

The Law Firm of  
**DENNIS P. BLOCK & ASSOCIATES**



## 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 used 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

Dennis P. Block and Associates  
5437 Laurel Canyon Blvd., 2<sup>nd</sup> Floor  
Valley Village, CA 91607

Phone 800 77 EVICT (38428) Fax 323 938-2868  
dennis@evict123.com

## COLLECTION AGREEMENT

Agreement between \_\_\_\_\_ (hereinafter referred to as "Creditor") and Dennis P. Block and Associates (hereinafter referred to as BLOCK). All accounts turned over to BLOCK by Creditor are assigned for purposes of collection under the following provisions.

1. COMMISSION: BLOCK shall retain a 50% commission, contingent upon collection, on any amount of the debt collected. BLOCK 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 BLOCK. Creditor acknowledges that if they receive any payment directly from Debtor they must immediately notify BLOCK and BLOCK is entitled to retain a 50% commission plus any costs incurred. BLOCK is also entitled to all interest collected after collection of the original stated judgment amount. BLOCK is not required to renew any judgment.

2. BLOCK'S OBLIGATIONS: BLOCK will service all accounts professionally and promptly, using those ethical and legal methods it deems reasonable. BLOCK will comply with all local, state and federal laws and regulations. In no event shall BLOCK 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 BLOCK any and all communications from debtor and his/her representatives, including, but not limited to, payments, letters, settlement offer, bankruptcy notices, threats, disputes and counter claims. Creditor shall also immediately notify BLOCK of any phone calls from debtor. In the event Creditor fails to terminate communication with debtor and/or fails to notify BLOCK of communications from debtor, including the failure to forward documents. Creditor shall be obligated to reimburse BLOCK for all expenses incurred as a result of that failure to comply. In addition, if Creditor chooses to terminate this collection agreement, Creditor shall be liable to BLOCK for 50% of the judgment amount to be payable to BLOCK 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 question regarding title or validity of the debt. Creditor should consult legal counsel before assigning the debt.

5. DEBTOR PAYMENTS: Creditor authorizes BLOCK to endorse into BLOCK'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 BLOCK for accounting. (A photocopy of the original instrument should be retained by Creditor.)

6. **ADVANCED COSTS:** BLOCK will advance normal fees and costs necessary in its discretion, BLOCK will be reimbursed for advanced costs 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, a fee of \$350 per item will be deducted first from any sums collected.

7. **REMITTANCE:** On or about the fifteenth day of each month, BLOCK will remit to Creditor all net proceeds due with an accounting of collection results for the previous calendar month. In the event, that the accounting shows a balance due BLOCK from Creditor or Creditor shall pay said balance to BLOCK within 15 days.

8. **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.

9. **SEVERABILITY:** If any provision of this agreement is deemed to be invalid or unenforceable, all other provisions remain valid and enforceable.

10. **WAIVERS:** Waiver by BLOCK 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.

11. **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.

12. **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 has been made between or among the parties, and this agreement completely expresses and embodies the entire agreement between BLOCK and Creditor. This agreement may be modified only by writing signed by each of the parties hereto.

Date: \_\_\_\_\_

Creditor \_\_\_\_\_ Authorized Signature: XX \_\_\_\_\_  
Print Name or Company

Block XX \_\_\_\_\_  
Authorized Signature

# Defendant Information Sheet

Please List Your Tenant's Information.

If 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.