

Collection Agreement

Dear Landlord:

The eviction process may have set you back financially and now it is time to think about trying to recoup the lost rent money. Fast Eviction Service's collection department can assist you in recovering any money that is owed to you by your ex-tenant for rent or physical damages to your property.

In order to collect for you, we must first obtain a money judgment. If you would like for us to assist you in recovering money that is owed to you. We will obtain a money judgment for you. The fee for judgment processing is \$450.00. We cover the majority of all filings fees associated with the collection process. We work on a commission basis, the commission fee that is charged is 40% of what is collected.

Before proceeding with collections against your ex-tenant, we require a signed collection agreement. If you would like for Fast Eviction Service's collection department to assist you in recovering your money, please find enclosed a collection agreement form. Please fill out this agreement providing us with as much information as you can on your ex-tenant.

Rental applications and credit applications are exceptionally helpful. Please mail the collection agreement; a copy of the credit application; and a copy of the security deposit accounting (if applicable) to Fast Eviction Service's Collection Department.

If there is significant property damage, please contact us to discuss the possibility of beginning a small claims action. Please be advised that there is a fee to file and serve a small claims case.

If you have any questions, please contact my office as soon as possible and remember that 60% of something will always be better than 100% of nothing.

We appreciate your business!

Client Initial: _____

Fax Cover Sheet

Attention: Collection Department

Re: Request For New Collection

Date: _____

From: _____

Email: _____

Cell #: _____

(sender's name, address, telephone number)

Phone # _____ Fax# _____

Re: _____ V.

Owner/Apt. Complex Name Tenant(s) / Occupant(s)

Tenant's Email: _____

Case # _____

Enclosed please find the following:

- Signed Collection Agreement
- Copy of Rental Application
- Copy of Cancelled Rent Check
- Disposition of Security Deposit
- Email Tenants
- Other (copy of drivers license, social security card, copy of pay stub)
- Tenant(s) Emails

Client Initial: _____

What Happens After Judgment Is Entered?

- **AFTER THE JUDGE DECIDES:** If the judge decides in your favor, the clerk of the court will enter a judgment against the other party. The other party should pay the money directly to you or to your attorney of record.
- **AFTER THE DEBT IS PAID:** You must file an the Acknowledgment of Satisfaction of Judgment form with the court within 15 days, and send a copy to the defendant for their records.
- **IF THE DEBT IS NOT PAID:** If the debt is not paid within a few days, fill out the collection agreement and mail in to our office so that collection efforts against the opposing party can begin.

Steps During The Collection Process

- **WRIT OF EXECUTION:** The Writ of Execution form gives a sheriff, marshal or other court officer the authority to seize and/or sell wages and/or property of the debtor in order and apply the proceeds to the judgment.
- **EARNINGS WITHHOLDING ORDER:** In order to attach the debtor's earnings, we will need the name and address of the debtor's employer so that we may set up a garnishment order with the sheriff and/or marshal. We are entitled to take 25% of the debtor's net take home pay per pay period as long as they meet the required income threshold.
- **BANK LEVY:** In order to levy the debtor's bank account, we will need the name of the bank, bank location and the account number. We are able to levy all amounts in a checking account and everything over \$ 1,300.00 in a savings account.
- **CLAIM OF EXEMPTION:** The debtor has the right to file a Claim of Exemption for the return of property or money that has been seized. If a Claim of Exemption is filed by the debtor, we can oppose the claim by filing an Notice of Opposition and setting the claim for a hearing. At the hearing a judge will then determine if the debtor is capable of repayment of the judgment at that time.
- **Abstract of Judgment:** If the debtor owns real property (land or house), you can place a lien on the property by filing an Abstract of Judgment in the county where the property is located. FEE: based on county of recording.
- **ORDER TO APPEAR FOR EXAMINATION:** If you do not know specific personal information about the debtor, you can serve an order for the debtor to appear in front of the judge for examination. The debtor will be required to answer question under oath concerning their assets, properties and financial income. A subpoena is included with the Order requesting the debtor to bring specific financial records (paycheck stubs, bank statements, titles, etc.) with them for review by the judgment creditor. FEE: Starting at \$ 495.00

Collection Retainer Agreement

Client / Judgment Creditor Information

Client Name: _____

Defendant(s): _____

Case Number: _____

Judgment Date: _____

Judgment Amount: \$_____

1. Retention Of Attorney

Client hereby retains and authorizes the Law Office of John E. Bouzane, APC, a California professional law corporation, to act as Attorney of Record for the purpose of post-judgment enforcement and collection of the above-referenced judgment. Client remains the sole judgment creditor; this Agreement does not assign or transfer any ownership interest in the judgment.

2. Representation By Law Corporation, Associated Attorneys & Authorized Personnel

Client acknowledges and agrees that:

- The Law Office of John E. Bouzane, APC may assign, delegate, or authorize any of its attorneys, associate attorneys, of-counsel attorneys, contract attorneys, paralegals, legal assistants, or other authorized personnel to perform services under this Agreement.
- All such services shall be deemed performed by the professional law corporation and under its supervision as required by the California Rules of Professional Conduct.
- Client expressly authorizes and retains Law Office of John E. Bouzane, APC, its professional corporation, any attorney employed by or associated with the Firm, and any assignees, successors, transferees, or business successors of the Firm, to act on Client's behalf regarding all aspects of post-judgment enforcement.
- The Firm may utilize investigators, process servers, court services, and other third-party vendors as reasonably necessary.
- This authorization is intended to be broad, continuous, and effective until revoked in writing and subject to the Firm's right to withdraw under this Agreement.

Client Initial: _____

3. Scope Of Services

Attorney will provide lawful post-judgment enforcement services, which may include:

- FDCPA/Rosenthal-compliant demand notices
- Skip tracing and asset location
- Sheriff levies
- Wage garnishments
- Abstracts and liens
- Bank levies
- Judgment debtor examinations (costs required upfront)
- Settlement negotiations and payment arrangements
- Collection accounting and fund remittance

Services **NOT included** in this Agreement (require a separate retainer):

- Filing a new lawsuit
- Bankruptcy actions
- Appeals
- Defense of any claim or cross-claim
- Any non-collection legal matter

4. Contingency Fee

Client agrees Attorney shall receive:

- 40% of all amounts collected

This includes, without limitation:

- Payments collected directly by Attorney
- Payments made directly to Client
- Settlements or negotiated reductions
- Payment plans arranged by Attorney
- Wage garnishment recoveries
- Bank levy recoveries
- Keeper-levy and asset seizure recoveries
- Any funds paid by debtor following Attorney's efforts (voluntary or involuntary)

Client must **immediately notify Attorney** of any direct payments and remit the 40% fee accordingly.

Client Initial: _____

5. Costs

5.1 Costs That Client Must Pay Upfront

(Attorney will NOT advance these Costs)

- Obtaining a Money CCP § 585 Judgment with the additional fee of \$450
- Debtor examinations
- Keeper levy / Till-tap fees
- Post-judgment motions or filings requiring court appearances
- These amounts must be paid **before** Attorney initiates the specific enforcement action.

5.2 Costs That MAY Be Advanced by Attorney

(Reimbursed from collected funds)

At Attorney's discretion the Firm may advance:

- Court filing fees
- Sheriff fees
- Process server fees
- Skip tracing
- Asset investigation charges
- Subpoena / witness fees
- Bank levy processing costs
- Abstract of judgment & recording fees

Advanced costs are reimbursed from recovered funds prior to Client distribution.

6. Settlement Authority

Client authorizes Attorney to accept settlement offers of:

- 80% or more of the judgment balance

Any settlement below 80% requires Client approval.

7. Accounting & Remittance

- All funds collected will be deposited into the Firm's IOLTA trust account.
- Disbursements to Client (minus fees/costs) occur **on the 15th and last day of each month.**
- Attorney will provide an itemized accounting for each disbursement period.

Client Initial: _____

8. Client Responsibilities

Client agrees to:

- Provide complete and accurate information
- Return requested documents promptly
- Disclose any contact or payment received from the debtor
- Cooperate with enforcement procedures
- Sign writs and enforcement-related documents when required
- Pay required costs in advance as outlined in Section 5.1

9. Termination

Client may terminate this Agreement in writing at any time.

Upon termination:

- Attorney is entitled to the 40% contingency on any funds collected or received as a result of Attorney's efforts.
- Client must reimburse Attorney for any advanced costs.

Attorney may withdraw consistent with CA Rules of Professional Conduct, including for non cooperation, non-payment of costs, or misrepresentation by Client.

10. Confidentiality & Compliance

Attorney will maintain confidentiality except as required for lawful collection activities.

All enforcement activities will comply with FDCPA, Rosenthal Act, and applicable California law.

11. Entire Agreement

This Agreement represents the entire understanding between the parties and may only be modified in a writing signed by both Client and Attorney.

Signatures

Client / Judgment Creditor

Date: _____

Printed Name: _____

Signature: _____

Client Initial: _____

Client Info (Please Complete All Fields)

Name: _____

Address: _____

City _____ State _____ Zip _____

Home Phone _____ Cell _____

Email _____

Defendant Info (Complete As Much As Possible)

Defendant 1

Name: _____

SSN: _____

Address: _____

Phone: _____ Cell: _____

Email: _____

Owns Property? Yes No If yes, where? _____

Employer: _____

Employer Phone: _____

Bank Name: _____

Checking Acct: _____ Savings Acct: _____

Defendant 2

Name: _____

SSN: _____

Address: _____

Phone: _____ Cell: _____

Owns Property? Yes No If yes, where? _____

Employer: _____

Employer Phone: _____

Bank Name: _____

Checking Acct: _____ Savings Acct: _____

Client Initial: _____

Credit Card Authorization Agreement

ATTN: _____ TODAY'S DATE: _____

Plaintiff: _____ Defendant: _____

Email: _____ Fax #: _____ Owners Cell #: _____

You Authorize charges to your Visa, MasterCard, American Express or Discover card. You will be charged for the total amount due. To receive a receipt, an email address must be provided. The charge will also appear on your credit card statement. You also agree that this card will be kept on file and used for any unpaid services.

Please complete the information below:

I _____ authorize Law Office of John E Bouzane DBA Fast Eviction Service to charge my credit card indicated below for payment.

Credit Card billing address: _____

Account Type: Visa MasterCard Discover

Cardholder Name: _____

Account Number: _____

Expiration Date: _____ CVV Code*: _____

* (3 Digit number on back of Visa/MasterCard.)

Credit card holder: by reviewing and completing this credit card authorization form, I authorize law office of John E Bouzane dba fast eviction service to handle the entire eviction, small claims, civil and collection process and to charge my credit card listed above. I also understand that once law office of John E Bouzane DBA Fast Eviction Service has rendered services there are no refunds. I also understand that this authorization will remain in effect until I cancel in writing, and I agree to notify FES in writing of any changes in my account information or termination of this authorization at least 15 days prior. This payment authorization is for the type of bill indicated above. I certify that I am an authorized user of this credit card and that I will not dispute the payments with my credit card company.

Signed: _____

Credit Card Holder

Printed Name: _____

We have the right to refuse service to anyone. Due To Your Credit Card Company's Refund Policy Law Office of John E Bouzane DBA Fast Eviction Service Will Be Deducting 4% From The Total Amount Of The Refund Along With A \$50.00 Processing Fee.

Client Initial: _____

Security Disposition Letter FAQ

Dear Valued Clients,

We would like to take the time to notify you of the California Civil Code 1950.5 Section G, which states if your tenant has paid a security deposit then no later than 21 days after the former tenant vacates, you must send an itemized statement of where the security deposit was applied.

So, why is this so important?

If this itemized statement is not sent within the 21 days of them vacating, they may file a lawsuit against you in Small Claims Court for the deposit plus court costs. If the Judge feels you withheld the deposit in bad faith, they may allow former tenant to sue you up to 2 times the security deposit as well.

Why does our office need a copy of this form?

To sue in small claims or get a 585 money judgment once the tenants vacate we need to be able to show the judge that this itemized statement has already been prepared and sent. Most courts will not allow us to obtain a judgment without a copy of this document filled out. If this is not done prior to the request of collections or Small Claims, it may delay your case until it is completed.

What can you use the deposit towards?

1. For unpaid rent
2. For cleaning the rental unit back to the condition it was when former tenant first moved in.
3. For repair of damages, other than normal wear and tear caused by tenant, their animals, or tenant's guests
4. If items were stolen that were listed on the agreement to be utilized while renting the unit.

What does the statement have to include?

You can make your own Statement or use the template we have included, but either way there is crucial information that MUST be included:

- The landlord must include copies of receipts for the charges the landlord incurred to repair or clean the unit.
- If there was no forwarding address provided then you must send it to the address they rented from you. This statement must be mailed certified; this will provide you with a slip proving you attempted to send it. This covers you even if you never receive the letter back.

Client Initial: _____

Security Disposition Letter FAQ

- Cleaning fees if applicable. (only to get property back to how it was when they first moved in)
- Carpeting and drapes. You cannot charge for normal wear and tear on the carpet. If they had large rips in the carpet or permanent stains that cannot be removed that justifies a deduction on the statement.
- Repainting the walls. You want to assume that interior paint has a two-year life. For example:

• LENGTH OF STAY	• DEDUCTION
• 0-6 MONTHS	• FULL COST
• 6 MONTHS - 1 YEAR	• TWO-THIRDS THE COST
• 1-2 YEARS	• ONE-THIRD THE COST
• 2 OR MORE YEARS	• NO DEDUCTION

- Other damage to walls. For example; Large amounts of holes that require filling with plaster
- Eviction costs, attorney fees, and court costs.
- Late fees, if listed in the agreement.
- Utility bills, if the tenant had the utilities in their name and vacated the property owing a balance that the owner was required to pay to get utilities turned back on at rental unit. If utilities are in owners name, it must state in the written agreement that the tenant must pay for utilities.

An itemized statement is required to be sent to the former tenant if:

- A. Security deposit was received from tenant
- B. A portion of the deposit was used, but not all. (refund for remainder of deposit MUST be included)
- C. All of the deposit was used but no balance remains
- D. All of the deposit was used and they owe you remaining balance.

Please be advised all information came from California Department of Consumer Affairs. I have included the copy of their information about Refunds of Security deposits in case you would like an even more detailed explanation. I have also included a template for your reference of how to fill out a "Disposition of Security Deposit" form to the best of your ability.

Client Initial: _____

Frequently Asked Questions

- My previous tenants didn't provide me with a forwarding address, where do I send the letter?
 - Eviction Address, Reference Addresses, Parents Address, Employers Address.
- How do I apply the Judgment in the Security Deposit?
 - Reference the amount however security deposits are to cover damages, repairs, replacement for the unit then apply to any unpaid rents.
- What exactly can be included in the deductions?
 - Everything from repairs, cleanup costs, dump fees, re-keying of the property, replacing broken items. (Retain receipts and pictures of entire unit with detail to the damaged areas)
- Do I send separate letters to each tenant or just one with all tenants named?
 - Sent to anyone over the age of 18, any way possible
- What if I can't afford to replace all the items right now?
 - Notate this is estimated costs and attach copies of the written estimates along with pictures
- What is "rent owed to 30 day notice" "rent owed to vacate" ?
 - All rents owed prior to any notices serviced and all rents owed up to vacate date
- If I complete the work as an owner or a manager, can I charge for my time?
 - Yes, charge for every minute. Your time is valuable and should be charged what it is worth. Back up your charges with pictures of all damages and cleanup
- Do I have to send a disposition even though the Eviction Judgment states that the "Security Deposit is Acknowledged"?
 - Yes, it is required by law. This is also proof that the deposit was spent on repairs and cleanup to your rental property.
- Why do I have to send them an accounting when they owe me money?
 - Again, it is required by law per civil code 1950.5
- What is the statute of limitation to send out this security deposit accounting?
 - You must sent out with 21 days of vacancy, mail it first class mail as well as certified mail so that you have proof of date mailed.
- What is the "daily rental rate"?
 - Monthly rental rate divided by 30
- Why can't I include all the rent up to the expiration of the lease if they vacated prior to the lease expiring?
 - You must do everything in your power to re-rent the property and be able to prove it with advertising. You may then charge up to the day you re-rent the property.
- What is "Apt Project"?
 - That would be the name of the apartment complex if applicable
- Can I just email my ex-tenants this accounting?
 - Yes you can email it but you must also first class and certified mail to the last known address.
- What is considered normal wear and tear?
 - Please refer to the California Department of Consumer Affairs regarding security deposits.

Client Initial: _____

DISPOSITION OF SECURITY DEPOSIT

[PER CCP 1950.5 (e)]

Apt. project: _____

Tenant's name: _____

Apt. address: _____

Forwarding address: _____

Date of 30 Day Notice received in writing: _____

Date apt. vacated: _____ Rent paid to date: _____

Monthly rental rate: \$ _____ Daily rental rate: \$ _____

Move-in date: _____ Total deposits rec'd: \$ _____

DEDUCTIONS FROM DEPOSIT

Rent owed to vacate \$ _____

Rent owed to 30 Day Notice \$ _____

Apt. cleaning \$ _____

Carpet cleaning \$ _____

Drapery cleaning \$ _____

Painting \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total deductions: \$ _____

Total deposit received: \$ _____

Rent credit: \$ _____

Net refundable deposit to tenant: \$ _____

Balance due from tenant/landlord: \$ _____

Landlord:

If no forwarding address, mail to your vacated unit. If you are deducting \$125 or more, it is necessary to include receipts or estimates.

DISPOSITION OF SECURITY DEPOSIT

[PER CCP 1950.5 (e)]

Apt. project: APARTMENT COMPLEX NAME/ N/A IF NOT APPLICABLE
Tenant's name: LIST ALL TENANTS ON LEASE OR AGREEMENT
Apt. address: PROPERTY ADDRESS THEY RENTED FROM YOU
Forwarding address: DID THEY PROVIDE YOU A FORWARDING ADDRESS WHEN THEY LEFT?
Date of 30 Day Notice received in writing: NOTICE TENANT TO GIVE OWNER 30 DAYS BEFORE LEAVING
Date apt. vacated: LOCKS CHANGED/ KEYS RCVD Rent paid to date: RENT PAID TO YOU TOTAL
Monthly rental rate: \$ RENT PER MONTH Daily rental rate: \$ 1 MONTH RENT DIVIDED BY 30
Move-in date: WHEN DID THEY MOVE IN? Total deposits rec'd: \$ SECURITY DEPOSIT PAID

DEDUCTIONS FROM DEPOSIT

Rent owed to vacate	<u>ALL RENT FROM NOTICE TO DAY VACATED</u>	\$ _____
Rent owed to 30 Day Notice	<u>ONLY IF THEY GAVE OWNER 30 DAY NOTICE</u>	\$ _____
Apt. cleaning	\$ _____
Carpet cleaning	\$ _____
Drapery cleaning	\$ _____
Painting	\$ _____
<u>OTHER REPAIRS</u>	\$ _____
<u>UTILITY BILLS</u>	\$ _____
<u>STOLEN ITEMS</u>	\$ _____
<u>ETC...</u>	\$ _____
_____	\$ _____

Total deductions: ALL ABOVE CHARGES TOTALLED TOGETHER \$ _____
Total deposit received: AMOUNT OF SECURITY DEPOSIT PAID \$ _____
Rent credit: NONE IF THEY OWE YOU MONEY \$ _____
Net refundable deposit to tenant: NONE IF THEY OWE YOU MONEY \$ _____
Balance due from tenant/landlord: SUBTRACT DEPOSIT FROM TOTAL DEDUCTIONS \$ _____

Landlord:

If no forwarding address, mail to your vacated unit. If you are deducting \$125 or more, it is necessary to include receipts or estimates.