

**FILED**  
SUPERIOR COURT  
COUNTY OF SAN FRANCISCO

FEB 19 2008

GORDON PARK-LI, Clerk

BY: [Signature] Deputy Clerk

1 KIMBALL, TIREY & ST. JOHN, LLP  
Jane L. Creason Bar No. 189094  
2 5994 W. Las Positas Blvd., Suite 219  
(800) 525-1690  
3 (800) 281-1911 (fax)

4 Attorney for Plaintiff  
HAYES VALLEY LIMITED PARTNERSHIP

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

8 HAYES VALLEY LIMITED PARTNERSHIP

9 Plaintiff,

10 Vs.

12 SHARON BRIDGEWATER

13 Defendant

14 DOES 1 TO 10 INCLUSIVE

Case No.: CUD-06-617995

STIPULATION FOR ENTRY OF JUDGMENT  
AND ORDER THEREON

17 IT IS SO STIPULATED by and between the parties hereto through Plaintiff's counsel,  
18 KIMBALL, TIREY & ST. JOHN; Plaintiff, HAYES VALLEY LIMITED PARTNERSHIP,  
19 and Defendant, SHARON BRIDGEWATER, that judgment in the above-entitled will be entered  
20 as follows should Defendant fail to comply with any of the terms stated herein:  
21

22 1. Plaintiff to receive possession of the premises located at 427 PAGE STREET,  
23 San Francisco, CA, 94102 on ~~March 17~~ <sup>April 30</sup>, 2008. A Writ of Possession for said premises may  
24 issue immediately if Defendant has not restored possession to Plaintiff by vacating said  
25 premises on or before ~~March 17~~ <sup>April 30</sup>, 2008 by the close of business at 6:00 p.m.

26 2. The parties further agree that in exchange for Defendant moving out by ~~April 17~~ <sup>April 30</sup>  
27 ~~2008~~, Plaintiff will waive all of the past due rent in the amount of \$2,124.74.

*pkhd*

1 3. Plaintiff waives \$450 attorneys' fees and \$405 in costs.

2 4. The rental agreement/lease under which Defendant holds possession of said  
3 property is forfeited on ~~March 17~~ <sup>April 30</sup>, 2008. (Jla) (517)

4 5. Defendant SHARON BRIDGEWATER expressly waives any and all rights to a  
5 noticed motion and/or right to a hearing on the entry of a judgment pursuant to this stipulation.

6 6. Defendant SHARON BRIDGEWATER expressly agrees to leave the premises in  
7 good repair and clean condition according to California law.

8 7. Plaintiff shall return Defendant's security deposit in ~~the amount of \$800.00 in~~  
9 ~~exchange for keys on March 17, 2008.~~ <sup>accordance with California law.</sup> (Jla) (517)

10 8. Defendant SHARON BRIDGEWATER and any others in possession will move  
11 out ~~March 17~~ <sup>April 30</sup>, 2008 by 6:00 p.m. (Jla) (517)

12 9. If Defendant fails to comply with any of the terms as herein stated, judgment shall  
13 enter for possession and the full amount of past due rent, attorneys' fees and costs. A writ of  
14 execution for money and possession shall issue immediately upon Declaration by Plaintiff's  
15 counsel if Defendant fails to comply with this stipulation. Judgment for possession shall be  
16 entered pursuant to CCP 415.46 as to any and all occupants.

17 10. In the event of non-compliance, Plaintiff shall give 24-hour telephonic notice to  
18 the defendant at the following phone number: 415.401.5573

19 11. This stipulation shall be dispositive of all issues raised in Plaintiff's Complaint and  
20 all affirmative defenses which could have been raised in Defendant's Answer, and shall be  
21 ~~considered as a final judgment for the purposes of this case.~~ (50) (Jla)

22 12. It is further stipulated that facsimile signatures shall be deemed originals, per  
23 California Rules of Court, Rule 2.305 (d) and that this Stipulation may be executed in  
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1 counterparts as circumstances require and shall be deemed fully enforceable upon execution  
2 of all parties hereto.

3 13. In the future, Plaintiff will give only a neutral reference as to dates of occupancy  
4 and rental amount.


5  
6 14. Each signatory hereto represents that they have the express authority from the  
7 party they represent to sign for and bind that party to the terms herein.

8 15. *Defendant reserve the right to sue in the future and*  
9 *do not give up all claims pertaining to further law suits*

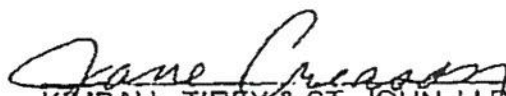
10 Dated: 2/19/08

  
Defendant- SHARON BRIDGEWATER

11 Dated: 2/19/08

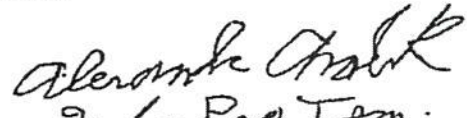
  
Plaintiff- HAYES VALLEY LIMITED PARTNERSHIP  
By: \_\_\_\_\_  
Authorized Agent for Plaintiff

12  
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15 Dated: 2/19/08

  
KIMBALL, TIREY & ST. JOHN, LLP  
Attorneys for Plaintiff  
By: Jane Creason

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20 ORDER

21 IT IS SO ORDERED:  
22  
23 Dated: 2-19-08

  
Judge Pro Tem.

24 \_\_\_\_\_  
JUDGE/COMMISSIONER OF THE SUPERIOR COURT

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Shawn K. Bankson SBN 223638  
KIMBALL, TIREY & ST. JOHN  
5994 W. Las Positas Blvd., #219  
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Attorney for Plaintiff  
Hayes Valley Limited Partnership

ENDORSED  
FILED  
San Francisco County Superior Court

MAY 11 2006

GORDON PARK-LI, Clerk  
By: RONNIE OTERO  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

HAYES VALLEY LIMITED PARTNERSHIP  
Plaintiff,

Vs.

SHARON BRIDGEWATER  
Defendant(s)

DOES 1 TO 10 INCLUSIVE

Case No.: CW-06-617995

STIPULATION FOR ENTRY OF JUDGMENT  
DISMISSAL; ORDER THEREON

IT IS SO STIPULATED by and between the parties hereto through Plaintiff's counsel, Kimball, Tiry & St. John; Plaintiff, Hayes Valley Limited Partnership, and Defendant Sharon Bridgewater that Judgment in the above-entitled action will be entered as follows should Defendant fail to comply with any terms of this stipulation. Should Defendant fully and voluntarily comply with all terms stipulated herein, Plaintiff agrees to dismiss this action with prejudice pursuant to Paragraph 10, below:

1. Defendant to remain in possession of the premises located at 427 Page Street, San Francisco CA 94102, provided that Defendant complies with all terms stipulated herein.

(A)

1 2. The rental agreement/lease under which Defendant holds possession of said  
2 property is not forfeited unless Defendant fails to comply with any term stipulated herein.

3 3. Plaintiff is awarded \$1,499.00 as principal, \$595.00 as attorneys fees and  
4 \$580.00 as court costs. Said principal, attorneys fees and court costs, totaling \$2,674.00, will  
5 be paid by Defendant to Plaintiff via cashier's check or money order as follows:

6 a. \$836.00 at the signing of this stipulation.

7 b. \$100.00 on or before the fifth day of each month, beginning on June 5,  
8 2006, and continuing every month thereafter until the balance is paid in  
9 full. The final payment of \$38.00 will be due on or before November 5,  
10 2007.

11 Any payment received in any given month will be first applied to the rent due for the  
12 current month and then to any stipulated payment.

13 4. Defendant expressly waives any and all rights to a noticed motion and/or right to  
14 a hearing on the entry of a judgment pursuant to this stipulation.

15 5. Should Defendant be required to surrender possession of the subject property in  
16 relation to this stipulation, Defendant expressly agrees to leave the premises in good repair  
17 and clean condition according to California law.

18 6. Defendant's security deposit will be accounted for according to California law.

19 7. Beginning on June 1, 2006, rent will be due as stated in the Lease Agreement  
20 between the parties.

21 8. This stipulation shall be dispositive of all issues raised in Plaintiff's Complaint and  
22 all affirmative defenses which could have been raised in Defendant's Answer, and shall be  
23 considered res judicata in any further proceeding initiated by either party.

24 9. The parties stipulate that facsimile signatures shall be deemed originals, per  
25 California Rules of Court, Rule 2007(d), and that this Stipulation may be executed in  
26 counterparts as circumstances require and shall be deemed fully enforceable upon execution  
27 of all parties hereto.

1           10. Defendant agrees that if Defendant fails to timely comply with any term or  
2 condition of the stipulation, the lock-out date and the payments shall be accelerated without a  
3 hearing. If Defendant is granted any hearing, the only issue to be decided by the Court shall  
4 be the timeliness of payments scheduled in Paragraph 3 of this stipulation. Time is of the  
5 essence. Non-compliance with this agreement will be evidenced by *ex parte* written  
6 declaration by Plaintiff's attorney. Upon any non-compliance with any term of this stipulation,  
7 Plaintiff may request that this court issue judgment for Plaintiff for possession of the premises,  
8 forfeiture of any rental agreement, writs of possession to be issued and immediately enforced,  
9 and for the entire unpaid balance which shall become immediately due. Failure to comply  
10 includes failure to make any portion of any stipulated payment. Upon Defendant's full and  
11 voluntary compliance with all terms stipulated herein, Plaintiff will cause this matter to be  
12 dismissed with prejudice within ten (10) days of Defendant's full compliance.

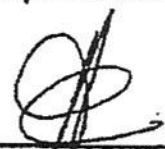
13           11. As consideration for this agreement, Defendant hereby waives her right to seek  
14 any stay of this proceeding in this or any other court, state or federal.

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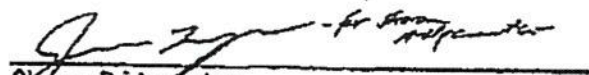
12. Each signatory hereto represents that they have the express authority from the party they represent to sign for and bind that party to the terms herein.

Dated: 5/3/06




Hayes Valley Limited Partnership  
Plaintiff  
By: Hasinah Rahim,  
Authorized Agent for Plaintiff

Dated: 5/3/06

  
Sharon Bridgewater  
Defendant

Approved as to form and content:

Dated: 5/4/06

  
Shawn K. Bankson SBN 223638  
KIMBALL, TIREY & ST. JOHN  
Attorneys for Plaintiff