

Clerk stamps date here when form is filed.

Instructions

- This form is for use only in an **eviction (unlawful detainer) case**.
- This form may be used if the parties agree to resolve the case before trial.
- Agreeing to resolve the case before trial is voluntary. If the parties do not reach an agreement, the case will go to trial and a judge or jury will hear from both sides and decide if the tenant has to move out and pay money (if plaintiff asked for money in the complaint).
- If a party agrees to terms to resolve the case and then does not do everything agreed to, an eviction and lockout may take place, entry of judgment may occur, or a trial may be necessary.

Fill in court name and street address:

Superior Court of California, County of

Court fills in case number when form is filed.

Case Number:

1 The plaintiff (the person or entity asking the court to order defendant to move out) is:

- a. Name: _____
- b. Lawyer (complete if plaintiff has one for this case):
 Name: _____
 State Bar No.: _____ Firm Name: _____
- c. Address (if plaintiff has a lawyer, use the lawyer's information):

 City: _____ State: ____ Zip: _____
 Email Address: _____

Check here if there is more than one plaintiff and attach one sheet of paper or form MC-025 and write "UD-155, Item 1" at the top.

2 The defendant (the tenant being sued for a court order to move out) is:

- a. Name: _____
- b. Lawyer (if defendant has one for this case):
 Name: _____
 State Bar No.: _____ Firm Name: _____
- c. Address (if defendant has a lawyer, use the lawyer's information):

 City: _____ State: ____ Zip: _____
 Email Address: _____

Check here if there is more than one defendant and attach one sheet of paper or form MC-025 and write "UD-155, Item 2" at the top.

3 The property is located at:

- Address: _____

 Apt./Unit No.: _____ City: _____ State: ____ Zip: _____



4 Type of Stipulation

- A **Stipulation and Order** tells the court about the parties’ agreement and makes it part of the court record (no judgment will be entered at this time). A Stipulation and Order can include, but is not required to, a **Conditional Judgment**, which tells the court how to resolve the case if a party does not do everything agreed to in the Stipulation. Once signed by the court, the Stipulation becomes a legally binding order that must be obeyed or else the other party can go back to court and ask for the Stipulation to be enforced.
- A **Stipulated Judgment** is similar except that it ends the case once the court signs the Stipulation. If the Stipulated Judgment is approved, the court will enter a judgment against the defendant immediately. This will have the same effect as though the defendant lost the eviction case at a trial. Plaintiff will be able to ask the sheriff for a lockout. The eviction judgment against the defendant may become public.

Select the type of stipulation you are agreeing to (check a or b):

- a. Stipulation and Order (no entry of judgment at this time) (Check one.)
 without Conditional Judgment (Skip 11.) with Conditional Judgment (Complete 11.)
- b. Stipulated Judgment

5 Purpose of the Stipulation (Check one.)

- a. Defendant will stay in the property with conditions stated in this Stipulation.
- b. Defendant will stay in the property if defendant does everything that the parties agree is necessary to avoid an eviction judgment. (Check one.)
 (1) Everything in this Stipulation is necessary to avoid an eviction judgment.
 (2) Only some terms in this Stipulation may result in an eviction judgment. (Complete item 8i.)
- c. Defendant will move out of (vacate) the property with conditions stated in this Stipulation.
- d. Other (describe any other purpose of the Stipulation): _____

Check here if you need more space. Attach one sheet of paper or form MC-025 and write “UD-155, Item 5” at the top.

6 Defendant agrees to do the following (Check all that defendant agrees to.)

- a. To pay:

Past Due Rent	Damages	Attorney Fees	Court Costs	Total
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(Damages may include an amount based on daily rental value if plaintiff asked for money in the complaint.)

- (1) This amount is all that defendant owes plaintiff as of the date of this Stipulation.
 (2) Defendant has fully paid plaintiff this amount.
- b. To follow a payment plan, making payments as follows:

Amount Due	Date Payment Due	Amount Due	Date Payment Due



6 b. (continued)

Amount Due	Date Payment Due	Amount Due	Date Payment Due

- Check here if you need more space for a payment schedule. Use additional pages as necessary.
 - (1) Payments will be made in addition to regularly due rent payments.
 - (2) All future payments will be applied first to rent due and then to the amounts due under the payment plan.
 - (3) Payments will be made in cash, certified funds, cashier’s check, or money order until (state date of final payment): _____.
 - (4) Payments will be made payable to and delivered to (state name of person or entity and delivery terms): _____

- c. To move out of (vacate) the property no later than 11:59 p.m. on (date): _____
- d. To incorporate and comply with the General Terms agreed to in (10). (Additional terms relating to what both parties are agreeing to do are located in (10).)
- e. Other (describe any other things agreed to by defendant): _____

Check here if you need more space. Attach one sheet of paper or form MC-025 and write “UD-155, Item 6” at the top.

7 If defendant does not do everything that the parties agree is necessary to avoid an eviction judgment (Check all that the parties agree to.)

- a. Defendant agrees that plaintiff can tell the court how defendant has not complied with the Stipulation and ask the court to quickly make the judgment in the eviction case.
 Notice and Hearing: Plaintiff may ask the court for a hearing on a quicker schedule with less advance notice to defendant than is usually given—possibly even notice on the same day as the hearing—by submitting an **ex parte application** supported by a **declaration** under penalty of perjury signed by a person with personal knowledge of the facts of defendant’s noncompliance and a **declaration** establishing notice to defendant of the ex parte application. (See Cal. Rules of Court, rule 3.1200 et seq.) Depending on the ex parte application and the circumstances, the court may set a hearing on a quicker schedule. **Courts have different hearing and filing times.**
- b. Opportunity to Fix (Cure) Violations: Plaintiff must first provide defendant with reasonable notice of any violations of this Stipulation and an opportunity to fix (cure) them. The notice will be sent to defendant at (state delivery terms): _____.
 Defendant will have (state number of hours or days) _____ to fix any violations of this Stipulation after notice from plaintiff.

8 Plaintiff agrees to do the following (Check all that plaintiff agrees to.)

- a. To dismiss permanently (with prejudice) the eviction case that is currently pending within _____ business days after defendant has done everything agreed to in (6).
- b. To request an immediate court order to enforce eviction (writ of possession) for the property identified in (3) but to wait to act (stay actual execution of such writ) until (date): _____
- c. To waive all rent, late fees, and damages that were requested in the case.
- d. To make the payment plan interest/penalty free, and not to charge any fees or interest on the total amount agreed to in (6).

- 8 e. To make the following repairs (*describe all repairs to the property*): _____

- (1) The repairs will be completed by (*date*): _____
 (2) Plaintiff agrees to temporarily relocate defendant at plaintiff's expense while the repairs are made.
- f. To credit all future payments first to rent due and then to the amounts due under the stipulated judgment/ order entered by the court in this eviction case.
- g. To pay \$ _____ in certified funds, in exchange for moving out as agreed to in item 6c. Payment will be made payable to _____, and delivered to _____ on or by _____. If plaintiff fails to make payment as agreed, then the defendant's move out (vacate) date will be extended by _____ days for each day that the payment is late.
- h. To pay defendant's attorney fees in the amount of \$ _____.
- i. Not to request a court order to enforce eviction (writ of possession) for failure to comply with the following terms from 6 and 10 (*state all items by number and letter*): _____

- j. To incorporate and comply with the General Terms agreed to in 10. (Additional terms relating to what both parties are agreeing to do are located in 10.)
- k. Other (*describe any other things agreed to by plaintiff*): _____

- Check here if you need more space. Attach one sheet of paper or form MC-025 and write "UD-155, Item 8" at the top.

9 **If plaintiff does not do everything agreed to** (*Check if the parties agree to this process.*)

- Plaintiff agrees that defendant can tell the court how plaintiff has not complied with the Stipulation and ask the court to quickly act.

Notice and Hearing: Defendant may ask the court for a hearing on a quicker schedule with less advance notice to plaintiff than is usually given—possibly even notice on the same day as the hearing—by submitting **an ex parte application** supported by **a declaration** under penalty of perjury signed by a person with personal knowledge of the facts of plaintiff's noncompliance and **a declaration** establishing notice to plaintiff of the ex parte application. (See Cal. Rules of Court, rule 3.1200 et seq.) Depending on the ex parte application and the circumstances, the court may set a hearing on a quicker schedule. **Courts have different hearing and filing times.**

10 **General Terms** (*Check all that the parties agree to.*)

- a. There is a grace period of _____ days to do anything agreed to in this Stipulation that has a specific due date. No violation of the Stipulation happens if the thing agreed to is done within the grace period.
- b. Defendant states that all adults who live in the property are named as defendants in this eviction case. No other adult lives in the property or has a right to live there.
- c. Defendant states that all tenants have already moved out of the property. Plaintiff may lawfully take possession of the property effective immediately.



- 10 d. Defendant agrees to leave the property free of garbage, debris, and all personal belongings. Any personal items left in the property after (date): _____ are deemed abandoned. This means the plaintiff will have the right to dispose of any abandoned personal items. Personal items left in the property will not be considered a violation of this Stipulation.
- e. The security deposit will be handled according to California law in the following manner (check all that apply):
- (1) Plaintiff is awarded the security deposit of \$ _____ to cover rent due in the amount of \$ _____ for the period of (state period of time): _____.
Defendant gives up any claim to return of the security deposit and any interest.
 - (2) Plaintiff may apply the security deposit toward the judgment in this eviction case.
 - (3) Plaintiff will return the security deposit to defendant by (date): _____
 - (4) Plaintiff will mail an itemized statement along with any unused portion of the security deposit to the defendant within 21 days after the defendant moves out of (vacates) the property. (See Civ. Code, § 1950.5.)
- f. The court will retain jurisdiction over the parties (continue to be able to make orders) to enforce this settlement if one party does not do what they say they will do until everything agreed to in this Stipulation has been done. A party will not have to file a new case to tell the court about any noncompliance.
- g. The parties agree to waive all attorney fees and costs associated with this eviction case.
- h. This agreement resolves the issue of possession only. The parties agree all other claims between them may be addressed by a new complaint filed in the appropriate division of the court. (Check this item if the parties are agreeing to resolve only the issue of whether the tenant will stay or leave the property. All other issues in the case are being reserved.)
- i. Plaintiff agrees to provide a neutral, or better, rental reference of defendant to any person who asks for a reference of defendant relating to housing.
- j. Plaintiff agrees they have not reported and will not report this action to any credit reporting agencies.
- k. The parties request that the court bar access to the court record. (See Code Civ. Proc., § 1161.2(a)(2).)
- l. Other (describe any other terms agreed to by the parties): _____

Check here if you need more space. Attach one sheet of paper or form MC-025 and write "UD-155, Item 10" at the top.

11 **Conditional Judgment** (Skip if the parties do not want the court to enter a conditional judgment.)

A **Conditional Judgment** means the parties agree that plaintiff has a right to ask for eviction (for example, because of defendant's failure to pay rent) but plaintiff will ask the court to enter judgment (for eviction and lockout and possibly for money) **only if** defendant does not meet the special conditions of this Stipulation. Defendant will stay in the property if all conditions are met that the parties agree are necessary to avoid an eviction judgment. Plaintiff will dismiss permanently (with prejudice) the eviction case that is currently pending within _____ business days after defendant has done everything agreed to in this Stipulation.

- a. If defendant delivers the sum of \$ _____ to plaintiff/plaintiff's lawyer by (time): _____ on (date): _____ at (state delivery terms): _____, then defendant will retain possession of the property and plaintiff will dismiss the action with prejudice. If defendant does not deliver the agreed-upon sum of money then plaintiff may seek (check all that apply):
- (1) Eviction (writ of possession/defendant will be locked out/plaintiff will have control of the property).



- 11 a. (2) Cancellation of the rental agreement/forfeiture of the lease.
- (3) Defendant will have an eviction judgment entered against them and owe money to plaintiff for (*check only one*):
 - (a) The sums stated in 6.
 - (b) The sums stated in 6 and \$ _____ in attorney fees, and \$ _____ in court costs.
 - (c) The original sums alleged in the complaint including back rent of \$ _____, holdover damages of \$ _____, attorney fees of \$ _____, costs of \$ _____, and any additional attorney fees and costs related to enforcing the conditional judgment.
- b. However, if plaintiff receives payment in full before judgment is entered, plaintiff will not seek entry of judgment against defendant.
- c. Notice and Hearing: Plaintiff may ask the court for a hearing on a quicker schedule with less advance notice to defendant than is usually given—possibly even notice on the same day as the hearing—by submitting **an ex parte application** supported by **a declaration** under penalty of perjury signed by a person with personal knowledge of the facts of defendant’s noncompliance and **a declaration** establishing notice to defendant of the ex parte application. (See Cal. Rules of Court, rule 3.1200 et seq.) Depending on the ex parte application and the circumstances, the court may set a hearing on a quicker schedule or even act on the ex parte application without another court hearing under the terms of the Stipulation and Conditional Judgment. **Courts have different hearing and filing times.**
- d. Incorporate General Terms agreed to in 10. (Additional terms relating to what both parties are agreeing to do are located in 10.)

I have read the entire Stipulation and I understand and agree that there are no promises, representations, or terms other than what is contained within this written Stipulation. I understand this Stipulation fully and ask that this Stipulation be incorporated by the court as its order.

Date: _____

Type or print name

▶ _____
Signature of Plaintiff or Plaintiff's Lawyer

Type or print name

▶ _____
Signature of Defendant or Defendant's Lawyer

Names and signatures of additional parties follow last attachment.



Case Number: _____

Judge will fill out section below.

Order

- a. It is so ordered.
- b. Based on the stipulation of the parties, and under Code of Civil Procedure section 1161.2(a)(2), the court bars access to the court file and all court records, electronic or otherwise, of this case by any person except the parties, counsel of record, and the court until further order of the court.
- c. Under Code of Civil Procedure section 664.6, the court will retain jurisdiction over the parties (continue to be able to make orders) to enforce this settlement if one party does not do what they say they will do until everything agreed to in this Stipulation has been done. A party will not have to file a new case to tell the court about any noncompliance.
- d. The parties agree and accept the terms of the Stipulation, which is approved by the court. The case is calendared for dismissal or entry of judgment on *(date)*: _____ at *(time)*: _____ in Department: _____
- e. Judgment is entered.
- f. Other *(specify any additional terms or modifications)*: _____

Date: _____

▶ _____
Signature of Judicial Officer

