

The Law Firm of
Law Office of Rikisha D Thomas

Collecting On Your Eviction Judgments

There is no reason to let your evicted tenant get away owing you money. As your attorney, not only will we strive to get your tenant evicted quickly, but in addition, we will hound your tenant until the debt is completely paid.

Our collection services use the best and newest techniques in finding assets. We will continue to monitor your tenant's records until assets are located.

There are no fees charged unless we collect from your tenant.

To initiate our service, just sign the enclosed collection agreement and complete the Tenant Information Form and return it to our office:

Law Office of Rikisha D Thomas

1725 Beverly Blvd, Suite 101

Los Angeles, CA 90026

Phone: (213) 858-2106

evicttenantsla.com

EVICT TENANTS LA

COLLECTION AGREEMENT

Agreement between _____ (hereinafter referred to as "Creditor") and **Law Office of Rikisha D Thomas** (hereinafter referred to as "THOMAS"). All accounts turned over to THOMAS by Creditor are assigned for purposes of collection under the following provisions.

1. **COMMISSION:** THOMAS shall retain a 50% commission, contingent upon collection, on any amount of the debt collected. THOMAS shall retain its commission whether the sums are collected from the original debtor or from a third party, including, but not limited to insurance carriers, guarantors, and co-signers, and whether received by Creditor directly or by THOMAS. Creditor acknowledges that if they receive any payment directly from Debtor they must immediately notify THOMAS, and THOMAS is entitled to retain a 50% commission plus any costs incurred. THOMAS is also entitled to all interest collected after the collection of the original stated judgment amount. THOMAS is not required to renew any judgment.
2. **THOMAS'S OBLIGATIONS:** THOMAS will service all accounts professionally and promptly, using those ethical and legal methods it deems reasonable. THOMAS will comply with all local, state, and federal laws and regulations. In no event shall THOMAS pursue collection in an unreasonable, aggressive, or improper manner.
3. **CREDITOR'S OBLIGATIONS:** Upon assignment of a debt, Creditor will terminate ALL communication of every kind with Debtor. Creditor shall immediately forward to THOMAS any and all communications from Debtor and their representatives, including, but not limited to, payments, letters, settlement offers, bankruptcy notices, threats, disputes, and counterclaims. Creditor shall also immediately notify THOMAS of any phone calls from Debtor. If Creditor fails to terminate communication with Debtor and/or fails to notify THOMAS of communications from Debtor, including failure to forward documents, Creditor shall be obligated to reimburse THOMAS for all expenses incurred as a result of that failure to comply. Additionally, if Creditor chooses to terminate this collection agreement, Creditor shall be liable to THOMAS for 50% of the judgment amount, including accrued interest and costs incurred, payable to THOMAS forthwith upon termination.
4. **WARRANTIES:** Creditor warrants that it has full title to all debts assigned and that all debts assigned are valid and legal debts. If Creditor has any questions regarding title or validity of the debt, Creditor should consult legal counsel before assigning the debt.
5. **DEBTOR PAYMENTS:** Creditor authorizes THOMAS to endorse into THOMAS's trust account negotiable instruments payable to the order of Creditor and received toward payment of an assigned debt. Any payment received by Creditor directly as payment on an assigned debt shall immediately be forwarded to THOMAS for accounting. (A photocopy of the original instrument should be retained by Creditor.)
6. **ADVANCED COSTS:** THOMAS will advance normal fees and costs necessary at its discretion. THOMAS will be reimbursed for advanced costs and attorney services rendered from Creditor's account if and only if monies are collected towards payment of

the debt. If any motion needs to be prepared or a court appearance is required, a fee of \$350 per item will be deducted first from any sums collected.

7. **ATTORNEYS' FEES:** In any action or proceeding arising out of or related to the collection of any debt assigned pursuant to this agreement, the prevailing party shall be entitled to its reasonable costs and attorneys' fees in addition to any other relief to which it may be entitled.
8. **SEVERABILITY:** If any provision of this agreement is deemed to be invalid or unenforceable, all other provisions remain valid and enforceable.
9. **WAIVERS:** Waiver by THOMAS of any of its rights under this agreement shall not be construed as a consent to, or a waiver of, any subsequent breach of this agreement.
10. **JURISDICTION:** This agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California, and any other action or proceeding arising out of or related to the collection of any debt assigned pursuant to this agreement shall take place within the State of California.
11. **ENTIRE AGREEMENT:** The parties hereto agree that no promise, inducement, understanding, representation, or agreement not set forth in this agreement has been made between or among the parties, and that this agreement completely expresses and embodies the entire agreement between THOMAS and Creditor. This agreement may be modified only by writing signed by each of the parties hereto.

Date: _____

Property Address: _____

Creditor: _____

Authorized Signature: _____

Defendant Information Sheet

Please List Your Tenant's Information.

If there are more than one tenant, please make additional copies.

(Put as much information as you have!)

Tenant Name _____ Date of Birth _____

Mother's Maiden Name _____

APPROXIMATE AGE _____

Tenant Social Security _____ Driver's License # _____

Tenant Current Residence _____

Tenant Current Work (Name of Company/Address/Phone

Tenant Banking Information (Name of Bank, Address, Account Numbers)

PLEASE SUPPLY COPIES OF ANY 1. CHECKS 2. DRIVER'S LICENSE 3. APPLICATION
AND LEASE You will receive an acknowledgement in approximately one week.