

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

Completely fill out the following pages: 4, 5, 6, 7

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**

*Please review the legal reasons for eviction in LA City.

*Please fill out the Takesheet so that we have the appropriate information to start the eviction process.

*All units must be registered, Single Family Residence, Apartments, Duplexes, and Converted garages

CITY OF LOS ANGELES RENTER PROTECTIONS NOTICE

This notice is provided in compliance with Ordinance No.187737, that requires landlords of residential properties to provide a summary of renters' rights for tenancies that commenced or were renewed on or after January 27, 2023. This notice must also be posted in an accessible common area of the property. For more information, visit housing.lacity.org or call **(866) 557-7368 (RENT)**.

RENTER PROTECTIONS APPLY TO ALL RESIDENTIAL RENTAL UNITS IN THE CITY OF LOS ANGELES.

NON-PAYMENT OF RENT

- Tenants must pay their full monthly rent beginning February 1, 2023. However, low-income renters who cannot pay rent due to COVID-19 financial impact continue to have protections through March 31, 2023. Renters must notify their landlord within 7 days of the date the rent is due and provide proof of income level. Eligible tenants will then have until March 31, 2024, to repay their unpaid rent for February and/or March 2023.

AT-FAULT EVICTIONS

- Effective January 27, 2023, all renters in the City of Los Angeles have eviction protections, which means that landlords must provide a legal reason for eviction. Tenants in rental units not subject to the City's Rent Stabilization Ordinance (RSO) are protected at the end of their first lease, or 6 months after the commencement of their initial lease, whichever comes first.
- Allowable at-fault eviction reasons include non-payment of rent; violation of a lease/rental agreement; causing or permitting a nuisance; using the unit for an illegal purpose such as drugs & gangs; failure to renew a similar lease; denial of access into the rental unit; being an unapproved subtenant at the end of the tenancy; and failure to comply with an approved Tenant Habitability Plan (THP).
- Eviction protections for unauthorized pets and additional tenants due to COVID-19 continue through **January 31, 2024**.

NO-FAULT EVICTIONS

- No-fault eviction reasons include: for occupancy by the owner, family member or a resident manager; compliance with a government order; demolition or permanent removal from the rental housing market; or to convert the property to affordable housing.
- Landlords are required to submit a Declaration of Intent to Evict to LAHD for all no-fault evictions for all rental units, submit required fees, and pay the tenant relocation assistance.

RELOCATION ASSISTANCE

- Relocation Assistance is required for tenant no-fault evictions for all residential units.
- Relocation assistance for tenants who rent a Single Family Dwelling (SFD) is one month's rent if the landlord is a natural person who owns no more than 4 residential units and a SFD on a separate lot.
- A landlord can deduct a tenant's unpaid rental debt from the relocation assistance payment.

Relocation Assistance from July 1, 2022 through June 30, 2023.

Tenant Type	Tenants with Less Than 3 Years	Tenants with 3 or More Years	Income Below 80% of Area Median Income (Regardless of Length of Tenancy)	Mom & Pop Amount (Only for Landlord, Family, Resident Manager Occupancy)	Single Family Dwelling owned by natural persons
Eligible Tenant	\$9,200	\$12,050	\$12,050	\$8,850	One month's rent
Qualified Tenant	\$19,400	\$22,950	\$22,950	\$17,850	

RENT INCREASES UNDER THE RSO

- Landlords of RSO properties can resume annual allowable rent increases effective February 1, 2024. No banking or retroactive rent increases are allowed.
- Beginning April 1, 2023, landlords may collect new LAHD approved cost recovery surcharges, provided a 30 day written notice is served to the tenant.

RENT INCREASES UNDER THE STATE LAW

Some non-RSO rental units are subject to State law AB1482, which applies to properties built more than 15 years ago. The maximum rent increase is 10% for rent increases effective 8/1/2022 to 7/31/2023.

To find out if your unit is subject to the RSO or AB1482, visit zimas.lacity.org. Enter your address, click the Housing tab, and the RSO & AB1482 status will be indicated for the property.

COVID-19 RENTAL DEBT

Unpaid rent due to COVID-19 financial impact must be repaid by the following dates:

- Rent owed from March 1, 2020 to September 30, 2021 is due by August 1, 2023.
- Rent owed from October 1, 2021 to January 31, 2023 is due by February 1, 2024.

STATE LAW EVICTION PROTECTION (CONSUMER DEBT)

A tenant cannot be evicted for non-payment of rent if the tenant did the following:

- Provided the landlord with a COVID-19 Related Declaration of Financial Distress within 15 days of the rent due date, for rent owed from March 1, 2020 through August 31, 2020. This rent is Consumer Debt for which the tenant cannot be evicted.
- Provided the landlord with a COVID-19 Related Declaration of Financial Distress within 15 days of the rent due date, for rent owed from September 1, 2020 through September 30, 2021, AND paid 25% of their rent. This rent is Consumer Debt for which the tenant cannot be evicted.
- Tenants that followed the above cannot be evicted; however, a landlord can recover the rental debt in small claims court.

CITY OF LOS ANGELES EVICTION DEFENSE PROGRAM



NOTICE TO TERMINATE TENANCY (EVICTION FILING)

Effective January, 27, 2023, any written notice terminating a tenancy must be filed with LAHD within three (3) business days of service on the tenant per Los Angeles Municipal Code 151.09.C.9 & 165.05.B.5. All no-fault evictions can be filed at <https://housing.lacity.org/eviction-notice>

ECONOMIC DISPLACEMENT (MORE THAN 10% RENT INCREASE)

Effective March 27, 2023, tenants who receive a rent increase of more than 10% within 12 months and are unable to afford the rent increase have the option to receive relocation assistance to move out of their rental unit instead. The relocation amount is based on the bedroom size of the rental unit. Relocation assistance for tenants who rent a Single Family Dwelling (SFD) is one month's rent if the landlord is a natural person who owns no more than 4 residential units and a SFD on a separate lot.

- A landlord can deduct a tenant's unpaid rental debt from the relocation assistance payment.

2023 ECONOMIC DISPLACEMENT RELOCATION ASSISTANCE PER BEDROOM SIZE

	Efficiency	1 Bedroom	2-Bedroom	3-Bedroom	4-Bedroom	Single Family Dwelling owned by natural persons
FY2023	\$1,534.00	\$1,747.00	\$2,222.00	\$2,888.00	\$3,170.00	One month's rent
Relo Amt	\$4,602.00	\$5,241.00	\$6,666.00	\$8,664.00	\$9,510.00	
Moving Costs	\$1,411.00	\$1,411.00	\$1,411.00	\$1,411.00	\$1,411.00	
Total Relo \$	\$6,013.00	\$6,652.00	\$8,077.00	\$10,075.00	\$10,921.00	

EVICTIONS FOR NON-PAYMENT OF RENT

Effective March, 27, 2023, landlords may not evict a tenant who falls behind on rent unless the tenant owes an amount higher than the Fair Market Rent (FMR). The FMR depends on the bedroom size of the rental unit. For example, if a tenant rents a 1-bedroom unit and the rent is \$1,500, the landlord cannot evict the tenant since the rent owed is less than the FMR for a 1-bedroom unit.

2023 ECONOMIC TRESHOLD FAIR MARKET RENT PER BEDROOM SIZE

	Efficiency	1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom
FY2023	\$1,534.00	\$1,747.00	\$2,222.00	\$2,888.00	\$3,170.00



This is a summary of the Renter Protections of the City of Los Angeles. Please visit our website at housing.lacity.org for the most up to date information and complete details of the Renter Protections.

**Need Help, call LAHD (866) 557-RENT [7368]
Monday-Friday 8:30 am - 4:30 pm**

**File a complaint online at housing.lacity.org/File-a-Complaint
Have a question? Ask LAHD @ housing.lacity.org/ask-housing**

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

OWNERS INFORMATION:

NAME ALL INDIVIDUAL OWNERS OF THE PROPERTY: _____

HOW IS THE RENTAL / SUBJECT PROPERTY HELD?

☐ TRUST? ☐ LLC? ☐ CORP? ☐ PARTNERSHIP? ☐ INDIVIDUAL? ☐ SUBLEASE? ☐ OTHER? _____

BUSINESS/TRUST AND TRUSTEE NAME: _____

OWNERS ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

FAX NUMBER: _____ CELL PHONE: _____ ALT NUMBER: _____

EMAIL: _____

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

PAYMENT FOR NOTICE ONLY:

CREDIT CARD #: _____ EXP Date: _____ CVV2: _____

CREDIT CARD BILLING ADDRESS: _____

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

HAS TITLE OR OWNERSHIP RECENTLY CHANGED? HAS MANAGEMENT RECENTLY CHANGED?

YES ☐ - NO ☐ YES ☐ --- NO ☐

IS YOUR PROPERTY SUBJECT TO RENT CONTROL? DO YOU NEED A CITY BUSINESS LICENSE?

YES ☐ - NO ☐ YES ☐ --- NO ☐

Manger / Agent Information (If Applicable) for Owner:

MANAGER ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

FAX NUMBER: _____ CELL PHONE: _____ ALT NUMBER: _____

EMAIL: _____

TENANTS INFORMATION:

ADDRESS WHERE TENANT PAY RENT TO / DIRECT DEPOSIT INFO: _____

EVICITION ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

DO YOU NEED A PASSKEY OR SECURITY CODE TO SERVE THE TENANT???

THE PASSCODE IS: _____

(If the client fails to provide access when needed there will be an additional process serving fee of \$40.00)

CELL PHONE: _____ ALT NUMBER: _____

ALT MAILING ADDRESS /POBOX/ DOOR # _____

DESCRIPTION OF PROPERTY: _____

TENANT NAMES/ALL OCCUPANTS OVER 18:

1.			
Age	Hair	Height	Weight
3.			
Age	Hair	Height	Weight
5.			
Age	Hair	Height	Weight

2.			
Age	Hair	Height	Weight
4.			
Age	Hair	Height	Weight
6.			
Age	Hair	Height	Weight

CURRENT MONTHLY RENT: _____ DUE DATE: _____ SECURITY DEPOSIT: _____

LATE RENT FEE: _____ PARAGRAPH OF LEASE THAT MENTIONS LATE FEES: _____

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? _____

IF THE AGREEMENT HAS CHANGED SINCE MOVE IN WHAT DATE WAS IT CHANGED? _____

NOTICE INFORMATION:

Any Eviction based non-payment of rent, the landlord is required to apply for rental assistance and wait 20 business days prior to proceeding with an eviction. Please go to housingiskey.com for more details.

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

15 DAY PAY COVID ☐ 3 DAY PAY ☐ 3 DAY CURE/QUIT ☐ 30 DAY ☐ 60 DAY ☐ FORECLOSURE ☐ OTHER ☐

Rent due 9/1/20 to 9/30/21 ****ATTORNEY FEES CAN ONLY BE AWARDED WITH A WRITTEN AGREEMENT****

Rent Breakdown	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	PLEASE GIVE US ALL THE DETAILS OF THE VIOLATIONS												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">JAN \$ _____</td> <td style="width: 50%;">JUL \$ _____</td> </tr> <tr> <td>FEB \$ _____</td> <td>AUG \$ _____</td> </tr> <tr> <td>MAR \$ _____</td> <td>SEP \$ _____</td> </tr> <tr> <td>APR \$ _____</td> <td>OCT \$ _____</td> </tr> <tr> <td>MAY \$ _____</td> <td>NOV \$ _____</td> </tr> <tr> <td>JUN \$ _____</td> <td>DEC \$ _____</td> </tr> </table>	JAN \$ _____	JUL \$ _____	FEB \$ _____	AUG \$ _____	MAR \$ _____	SEP \$ _____	APR \$ _____	OCT \$ _____	MAY \$ _____	NOV \$ _____	JUN \$ _____	DEC \$ _____	
JAN \$ _____	JUL \$ _____												
FEB \$ _____	AUG \$ _____												
MAR \$ _____	SEP \$ _____												
APR \$ _____	OCT \$ _____												
MAY \$ _____	NOV \$ _____												
JUN \$ _____	DEC \$ _____												
<p>Have there been any rent increases --- YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>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.</p> <p>HAVE THE OCCUPANTS GIVEN YOU ANY NOTICES? YES <input type="checkbox"/> - NO <input type="checkbox"/></p> <p>HAVE YOU SERVED ANY OTHER NOTICES? YES <input type="checkbox"/> --- NO <input type="checkbox"/></p>													

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 unit 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?: _____

Have you or your tenant applied for the Emergency Rental Assistance Program. If yes please state when and outcome: **Please describe:**

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

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

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

How long have you owned the property? _____
(If you are a management or third party service hiring our company, we will need all information regarding ownership included with the information you send us.)

What entity/ownership name is property held in? _____
(We rely solely on your information in order to file the legal documents properly.)

Has the title to the property changed since this tenant occupied the unit? Yes ☐ No ☐
(Example; transferring to an LLC, a trust, a corporation, or limited partnership)

Is the client that is starting the eviction case the owner ☐, the manager ☐, or the trustee ☐

If it is an LLC, a trust, a corporation, or limited partnership is it still active? Yes ☐ No ☐
(if the entity is suspended, please note you will need to make it active prior to proceeding with an Unlawful Detainer)

If the client just bought the unit did they give an ownership/management takeover letter? Yes ☐ No ☐
If so, when was it sent and when was the property purchased? _____

Have there been any changes to the terms? Such as the date rent is due, or the amount of rent, or any changes of the terms of tenancy? Yes ☐ No ☐
If so, was a new lease or agreement signed? Yes ☐ No ☐

Did the client buy the property with tenants in the unit? Yes ☐ No ☐
If so, was an estoppel certificate or lease given to the new owner? Yes ☐ No ☐

Does the city, county or municipality require a business license or a registration number? Yes ☐ No ☐
(If your property is in a City that requires yearly registration for rent control or any other business purpose for rentals, please send us a copy upon requiring our service for review.)

Is the client's/plaintiff's name on the rental agreement. The name the rent is paid to? Yes ☐ No ☐

What authority do they have to authorize the Unlawful Detainer? _____

How is rent paid: us mail, direct deposit, in person by Zelle: _____

If direct deposit, what bank do they pay to, routing #, account #, and is the nearest bank location within 5 miles of the property? _____

Does the client/landlord/plaintiff give a receipt or a copy of the ledger when rent is collected? Yes ☐ No ☐

Has anyone else moved into the rental unit since the tenancy began? Yes ☐ No ☐
If so, have you collected rent since this? Yes ☐ No ☐

Did any child or occupant turn 18 since the tenancy began? Yes ☐ No ☐

when is the last time the unit was inspected? _____

when has and is the last time occupant complained about repairs or filed a complaint with any government agency from code enforcement, to police to any other authority? _____

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 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, expect 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 **\$1,750.00** 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

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

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

**\$350 &
UP**

COVID 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 \$150 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**

*The fee for any notice unrelated to COVID is \$250 & up

\$965 &

up
(under
\$10,000
Please
contact
our office
for over
\$10,000)

Uncontested including attorney's fees* plus:

The minimum flat fee retainer to process a COVID-based residential default eviction is only \$865 & 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. 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 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

**\$350 &
up**

TYPICAL "TRIAL" EVICTION

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

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:

**\$350m
c & up**

Per Hour: Court trial or hearing that exceeds one Hour **\$350 per** **Deposition/interrogatories/Answers to**
Additional phone calls regarding status, legal questions, etc **set/hr & up** **Interrogatories/Discovery**
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

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

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

**\$1750 &
up**

**Jury trial preparation/Jury trial/Personal
Inspection of premises**

\$350

**Preparation of a simple Subpoena Duces
Tecum**

**\$75 Per
Item:**

**Order to post Summons and Complaint
Preparation of Declaration Under Penalty of
Perjury**

****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.**

\$750 & up:

**Obtaining a temporary restraining order
including filing and appearance**

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

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

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.

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:			
VERIFICATION BY LANDLORD REGARDING RENTAL ASSISTANCE—UNLAWFUL DETAINER			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.

Dated: _____

(TYPE OR PRINT NAME)



(SIGNATURE)

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