

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

**Completely fill out** the following pages: 3, 4, 5, 6, 8

**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](mailto:intake@fastevict.com) The intake department handles all "in-take" information and paperwork for the lawsuit to be filed.

[status@fastevict.com](mailto: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.

[lit@fastevict.com](mailto:lit@fastevict.com) Trial Secretary handles all the trial cases.

[fastevict11@fastevict.com](mailto:fastevict11@fastevict.com) Brandi is the office manager.



# **FAST** **EVICT I O N** **S E R V I C E**

# **ASK US HOW AB-1482 AFFECTS YOU!!!!**

AB 1482 (Assembly Bill 1482) took effect on January 1st, 2020 and introduced restrictions to evictions and statewide rent increases and no fault eviction notices on most residential rental properties in California.

**Call our office today**  
**909-889-2000**

# 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](http://www.fastevict.com/evictions) • Email: [intake@fastevict.com](mailto: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](https://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												
<b>**YOU CANNOT ASK FOR MORE THAN 12 MONTHS OF RENT**</b>	<b>(please attach a copy of your lease or violation notice if applicable)</b>												
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 \$ _____	
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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

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### PLEASE ANSWER ALL QUESTIONS.

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

Telephone: (800) 686-8686 • 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

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 \_\_\_\_\_  
Cardtype \_\_\_\_\_ Card # \_\_\_\_\_  
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. [FastEvict.com](http://FastEvict.com) / Law Group will not provide proof of service for notice unless we are retained for the unlawful detainer. notices are a product of [FastEvict.com](http://FastEvict.com) / Law Group

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.

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 \$75.00 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

Eviction Address: \_\_\_\_\_

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 \$ SEE QUOTED FEE for an uncontested eviction/collection. All advance fees and costs for filing and serving an uncontested eviction are non-refundable once the Unlawful Detainer action is prepared (receipt and review of any documents constitutes as prepared) and/or filed. If defendant(s) files a responsive pleading, client will be responsible to pay any additional fees according to the attached fee schedule at the time the Law Office receives notice of the pleading. (Fee schedule is attached to this retainer).

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. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter.

Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any initial payment made by Client, or estimate of fees given by Attorney, are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

If client fails to pay the fees required by this agreement client understands that attorney will not be required to proceed with the matter at which point the fee is not paid for.

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, ☒ (Client), acknowledge, that I have provided to the [FastEvict.com](http://FastEvict.com) / Law Group New Case Information Sheet (Commonly referred to as a Take Sheet) and that information contained thereon is true and correct to the best of my knowledge. I take full responsibility for accuracy of the information set forth on the Take Sheet. I understand that the [FastEvict.com](http://FastEvict.com) / Law Group will be using the information I have provided to prosecute this Unlawful Detainer Case.

I, ☒ (Client) understand that an Unlawful Detainer Case requires careful preparation for success. Our Client is the only one who knows the facts of this case and I will testify in court regarding reasons for evicting my tenant.

I, ☒ (Client) further understand the California Law regarding unlawful detainer cases have been dramatically altered in the past 3 years and favor the tenants.

I understand that unlawful detainer cases are now strongly litigated and require special attention to detail by the client who is supplying the facts to its'/his/her attorney. The concealment of any known fact will affect the outcome of the case which the attorney will not be held responsible for.

I understand that there are legal risks in any type of litigation matter. By signing this retainer agreement. I agree to take those risks and understand that there will be no refunds of any kind at the inception of the case.

If you are using a credit card to charge fees and issue a charge back at any time, you will be responsible for any and all legal fees and costs incurred by the attorney to contest that charge back.

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. Notices are the property of [FastEvict.com](http://FastEvict.com) / Law Group and no proof of service will be created without retaining [FastEvict.com](http://FastEvict.com) / Law Group for the unlawful detainer.

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

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

**FastEvict.com / Law Group**

Attorney at Law

474 W Orange Show Rd. San Bernardino, California 92408

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**\$350 & UP** **Preparation and service of notice package-** includes tenant fact sheet, one 3- day pay rent or any other required notice pertaining to the case. Each additional notice prepared and served for same address is \$175 each. Please note, for any County or City that has a specific Ordinance, it is upon the client to verify compliance with the ordinance. If client requests Attorney review for compliance, there will be an additional fee required.

**\$1,195 & up** **Uncontested including attorney's fees\* plus:**  
(under \$10,000) The minimum flat fee retainer to process a residential default eviction is only \$1,195 & 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 \$25 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**

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>\$400 &amp; up</b>	<b>Per Hour: Court trial or hearing that exceeds one Hour</b>	<b>\$400 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>Preparation for Court trial or hearing with attorney</b>	<b>\$2,500 &amp; up</b>	<b>Jury trial preparation/Personal Inspection of premises. This does not include jury trial appearances which range from \$1700 a day and up</b>
	<b>Points &amp; Authorities/Legal briefs/Legal Research</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>\$400</b>	<b>Preparation of a simple Subpoena Duces ecum</b>
	<b>Preparation of Custom Stipulated Judgment/Stipulation &amp; Order Mutual Agreements to Vacate / Ex tensions of Notices to Vacate</b>		
	<b>Drafting Motions and Opposition to Motions</b>	<b>\$150 Per em:</b>	<b>Order to post Summons and Complaint Preparation of Declaration Under Penalty of Perjury</b>
	<b>Settlement negotiations with clients/attorneys/tenants</b>		
	<b>Preparation of documents for filing Unlawful Detainer</b>		
	<b>**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.</b>	<b>\$1500 &amp; up:</b>	<b>Obtaining a temporary restraining order including filing and appearance</b>
	<b>\$25 &amp; up: Unscheduled phone calls lasting longer than 15 minutes will be charged \$25 for every additional 15 minutes thereafter.</b>	<b>\$400 &amp; up:</b>	<b>Statement of facts and witnesses for trial.</b>
		<b>\$850 &amp; up:</b>	<b>Opposition and Appearance for hearing</b>
		<b>\$350 &amp; up:</b>	<b>or any Discovery to prove high income.</b>

Initials \_\_\_\_\_

self-certification  
auto certification

自我认证



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Attorney at Law

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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 STORAGE.

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.

Due to the enactment of SB 564, fees for services provided by Sheriffs and Marshals will be increased. This rise, combined with other economic changes, means that we will be forced to raise our fees beginning January 1, 2024. We will notify you as soon as we are informed of any other court or sheriff increases.

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. OR ANY FUTURE OFFERS OF NEW LEGAL SERVICES AND FEES.

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).)*
- 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. ☐ **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			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF/PETITIONER:			
DEFENDANT/RESPONDENT:			
<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.

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

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



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

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