

**DIRECTION TO FIGHTER LAW FIRM TO COMMENCE UNLAWFUL  
DETAINER LAWSUIT AGAINST SELF-STORAGE TENANT  
FOLLOWING TENANT'S FAILURE TO VACATE AFTER BEING  
SERVED WITH NOTICE OF TERMINATION OF TENANCY**

*(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):

**Tenant's Name (from Lease or other Agreement):** \_\_\_\_\_

**Number or other identification of rented storage space (unit):** \_\_\_\_\_

**Latest information provided by Tenant(s) to Landlord: (Mailing add.):** \_\_\_\_\_  
(Tel. No.): \_\_\_\_\_ (E-mail): \_\_\_\_\_

**Please provide the following information:**

Day of month rental payments are due... \_\_\_\_\_

Date through which rent has been paid by Tenant... \_\_\_\_\_

Please explain any defenses you believe the Tenant may assert to eviction: \_\_\_\_\_

**PREMISES OPERATED/MANAGED BY SOMEONE OTHER THAN THE OWNER?**

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

The name and address of the Agent (individual or legal entity) hired by Landlord to manage/operate the rented Premises: \_\_\_\_\_.

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

Provide a photocopy of the agreement or other document by which Landlord has hired the above-named Agent to manage/operate the rented Premises.





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In such above circumstance both Landlord and Agent are jointly and severally responsible for performance of the terms, conditions and promises in this Direction Letter.








**TO:** The Law Office of Vin A. Fichter                      Tel: (818) 710-8873                      Toll Free: (866) 575-9153  
31351 Via Colinas, Suite 201                      Fax: (818) 206-5344                      E-mail: [fichlaw@earthlink.net](mailto:fichlaw@earthlink.net)  
Westlake Village, CA 91362-4574

Landlord and Agent, if any, jointly request that you prepare and file in the appropriate court a civil Complaint against the foregoing Tenant(s) to obtain a judgment for Unlawful Retainer (eviction & recovery of possession of the Space, and for money), based on the information and documentation provided to the Law Firm, as checked off in the boxes on the following pages. *(Please complete a separate Direction Letter for each separate rented Space (Unit).)*

We enclose **three clean photocopies** of each of the following documents for use in preparation of the above-mentioned Notice and/or the Unlawful Detainer Complaint against the Tenant(s):  
**[DO NOT SEND US COPIES THAT ARE NOT COMPLETELY READABLE. DO NOT photocopy any papers with other items overlaid on top of the document obscuring the text., DO NOT send any original documents - keep them for later use in the event they are needed. DO NOT send us copies of the entire Tenant(s) account file. We need only the following documents.]:**  
*(Place an "X" or "✓" in the box next to each item enclosed. The Fichter Law Firm needs all you have.)*

-  Lease or other Rental Agreement, and all Addenda thereto, and modifications thereof.
-  Notice To Vacate (Quit) *(if prepared and served on Tenant by Landlord or Landlord's agent)*.
-  Correspondence between the Landlord and the Tenant, their employees, attorneys, *etc.* relating to the tenancy, reasons for Tenant's refusal to vacate, possible defenses which Tenant may assert, *etc.*
-  If Tenant is a legal entity (not an individual), all documentation obtained from the Tenant reflecting the legal creation and existence of that legal entity (issued by the office of the Secretary of State, Department of Corporations, *etc.*).

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

-  Ledger or account record reflecting current rental rate and date through which tenant has paid rent.
-  If available: Tenant's  driver's license  passport  other picture identification: \_\_\_\_\_
-  The following documentation proving the Landlord's formation as a legal entity *(if not previously provided to Fichter Law Firm)*:
  -  General Partnership Agreement - if Landlord is a General Partnership.
  -  Trust Agreement - if Landlord is a Trust.
  -  If Landlord is a Corporation, Limited Partnership, Limited Liability Company, or other legal entity established in any state within the United States, provide a copy of the Certificate or other official written evidence, issued by that state, proving its creation.
-  Landlord'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 real property is located (*if not previously provided to the Fichter Law Firm*). (See Endnote #<sup>1</sup>, page 6)

- Additional information and documentation the Fichter Law Firm should know are described on the back of this form (*Examples: Has any Court Judgment already been obtained against any Tenant for this arrearage or part of it? Has any legal notice already been sent to, or served on, any Tenant regarding this arrearage? Has any Tenant died or filed for Bankruptcy? Please send documentation.*)

*(Note: If the Owner of the rented Premises 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: \_\_\_\_\_).*

**TERMS, AND ADVANCE PAYMENT**

We enclose the following \_\_\_\_\_ checks for the Fichter Law Firm to obtain an “uncontested” judgment of “Unlawful Detainer” for recovery of possession of the rented Space (Unit), and for money, against the Tenant, **by default (i.e. uncontested)**, itemized as follows:

- a. First Check:** \$ \_\_\_\_\_, payable to “**Law Office of Vin A. Fichter**”, calculated as follows:  
 (See Endnote #<sup>2</sup>, page 6)
- |  | <u>Consultation Plan Enrollee</u> | <b>OR</b> | <u>Non-Plan</u> |
|--|-----------------------------------|-----------|-----------------|
| Preparation & filing of UD complaint through a “default” judgment:                       |                                   |           |                 |
| ● First storage unit included in the civil complaint .....                               | \$ 765.00                         | <b>OR</b> | \$ 850.00       |
| ● Add: Postage and photocopying .....  | \$ 25.75                          |           | \$ 25.75        |
| ● Added fees/costs per Endnote # <sup>3</sup> (itemize on reverse side of page) \$ _____ |                                   |           | \$ _____        |
| <b>Total First Check (enclosed).</b> .....   | <b>\$ _____</b>                   |           | <b>\$ _____</b> |

- b. Second check (enclosed):** \$ \_\_\_\_\_, payable to “**Law Office of Vin A. Fichter, In Trust**”:  
*Estimated cost for service of “Notice” & UD Complaint by outside company (see Endnote #<sup>4</sup>).* \$ 100.00

- c. Third check (enclosed):** \$ \_\_\_\_\_, payable to “**Clerk, Superior Court**”, for the Court’s UD Complaint filing fee [*Note: If the Complaint seeks \$10,000 or less, the filing fee is \$240 in all counties except Riverside (\$270) & San Bernardino (\$255)*]. See Endnote #<sup>5</sup> below for other higher amounts. .... \$ \_\_\_\_\_

If the lawsuit becomes “contested” (see Endnote #<sup>6</sup>, p. 5) by any Tenant in any way, Landlord and Agent, if any, jointly and severally agree 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. Landlord and Agent if any, jointly and severally agree to pay a daily service charge at the rate of 12% per annum applicable to any amount remaining unpaid after 14 days from invoicing. Also, if Landlord or Agent requests the Fichter Law Firm to initially seek only a judgment for possession of the Space (Unit), and thereafter a separate judgment, or amended judgment for money owed by the Tenant, an additional legal fee will be charged, also on an hourly basis, for applying for, and obtaining, such a second judgment or amended judgment.

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**Indemnification:** Landlord 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 causes of action instituted in any court against them, or any of them, by any Tenant 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 Tenant 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):

<i>Name</i>	<i>Title/Position</i>	<i>E-mail Address</i>
<i>(Company Name &amp; Mailing Address):</i>		

\_\_\_\_\_ 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. California law prohibits any entity from bringing, or defending, any civil action in a fictitious name unless a *Fictitious Business Name Statement* for that fictitious name, filed within the past 5 years, is on file with the office of the County Clerk.
2. If owner/operator/management company is enrolled in the Fichter Law Firm's **Yearly Self-Storage Legal Consultation Plan**, all attorney fees (but not other costs & expenses) 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 an additional fee of \$550.00 will be charged (less 10% if enrolled in the Consultation Plan), in advance. Fee is fully payable in advance and deemed all earned when paid.
  - 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.
3. Add \$325.00 legal fee plus \$10.75 for postage & photocopying for each added storage unit in a separate Rental Agreement, to be included in the same unlawful detainer lawsuit.
4. The legal Notice must be served on the Tenant as must the UD Summons and Complaint. We use an independent contractor to serve such Papers. You will be billed in the event the actual cost exceeds \$100, refunded if less.
5. The Court's Unlawful Detainer complaint filing fees, statewide, are broken down as follows (effective June 27, 2012):
  - a. Any UD complaint seeking a money judgment of **\$10,000, or less**. . . . . **\$240.00**  
[**Exceptions:** counties of Riverside (\$270) and San Bernardino (\$255)].
  - b. Any UD complaint seeking a money judgment of **more than \$10,000 up to, and including, \$25,000**. . . . . **\$385.00**  
[**Exceptions:** counties of Riverside (\$410) and San Bernardino (\$395)].
  - c. Any UD 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 UD cases we file at least eight documents with the court leading up to a judgment by default. Additionally, the company used to file such documents presently charges a small fee (generally \$9 to \$10) 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 be billed to the Client separately, and additionally, after they have been assessed to the relevant Occupant case account.

6. "Contested" means where any defendant contests service of Summons, attacks the Complaint itself by Answer, Demurrer or Motion to Strike, or attacks or contests entry of default or any judgment entered against the defendant, or files, or claims to have filed, any bankruptcy petition, or 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".