' notice to pay rent or other financial obligations, quit, or deliver a declaration, and an unsigned declaration of COVID-19–related financial distress, in the form and with the content required in Code of Civil Procedure section 1179.03(b) and (d).

(If the notice identified defendant as a **high-income tenant** and requested submission of documentation supporting any declaration the defendant submits, complete item 9 below. (Code Civ. Proc., § 1179.02.5(c).))

(If filing form UD-100 with this form and item 6c is checked, specify this 15-day notice in item 9a(7) on form UD-100, attach a copy of the notice to that complaint form, and provide all requested information about service on that form.)

- d. Response to notice (check all that apply):

- (1) ☐ Defendant (name each):

delivered a declaration of COVID-19–related financial distress on landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

- (2) ☐ Defendant (name each):

did *not* deliver a declaration of COVID-19–related financial distress on landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

#### 7. ☐ Rent or other financial obligations due between September 1, 2020, and September 30, 2021 (the transition time period) The unlawful detainer complaint in this action is based, at least in part, on a demand for payment of rent or other financial obligations due during the transition time period.

- a. ☐ Defendant (name each):

was served the "Notice from the State of California" required by Code of Civil Procedure section 1179.04, and if more than one defendant, on the same date and in the same manner. (Provide information regarding service of this notice in item 8 below.)



PLAINTIFF: DEFENDANT:	CASE NUMBER:
--------------------------	--------------

7. b. ☐ One or more defendants was served with the notice in item 7a on a different date or in a different manner, which service is described in attachment 8c.
- c. ☐ Defendant (*name each*):

was served with at least 15 days' notice to pay rent or other financial obligations, quit, or deliver a declaration, and an unsigned declaration of COVID-19-related financial distress, in the form and with the content required in Code of Civil Procedure section 1179.03(c) and (d).

*(If the notice identified defendant as a **high-income tenant** and requested submission of documentation supporting any declaration the defendant submits, complete item 9 below. (Code Civ. Proc., § 1179.02.5(c).))*

*(If filing form UD-100 with this form and item 6c is checked, specify this 15-day notice in item 9a(7) on form UD-100, attach a copy of the notice to that complaint form, and provide all requested information about service on that form.)*

- d. Response to notice (*check all that apply*):

- (1) ☐ Defendant (*name each*):

delivered a declaration of COVID-19-related financial distress on the landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

- (2) ☐ Defendant (*name each*):

did *not* deliver a declaration of COVID-19-related financial distress on the landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

- e. ☐ Rent due (*complete only if action filed after September 30, 2021*):

- (1) Rent in the amount of \$ \_\_\_\_\_ was due between September 1, 2020, and September 30, 2021.
- (2) Payment of \$ \_\_\_\_\_ for that period was received by September 30, 2021.

8. **Service of Code of Civil Procedure Section 1179.04 Notice From the State of California** (*check all that apply*)

- a. ☐ The notice identified in item 6a and 7a was served on the defendant named in those items as follows:

- (1) ☐ By personally handing a copy to defendant on (*date*):

- (2) ☐ By leaving a copy with (*name or description*):

a person of suitable age and discretion, on (*date*):

at defendant's

☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence.

- (3) ☐ By posting a copy on the premises on (*date*):

☐ AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises on (*date*):

(a) ☐ because defendant's residence and usual place of business cannot be ascertained OR

(b) ☐ because no person of suitable age or discretion can be found there.

- (4) ☐ By sending a copy by mail addressed to the defendant on (*date*):

- b. ☐ (*Name*):

was served on behalf of all defendants who signed a joint written rental agreement.

- c. ☐ Information about service of notice on the defendants alleged in items 6b and 7b is stated in Attachment 8c.

- d. ☐ Proof of service of the notice or notices in items 6a, 6b, 7a, and 7b is attached to this form and labeled Exhibit 1.

9. ☐ **High-income tenant.** The 15-day notice in item 6c or 7c above identified defendant as a high-income tenant and requested submission of documentation supporting the tenant's claim that tenant had suffered COVID-19-related financial distress. Plaintiff had proof before serving that notice that the tenant has an annual income that is at least 130 percent of the median income for the county the rental property is located in and not less than \$100,000. (Code Civ. Proc., § 1179.02.5.)

- a. ☐ The tenant did not deliver a declaration of COVID-19-related financial distress within the required time. (Code Civ. Proc., § 1179.03(f).)

- b. ☐ The tenant did not deliver documentation within the required time supporting that the tenant had suffered COVID-19-related financial distress as asserted in the declaration. (Code Civ. Proc., § 1179.02.5(c).)

PLAINTIFF: DEFENDANT:	CASE NUMBER:
--------------------------	--------------

10. ☐ **Just cause eviction.** (Only applicable if action is filed before October 1, 2021. Note: If the tenancy is subject to the Tenant Protection Act (including Civil Code section 1946.2), plaintiff must, if using form UD-100, complete item 8 on that form in addition to this item.)
- a. ☐ The tenancy identified in the unlawful detainer complaint in this action was terminated for at-fault just cause as defined in Civil Code section 1946.2(b)(1), which reason is in the notice of termination. (Code Civ. Proc., § 1179.03.5(a)(3)(A)(i).)
- b. ☐ The tenancy identified in the unlawful detainer complaint in this action was terminated for no-fault just cause as defined in Civil Code section 1946.2(b)(2), which reason is in the notice of termination. (Code Civ. Proc., § 1179.03.5(a)(3)(A)(ii).) (Complete (1) or (2) below, only if applicable.)
- (1) ☐ The no-fault just cause is the intent to demolish or substantially remodel, which ☐ is ☐ is not necessary to comply with codes, statutes, or regulations relating to the habitability of the rental units. (Code Civ. Proc., § 1179.03.5(a)(3)(A)(ii).)
- (2) ☐ The tenancy identified in the complaint in this action was terminated because the owner of the property has entered into a contract with a buyer who intends to occupy the property and the property ☐ does ☐ does not meet all the requirements of Civil Code section 1946.2(e)(8). (Code Civ. Proc., § 1179.03.5(a)(3)(A)(iii).)
- c. ☐ This action is based solely on the cause of termination checked in item 10a or b above, and is not for nonpayment of rent or other financial obligations. (If this item applies, plaintiff may not recover any rental debt due from the period between March 1, 2020, and September 30, 2021, as part of the damages in this action. (Code Civ. Proc., § 1179.03.5(a)(3)(B).))
11. ☐ **Rent or other financial obligations due after September 30, 2021.** (Only applicable if action is filed on or after October 1, 2021.) The only demand for rent or other financial obligations on which the unlawful detainer complaint in this action is based is a demand for payment of rent due after September 30, 2021.
12. ☐ **Statements regarding rental assistance** (Required in all actions based on nonpayment of rent or any other financial obligation. Plaintiff must answer all the questions in this item and, if later seeking a default judgment, will also need to file Verification Regarding Rental Assistance--Unlawful Detainer (form UD-120).)
- a. Has plaintiff received rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint? ☐ Yes ☐ No
- b. Has plaintiff received rental assistance or other financial compensation from any other source for rent accruing after the date of the notice underlying the complaint? ☐ Yes ☐ No
- c. Does plaintiff have any pending application for rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint? ☐ Yes ☐ No
- d. Does plaintiff have any pending application for rental assistance or other financial compensation from any other source for rent accruing after the date on the notice underlying the complaint? ☐ Yes ☐ No
13. ☐ Number of pages attached (specify):

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

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

**VERIFICATION**

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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

(TYPE OR PRINT NAME)

(SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: E-MAIL ADDRESS: ATTORNEY FOR (name):		<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT:		
<b>VERIFICATION BY LANDLORD REGARDING          RENTAL ASSISTANCE—UNLAWFUL DETAINER</b>		CASE NUMBER:

*This form must be filed by the plaintiff with any request for default judgment in any unlawful detainer action seeking possession of residential property based on nonpayment of rent or any other financial obligation under a lease. It may also be used at other times as appropriate or when requested by a judicial officer.*

1. The landlord of the property at issue in this case is (name):
2. All of the following statements are true:
  - a. Landlord has not received rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint in this action.
  - b. Landlord has not received rental assistance or other financial compensation from any other source for rent accruing after the date of the notice underlying the complaint in this action.
  - c. Landlord does not have any pending application for rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint in this action.
  - d. Landlord does not have any pending application for rental assistance or other financial compensation from any other sources for rent accruing after the date of the notice underlying the complaint in this action.

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

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

\_\_\_\_\_  
 (TYPE OR PRINT NAME)



\_\_\_\_\_  
 (SIGNATURE)

\_\_\_\_\_  
 (TITLE-- provide if signing on behalf of corporation or other business entity)