

FILED
SAN MATEO COUNTY

AUG 07 2014

Clerk of the Superior Court
By 
DEPUTY CLERK

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11 SUPERIOR COURT – LIMITED CIVIL JURISDICTION

12 COUNTY OF SAN MATEO, STATE OF CALIFORNIA

13 HIP HOUSING DEVELOPMENT, CORP.

14 dba EDGEWATER ISLE SENIOR APTS.

15 Plaintiff(s),

16 vs

17 RICHARD YOASH,

18 _____, DOES I through
19 V, inclusive,

20 Defendants

No CLJ 209773

**STIPULATION AND
ORDER**

21 IT IS HEREBY STIPULATED AND AGREED by and between the plaintiff(s)
22 and defendant(s) that

23 1 Defendant's tenancy may be reinstated on a probationary basis until
24 February 28, 2016, provided that defendant complies with the following conditions

25 - Defendant shall make payments to plaintiff according to the following
26 schedule

27 a) Defendant shall timely provide updated information to plaintiff within 30
28 days after receiving notice from plaintiff on forms provided by plaintiff,

1 b) Defendant shall sign the forms indicating that all such information is true,
2 complete and correct to the best of defendant's knowledge,

3 c) Defendant shall fully cooperate with plaintiff and plaintiff's agents in any
4 requests for updated information and recertification, including information about
5 household income and assets, INCLUDING ^{PROVIDE PLAINTIFF WITH ALL REQUESTED}
6 ^{DOCUMENTATION IN A TIMELY MANNER}

7 d) DEFENDANT SHALL NOT BE REQUIRED TO
8 SIGN ANY DOCUMENTATION WITH INACCURATE INFORMATION
9 IN IT; HOWEVER, DEFENDANT SHALL PROVIDE
10 LEGIBLE NOTIFICATION OF ANY ALLEGED INACCURACIES
11 WITHIN 7 DAYS OF RECEIPT OF WRITTEN
12 REQUEST FROM PLAINTIFF REGARDING CERTIFICATION AND/OR
13 RECERTIFICATION.

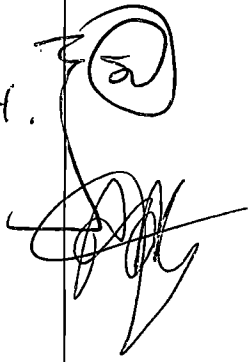
14 (e) DEFENDANT SHALL SIGN AND PROVIDE JULY 2014
15 RECERTIFICATION TO PLAINTIFF, CORRECTLY AND FULLY
16 EXECUTED AND FILED IN, ALONG WITH PROOF
17 OF ANNUAL INCOME. ALL RECERTIFICATION DOCUMENTS
18 AND SAID SUPPORTING DOCUMENTATION SHALL BE DELIVERED
19 TO PLAINTIFF, IN LEGIBLE WRITING, ON OR BEFORE AUGUST 25, 2014.

20 ~~In addition to and separate from the payments listed herein,~~
21 ~~commencing~~ ~~_____~~ ~~and continuing through the~~
22 ~~expiration of this Stipulation, all rent and other monthly charges must be paid on or~~
23 ~~before the~~ ~~_____~~ ~~day of each month, unless the~~ ~~_____~~ ~~falls on a~~
24 ~~weekend or holiday in which case the rent in any such month must be paid by the first~~
25 ~~non-holiday weekday following the~~ ~~_____~~ ~~day of such month.~~

26 f) Defendant shall make payments to plaintiff according to the following
27 schedule
28

1 (F) (i) \$540⁰⁰ on or ~~July~~ AUGUST 11, 2014.

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2 If defendant(s) act(s) in accordance with the requirements of this Stipulation, defendant(s) shall be reinstated as a tenant(s) in good standing. In this event, upon written demand to plaintiff's attorney by defendant, plaintiff shall file a dismissal of this entire action within 5 court days of receipt of written notification of timely compliance. If defendant(s) timely comply and plaintiff fails to timely dismiss after written notification of said compliance, defendant may seek said dismissal on an ex parte basis. Other than to the extent that the above payment(s) include the payment of plaintiff's attorney's fees and/or costs by defendant(s), each party shall in this event bear its own attorney's fees and costs herein.

3 If, for any reason, defendant(s) fail to perform in accordance with any requirement of this Stipulation until the expiration of this Stipulation, or if any check given by defendant(s) in payment of any amount due as set forth above is returned unpaid by the bank upon which drawn, in any such event plaintiff shall be entitled to immediate judgment for the full relief set forth in the prayer of the complaint, including restitution of possession of the subject premises, forfeiture of the lease, rent, damages, attorney's fees and costs less applicable credit(s) for any payment(s) made by defendant(s) prior to the date upon which such judgment is obtained. Plaintiff may obtain said judgment either by default (in the event that defendant(s) have not filed a responsive pleading herein) or by ex parte application to this Court (in the event that a responsive pleading has been filed) coupled with a declaration under penalty of

1 perjury setting forth the facts constituting defendant's failure to perform in accordance
2 with the foregoing requirements In the event plaintiff obtains said judgment,
3 defendant(s) waive any rights defendant(s) might otherwise have to seek any form of
4 stay of execution with respect to said judgment, either pursuant to Code of Civil
5 Procedure sections 918, 1176, or otherwise, waive any rights defendant(s) might
6 otherwise have to seek any form of relief from forfeiture, either pursuant to Civil Code
7 section 3275, Code of Civil Procedure sections 1174, 1179, otherwise, and waive any
8 right defendant(s) might otherwise have to seek any form of relief from default, either
9 pursuant to Code of Civil Procedure section 473 or otherwise Before attempting to
10 obtain said judgment, plaintiff shall give at least ^{10 DAYS}~~24 hours~~ notice to defendant(s)
11 ^

12
13 4 Time is of the essence with respect to the provisions of this Stipulation This
14 provision shall be interpreted in its strictest sense, with any failure to perform any
15 requirement set forth herein on or before the date upon which performance is due,
16 even if performance is late by only a single day, resulting in the relief upon default set
17 forth above without regard to the relative hardship to the parties

18 ^{PERSONAL CHECK,}
19 5 All payments are to be in the form of a cashier's check [^] or money order, and
20 it is defendant(s)' sole responsibility to make certain that each payment is actually
21 received by plaintiff on or before its due date If plaintiff accepts a personal or other
22 non-certified check (which plaintiff is expressly not obligated to do) and said check is,
23 for any reason whatsoever, returned unpaid by the bank upon which drawn, for
24 purposes of this STIPULATION it shall be as if no payment whatsoever had been
25 made and the judgment provisions above shall then apply

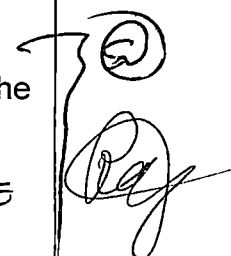
26
27 6 This STIPULATION sets forth the entire agreement between the parties with
28 respect to the matters addressed herein It shall not be altered nor modified unless
such alteration or modification is in writing and signed by all signatories hereto

1 Defendant(s)' strict performance of each and every term and condition set forth above
2 is required Defendant(s)' failure to perform in strict compliance with each and every
3 condition set forth in this Stipulation shall be deemed a material breach of this
4 STIPULATION entitling plaintiff to the relief upon default set forth above
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6
7 7 A fax copy of this STIPULATION, bearing the faxed signatures of all
8 signatories hereto, may be used for all purposes in lieu of the original This
9 STIPULATION may be executed by fax or otherwise, being equivalent in legal
10 contemplation of one fully executed original This Stipulation and Order may be
11 executed in counterparts, with the sum of the counterparts acting in legal
12 contemplation of one fully executed original

13
14 8 Those signing on behalf of the parties hereto represent that they have the
15 authority from such party to do so

16 9. IN THE EVENT OF A DISPUTE BETWEEN THE
17 PARTIES REGARDING RECERTIFICATION, AND PRIOR TO
18 ENFORCEMENT OF THIS STIPULATION, PLAINTIFF AGREES
19 TO MEET WITH DEFENDANT, ACCOMPANIED BY A
20 REPRESENTATIVE OF THE LEGAL AID SOCIETY TO
21 TRY TO RESOLVE THE DISPUTE. THE PARTIES
22 ASREE THAT THIS MEETING SHALL TAKE PLACE
23 III WITHIN 7 (SEVEN) DAYS OF A WRITTEN
24 III REQUEST FROM PLAINTIFF TO DEFENDANT,
25 III WITH A COPY SENT TO LEGAL AID SOCIETY
26 III OF SAN MATEO COUNTY.
27 III
28 III

Handwritten signature and initials in the right margin, enclosed in a bracket-like shape. The signature appears to be "Ray" and there are initials above it.

