

# FastEvict.com / Law Group

1900 W Redlands Ave #10909, San Bernardino, California 92403  
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)

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

**PLEASE ANSWER ALL QUESTIONS.**

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

## OWNERS INFORMATION:

PAYMENT FOR NOTICE ONLY

CREDIT CARD #:

EXP Date:

CVV2:

CREDIT CARD BILLING ADDRESS:

NAME ALL INDIVIDUAL OWNERS OF THE PROPERTY:

RELATION TO PROPERTY IS: OWNER, MANAGER, SUBTENANT?

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

BUSINESS/TRUST AND TRUSTEE NAME:

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

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

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

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

OWNERS ADDRESS:

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

CITY:

STATE:

ZIP CODE:

FAX NUMBER:

CELL PHONE:

ALT NUMBER:

EMAIL:

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

## TENANTS INFORMATION:

ADDRESS WHERE TENANT PAY RENT TO | DIRECT DEPOSIT INFO:

EVICION ADDRESS:

ALT MAILING ADDRESS / POBOX / DOOR #

DESCRIPTION OF PROPERTY:

TENANT NAMES/ALL OCCUPANTS OVER 18:

CURRENT MONTHLY RENT: DUE DATE: SECURITY DEPOSIT:

LATE RENT FEE: PARAGRAPH OF LEASE:

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

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

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

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

HAS THE AGREEMENT CHANGED SINCE MOVE IN?

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

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

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

Form Courtesy Of FastEvict.com / Law Group



## Fast Eviction Service

1900 W Redlands Ave #10909, San Bernardino, CA 92403

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 hereby authorize **Fast Eviction Service**, including its principal and associate attorneys (hereinafter referred to as "**Fast Eviction Service**"), to charge the credit card listed below for any and all fees incurred for services rendered in connection with my eviction matter. I understand that I will receive prior notice of any charges via telephone or email.

**Cardholder Name:** \_\_\_\_\_

Cardholder relation to matter: \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Card Type:** ☐ Visa ☐ MasterCard ☐ AmEx ☐ Discover

**Card Number:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_ **CVV Code:** \_\_\_\_\_

**Client Email Address:** \_\_\_\_\_

By signing this credit authorization form, I acknowledge and agree that I am authorizing payment for legal services rendered by **Fast Eviction Service**. I authorize Fast Eviction Service to manage and proceed with the Civil, Small Claims, Eviction, and/or Collection process as outlined in the Retainer Agreement.

I understand that once services have been rendered by Fast Eviction Service, no refunds will be issued.

This authorization shall remain in full force and effect until canceled in writing. I agree to notify Fast Eviction Service in writing of any changes to my account information or to revoke this authorization, with a minimum of 15 days' notice.

This authorization applies exclusively to the scope of services detailed in the Retainer Agreement. I certify that I am an authorized user of the credit card provided and will not initiate chargebacks or disputes for payments authorized under this agreement.

**Notice:** Fast Eviction Service, its principals, and associates will not provide proof of service for any notice unless retained to proceed with the unlawful detainer action. Notices are a product of Fast Eviction Service.

**Additional Terms & Conditions:** I understand that if I dispute any charges I have authorized, and **Fast Eviction Service** is required to contest the dispute, I will be responsible for all related fees and costs incurred by Fast Eviction Service. These costs will be billed at a rate of **\$250.00 per hour**, plus any actual expenses.

Due to credit card company refund policies, any approved refund will be subject to a **4% processing deduction** from the total amount refunded, in addition to a **\$75.00 administrative fee**.

**Fee Disclosure & Custom Pricing:** Fast Eviction Service provides a full breakdown of fees for all services related to Civil, Small Claims, Eviction, and Collection matters. A comprehensive fee schedule is included with this agreement for your review and acknowledgment.

**Important Notice:** For **uncontested residential eviction matters where the amount in controversy exceeds \$10,000** or **uncontested commercial eviction matters exceeding \$20,000**, pricing may vary based on case complexity. See attached fee chart.

Client Initial: \_\_\_\_\_

**Fast Eviction Service reserves the right to refuse service to any individual or entity at its sole discretion.**

## **Eviction Retainer Terms and Client Acknowledgment**

**Property Owner Name:** \_\_\_\_\_

**Representative Name:** \_\_\_\_\_

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

Client acknowledges and agrees that **Fast Eviction Service** and its attorneys are retained solely for representation in the uncontested eviction and/or collection matter specified in this agreement. Representation does **not** include settlement negotiations, obtaining waivers, or handling any counterclaims, affirmative actions, or related legal matters brought by the opposing party. Representation in any such related matter will require the execution of a **separate retainer agreement**.

Client agrees to pay the sum of **[\$[SEE QUOTED FEE]** for the services related to an **uncontested eviction or collection matter**. All fees and advance costs related to the preparation, filing, or service of the Unlawful Detainer are **non-refundable** once preparation has begun—including **receipt and review of any documents**—or upon filing. If any defendant files a responsive pleading, Client agrees to pay additional fees as outlined in the **attached Fee Schedule**, which shall become due immediately upon the Law Office receiving notice of the pleading.

If Client fails to pay fees required under this Agreement, **Fast Eviction Service** shall have no obligation to proceed with the case, including, but not limited to, the filing of a **Writ of Possession with the Sheriff's Department**. No oral or written statements made by Fast Eviction Service or its attorneys shall be construed as a **guarantee of outcome**. All comments regarding potential outcomes are **opinion only**, and **do not constitute promises or assurances**.

Estimates provided, including initial deposits or quoted fees, do **not represent flat fees**, nor do they serve as caps or guarantees. Actual legal fees and costs may vary depending on the course and complexity of the matter. A chart of fees is included with this retainer.

Client understands and agrees that if payment is made by credit card and a chargeback is initiated at any time, Client shall be responsible for **all legal fees and costs incurred by Fast Eviction Service to contest the chargeback**, billed at **\$250 per hour plus actual costs**.

Client acknowledges that attorney-client communications are generally **privileged and confidential**, but authorizes Fast Eviction Service to communicate with third parties, including individuals or entities paying legal fees on Client's behalf, when reasonably deemed beneficial to Client's representation.

By signing this Agreement, Client affirms that they have submitted a completed **New Case Information Sheet** (Take Sheet), and that all information provided therein is true and accurate to the best of their knowledge. Client accepts full responsibility for the accuracy of this information. Fast Eviction Service will rely on this information in the preparation and prosecution of the Unlawful Detainer action.

Client understands that **Unlawful Detainer actions require detailed factual support**. The Client is solely responsible for providing all relevant facts and may be required to testify in court regarding the grounds for eviction. Client further acknowledges that **California's unlawful detainer laws have undergone significant changes in recent years**, increasingly favoring tenants and requiring greater diligence from landlords.

Concealment or omission of any material fact may negatively impact the outcome of the case, and Fast Eviction Service will **not be held liable** for any such result. Client acknowledges and assumes the inherent

Client Initial: \_\_\_\_\_

**risks of litigation**, and agrees that **all fees are non-refundable upon commencement of services**, regardless of outcome.

Pursuant to **California Civil Code §1954**, Client affirms that a **reasonable attempt to enter the dwelling** has been made within the past six months. If any rent or money is accepted after service of the eviction notice, **Client must immediately notify Fast Eviction Service**. Notices prepared by Fast Eviction Service are the **property of Fast Eviction Service / Law Group**, and **proof of service will not be issued unless the firm is formally retained for the Unlawful Detainer action**.

Date:

Client/Landlord Signature:

Best Contact Number:

Client Initial: \_\_\_\_\_

# Fast Eviction Service Schedule of Fees Page 1 of 2

Item	Description	Price
\$JGMT	PREPARATION OF \$JGMT	250.00
3 DAY COMM NOTICE	PREPARATION OF 3 DAY COMMERCIAL NOTICE	350.00
3 DAY COV NOTICE	PREPARATION OF 3 DAY COVENANT NOTICE	175.00
3 DAY COV NOTICE W/ 3 DAY TO QUIT	PREPARATION OF 3 DAY COV NOTICE W/ 3 DAY TO QUIT	425.00
3 DAY PAY NOTICE	PREPARATION OF 3 DAY NOTICE TO PAY OR QUIT	175.00
3 DAY QUIT NOTICE	PREPARATION OF 3 DAY TO QUIT NOTICE	350.00
3/3/60 DAY NOTICE	PREPARATION OF 3/3/60 DAY NOTICE	175.00
3/90 DAY NOTICE	PREPARATION OF FORECLOSURE NOTICE	250.00
30 DAY NOTICE /ESCROW	PREPARATION OF 30 DAY NOTICE /ESCROW	250.00
30 DAY NOTICE	PREPARATION OF 30 DAY NOTICE	175.00
30 DAY TENANCY AT WILL	PREPARATION OF 30 DAY NOTICE TENANCY AT WILL	250.00
3PC	THIRD PARTY CLAIM	175.00
5 DAY FORCIBLE DETAINER NOTICE	PREPARATION OF FORCIBLE DETAINER NOTICE	250.00
60 DAY NOTICE	PREPARATION OF 60 DAY NOTICE	175.00
60 DAY W/ AB EXEMPT NOTICE	PREPARATION OF 60 DAY W/ AB EXEMPT NOTICE	400.00
7&14 DAY NOTICE	PREPARATION OF 7&14 DAY NOTICE	175.00
90 DAY NOTICE	PREPARATION OF 90 DAY NOTICE	175.00
90 DAY SECTION 8 NOTICE	PREPARATION OF 90 DAY SECTION 8 NOTICE	250.00
ABSTRACT	ISSUANCE AND RECORDING	142.50
ATTORNEY LETTERS	PREPARATION OF ATTORNEY LETTERS	350.00
B.K. Relief	BANKRUPTCY RELIEF	1,500.00
CONT TRIAL	TRIAL CONTINUANCE (FIRST HOUR)	495.00
DAV-RED & SHERIFF	RED & SHERIFF SERVICE	265.00
DAV-SUMMONS	SUMMONS & COMPLAINT SERVICE	375.00
DEBTOR SEARCH	SEARCH FOR DEBTORS INFORMATION	100.00
DEC OF NON COMPLIANCE	DECLARATION OF NON COMPLIANCE	575.00
DEMAND LETTER SC	SMALL CLAIMS DEMAND LETTER	75.00
DEPOSITION RESPONSE	PREPARATION OF DEPOSITION RESPONSES	750.00
DEPOSITION ATTORNEY APPEARANCE	ATTORNEY TO APPEAR AT DEPOSITION	795.00
DISCOVERY	PROPOUND DISCOVERY	450.00
GLS	CALIFORNIA OVERNIGHT FEE	15.00
JURY DEMAND PREPARATION	JURY TRIAL PREPARATION	2,500.00
JURY TRIAL RETAINER	JURY TRIAL RETAINER	7,500.00
JURY TRIAL FEE FROM RETAINER	JURY TRIAL APPEARANCES FULL DAY	1,750.00
MOTION FOR SUMMARY JUDGMENT	PREPARATION OF SUMMARY JUDGMENT MOTION	1,500.00
MOTION FOR REMAND	PREPARATION OF REMAND MOTION	1,500.00
NOTICE OF CHANGE OF TERMS OF TENANCY	PREPARATION OF NOTICE OF CHANGE OF TERMS OF TENANCY	250.00
OPPOSITION TO MOTION	PREPARATION OF OPPOSITION TO DEFENDANTS MOTION	450.00
PJC	PRE-JUDGEMENT CLAIM (DELAYS EVICTION 5 DAYS)	50.00
POSTING ORDER	POSTING ORDER	150.00
PROCESS SERVER	PROCESS SERVER FEE	130.00
RENEWAL COSTS	RENEWAL COSTS	175.00
REPOSTING	REPOSTING FOR LOCK OUT	350.00

Client Initial: \_\_\_\_\_

# Fast Eviction Service Schedule of Fees Page 2 of 2

Item	Description	Price
RESPONSES	RESPOND TO DISCOVERY PROPOUNDED ON PLAINTIFF (OWNER)	450.00
SALE	WAREHOUSEMAN SALE	1,185.00
SETTLEMENT NEGOTIATIONS	PREPARATION OF SETTLEMENT AGREEMENT	350.00
SHERIFF	SHERIFF FEE	215.00
SMALL CLAIMS	SMALL CLAIMS SERVICE	350.00
STIPULATION	PREPARATION OF STIPULATIONS	375.00
SUB IN @ TRIAL	SUB IN AT TRIAL	795.00
TRIAL RIVERSIDE COUNTY	TRIAL APPEARANCE (FIRST HOUR)	495.00
TRIAL SAN BERNARDINO COUNTY	TRIAL APPEARANCE (FIRST HOUR)	495.00
TRIAL JOSH TREE	TRIAL APPEARANCE (FIRST HOUR)	795.00
TRIAL KERN	TRIAL APPEARANCE (FIRST HOUR)	795.00
TRIAL ORANGE COUNTY	TRIAL APPEARANCE (FIRST HOUR)	595.00
TRIAL LOS ANGELES COUNTY	TRIAL APPEARANCE (FIRST HOUR)	595.00
TRIAL SAN DIEGO COUNTY	TRIAL APPEARANCE (FIRST HOUR)	795.00
UD/ RIVERSIDE	RIVERSIDE COUNTY UNCONTESTED EVICTION	1,195.00
UD/ SAN BERNARDINO	SAN BERNARDINO COUNTY UNCONTESTED EVICTION	1,195.00
UD/ ORANGE	ORANGE COUNTY UNCONTESTED EVICTION	1,195.00
UD/ LOS ANGELES	UNCONTESTED EVICTION LA COUNTY	1,395.00
UD/KERN COUNTY	UNCONTESTED EVICTION KERN COUNTY	1,395.00
UD/SAN DIEGO	UNCONTESTED EVICTION SAN DIEGO COUNTY	1,595.00
UD/ OVER 10K	UD OVER 10 K	1,795.00
UD/ OVER 25K	UD OVER 25 K	1,895.00
UD/ OVER 35 K	UD OVER 35 K	2,045.00
UD COMMERCIAL/ RIVERSIDE	COMMERCIAL RIVERSIDE COUNTY UNCONTESTED EVICTION	1,395.00
UD COMMERCIAL/ SAN BERNARDINO	COMMERCIAL SAN BERNARDINO COUNTY UNCONTESTED EVICTION	1,395.00
UD COMMERCIAL/ ORANGE	COMMERCIAL ORANGE COUNTY UNCONTESTED EVICTION	1,395.00
UDCOMMERCIAL / LOS ANGELES	COMMERCIAL UNCONTESTED EVICTION LA COUNTY	1,595.00
UD COMMERCIAL /KERN COUNTY	COMMERCIAL UNCONTESTED EVICTION KERN COUNTY	1,595.00
UDCOMMERCIAL/ SAN DIEGO	COMMERCIAL UNCONTESTED EVICTION SAN DIEGO COUNTY	1,795.00
UD COMMERCIAL/ OVER 10K	UD OVER 10 K	1,995.00
UD COMMERCIAL/ OVER 25K	UD OVER 25 K	2,095.00
UD COMMERCIAL/ OVER 35 K	UD OVER 35 K	2,245.00
EXPARTE TRIAL/ RIVERSIDE COUNTY	RIVERSIDE COUNTY TRIAL APPEARANCE (FIRST HOUR)	495.00
EXPARTE TRIAL/ SAN BERNARDINO COUNTY	SAN BERNARDINO COUNTY TRIAL APPEARANCE (FIRST HOUR)	495.00
EXPARTE TRIAL/ JOSHUA TREE	JOSHUA TREE TRIAL APPEARANCE (FIRST HOUR)	795.00
EXPARTE TRIAL/ KERN	KERN COUNTY TRIAL APPEARANCE (FIRST HOUR)	795.00
EXPARTE TRIAL/ ORANGE COUNTY	ORANGE TRIAL APPEARANCE (FIRST HOUR)	595.00
EXPARTE TRIAL/ LOS ANGELES COUNTY	LOS ANGELES TRIAL APPEARANCE (FIRST HOUR)	595.00
EXPARTE TRIAL/ SAN DIEGO COUNTY	SAN DIEGO TRIAL APPEARANCE (FIRST HOUR)	795.00

Client Initial: \_\_\_\_\_

## Extraordinary Costs, Additional Services & Communication Terms

Client understands and agrees that certain **extraordinary costs** may arise during the course of the unlawful detainer or collection process. These include, but are not limited to:

- Advanced court filing fees for motions
- Additional process server charges or repeated service attempts
- Sheriff re-posting fees
- Writ of Execution filing costs (for collections)
- Abstract of Judgment processing
- Postage and mailing fees
- Satisfaction of Judgment filings

Client has reviewed Fast Eviction Service's Schedule of Fees chart included in this agreement and agrees to pay all such costs as incurred

Should the tenant or tenant's attorney initiate **settlement negotiations**, request responses to **interrogatories**, or compel participation in **depositions** or extended court proceedings (including delays due to courtroom availability or trials exceeding one hour), such time will be billed as **extraordinary legal services**.

- Time spent by law office **staff** on these matters, including additional phone calls and case-specific inquiries, will be billed at **\$175 per hour**.
- Time spent **personally by an attorney** in response to Client's request (when outside the normal scope of service) will incur a **minimum fee of \$100**.
- Any time exceeding 15 minutes of attorney time will be billed at the rate of **\$250 per hour**.

Please note: Our staff is trained to handle standard case matters and procedural inquiries efficiently, but **cannot provide legal advice**. Clients requesting attorney involvement outside standard case milestones will be billed accordingly, as outlined above.

## Attorney Fee Policy & Associated Counsel

Unless expressly arranged otherwise, the **full fee for a standard uncontested eviction** must be paid in advance. The initial **attorney fee of \$250, plus any applicable refund processing fees (4%)**, is deemed **earned in full** once the Summons & Complaint are prepared by Fast Eviction Service. These fees are **non-refundable** at that point.

Fast Eviction Service may, at its discretion, delegate tasks to **associated or closely affiliated attorneys** for services including but not limited to legal research, discovery, motion drafting, court appearances, trial preparation, jury or bench trials, and federal matters (including bankruptcy). By signing this agreement, Client expressly authorizes such delegation. In certain cases, a separate retainer agreement may be required.

## File Retention Policy

Client files will be retained by the Law Office for a period of **no less than seven (7) years** following completion of representation. After that time, the file may be securely destroyed. Within that period, Client may request **one duplicate copy** of their file, subject to a **\$50 administrative retrieval fee**.

## Fee Adjustments & Legal Disclosures

All legal fees, court costs, and administrative charges are **subject to change** at the discretion of Fast Eviction Service, especially in response to new laws or increased government-imposed costs. This includes, but is not limited to, **fee increases resulting from SB 564** and similar legislation affecting Sheriff and Marshal services. Fast Eviction Service will notify clients of any such increases as soon as practicable.

Client Initial: \_\_\_\_\_



### Acknowledgment of Truthfulness & Understanding

I declare under penalty of perjury that all information I have provided to Fast Eviction Service is **true and correct**, and that I am competent to testify to its accuracy in a court of law if necessary.

By signing below, I acknowledge that I have read, understood, and agreed to all terms set forth in this Retainer Agreement. I further understand that **eviction cases in the City or County of Los Angeles** may be **highly litigated** and subject to **moratoriums or tenant protections**, which may result in **settlement or unfavorable outcomes**. These risks are understood and accepted.

### Electronic Communications Consent

By executing this agreement, I authorize Fast Eviction Service and its representatives to communicate with me via **email, fax, text message, and other forms of electronic communication** for matters related to my case.

☐ **I opt out of all electronic communication and request all case correspondence by mail only.** (*Client must check box to opt out.*)

Date:

Client/Landlord Signature:

Client Initial: \_\_\_\_\_

**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

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

1. PLAINTIFF (*name each*):

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

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

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

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

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

PLAINTIFF: DEFENDANT:	CASE NUMBER:
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#### 4. Federal law allegations

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

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

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

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

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

- a. ☐ Defendant (name each):

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

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

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

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

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

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

- (1) ☐ Defendant (name each):

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

- (2) ☐ Defendant (name each):

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

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

- a. ☐ Defendant (name each):

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

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

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

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

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

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

- (1) ☐ Defendant (*name each*):

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

- (2) ☐ Defendant (*name each*):

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

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

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

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

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

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

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

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

at defendant's

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

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

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

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

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

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

- b. ☐ (*Name*):

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

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

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

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

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

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

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

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

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

**VERIFICATION**

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

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

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

(TYPE OR PRINT NAME)

(SIGNATURE)

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

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

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

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

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

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



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

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