

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address) TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		FOR COURT USE ONLY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF MENDOCINO			
<input type="checkbox"/> UKIAH Courthouse 100 North State Street Ukiah, CA 95482		<input type="checkbox"/> TEN MILE Branch Court 700 South Franklin Street Fort Bragg, CA 95437	
PETITIONER/PLAINTIFF: VS: RESPONDENT/DEFENDANT:		CASE NUMBER:	
STIPULATION FOR ENTRY OF JUDGMENT (UNLAWFUL DETAINER)		HEARING DATE:	
		HEARING TIME:	
		DEPARTMENT:	

This agreement, which is not a judgment, shall be filed, but no judgment shall be entered until and unless defendant(s) default on any term of this agreement. If defendant(s) perform all of the obligations of this agreement, plaintiff(s) shall file a *Request for Dismissal* (of the entire action) not later than three weeks from its satisfactory conclusion, whichever occurs last. If defendant(s) default, plaintiff(s) shall have judgment entered as set forth herein, upon **noticed ex parte application** to the court setting forth the default of the defendant(s). This matter is set for review on _____ at _____ ☐ am / ☐ pm. If parties do not appear at the review hearing and the plaintiff(s) have not filed a *Request for Dismissal*, the court will dismiss the case without prejudice.

- ☐ 1. Defendant(s) shall surrender possession of the subject premises to plaintiff(s) on or before _____.
- ☐ 2. Defendant(s) shall pay to plaintiff(s), the amount of \$ _____ in rent, on or before _____.
- ☐ 3. All parties shall bear their own attorney's fees and all costs.
- ☐ 4. Defendant(s) shall pay to plaintiff(s)' attorney's fees of \$ _____ and costs of \$ _____.
- ☐ 5. Plaintiff(s) waives all rent and rental damages due from defendant(s) through _____.
- ☐ 6. Defendant's security deposit shall be handled as follows:
 - ☐ Plaintiff shall be awarded the security deposit of \$ _____ to cover rent in the amount of \$ _____ for the period _____.
 - ☐ Plaintiff shall return the security deposit to Defendant by _____.
 - ☐ In accordance with the requirements of Civil Code section 1950.5, plaintiff will mail an itemized statement along with any unused portion of deposit to defendant within 3 weeks after the defendant vacates the premises.
- ☐ 7. Rent and rental damages shall be prorated to and not accrue beyond actual surrender date of premises.

☐ 8. _____

If defendant(s) defaults as to any terms of this Settlement Agreement, judgment shall enter and include the following:

- ☐ 9. Immediate forfeiture of the subject Rental Agreement.
- ☐ 10. Plaintiff(s) shall have immediate possession of the subject premises upon noticed ex parte application for judgment after default (Noticed Motion Requesting Entry of Judgment Pursuant to Default and Supporting Declaration form to be obtained at the court clerk's counter) as stated herein.
- ☐ 11. Plaintiff(s) agrees that notice of ex parte application of judgment after default shall be given 24 hours prior to filing. Notice to Defendant(s) shall be given verbally by telephone, in person or by leaving a message at the telephone number(s) provided by Defendant(s) and, only if Defendant(s) are not available by telephone, or there is no message device or person available to receive a message, then notice will be given by mail to the address(es) provided by Defendant(s).
Defendant(s) phone numbers are: _____ (h) _____ (w) _____ (cell).
Defendant(s) agrees that it shall be Defendant(s) affirmative duty to keep Plaintiff informed as to Defendant(s) changes in addresses and telephone numbers and that failure to do so may result in unanticipated, serious and negative legal and economic consequences to Defendant(s).
- ☐ 12. Judgment amounts shall enter, as set forth by application and judgment, for unpaid rent and rental damages owed to Plaintiff(s).
- ☐ 13. Judgment shall include the herein agreed upon costs of \$_____ and attorney's fees of \$_____.
- ☐ 14. Plaintiff(s) may apply the Security Deposit toward and/all Judgment amounts.
- ☐ 15. Judgment shall enter for those amounts still due from those amounts set forth in the within Settlement Agreement.
- ☐ 16. A Prejudgment Claim of Right to Possession was served and filed with the Court. The Judgment shall include same.

DATED: _____

Plaintiff(s)

Defendant(s)