

ENDORSED
FILED
San Francisco County Superior Court

MAY 11 2006

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

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Attorney for Plaintiff
Hayes Valley Limited Partnership

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.: CWO-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, Tirey & 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.

STIPULATION FOR ENTRY OF JUDGMENT; ORDER THEREON

(A)

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

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

- a. \$836.00 at the signing of this stipulation.
- b. \$100.00 on or before the fifth day of each month, beginning on June 5, 2006, and continuing every month thereafter until the balance is paid in full. The final payment of \$38.00 will be due on or before November 5, 2007.

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

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

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

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

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

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

9. The parties stipulate that facsimile signatures shall be deemed originals, per California Rules of Court, Rule 2007(d), and that this Stipulation may be executed in counterparts as circumstances require and shall be deemed fully enforceable upon execution 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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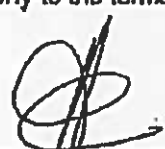
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12. Each signatory hereto represents that they have the express authority from the party they represent to sign for and bind that party to the terms herein.

Dated: 6/3/06



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. Banks SBN 223638
KIMBALL, TIREY & ST. JOHN
Attorneys for Plaintiff

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STIPULATION FOR ENTRY OF JUDGMENT; ORDER THEREON