

Law Offices of M.C. Earle & Associates

FastEvict.com / Law Group

Attorney at Law

Los Angeles County Retainer Agreement

Telephone: (800) 6868686 • Facsimile: (800) 6755002 • Website: www.fastevict.com • Email: 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 filing and serving an uncontested eviction are non-refundable once the Unlawful Detainer action is prepared and filed. If defendants files a responsive pleading such as a motion or answer and trial is needed, the additional fee of \$775.00 (for first hour of appearance and first set of discovery) will be paid prior to appearance at trial. These 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 \$400.00 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 \$400.00 to (fees subject to change depending on filing court; call for details) for each additional hour. Client agrees to pay the sum of \$400.00 for the preparation of any motion and/or for the preparation of an opposition to any motion, as required, expect Motions for Summary Judgment. Client also agrees to pay the sum of \$400.00 to (fees subject to change depending on filing court, call for details) M.C. Earle & Associates to appear at any motion. Tenant may self-certify at any time.

Client also agrees to pay the sum of \$400.00 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 \$400.00 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. I acknowledge and understand that the tenant can self-certify they have been affected by covid-19 at any stage of the unlawful detainer process.

Dated: _____

Client/Landlord Signature

Client/Landlord Cell # _____

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 must be notified forthwith.

Credit Card Authorization

I _____ authorize 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 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 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 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 has to contest that dispute that I will be responsible for any fees and costs incurred by FastEvict.com to contest that credit card dispute at the rate of \$250.00 per hour plus actual costs.

Date: _____

AUTHORIZED SIGNATURE

Due to your credit card company's refund policy, 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 HAS THE RIGHT TO REFUSE SERVICE TO ANYONE

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\$350 & UP **Preparation and service of notice package-** includes tenant fact sheet, one 15 day pay rent or 3 day pay rent notice. Each additional notice prepared and served for same address is \$175 each. Please note rent due from September 1, 2020 – September 30, 2021 is a different notice than rent owed October 1, 2021 and we do recommend serving both notices at the same time. **** Please note that proceeding on an Unlawful Detainer based on rent owing from March 1, 2020 – September 30, 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. Rent due between April 1st 2022 and June 30th 2022 is not protected but rent do after July 1st 2022 is protected and the tenants can self-certify.**

\$1,195 & up **(under \$10,000)** **Uncontested including attorney's fees* plus:**
The minimum flat fee retainer to process a COVID-based residential default eviction is only \$875 & up which covers your attorney's fees, plus court filing costs, electronic filing costs, service of process costs. Upon signing this retainer, you are agreeing for the Law Office to fully proceed with the collection of the monies owed to you
Please contact our office for over \$10,000)
If you do not wish to have our office Collect 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

TYPICAL "TRIAL" EVICTION

\$400 & 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 "court" trial (2) do up to a 1/2 hr. "trial-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.

POTENTIAL "EXTRAORDINARY" SERVICES/COSTS

\$400 & up 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:
Per Hour: Court trial or hearing that exceeds one Hour **\$400 per set/hr & up** **Deposition/interrogatories/Answers to Interrogatories/Discovery**
Additional phone calls regarding status, legal questions, etc after the initial intake of the case will result in additional fees.
Attorney attendance at court hearing
Preparation for Court trial or hearing with attorney **\$2,500 & up** **Jury trial preparation/Jury trial/Personal Inspection of premises**
Points & Authorities/Legal briefs/Legal Research
Travel Time/Custom letters and consultations with attorneys
Preparation of Notices to Quit/Section 8/HUD / Good Cause Warning letters **\$400** **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 **\$150 Per Item:** **Order to post Summons and Complaint Preparation of Declaration Under Penalty of Perjury**
Settlement negotiations with clients/attorneys/tenants
Preparation of documents for filing Unlawful Detainer
****Please be advised pursuant to AB 832, local and county moratoriums in place, we are unable to guarantee you will receive possession of your property within a specific timeframe.** **\$1500 & up:** **Obtaining a temporary restraining order including filing and appearance**
\$25 & up: Unscheduled phone calls lasting longer than 15 minutes will be charged \$25 for every additional 15 minutes thereafter. **\$400 & up:** **Statement of facts and witnesses for trial.**
\$500 & up: **Opposition and Appearance for covid-19 distress hearing**
\$350 & up: **Discovery to prove high income.**

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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

I also understand that any case in Los Angeles County and City may be highly litigated. Furthermore, I understand that do to the extent of the protections under the Los Angeles Moratoriums, my case may resolve in a settlement agreement or loss.

Please note that by executing this retainer agreement you, the client, are giving express permission to the Law Offices of Michael C. Earle and its employee to contact you, the client, by electronic delivery, including emails, fax, text messages and any other form of electronic delivery.

If you want to opt out of this service you must check mark the box that states I opt out of all electronic delivery of any and all documents, notices and updates regarding my case.

☐ I OPT OUT OF ALL ELECTRONIC DELIVERY OF ANY AND ALL DOCUMENTS, NOTICES AND UPDATES REGARDING MY CASE.

Date: _____

Client/Landlord Signature

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

PLAINTIFF (Name): _____	CASE NUMBER: _____
DEFENDANT (Name): _____	

11. ☐ **Rent or other financial obligations due after March 31, 2022.** *(Only applicable if action is filed on or after April 1, 2022.)*
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 March 31, 2022.
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).)*
- 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
 - 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
 - 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
 - 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. ☐ **Other allegations** Plaintiff makes the following additional allegations: *(State any additional allegations below, with each allegation lettered in order, starting with (a), (b), (c) etc. If there is not enough space below, check the box below and use form MC-025, title it Attachment 13, and letter each allegation in order.)* ☐ Other allegations are on form MC-025.

14. ☐ 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)

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.

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER:	Reserved for Clerk's File Stamp
ATTORNEY FOR (Name): PLAINTIFF		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF		
COURTHOUSE ADDRESS:		
PLAINTIFF/PETITIONER:		
DEFENDANT/RESPONDENT:		CASE NUMBER:
VERIFICATION BY LANDLORD REGARDING RENTAL ASSISTANCE—UNLAWFUL DETAINER		

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.

Dated: _____

(TYPE OR PRINT NAME)



(SIGNATURE)

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