## FAST EVICTION SERVICE/ LAW OFFICE OF M.C. EARLE INSTRUCTIONS TO COMPLETE PACKET

**<u>Completely fill out</u>** the following pages: 1, 2, 3 **Review, sign and date** all other pages

We will also need a copy of the following documents:

- Please submit any & all written communication with your tenant.
- Copies of the most current notices served to/from your tenants.
- A copy of the rental agreement and addenda, if you have one.
- If the terms of your agreement have changed, provide that documentation. (Rent increase, change of ownership, etc.)
- If your property is held in a Trust, we must have a copy of the legal trust name from your trust documents.
- > Any roommate release forms.
- Name and phone numbers of authorized persons for sharing status of your case.
- > Payment of fees for the Unlawful Detainer lawsuit to be filed.
- We will need to be informed if your case is a Section 8 tenancy.

# IF ALL THE PAPERWORK IS NOT COMPLETED OR PROVIDED, YOUR CASE WILL BE DELAYED

# Staff is not allowed to provide legal advice.

This is our Staff's contact information for assistance:

intake@fastevict.com The intake department handles all "in-take" information and paperwork for the lawsuit to be filed.

status@fastevict.com The open status department handles all status emails and calls. Status calls are all handled after 2:00 p.m until 4:00 pm Monday - Friday.

<u>lit@fastevict.com</u> Trial Secretary handles all the trial cases.

fastevict11@fastevict.com Brandi is the office manager.

## 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

PLEASE ANSWER ALL QUESTIONS.

Any e	error could res	ult in a dismiss	al or significant	delay in your c	ase wh	ich may resu	It in additional	costs / fees.
OWNERS IN	FORMATION	۷:				-		
NAME ALL IN	DIVIDUAL OW	NERS OF THE F	PROPERTY:					
				_		_		
		USTEE NAME:						
OWNERS AD								
			S	TATE:		ZIP (	CODE:	
						ALT NUM	BER:	
-								
DOES TENAN	NT KNOW THIS	S ADDRESS?	(ES 🗌 NO 🗌					
	OR NOTICE ON							
CREDIT CAR	D #:			EXP Date	:	CVV2:		
CREDIT CAR	D BILLING AD	DRESS:						
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YES 🗌 - NO			HANGED?	YES 🗌			LY CHANGED	
IS YOUR PRO YES 🗌- NO		ECT TO RENT C	ONTROL?	DO YOU I YES 🔲	NEED A	CITY BUSIN	ESS LICENSE	?
Manger / Age	nt Informatior	n (If Applicable)	for Owner:					
MANAGER AI	DDRESS:							
CITY:			ST	TATE:		ZIP (	CODE:	
FAX NUMBER	R:		CELL PHONE:			ALT NUM	BER:	
EMAIL:								
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ADDRESS W	HERE TENAN	F PAY RENT TO	/ DIRECT DEPOS	SIT INFO:				
EVICTION AD								
CITY:			ST	TATE:		ZIP (	CODE:	
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					ENANT	S PORTION?		
			ARY? YES 🗌 🛛 N					
F YOU HAVE N	NO WRITTEN AG	BREEMENT OR LO	DST IT, WHAT DATE	E DID YOUR TEN	ANTS N	IOVE IN?		
F THE AGREE	MENT HAS CHA	NGED SINCE MO	VE IN WHAT DATE	WAS IT CHANG	ED?			

#### 

	NOTICE TYPE: **FAILURE TO R	EVEAL HABITABILITY ISSUES NOW, C	OULD RESULT IN A POSSIBLE LOSS OF YOUR CASE!!!**		
15 Day Notice Breakdown       3 Day Cure / Quit Notice Breakdown         "YOU CANNOT ASK FOR MORE THAN 12 MONTHS OF RENT"       (please attach a copy of your lease or violation notice if applicable)         PLEASE STATE EACH RENTAL PERIOD RENT IS OWED FOR       JUL \$         JAN \$       JUL \$         FEB \$       AUG\$         MAR\$       SEP \$         APR\$       OCT\$         MAY\$       NOV\$         JUN \$       DEC\$         Have there been any rent increases YES   NO           If yes, please email a copy of the most recent rent increase:         Vorbal Rent Increases are not Vaid and you may have a problem if the tenant never paid the increased amount.         HAVE THE OCCUPANTS GIVEN YOU ANY NOTICES? YES   -NO           HAVE YOU SERVED ANY OTHER NOTICES? YES  NO           Is the tenant acting or has the tenant recently acted in violation of any provision of the written rental agreement?         Ie. Unauthorized pets, drug dealing, disturbances of the peace, etc. YES   NO           What are the police report numbers for the incidents at the property?         Is the real property (tenancy) in foreclosure; has a Notice of Default or Notice of Sale been served? YES   NO           Did you purchase this property from a foreclosure sale; or subsequent to a foreclosure sale when the tenant was in possession of the unia at the time of the foreclosure sale? YES   NO           Did you urenant ever give you a CO	15 DAY PAY 🗌	3 DAY CURE/QUIT 30 DAY	60 DAY FORECLOSURE OTHER		
**YOU CANNOT ASK FOR MORE THAN 12 MONTHS OF RENT**       (please attach a copy of your lease or violation notice if applicable)         PLEASE STATE EACH RENTAL PERIOD RENT IS OWED FOR       PLEASE GIVE US ALL THE DETAILS OF THE VIOLATIONS         JAN \$       JUL \$         FEB \$       AUG\$         MAR\$       SEP \$         APR\$       OC1\$         MAY\$       DEC\$         JUN \$       DEC\$         Have there been any rent increases YES   NO           If yes, please email a copy of the most recent rent increase:         Verbal Rent Increases are not Valid and you may have a problem if the tenant never paid the increased amount.         HAVE THE OCCUPANTS GIVEN YOU ANY NOTICES? YES   -NO           HAVE YOU SERVED ANY OTHER NOTICES? YES   NO           HAVE YOU SERVED ANY OTHER NOTICES? YES   NO           What are the police report numbers for the incidents at the property?         Is the real property (tenancy) in foreclosure; has a Notice of Default or Notice of Sale been served? YES   NO           Did you purchase this property from a foreclosure sale; or subsequent to a foreclosure sale when the tenant was in possession of the uni at the time of the foreclosure sale? YES   NO           Did your tenant ever give you a COVID distress declaration and if so when was the last time they did?:	Γ	**ATTORNEY FEES CAN ONLY BE AW	ARDED WITH A WRITTEN AGREEMENT**		
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			ent to a foreclosure sale when the tenant was in possession of the uni		
Have you or your tenant applied for the Emergency Rental Assistance Program. If yes please state when and outcome: Please describe:	Did your tenant ever	give you a COVID distress declaration and if s	o when was the last time they did?:		

Have you received notices or citations from Code Enforcement or the City? YES ---- NO

Have there been any habitability complaints made by the tenants within the last 6 months? YES [] --- NO []

HAVE YOU FILED A PREVIOUS CASE AGAINST THE OCCUPANTS? YES □ --- NO □

WHAT IS THE DATE YOU WERE LAST IN THE PROPERTY?

For 30/60 Day Notice cases: Have you accepted rent after the Notice Expires period? YES 
--- NO

#### Do you want protection against unknown tenants (Arietta)? YES ... --- NO ...

This protection is highly suggested for large families or tenants with subtenants. Arietta protection ensures that all known and unknown occupants are evicted. Without Arietta protection there is a possibility that the tenants can delay the eviction by having an unknown third party file a fraudulent claim with the court which delays the eviction by an additional two weeks or more and also requires that the attorney attend a hearing with your paying an appearance fee.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT, AND THAT IF CALLED AS A WITNESS I COULD DO SO COMPETENTLY. I AUTHORIZE THE LAW OFFICE TO INSERT THE APPROPRIATE INFORMATION ON THE LAW SUIT. BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE RETAINER AGREEMENT ON THE NEXT PAGE AND AM BOUND BY SAID RETAINER AGREEMENT.

Date

SIGNATURE: OWNER/LANDLORD/AUTHORIZED AGENT

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

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 • Email: intake@fastevict.com

#### UNLAWFUL DETAINER ATTORNEY-CLIENT <u>RETAINER AGREEMENT</u> AND <u>CREDIT CARD AUTHORIZATION</u>

ATTN: DEFENDANT'S NAME	TODAY'S DATE	CELL #:	W	/ORK#
Client,	, hereby retains M. C. Ear	rle & Assoc. as his/her/it	s attorney in the Unlawfu	/ORK#
property located:				
	or claim that the opposing pa	rty may have or may he		n to settle, negotiate, obtain a waiver of, nt in any affirmative action/related action
Client shall pay the sum of \$ are non-refundable once the Unia	for an uncont awful Detainer action is prep	ested eviction/collection ared and filed. Unconte	າ case. All advance fees a sted Unlawful Detainer F	and costs for an uncontested eviction Fees do not include Sheriff Fees.
depending on filing court; call for agrees to pay the additional sum of to pay the sum of \$350.00 for the	details) for an appearance at of \$350.00 to (fees subject to preparation of any motion ar grees to pay the sum of \$350.	trial for the first hour. If change depending on fil nd/or for the preparation	the trial or court appeara ling court; call for details) n of an opposition to any	um of \$350.00 to (fees subject to change ance takes more than one hour client ) for each additional hour. Client agrees motion, as required, except Motions for court, call for details) M.C. Earle &
documents, request for admission for the preparation a response to	ns and special interrogatories each set of discovery that ma	that may be required in ay be propounded by the	the eviction matter. Clier opposing party. Addition	gatories, request for production of nt also agrees to pay the sum of \$350.00 nally, if the opposing party requests a jury for jury trial, and\$2,000.00 per day for
If client fails to pay the fees requir Department.	ed by this agreement client u	nderstands that attorney	y will not be required to s	end the Writ of Possession to the Sheriff's
hereby authorizes Attorney, in its	s judgment and discretion for	r the best interests of th	e Client, to communicate	ng this privilege or confidentiality, Client e concerning the Engagement or the y that has agreed to pay attorney fees
Dated:				
	Client/Land	llord Signature		Client/Landlord Cell #
Pursuant to CC1954, Client n service of the notice FastEvic			welling the last 6 mor	nths. If any money is accepted after
	C	Credit Card Authoriza	ition	
1	authorize FastEvict	.com to charge my cre	dit card indicated below	w for payment of any and all services
required to be completed in my	Eviction Process. I understa	and that I will receive ad	dvance notice of the cha	arge via telephone or email.
Cardholder Name	C	Credit Card Billing Add	ress	
Cordtura	Account #		Street Address,	, City, State & Zip Required
Cardtype Expiration Date	Account # CVV CODE	CLIENT'S	EMAII	
				ndle the entire Civil, Small Claims, or Eviction an
	etainer Agreement. I also unders remain in full force and effect un on or termination of this authoriz	stand that once <u>FastEvict.co</u> ntil canceled in writing and I zation at least 15 days prior	om has rendered the service I agree to notify <u>FastEvict.co</u> r.	es agreed upon that there are no refunds. I als om in writing
authorized payments with my credit car	-			sale card and that i will not dispute the
				dispute that I will be responsible for any
fees and costs incurred by FastEv	<u>ict.com</u> to contest that credi	it card dispute at the rat	te of \$250.00 per hour pl	lus actual costs.
Date:				
		AUTHORIZED SIG	INATURE	

Due to your credit card company's refund policy, <u>FastEvict.com</u> 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. <u>FASTEVICT.COM</u> HAS THE RIGHT TO REFUSE SERVICE TO ANYONE

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\$175 & 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 & Uncontested including attorney's fees\* plus:

- up 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.
- contact 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
- our office 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.
- \$10,000) \*Add \$175 For Sheriff Lockout

for a typical trial mode eviction:

\*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 & Upon the tenant filing an Answer there will be an additional charge which may include the following services

- up
- (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:

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

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#### Law Offices of **M.C. Earle & Associates** <u>FastEvict.com</u> / Law Group Attorney at Law 474 W Orange Show Rd. San Bernardino, California 92408 Telephone: (800) 6868686 • Facsimile: (800) 6755002 • Website: www.fastevict.com • Email: 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 DUPICATE 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

#### VERIFICATION

#### STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I have read the foregoing <u>SUMMONS AND COMPLAINT FOR UNLAWFUL DETAINER</u>

X CHECK APPLICABLE PARAGRAPHS	
X I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except a	is 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	t are
true. 📃 The matters stated in the foregoing document are true of my own knowledge, except as to those matters which	ı 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 m	nake
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 <u>SAN BERNARDINO</u> , Califor	rnia.
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

and know its contents.

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

	UD-101
PLAINTIFF:	CASE NUMBER:
DEFENDANT:	

	(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)				
	VERIFICATION				
	(TYPE OR PRINT NAME) (SIGNATURE OF PLAINTIFF OR ATTORNEY)				
Date:					
13.	Number of pages attached (specify):				
d.	Does plaintiff have any pending application for rental assistance or other financial compensation from any other source for rent accruing <i>after</i> the date on the notice underlying the complaint?				
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				
b.	Has plaintiff received rental assistance or other financial compensation from any other source for rent accruing <i>after</i> the date of the notice underlying the complaint?				
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				
12. 🗌	<b>Statements regarding rental assistance</b> ( <i>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 AssistanceUnlawful Detainer (form UD-120).</i>				
11. 🗌	<b>Rent or other financial obligations due after September 30, 2021.</b> (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.				
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. ( <i>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.</i> (Code Civ. Proc., § 1179.03.5(a)(3)(B).))				
	(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).)				
	(1) The no-fault just cause is the intent to demolish or substantially remodel, which is 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).)				
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.)				
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).)				
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.)				

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)

PLAINTIFF'S MANDATORY COVER SHEET AND SUPPLEMENTAL ALLEGATIONS—UNLAWFUL DETAINER

(SIGNATURE)

			00-120
ATTORNEY OR PARTY WITHOUT ATTORNEY	STATE BAR N	NUMBER:	FOR COURT USE ONLY
NAME:			
FIRM NAME:			
STREET ADDRESS:			
CITY:	STATE:	ZIP CODE:	
TELEPHONE NO.:	FAX NO.:		
E-MAIL ADDRESS:			
ATTORNEY FOR ( <i>name</i> ):			
SUPERIOR COURT OF CALIFORNIA, COUN	NTY OF		
STREET ADDRESS:			
MAILING ADDRESS:			
CITY AND ZIP CODE:			
BRANCH NAME:			
PLAINTIFF:			
DEFENDANT:			
VERIFICATION BY RENTAL ASSISTANC			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)

VERIFICATION BY LANDLORD REGARDING RENTAL ASSISTANCE—UNLAWFUL DETAINER Health & Safety Code, § 50897.3(e)(2) www.courts.ca.gov

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