

DIRECTION TO FICHTER LAW FIRM TO COMMENCE LIEN FORECLOSURE CASE AGAINST SELF-STORAGE OCCUPANT

(This form must be completed, signed and received by The Fichter Law Firm with payment before legal work can commence.)

FROM (name of the legal entity which owns the self-storage business - NOT the dba used by the facility):

_____ (hereinafter "Self-Storage Company"), a legal entity of the following type created and now existing under the laws of the state of _____:

- Sole Proprietorship General Partnership Limited Partnership Trust Corporation
 Limited Liability Company Other (specify: _____). . . .

doing business as (*fictitious name(s) used by the facility - this IS the "dba" under which the facility operates*):
" _____ " at the following location (facility's full address):

Check here if this Direction Letter is not being signed directly by any officer or employee of the legal Owner of the self-storage business but rather, instead, by an officer or employee of a separate legal entity which has been retained by the Owner, as its Agent (hereinafter "Agent"), to manage/operate the self-storage business for the Owner, and provide the following information/documentation:

The name of the Agent legal entity hired by the Owner to manage/operate the self-storage business:

This box must be checked to confirm that the above-named Agent has been given legal authority by the Owner to legally bind the Owner to this Direction Letter.

Provide a photocopy of the agreement or other document by which the Owner has hired the above-named Agent to manage/operate the self-storage business.

In such above circumstance both the Legal Owner of the self-storage business and the Agent are both jointly, and equally, responsible for performance of the terms, conditions and promises in this Direction Letter.

TO: The Law Office of Vin A. Fichter
31351 Via Colinas, Suite 201
Westlake Village, CA 91362-4574

Tel: (818) 710-8873
Fax: (818) 206-5344

Toll Free: (866) 575-9153
E-mail: fichlaw@earthlink.net

Self-Storage Company, and Agent if any, jointly request that you prepare and file, in the appropriate court, a civil Complaint against the following named Occupant to obtain a judgment (i) for money, (ii) foreclosing Owner's statutory self-service storage lien against the contents of the storage unit, and (iii) authorizing Owner to sell the contents, all pursuant to the *California Self-Service Storage Facility Act*, based on the following information and documentation, as checked off in the boxes on the following pages of this Direction Letter.

(Please complete a separate Direction Letter for each separate storage unit, but only one page 4):

Occupant's Name (state all names used): _____

Occupant's Last-Known Mailing Address: _____

Storage Unit No. (complete a separate Direction Letter for each additional unit):..... _____

Exact dates (beginning and ending) for which rent is not yet paid: _____ thru _____

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Total amount of rent now due and unpaid (for each rental rate increase included within this figure, state the amount of the new rate and the date the increase went into effect : _____): \$ _____

Total amount of late charges now due and unpaid: \$ _____

Other charges and fees now due and unpaid (please itemize):

- Preparation and postage for mailing Preliminary Lien Notice to Occupant & alternate. \$ _____
 - Preparation and postage for mailing Notice of Lien Sale to Occupant & alternate. . . . \$ _____
 - Property insurance premiums. \$ _____
 - Cutting Occupant's lock and/or installing Company over-lock (See Endnote # 1, p. 6). . \$ _____
 - Inventorying contents of storage unit, including taking photos. \$ _____
 - Total other charges/fees (itemize in detail on back of this page) \$ _____
- TOTAL AMOUNT NOW DUE FROM OCCUPANT.** \$ _____

Preliminary Lien Notice was mailed to OCCUPANT by:

Certified Mail [OR] Regular US Mail with Certificate of Mailing obtained:
Date Mailed: _____ To Address: _____

Preliminary Lien Notice was mailed to "ALTERNATE" (additional) address by:

Certified Mail [OR] Regular US Mail with Certificate of Mailing obtained:
Date Mailed: _____ To Name & Address: _____

Notice of Lien Sale & blank Declaration In Opposition To Lien Sale were mailed to OCCUPANT by:

Certified Mail [OR] Regular US Mail with Certificate of Mailing obtained:
Date Mailed: _____ To Address: _____

Notice of Lien Sale" & blank Declaration In Opposition were mailed to "ALTERNATE" address by:

Certified Mail [OR] Regular US Mail with Certificate of Mailing obtained:
Date Mailed: _____ To Name & Address: _____

Date storage unit was over-locked with Company lock. _____

Date signed Declaration In Opposition To Lien Sale was received back from Occupant. . . . _____

The contents of the storage unit have been . . . kept in the unit rented [OR] moved to another place.

Last-known mailing address change was provided by Occupant by a written notice [OR] oral notice.

We enclose **three clean true photocopies** (or scans, by email) of each of the following documents:

- [DO NOT send us copies that are not complete and completely readable.**
- DO NOT photocopy or scan the PLN or the NLS with the Certified Mail Receipt or Certificate of Mailing overlaid on top of the document.**
- DO NOT send us any original documents - retain them for later use in the event they are needed.**
- DO NOT send us copies of the entire occupant's account file. We need *only* the following documents.]**

(Place a “✓” in the box next to each item enclosed. The Fichter Law Firm needs all that you have.)

- Rental Agreement**, and all Addenda to, and modifications of, the Rental Agreement.
- Preliminary Lien Notice mailed to the Occupant.**
- Preliminary Lien Notice mailed to the Alternate.**
- Notice of Lien Sale** and blank **Declaration In Opposition To Lien Sale mailed to the Occupant.**
- Notice of Lien Sale** and blank **Declaration In Opposition To Lien Sale** mailed to the **Alternate** (additional) person/address.
- If mailed First Class Regular U.S. Mail, non-certified, a copy of the **Certificate of Mailing** for the PLN and for the NLS mailed to the Occupant and to the Alternate (if any).
- If mailed Certified, a copy of the **Certified Mail Receipt** (green & white PS Form 3800), for the PLN and for the NLS mailed to the Occupant and to the Alternate (if any).
- Declaration In Opposition To Lien Sale**, signed by, and received from, the Occupant.

We also enclose **one clean photocopy** of each of the following documents:

- Ledger**, or account record, dated from just before the delinquency of Occupant started, and showing (a) all transactions on the account and (b) each rental rate increase made and included in the arrearage.
- Other Notices** sent to Occupant after the Rental Agreement was made notifying Occupant of rental rate adjustments, storage unit changes, late fee adjustments, or other changes in the terms of the tenancy.
- Change of address** notices, received from Occupant.
- If available: The Occupant’s drivers license passport other picture identification.
- A photocopy (need not be certified) of the following documentation, depending on the type of legal entity, proving the Facility Owner’s formation as a legal entity (*if not previously provided to Law Firm*):
 - California General Partnership: **General Partnership Agreement.**
 - California Corporation: **Articles of Incorporation.**
 - California Limited Partnership: **Certificate of Limited Partnership.**
 - California Limited Liability Company or Partnership: **Articles of Organization.**
 - California Trust: **Trust Agreement.**
- Non-California entity:** If the Facility's Owner is a legal entity created under the laws of a state other than California, provide a photocopy of official written evidence, issued by that state, of its creation.

(**Note:** *If the Facility Owner is a Corporation, Limited Partnership, or Limited Liability Company created in California, we can obtain such information from the website of the California Secretary of State. If created in another state, tell us in which state the entity was created: _____*).

- The Facility Owner’s current **Fictitious Business Name Statement**, filed within the past 5 years in the office of the County Clerk of the county in which the self-storage facility operates (*provide if not previously provided to Fichter Law Firm*). (See Endnote # 2, p. 6).
- Additional information and documentation the Fichter Law Firm should know are described on the

back of this form (*Examples: Has a Small Claims Court Judgment already been obtained against the Occupant? Was any legal notice re-sent to the Occupant after he/she sent back the signed Declaration In Opposition to Lien Sale? Has the Occupant died? Please send documentation of such events.*):

TERMS, AND ADVANCE PAYMENT

(If more than one unit are involved, you need complete only one page of this section for all units.)

We enclose the following checks for the amounts indicated to obtain an “uncontested” judgment against the Occupant, **by default**, for money and foreclosure of our lien against the contents of the storage unit(s):

A. **First check:** \$ _____ payable to “Law Office of Vin A. Fichter”, calculated as follows:

<i>(See Endnote #³, pg. 6)</i>	<u>Consultation Plan Enrollee</u>	[OR]	<u>Non-Plan</u>
First storage unit included in the civil complaint.	\$ 472.50	[OR]	\$ 525.00
Add: Postage/photocopying - 1st storage unit in the civil complaint. . .	15.75		15.75
Added fees per Endnote # ⁴ p. 6 (<i>itemize on reverse side this page</i>). . .	_____		_____
Total First Check (enclosed).	\$ _____		\$ _____

(For cases filed in the Orange County Superior Court, see Special Note #5 on page 6 below.)

B. **Second check (enclosed)**, payable to “Clerk, Superior Court”, for filing the Civil Complaint. [Note: Starting 10/25/2010, if the Complaint seeks \$10,000 or less, the filing fee is \$225 in all counties **except** Riverside (\$255) & San Bernardino (\$240)]. (See Endnote #⁵, p. 6 for details.). \$ _____

C. **Third check: \$37.00 (enclosed, if applicable)**, payable to “Lien On Us”: **enter amount to the right only** if the unit contains a motor vehicle, boat, trailer or aircraft registered with the California DMV or the DMV of another state (*See Endnote #⁶, p. 7*) \$ _____

If the storage unit does contain a motor vehicle, boat, trailer or aircraft, does the unit also contain any other types of items? Yes No

If the lawsuit becomes “contested” (see Endnote #⁷, p. 7) by Occupant in any way, Self-Storage Company agrees to pay the Fichter Law Firm, within 14 days of invoicing, attorneys fees on an hourly basis, at its prevailing rates, and all costs, expenses, and other client charges incurred and/or invoiced by the Fichter Law Firm, and, upon request by the Fichter Law Firm, to promptly provide a deposit for such costs, expenses and client charges. Self Storage Company agrees to pay a daily service charge at the rate of 12% per annum applicable to any amount remaining unpaid after 14 days from invoicing.

Indemnification: Self-Storage Company and Agent, if any, “Indemnitors”, hereby jointly and severally agree to indemnify, defend and hold harmless Vin A. Fichter, Esq., the Law Office of Vin A. Fichter, and all owners, employees, agents and representatives thereof, as the “Indemnitees”, from and against any claims or

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causes of action instituted in any court against them, or any of them, by any Occupant or any other occupant of the Premises, arising as a result or consequence of Indemnitees having instituted any legal action or other proceedings against the Occupant and/or any other occupant of the Premises pursuant to this Authorization, or any acts taken, or omissions as occurred, therein. This indemnity includes the joint and several duties to hire and pay for legal counsel to defend Indemnitees and to pay all costs and expenses of whatever manner or amount incurred by Indemnitees in connection therewith. The Fichter Law Firm does not retain professional responsibility insurance for such a matter.

Please mail or e-mail the Complaint to the following person for review and signing (verification):

_____ Name _____ Title/Position _____ E-mail Address
(Company Name & Mailing Address): _____

_____ Initial here if person is an Officer or Employee of the legal Owner of the Storage Facility Business.

_____ Initial here if person is an Officer or Employee of the Agent hired by Owner to manage the Facility.

Please provide periodic reports, by e-mail, of the progress of the case to each of the following persons:

<u>Name</u>	<u>Title/Position</u>	<u>E-mail Address</u>
_____	_____	_____ @ _____
_____	_____	_____ @ _____
_____	_____	_____ @ _____

Date Signed: _____ By: (Signature): _____

(Title/Position): _____ (Type/Print Name): _____

_____ Initial here if signer is an Officer or Employee of the legal Owner of the Storage Facility.

_____ Initial here if signer is an Officer or Employee of the Agent hired by Owner to manage the Facility.

Office Phone: () - Office Fax.: () - Cell Phone: () -

(PLEASE READ THE NOTES ON THE FOLLOWING PAGE)

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1. **Warning:** Entry into the delinquent Occupant’s unit cannot be made, or access denied, or the Occupant’s lock cut off, simply because the Occupant’s account is delinquent. These steps cannot legally be taken unless, and until, the statutory lien “attaches” to the contents of the unit, and that does not occur until after the expiration of the time period stated in the Preliminary Lien Notice for the Occupant to pay off the arrearage in full, which notice must give the Occupant, at the very least, 13 full calendar days to pay off the arrearage following the date the PLN was mailed to the Occupant (and to the “Alternate” person, if the Occupant has specified any), PLUS AN ADDITIONAL 14 DAYS due to the modification to the Self-Storage Act effective Jan. 1, 2011. In other words, due to that change in the law, in our professional opinion the NLS cannot legally be mailed to the Occupant or the Alternate until, at the earliest, the 29th day following the date on which the PLN was **mailed** to the Occupant and to the Alternate. This time frame could be longer depending on the wording of the PLN.

2. California law prohibits any entity from filing or defending any civil action under a fictitious name unless a *Fictitious Business Name Statement* for that name has been filed with the County Clerk in the county in which the name is used within the past 5 years.

3. If owner/operator/management company is enrolled in our **Yearly Self-Storage Legal Consultation Plan**, all attorney fees (but not other charges) are reduced by 10%. The quoted flat-fee is subject to the following conditions:

a. It assumes no hearing is required to obtain default judgment. If any hearing is required by the court (so far, none has ever been required) an additional fee of \$550.00 will be charged (less 10% if enrolled in the Consultation Plan), in advance;

b. The ability of the Fichter Law Firm to maintain the low flat-fee for out legal services for filing, and pursuing to a default judgment, a self-storage lien-foreclosure lawsuit against an occupant is predicated on the self-storage Facility providing all the information and documentation requested in the Direction Letter so this Law Firm can proceed with the matter without the expenditure of additional time and effort by the Firm. In the event additional, unexpected time and effort must be expended by the Firm to obtain information and documentation not initially provided by the Facility along with the Direction Letter, or because the instructions in the Direction Letter are not followed by the Facility, the Fichter Law Firm RESERVES THE RIGHT to charge for such additional time and efforts at our standard hourly rates, or a flat minimum charge of one hour of Mr. Fichter’s time, \$295 (10% less for Client’s enrolled in the Law Firm’s Yearly Self-Storage Legal Consultation Plan) for our review and analysis of such documentation, providing legal opinions, advice and recommendations, and communications back and forth prior to finalization of the documentation needed to then proceed with the civil case under the flat-fee arrangement.

4. **Add the following charges, if applicable (deduct 10% if enrolled in the Consultation Plan):**

- a. Additional attorney fee for **each** additional unit rented by Occupant under **a separate** Rental Agreement. \$ 315.00
- b. Additional attorney fee for **first** motor vehicle (incl. motorcycle or ATV), boat, trailer, or aircraft stored in the unit. \$ 295.00
- c. Additional attorney fee for **each** additional motor vehicle, boat, trailer, or aircraft stored in the unit. \$ 150.00
- d. (No deduction for Consultation Plan): **Additional charge** - extra postage & photocopying for each additional storage unit included in the same civil complaint. \$ 10.75
- e. (No deduction for Consultation Plan): **Additional charge** - extra postage & photocopying for each motor vehicle, boat, trailer, or aircraft stored in the subject storage unit and included in the same civil complaint. \$ 15.75

5. The Court’s civil complaint filing fees, statewide, are broken down as follows (effective June 27, 2012):

- a. Any civil complaint seeking a money judgment of **\$10,000, or less**. **\$225.00**
[Exceptions: counties of Riverside (\$255) and San Bernardino (\$240)].
- b. Any civil complaint seeking a money judgment of **more than \$10,000 up to, and including, \$25,000**. **\$370.00**
[Exceptions: counties of Riverside (\$395) and San Bernardino (\$380)].
- c. Any civil complaint seeking a money judgment of **more than \$25,000**. **\$435.00**
[Exceptions: counties of Riverside (\$450) and San Francisco (\$450)].

Special Note re Orange County Superior Court cases: Commencing Jan. 1, 2013, the Orange County Superior Court no longer accepts for filing any physical papers in civil cases. Instead, all papers in civil cases must be filed electronically and the court charges a small fee for that. Ordinarily, in lien-foreclosure cases we file at least eight documents with the court. Additionally, the attorney service company we use to file such documents, ALSSI, presently charges \$9 for each group of documents filed together electronically, and we will have to pass such cost on to the Client. Also, filing electronically is more work on the part of the Fichter Law Firm, so we will charge an additional fee of \$15 for each group of documents filed together electronically. All such charges will

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be billed to the Client separately, and additionally, after they have been assessed to the relevant Occupant case account.

6. If any motor vehicle (including motorcycle, motor scooter, or ATV), boat, trailer, or aircraft is stored in any unit, you will need to hire an independent contractor (we recommend “Lien On Us”) to provide necessary services to comply with California Law, such as obtaining the names and addresses of the registered and legal owner(s), applying to the DMV for authorization to sell the item, follow-up work. Its fee is paid in two steps, \$37.00 for the first step, and an additional \$37.00 for the second step which is necessary only if the DMV authorizes the lien sale of the item. We will notify you of the second step, if it comes to pass. You may, of course, use any other provider of such lien services as you may choose.

7. “Contested” means where any defendant does any of the following: (i) contests service of Summons, (ii) attacks the Complaint itself by Answer, Demurrer or Motion to Strike, (iii) attacks or contests entry of default or any judgment entered against the defendant, (iv) files, or claims to have filed, any bankruptcy petition, or (v) otherwise contests or causes the action to be abated, thereby causing the Fichter Law Firm to perform services beyond what would be required to obtain a simple judgment by “default”.