## **FAST EVICTION SERVICE**

## INSTRUCTIONS TO COMPLETE PACKET

**Completely fill out** the following pages: 4, 5, 6, 7 **Review, sign and date** all other pages

We will also need a copy of the following documents:

- Please submit any & all written communication with your tenant.
- Copies of the most current notices served to/from your tenants.
- > A copy of the rental agreement and addenda, if you have one.
- ➤ If the terms of your agreement have changed, provide that documentation. (Rent increase, change of ownership, etc.)
- ➤ If your property is held in a Trust, we must have a copy of the legal trust name from your trust documents.
- > Any roommate release forms.
- ➤ Name and phone numbers of authorized persons for sharing status of your case.
- > Payment of fees for the Unlawful Detainer lawsuit to be filed.
- We will need to be informed if your case is a Section 8 tenancy.

## PROVIDED, YOUR CASE WILL BE DELAYED

- \*Please review the legal reasons for eviction in LA City.
- \*Please fill out the Takesheet so that we have the appropriate information to start the eviction process.
- \*All units must be registered, Single Family Residence, Apartments, Duplexes, and Converted garages



# CITY OF LOS ANGELES RENTER PROTECTIONS NOTICE

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

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

## AT-FAULT EVICTIONS

- Effective January 27, 2023, all renters in the City of Los Angeles have eviction protections, which means that landlords must provide a legal reason for eviction. Under the Just Cause Ordinance (JCO), tenants in rental units not subject to the City's Rent Stabilization Ordinance (RSO) are protected at the end of their first lease, or 6 months after the commencement of their initial lease, whichever comes first.
- Allowable eviction reasons for cause include nonpayment of rent; violation of a lease/rental agreement; causing or permitting a nuisance; using the unit for an illegal purpose such as drugs & gangs; failure to renew a similar lease; denial of access into the rental unit; being an unapproved subtenant at the end of the tenancy; and failure to comply with an approved Tenant Habitability Plan [THP] (applies only to RSO units).

## **NO-FAULT EVICTIONS**

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

## **RELOCATION ASSISTANCE**

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

Relocation Assistance from July 1, 2024 through June 30, 2025									
Tenant Type	Tenants with Less Than 3 Years	Tenants with 3 or More Years	Income Below 80% of Area Median Income (Regardless of Length of Tenancy)	Mom & Pop Amount (Only for Landlord, Family, Resident Manager Occupancy)	Single Family Dwelling owned by natural persons				
Eligible Tenant	\$10,300	\$13,500	\$13,500	\$9,900	One				
Qualified Tenant	\$21,750	\$25,700	\$25,700	\$19,950	month's rent				

## **RENT INCREASES UNDER THE RSO**

- RSO rent increases were prohibited from March 2020 to January 2023. No banking or retroactive rent increases are allowed.
- RSO rent increases are permitted once every 12 months.
- Allowable RSO rent increases:

Effective Date	% Allowed
3/30/2020 - 1/31/2024	0%
2/1/2024 - 6/30/2024	4%
7/1/2024 - 6/30/2025	4%

- An additional 1% for gas and 1% for electric service can be added if the landlord provides the service to the tenant.
- Landlords must provide an advance 30-day written notice for all rent increases of less than 10%.

## **RENT INCREASES UNDER THE STATE LAW**

Some non-RSO rental units are subject to State law AB1482, which applies to properties built more than 15 years ago (before 2009).

- Effective August 1, 2023 to July 31, 2024, the maximum allowable increase is 8.8%
- Effective August 1, 2024 to July 31, 2025, the maximum allowable increase is 8.9%

To find out if your unit is subject to the RSO or AB1482, visit zimas.lacity.org. Enter your address, click the Housing tab, and the RSO & AB1482 status will be indicated for the proprerty.  $1 \ of \ 2$ 

Revised 7/1/2024





## STATE LAW EVICTION PROTECTION (CONSUMER DEBT)

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

## **TENANT ANTI-HARRASMENT ORDINANCE**

Protects all residential tenants from harassment by landlords. Harassment occurs when a landlord creates an unbearable situation to the point that the tenant does not feel comfortable or safe remaining in the unit. For more information or to file a complaint, visit housing.lacity.org/residents/tenant-anti-harassment/

## **CITY OF LOS ANGELES EVICTION DEFENSE PROGRAM**

If you're at risk of being evicted, there is help available. If you receive LA Superior Court Documents (SUMMONS & COMPLAINT - UNLAWFUL DETAINER [UD]) you must respond to the Court within 5 days.

Contact stayhousedla.org or call 888-694-0040

## **NOTICE TO TERMINATE TENANCY** (EVICTION FILING)

- Effective January, 27, 2023, any written notice terminating a tenancy must be filed with LAHD within three (3) business days of service on the tenant per Los Angeles Municipal Code 151.09.C.9 & 165.05.B.5. All no-fault evictions can be filed at:
  - https://housing.lacity.org/eviction-notices.
- A tenant can raise an affirmative defense in an eviction for failure to provide a copy of the eviction notice to LAHD.
- To look up records for a property, visit lahd.service-now.com/plu

## **ECONOMIC DISPLACEMENT (MORE THAN 10% RENT INCREASE)**

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

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

	ECONOMIC DISPLACEMENT RELOCATION ASSISTANCE PER BEDROOM SIZE									
	Efficiency Bedroom Bedroom Bedroom Bedroom									
FY 2024	\$1,777	\$2,006	\$2,544	\$3,263	\$3,600					
Relocation Amount	\$5,331	\$6,018	\$7,632	\$9,789	\$10,800	One month's				
Moving Costs										
Total Relo \$	\$6,742	\$7,429	\$9,043	\$11,200	\$12,211					
	Effective October 2023 - September 2024									

## **EVICTIONS FOR NON-PAYMENT OF RENT**

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

ECONOMIC THRESHOLD FAIR MARKET RENT PER BEDROOM SIZE								
Year	Year Efficiency 1-Bedroom 2-Bedroom 3-Bedroom 4-Bedroom							
FY 2024	\$1,777 \$2,006 \$2,544 \$3,263 \$3,600							
	Effective October 2023 - September 2024							



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

Need Help, call LAHD (866) 557-RENT [7368] Monday-Friday 9:00 am - 4:00 pm File a complaint online at housing.lacity.org/File-a-Complaint Have a question? Ask LAHD @ housing.lacity.org/ask-housing

FastEvict.com / Law Group

474 W Orange Show Rd. San Bernardino, California 92408
Telephone: (800) 686-8686 • (909) 889-2000 • Facsimile: (800) 675-5002 • (909) 889-3900
Website: www.fastevict.com/evictions • Email: intake@fastevict.com

PLEASE ANSWER ALL QUESTIONS.

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

OWNERS INFORMATION:  NAME ALL INDIVIDUAL OWNERS OF THE PROPERTY:										
HOW IS THE RENTAL / SUBJECT PROPERTY HELD?  TRUST? TLLC? CORP? PARTNERSHIP? INDIVIDUAL? SUBLEASE? OTHER?  BUSINESS/TRUST AND TRUSTEE NAME:										
CITV	OWNERS ADDRESS:									
EΔY NIII	MRER.			CELL PHONE:	L	ΔΙΤΝΙΙ	MRER:			
						ALT NO	MDLN.			
				YES NO -						
PAYMENT FOR NOTICE ONLY:										
	_				EXP Date:	CVV2:				
			RESS:				<del></del> -			
DO YOU	J NEED	A BUSINESS	LICENSE? YE	S 🗌 - NO 📗 COUN	TY OR STATE	BUSINESS IS	REGISTERED IN	l:		
HAS TIT YES □			RECENTLY C	HANGED?	HAS MANAGE YES ☐ NO		NTLY CHANGED	?		
	R PROP  - NO 🗌	ERTY SUBJE	CT TO RENT (	CONTROL?	DO YOU NEE YES 🗌 NO		INESS LICENSE	?		
MANAG	ER ADD	RESS:	If Applicable)							
CITY: _				STATI	E:	ZIF				
						ALT NU	MBER:			
		ORMATION:								
ADDRE	SS WHE	RE TENANT I	PAY RENT TO	/ DIRECT DEPOSIT I	INFO:					
EVICTION	ON ADDI	RESS:								
CITY:				STAT	E:	– ZIF	CODE:			
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			THE PAS	SCODE IS:						
				ovide access when needed th						
				A	LT NUMBER: _					
	_	PRESS /POBOX	/ DOOR #							
		PROPERTY:	PANTS OVER	10.						
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CURREN	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 - NO - AND THE TENANTS PORTION?									
				ARY? YES 🔲 NO 🖸						
				OST IT, WHAT DATE DIE		S MOVE IN?				
IF THE A	GREEME	NT HAS CHAN	GED SINCE MC	VE IN WHAT DATE WAS	S 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 <a href="https://www.nones.com">housingiskey.com</a> for more details.

**FAILURE TO REVEAL	. HABITABILITY ISSUES NOW, CO	OULD 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 **AT	TORNEY FEES CAN ONLY BE AWAR	RDED WITH A WRITTEN AGREEMENT**						
Rent Br	eakdown	Cure / Quit Notice Breakdown						
	RE THAN 12 MONTHS OF RENT**	(please attach a copy of your lease or violation notice if applicable)						
		PLEASE GIVE US ALL THE DETAILS OF THE VIOLATIONS						
PLEASE STATE EACH RENTAL PI	RIOD RENT IS OWED FOR							
JAN \$	JUL \$							
FEB\$	AUG\$							
MAR\$	SEP\$							
APR\$	OCT\$							
MAY\$	NOV\$							
JUN \$	DEC\$							
the tenant never paid the increase HAVE THE OCCUPANTS GIVEN YO	alid and you may have a problem if sed amount.  DU ANY NOTICES? YES  - NO							
HAVE YOU SERVED ANY OTHER N								
•	nant recently acted in violation of an ng, disturbances of the peace, etc.	ny provision of the written rental agreement? YES ☐ NO ☐						
What are the police report number	ers for the incidents at the property?							
Is the real property (tenancy) in f	oreclosure; has a Notice of Default	or Notice of Sale been served? YES  NO						
Did you purchase this property fr at the time of the foreclosure sale		nt to a foreclosure sale when the tenant was in possession of the unit						
Did your tenant ever give you a C	COVID distress declaration and if so	when was the last time they did?:						
Have you or your tenant applied fo	r the Emergency Rental Assistance P	rogram. If yes please state when and outcome: Please describe:						
Have you received notices or cita	ations from Code Enforcement or the	e City? YES  NO						
Have there been any habitability	complaints made by the tenants wit	thin the last 6 months? YES  NO						
HAVE YOU FILED A PREVIOUS	CASE AGAINST THE OCCUPAN	TS? YES □ NO □						
WHAT IS THE DATE YOU WER	E LAST IN THE PROPERTY?							
For 30/60 Day Notice cases: Have	ve you accepted rent after the Notice	e 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.								
DO SO COMPETENTLY. I AUTHORIZE THE LA		THAT THE FOREGOING IS TRUE AND CORRECT, AND THAT IF CALLED AS A WITNESS I COULD MATION ON THE LAW SUIT. BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND TAINER AGREEMENT.						
Date								
		SIGNATURE: OWNER/LANDLORD/AUTHORIZED AGENT						

<sup>\*</sup>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.

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

How long have you owned the property?  (If you are a management or third party service hiring our company, we will need all information regarding ownership included with the information you send us.)								
What entity/ownership name is property held in? (We rely solely on your information in order to file the legal documents properly.)								
Has the title to the property changed since this tenant occupied the unit? Yes □ No □ Example; transferring to an LLC, a trust, a corporation, or limited partnership)								
Is the client that is starting the eviction case the owner $\square$ , the manager $\square$ , or the trustee $\square$								
f it is an LLC, a trust, a corporation, or limited partnership is it still active? Yes \(\sigma\) No \(\sigma\) 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 $\square$ No $\square$ 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 $\square$ No $\square$ If so, was a new lease or agreement signed? Yes $\square$ No $\square$								
Did the client buy the property with tenants in the unit? Yes \(\sigma\) No \(\sigma\) If so, was an estoppel certificate or lease given to the new owner? Yes \(\sigma\) No \(\sigma\)								
Does the city, county or municipality require a business license or a registration number? Yes \( \subseteq \) No \( \subseteq \) (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 $\square$ No $\square$								
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 $\square$ No $\square$ If so, have you collected rent since this? Yes $\square$ No $\square$								
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?								

## **Fast Eviction Service**

474 W Orange Show Rd. San Bernardino, California 92408
Telephone: (800) 686-8686 • Website: www.fastevict.com • Email: intake@fastevict.com UNLAWFUL DETAINER ATTORNEY-CLIENT RETAINER AGREEMENT AND CREDIT CARD AUTHORIZATION

I authorize FastEvict.com to charge my credit card indicated below for payment of any and all services required to be completed in my Eviction Process. I understand that I will receive advance notice of the charge via telephone or email.

Cardholder Name	Credit Card Billing Address
Cardtype	Card #
process as set forth in the Retainer Agreeme authorization shall remain in full force and er authorization at least 15 days prior. This aut will not dispute the authorized payments	Credit Card Billing Address
I also understand that if I dispute the cand costs incurred by <u>FastEvict.com</u>	charges that I have authorized and <u>FastEvict.com</u> has to contest that dispute that I will be responsible for any fees to contest that credit card dispute at the rate of \$250.00 per hour plus actual costs.
	fund policy, FastEvict.com will be deducting 4% from the total amount of the refund along with a \$75.00 processing fee.
*Uncontested Res	sidential Evictions over \$10K or Uncontested Commercial Evictions over 20K please call for pricing.
	FASTEVICT.COM HAS THE RIGHT TO REFUSE SERVICE TO ANYONE
Eviction Address:	
Client hereby acknowledges and agroup or represent client in any matter or client by said party unless the client of	ees that Attorney's representation of client shall not include any obligation to settle, negotiate, obtain a waiver of, aim that the opposing party may have or may hereafter raise against client in any affirmative action/related action executes a separate retainer agreement.  OTED FEE for an uncontested eviction/collection. All advance fees and costs for filing and serving an uncontested
eviction are non-refundable once the Udefendant(s) files a responsive pleading	Unlawful Detainer action is prepared (receipt and review of any documents constitutes as prepared) and/or filed. If ng, client will be responsible to pay any additional fees according to the attached fee schedule at the time the Law if the constitution of this retainer.
If client fails to pay the fees required Sheriff's Department. Nothing in this a outcome of the matter.	by this agreement client understands that attorney will not be required to send the Writ of Possession to the Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the
promises nor guarantees, and will no Attorney, are not a representation of	guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither it be construed as promises or guarantees. Any initial payment made by Client, or estimate of fees given by 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 vary significantly from estimates given.
If client fails to pay the fees required the fee is not paid for.	by this agreement client understands that attorney will not be required to proceed with the matter at which point
Subject to certain exceptions, attorned hereby authorizes Attorney, in its jud with other parties or professionals for	ey-client communications are privileged and confidential. Without waiving this privilege or confidentiality, Client gment and discretion for the best interests of the Client, to communicate concerning the Engagement or the Client the benefit of Client, including, but not limited to, any third party that has agreed to pay attorney fees and costs for
Sheet) and that information contained forth on the Take Sheet. I understand the	ave provided to the FastEvict.com / Law Group New Case Information Sheet (Commonly referred to as a Take of thereon is true and correct to the best of my knowledge. I take full responsibility for accuracy of the information set hat the FastEvict.com / Law Group will be using the information I have provided to prosecute this Unlawful Detainer
Case.  I, (Client) understand that an Ur and I will testify in court regarding rea	nlawful Detainer Case requires careful preparation for success. Our Client is the only one who knows the facts of this case sons for evicting my tenant.
I, Client) further understand the tenants.	California Law regarding unlawful detainer cases have been dramatically altered in the past 3 years and favor the
I understand that unlawful detainer ca attorney. The concealment of any kno	ases are now strongly litigated and require special attention to detail by the client who is supplying the facts to its'/his/her wan fact will affect the outcome of the case which the attorney will not be held responsible for.
will be no refunds of any kind at the ir	in any type of litigation matter. By signing this retainer agreement. I agree to take those risks and understand that there acception of the case.  If fees and issue a charge back at any time, you will be responsible for any and all legal fees and costs incurred by the
	made reasonable attempt to enter dwelling the last 6 months. If any money is accepted after service of the d forthwith. Notices are the property of <u>FastEvict.com</u> / Law Group and no proof of service will be created w Group for the unlawful detainer.
DateClient/Landle	ord Signature

## 474 W Orange Show Rd. San Bernardino, California 92408

Telephone: (800) 686-8686 • Facsimile: (800) 675-5002 • Website: www.fastevict.com • Email: intake@fastevict.com

**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 & Uncontested including attorney's fees\* plus:

**up** (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 \$215 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>\$</b> 4	·UU
&	up

Per Hour: Court trial or hearing that exceeds one Hour Additional phone calls regarding status, legal questions, etc after the initial intake of the case will result in additional fees. Attorney attendance at court hearing Preparation for Court trial or hearing with attorney Points & Authorities/Legal briefs/Legal Research Travel Time/Custom letters and consultations with attorneys Preparation of Notices to Quit/Section 8/HUD / Good Cause Warning letters Preparation of Custom Stipulated Judgment/Stipulation & Order Mutual Agreements to Vacate / Ex tensions of Notices to Vacate |Dtrafting Motions and Opposition to Motions

\*\*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.

Preparation of documents for filing Unlawful Detainer

\$25 & up: Unscheduled phone calls lasting longer than 15 minutes will be charged \$25 for every additional 15 minutes thereafter.

\$400 per Deposition/interrogatories/Answers to set/hr & up Interrogatories/Discovery

\$2,500 & Jury trial preparation/Personal Inspection of up premises. This does not include jury trial appearances which range from \$1700 a day and up

\$400 Preparation of a simple Subpoena Duces ecum

\$150 Per Order to post Summons and Complaint Preparation of Declaration Under Penalty of Perjury

of Declaration Under Penalty of Perjury

\$1500 & up: Obtaining a temporary restraining order including filing and appearance

\$400 & up: Statement of facts and witnesses for

trial.

\$850 & up: Opposition and Appearance for

hearing

\$350 & up: or any Discovery to prove high income.

Initials \_\_\_\_\_

### Fast Eviction Service

## 474 W Orange Show Rd. San Bernardino, California 92408

Telephone: (800) 6868686 • Facsimile: (800) 6755002 • Website: www.fastevict.com • Email: intake@fastevict.com

Extraordinary Costs: Advanced filing cost for a court motion, additional process serving charges or service attempts by process server, Sheriff Re-posting cost, Writ of Execution fee-collection, Abstract of Judgment. mailing or postage charges, Satisfaction of Judgement, etc.

Further, the tenant or tenant's attorney may contact this office to engage in settlement negotiations, or have you answer interrogatories or attend depositions of witnesses. We may also be forced to wait for an available courtroom for hours on end, or the trial may take longer than the typical one hour. For the extraordinary services or costs as described in part above, you will be billed accordingly. Any time spent by the office staff for settlement negotiations, or additional phone calls will be billed at the rate of \$175 per hour. The Law Office is extremely busy representing many clients and employs and trains staff for the purpose of processing, answering and handling routine questions that are presented with each lawsuit or case for which we are retained. Staff cannot provide legal advice. Occasionally, a client or manager overwhelmingly feels the absolute need to speak with the attorney personally - even though an employee has provided answers to the client's inquiries as to status and standard procedures. In these instances, the undersigned understands that if according to the desire of the client speaking personally with an attorney is imperative, the minimum fee for such expenditure of time is \$100 for which the client will be billed. Any time personally spent by the attorney beyond fifteen minutes will be billed at the proportional rate of \$250 per hour.

Unless special arrangements are made with the client or agent, the charge for a typical default eviction as specified herein must be paid in advance. The attorney fees of \$250 + 4% refund costs shall be considered fully earned as soon as the law office prepares the Summons & Complaint. Attorney fees shall be considered as "earned" when the Summons & Complaint for Unlawful Detainer are drafted by the law office.

The Law Office may utilize the services of associated and closely affiliated attorneys to handle a variety of legal services. These services may include legal research, motion drafting, discovery, court appearances, jury trial preparation, jury and court trials and federal matters, including bankruptcy. Client hereby gives permission and consent for the Law Office, at its discretion, to engage such counsel for appropriate tasks and in accordance with the posted fee schedule. Under certain circumstances, a separate retainer agreement may be necessary.

THE LAW OFFICE INTENDS TO RETAIN ALL CLIENT FILES FOR A PERIOD OF NOT LESS THAN SEVEN YEARS

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 DUPICATE 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 Fast Eviction Service 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.

		OPT	OUT	OF	ALL	ELECTRON	IIC	DELIVERY	OF	ANY	AND	ALL	DOCUMENTS,	NOTICES	AND	UPDATES
REGARDING MY CASE. OR ANY FUTURE OFFERS OF NEW LEGAL SERVICES AND FEES.																
Date: _									C	lient/L	andlor	d Sign	ature			

## **VERIFICATION**

## STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I have read the foregoing SUMMONS AND COMPLAINT FOR UNLAWFUL DETAINER

		and kno	ow its contents.
	X CHECK APPLICAB	BLE PARAGRAPHS	
X	am a party to this action. The matters stated in the fo	foregoing document are true of my own knowledge	except as to
those	matters which are stated on information and belief, and	d as to those matters I believe them to be true.	
	am an Officer a partner	aof	
a part	ty to this action, and am authorized to make this verific	fication for and on its behalf, and I make this verifi	cation for that
reaso	n I am informed and believe and on that groun	und allege that the matters stated in the foregoing	document are
true.	The matters stated in the foregoing document are	e true of my own knowledge, except as to those mat	ters which are
stated	on information and belief, and as to those matters I bel	elieve them to be true.	
I:	am one of the attorneys for		
a part	y to this action. Such party is absent from the county o	of aforesaid where such attorneys have their office	s, and I make
this ve	erification for and on behalf of that party for that reaso	son. I am informed and believe and on that grou	nd allege that
the ma	atters stated in the foregoing document are true.		
Execu	ited on , at	at SAN BERNARDINO	_ , California.
I decla	are under penalty of perjury under the laws of the State	e 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:
<del></del>	
DEFENDANT(Name):	
4. □ Other allegations Plaintiff makes the following additional allegations: (State any lettered in order, starting with (a), (b), (c) etc. If there is not enough space below form MC-025, title it Attachment 13, and letter each allegation in order.) □ Other	v, check the box below and use
5 □ Number of pages attached <i>(specify):</i>	
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.)
am the plaintiff in this proceeding and have read this complaint. I declare under penal California that the foregoing is true and correct.	
Date:	
<b>)</b>	
(TYPE OR PRINT NAME)	(SIGNATURE)
I request that a facsimile be accepted as an original pursuant to CRC 2.305(d), a signatural transmission is admissible as an original.	ature hereon, in any, I produced by facsimile

		UD-120
NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER:	Reserved for Clerk's File Stamp
ATTORNEY FOR (Name): PLAINTIFF  SUPERIOR COURT OF CALIFORNIA, COUNTY O	)F	
COURTHOUSE ADDRESS:	<b>'</b> 1	
PLAINTIFF/PETITIONER:		
FLAINTII T/FETTHONEK.		
DEFENDANT/RESPONDENT:		
VERIFICATION BY LANDLORD REGAR	RDING	CASE NUMBER:
RENTAL ASSISTANCE—UNLAWFUL DE		
This form must be filed by the plaintiff with any manual for the filed	idement in any water ful detains	r action analying non-series of
This form must be filed by the plaintiff with any request for default ju residential property based on nonpayment of rent or any other finan appropriate or when requested by a judicial officer.		
The landlord of the property at issue in this case is (name):  1.		
2. All of the following statements are true:		
Landlord has not received rental assistance or other financial condemanded in the notice underlying the complaint in this action.		irce corresponding to the amount
<ul> <li>b. Landlord has not received rental assistance or other financial compensation from any other source for rent accruing after the date o the notice underlying the complaint in this action.</li> </ul>		
<ul> <li>c. Landlord does not have any pending application for rental assis corresponding to the amount demanded in the notice underlyir</li> </ul>		sation from any other source
d. Landlord does not have any pending application for rental assis rent accruing after the date of the notice underlying the compla		sation from any other sources for
declare under penalty of perjury under the laws of the State of Californ	nia that the foregoing is true and	correct.
Dated:	L	
(TYPE OR PRINT NAME)	(8)	IGNATURE)
( <u>_</u>	(O	·-·-·
(TITLE provide if signing on behalf of corporation or other business entity)		