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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN

_____,
Plaintiff,

vs.

Defendant

CASE NO. CIV _____

**STIPULATION AND ORDER TO
STAY ON PREMISES AND ORDER
TO MAINTAIN CONFIDENTIALITY
STATUS (“MASKED CASE”)**

IT IS SO STIPULATED by and between the parties hereto through Plaintiff/Plaintiff’s counsel and Defendant(s) that Judgment in the above-entitled action will be entered as follows should Defendant(s) fail to comply with any of the terms stated herein. The parties agree that this matter shall be, and remain, dismissed as stated in Paragraphs 8 and 11 below.

1. Defendant(s) will remain in possession of the premises located at _____, California.

2. Defendant(s) agree to the following requirements regarding conduct on the premises:

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_____.

3. Defendant(s) shall make the following payments of in the amount of \$_____, which reflect all sums due and owing through _____.

Date payment is due:

Amount of payment:

\$_____
\$_____
\$_____
\$_____
\$_____
\$_____

a. This amount _____ does _____ does not include a reduction for habitability defects at the premises.

b. The term “due” means that the payment will have been received by Plaintiff by close of business (5:00 p.m.) on the due date.

c. Plaintiff will accept payment in the following forms:

_____ Money order

_____ Cashiers’ check

_____ Personal check or cash

_____ Third party payments (i.e., charities, churches, or family members)

4. Defendant(s) shall pay his/her regular monthly rent of \$_____ on the _____ of

1 each month for _____ months.

2 5. Each party shall bear their own costs and attorneys' fees incurred herein.

3
4 6. The rental agreement under which Defendant(s) holds possession of said property shall be
5 terminated upon surrender of possession or upon Defendant's failure to comply with any term of
6 this Stipulation.

7
8 7. Defendant(s) warrants and represents that they are the sole occupant(s) of the subject
9 premises and that the premises has not been rented, assigned, subleased, etc. to any third party at
10 any time prior to the execution of this Stipulation. Defendant(s) agrees that they shall not allow
11 any other person to occupy the subject premises and that they shall not rent, assign, sublease, etc.
12 the premises to any third party.

13
14 8. Plaintiff hereby dismisses the pending action. Plaintiff and Defendant(s) agree that the
15 Court retains jurisdiction over this matter for purposes of enforcing the Stipulation, pursuant to
16 CCP § 664.6. Upon compliance with the terms of this Stipulation, Plaintiff shall dismiss the
17 remaining enforcement portion of this action, in its entirety, with prejudice, by no later than
18 _____. If Plaintiff fails to file a Request for Dismissal by this date, Defendant(s) may
19 file a Request for Dismissal.

20
21 9. The parties agree that the matter shall remain confidential ("masked") unless a judgment is
22 entered by the court based upon a breach of this Stipulation.

23 10. Each signatory hereto represents that they have the express authority from the party or
24 parties they represent to sign for and bind that party to the terms herein.

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26 11. In the event of non-compliance with Paragraphs 2, 3 or 4, Plaintiff shall give 24 hours'
27 notice to the Defendant(s) at the following phone number and electronic mail address:

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1 _____, and _____ and appear in
2 court ex parte to request entry of judgment. Said judgment and order shall be based upon this
3 Stipulation and the declaration of Plaintiff setting forth the failure of Defendant(s) to comply with
4 said Paragraphs.
5

6 **IT IS SO STIPULATED:**

7
8 Dated: _____
Plaintiff

9
10 Dated: _____
Attorney for Plaintiff

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12
13 Dated: _____
Defendant(s)

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15 **ORDER APPROVING STIPULATION**

16 The Stipulation of the parties outlined herein has been reviewed and approved by the Court.
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18 **IT IS SO ORDERED:**

19 Dated: _____
20 JUDGE OF THE SUPERIOR COURT
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