Judicial Council *of* California

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REPORT TO THE JUDICIAL COUNCIL

Item No.: 23-146
For business meeting on September 19, 2023

Title
Rules and Forms: Opportunities for Settlement Before Trial in Unlawful Detainer Cases

Rules, Forms, Standards, or Statutes Affected
Adopt Cal. Rules of Court, rule 3.2005; approve form UD-155

Recommended by
Civil and Small Claims Advisory Committee
Hon. Tamara L. Wood, Chair

Agenda Item Type
Action Required

Effective Date
January 1, 2024

Date of Report
July 26, 2023

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Executive Summary

The Civil and Small Claims Advisory Committee recommends a new rule of court and a new form for optional use in unlawful detainer cases to promote settlement opportunities using alternative dispute resolution processes. The new rule states a policy favoring at least one opportunity for participation in some form of pretrial dispute resolution and would allow a court to shorten the existing deadline for submitting a mandatory settlement conference statement. The new form allows parties to submit to the court a settlement agreement and ask for either an order without judgment or a stipulated judgment. The new rule and optional form are intended to increase settlement opportunities in eviction cases and to promote consistency throughout the state.

Recommendation

The Civil and Small Claims Advisory Committee recommends that the Judicial Council, effective January 1, 2024:

1. Adopt California Rules of Court, rule 3.2005, to promote opportunities for settlement before trial in unlawful detainer cases; and

2. Approve *Eviction Case (Unlawful Detainer) Stipulation* (form UD-155) to identify elements common to settlement agreements in eviction cases, and to provide a road map to help the parties, neutrals, and courts memorialize terms and conditions of performance of an agreement to resolve a case before trial.

The proposed new rule and form are attached at pages 7–14.

Relevant Previous Council Action

Effective January 1, 2003, the council approved *Stipulation of Entry of Judgment* (form UD-115) for optional use (along with forms UD-110 (judgment), UD-110S (conditional judgment), and UD-116 (declaration for default judgment by the court)) in unlawful detainer proceedings to promote statewide uniform practice as it relates to entry of judgment.

Analysis/Rationale

The recommended new rule and form are responsive to the directive from the Ad Hoc Workgroup on Post-Pandemic Initiatives to develop a proposal to encourage more frequent use of settlement conferences in unlawful detainer cases or other ways to encourage parties in unlawful detainer cases to work on solutions not requiring trials. The rule promotes participation in any form of pretrial alternative dispute resolution (ADR), including mandatory settlement conferences (MSCs), and the form gives parties in eviction cases a framework for use in reaching an agreement, whether it be a stipulation and order without entry of judgment or a stipulated judgment.

Courts are currently authorized to set mandatory settlement conferences under California Rules of Court, rule 3.1380, but courts are not required to hold them. To understand current practice for pretrial dispute resolution of eviction cases, the committee informally surveyed superior courts around the state. Through this survey the committee learned that ADR programs for eviction cases vary by court. Some courts offer day-of-trial mediation using volunteer mediators. A few courts require participation in an MSC, as resources allow. And some courts have no pretrial ADR programs for eviction cases in place at present. Because the courts that have ADR programs in place are using different processes based on the resources available, the committee concluded that a rule requiring courts to use one particular ADR process would be undesirable and potentially burdensome if resources were not available. Plus, a rule focused on MSCs alone would not account for existing court-connected mediation programs or other ADR processes that may be successful in resolving eviction cases without a trial.

Rule 3.2005

The recommended rule adopts a policy encouraging—in all unlawful detainer actions—an opportunity for participating in any ADR process before trial. Because eviction cases move more quickly than most civil litigation, the recommended rule allows a court to exempt the parties

from the five-court-day deadline for mandatory settlement conference statements set in rule 3.1380(c). The committee acknowledges that there may be other deadlines relating to ADR processes that may need to be shortened for parties in eviction cases to participate in those processes. An advisory committee comment has been included to note that the rule's stated exemption is not meant to limit courts in granting relief from other deadlines that may facilitate a party's participation in any ADR process that might result in resolution before trial. Another advisory committee comment states that the rule does not require parties to participate in any type of for-cost mediation or ADR process.

Form UD-155

Because eviction cases may involve self-represented parties, the committee recommends adoption of a plain-language form (UD-155) that parties can use to submit a settlement agreement that they reach to the court and ask for either a Stipulation and Order (without entry of judgment and with or without a conditional judgment) or a Stipulated Judgment. The recommended form, which is designed to be understood by both attorneys and self-represented parties, can also be used as a guide for discussions that might lead to resolution before trial. The form addresses the most common components of a stipulated agreement in eviction cases. Items 6, 8, and 10 of the form also include an "Other" option in which the parties may specify other terms that are necessary to the agreement.

If approved by the council, form UD-155 will serve as an alternative to *Stipulation for Entry of Judgment* (form UD-115). Form UD-115 allows parties to tell the court that there is an agreement to finish an eviction case and ask the judge to approve it by entering judgment. That form may still be used if preferred by the parties. Form UD-115, however, is not easily modified to reflect a settlement that avoids entry of judgment. New recommended form UD-155, in contrast, does just that; it allows for the parties to reach an agreement that seeks an end to an eviction case without a judgment. The committee understands that avoiding a judgment may be an important goal for defendants in eviction cases.

Policy implications

The new rule and form are intended to increase settlement opportunities in eviction cases and to promote consistency throughout the state while furthering the Ad Hoc Workgroup on Post-Pandemic Initiatives' goal of increasing access to justice.

Comments

The proposal previously circulated for public comment from December 9, 2022, to January 20, 2023, as part of the winter invitation-to-comment cycle. After making changes to both the rule and the form based on the comments received, the committee recommended recirculation of the proposal for further comment. The proposal circulated a second time during the regular spring invitation-to-comment cycle between March 30 and May 12, 2023.

In the winter cycle, the committee received comments from 13 commenters: a court, a court attorney, a bar association, and 10 legal organizations and their attorneys. One commenter agreed with the proposal; 2 agreed if the proposal was modified; 3 disagreed with the proposal in the

form it was circulated; and 7 did not take a position but offered numerous suggestions focused on improving clarity, fairness, and accessibility. A chart with the full text of the comments received in the winter cycle and the committee's responses is attached at pages 42–119.

Legal aid and tenant advocacy organizations offered numerous general and specific suggestions they believed would make the form language simpler and fairer, including more options to resolve cases without directing tenants into eviction and more balance in the terms offered, especially for the notice and hearing terms following a failure to perform under the stipulation. A court attorney suggested increasing the size of the form's blanks for amounts and dates to facilitate in-court completion by hand. The Orange County Bar Association suggested including additional terms found in existing forms and on the California Courts Self-Help Guide for Unlawful Detainer Proceedings.

The committee substantially modified proposed form UD-155 in light of the comments received by adopting many of the suggestions received and recirculated it for further comment. For example, the committee changed the form to add more information about the voluntary nature of resolving a case without a trial and what happens if an agreement is not reached or if a party does not do everything agreed to. The committee also added more optional terms, including a grace period, an opportunity to cure a breach of the agreement, and a provision allowing parties to exclude some terms in the stipulation from necessarily resulting in an eviction judgment. The recommended form allows parties to identify terms for which a plaintiff will not seek eviction if a tenant fails to comply with them.

In the spring cycle, the committee received comments from 9 commenters: 3 courts, a court attorney, a bar association, 3 organizations, and the Joint Rules Subcommittee of the Trial Court Presiding Judges Advisory Committee and the Court Executives Advisory Committee. Of the 9 commenters, 3 agreed with the proposal, 2 agreed if modified, and 4 did not indicate a position. Most of the commenters indicated their support of the proposal or that the proposal appropriately addressed its stated purpose. The more significant suggestions are discussed below. A chart of comments and the committee's responses from the spring cycle is attached at pages 14–40.

Payment plan

The committee agrees with the Joint Rules Subcommittee's suggestion for item 6's payment plan. The committee recommends replacing the text-based payment plan options that were circulated for comment with a table that displays the amounts due and due dates for 12 payments (one year's worth, assuming monthly payments). The committee agreed with the Joint Rules Subcommittee's comment that a visual schedule of payments is preferable to a lump sum or a textual sentence.

The ex parte application process

When the proposal was circulated for comment in the spring, the form allowed the parties to elect for a particular notice-and-hearing schedule in items 7 and 9 and to specify the relief that would be sought if the other party did not do everything agreed to in the agreement. The Joint Rules Subcommittee observed that these two provisions included terms that were not necessary,

that the options might not get high use and may conflict with local practices, and that the timelines may deter settlements. Other commenters observed that the term "ex parte" and the process could be confusing to litigants, especially those without representation. The committee was persuaded that the form would better serve litigants if it provided more general information about the process for a hearing with less advance notice in items 7 and 9 and therefore modified these items in the recommended form.

Terms presented in UD-155

The committees sought specific comment on the terms and language of the proposed form, seeking suggestions on ways to more plainly state information for self-represented litigants and asking if there were other terms common to agreements in eviction cases that ought to be considered. The commenters indicated that the form was comprehensive and did not suggest any additional terms. With respect to plain language, the committee agreed with many of the commenters' suggestions for clarifying and simplifying the information presented as much as possible while still communicating accurate legal information and incorporated many suggested changes into the recommended form.

***Stipulation of Entry of Judgment* (form UD-115)**

The committee decided against recommending the revocation of form UD-115, which is a more streamlined form for entry of judgment. It is not clear how frequently UD-115 is used. According to one commenter, the form is not used by advocates in Los Angeles County. Another commenter—a member of the Joint Rules Subcommittee—indicated that the form is used regularly to resolve eviction cases in at least one court. Because both forms are optional, the committee does not see a conflict in allowing parties to choose to use either one. The committee will reevaluate form UD-115 as time and resources allow after form UD-155 has been in use.

Alternatives considered

The advisory committee considered whether to propose that parties in unlawful detainer cases be required to participate in an MSC before trial. The committee concluded that there are other ADR processes that may also help parties reach solutions not requiring trials, and that requiring MSCs would unnecessarily promote one form of ADR to the exclusion of other available processes. The committee also had concerns about whether courts had the resources necessary to successfully hold an MSC before every unlawful detainer trial (or even a subset of unlawful detainer cases).

The committee also considered taking no action because some courts already offer court-connected mediation or require participation in MSCs in eviction cases. However, the committee determined that a policy favoring settlement opportunities and adoption of an optional form would be helpful to parties, neutrals, and courts.

Fiscal and Operational Impacts

The proposal's fiscal or operational impacts, if any, are expected to be minimal. The new form is intended to assist parties, neutrals, and courts in resolving eviction cases before trial by setting

out the most common terms at issue in stipulated eviction-case agreements. Court staff, judicial officers, and self-help center staff may need to be trained on the new form. Case management systems may need to be adjusted to appropriately handle the new form.

Attachments and Links

1. Cal. Rules of Court, rule 3.2005, at page 7
2. Form UD-155, at pages 8–14
3. Chart of comments (spring 2023), at pages 15–41
4. Chart of comments (winter 2023), at pages 42–119

Rule 3.2005 of the California Rules of Court is adopted, effective January 1, 2024, to read:

Title 3. Civil Rules

Division 20. Unlawful Detainers

Rule 3.2005. Settlement opportunities

(a) Policy favoring an opportunity for resolution without trial

The intent of this rule is to promote opportunities for resolution of unlawful detainer cases before trial. Courts should encourage participation, to the extent feasible, in at least one opportunity for resolution before trial, including but not limited to a settlement conference, mediation, or another alternative dispute resolution process.

(b) Exemption for mandatory settlement conference statement deadline

The court may exempt the parties in an unlawful detainer case participating in a mandatory settlement conference from the five-court-day deadline for submitting a settlement conference statement set out in rule 3.1380(c).

Advisory Committee Comment

The Judicial Council has adopted an optional form—*Eviction Case (Unlawful Detainer) Stipulation* (form UD-155)—that can be used to advise the court about any settlement that has been reached before trial.

Subdivision (a). The committee notes that parties may choose but cannot be required to participate in for-cost mediation or alternative dispute resolution (ADR). This rule is not intended in any way to mandate for-cost mediation or ADR.

Subdivision (b). Because unlawful detainer cases generally proceed on an expedited basis, this exemption allows parties in unlawful detainer cases to participate in and complete mandatory settlement conferences on shorter timelines. Nothing in this rule, including the exemption set out in subdivision (b), is intended to preclude a court from shortening other deadlines related to alternative dispute resolution processes.

UD-155 Eviction Case (Unlawful Detainer) Stipulation

Clerk stamps date here when form is filed.

DRAFT

07/26/2023

NOT APPROVED BY THE JUDICIAL COUNCIL

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.

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

SPR23-08
Unlawful Detainer: Opportunities for Settlement Before Trial (Adopt Cal. Rules of Court, rule 3.2005 and approve form UD-155)
All comments are verbatim unless indicated by an asterisk (*)

	Commenter	Position	Comment	Committee Response
1.	Neighborhood Legal Services of Los Angeles County by William Simonsick Legal Technology Attorney	NI	Neighborhood Legal Services of Los Angeles County (NLSLA) is a 501(c)(3) non-profit Legal Services Corporation providing free legal services to the Antelope, San Gabriel, and San Fernando Valleys of Los Angeles County, California. NLSLA serves hundreds of thousands of individuals and families per year through a combination of systemic advocacy, direct client representation, and self-help centers, in many civil legal fields including housing, family law, worker's rights, and disaster recovery. Due to NLSLA's experience managing multiple housing self-help centers, assisting indigent self-represented litigants (SRLs) facing eviction, NLSLA has a unique perspective at the front lines of the housing crisis. Specifically, NLSLA witnesses first-hand the impediments that SRLs face when trying to avoid housing insecurity. In a time of extreme crisis, SRLs are left to navigate a system designed for attorneys, with an uncompromising complexity that traps the unwary into negative case outcomes. We appreciate the Judicial Council's efforts to improve accessibility to court forms through the use of plain language, as this will reduce the number of unfair outcomes that stem solely from the lack of an attorney representing the individual facing eviction.	See the committee's responses to NLSLA's specific comments, below.
			An immense number of all cases in the United States has at least one pro se litigant. [FN 1 Legal Service Corporation Justice Gap 2022 Report. *Also see generally* R. Sandefur, 'What We Know and Need to Know about the Legal Needs of the Public', 67(2) South Carolina Law Review (2016); Y. Cannon, 'Unmet Legal Needs as Health Injustice', 56 *University of Richmond Law Review* (2022) 801-877.] Due to the legal needs crisis, SRLs are forced to complete complex litigation independently that has an outsized effect on health and fiscal outcomes. This includes eviction cases, where the stakes are perhaps the highest. Despite eviction cases having one of the highest differential outcome ratios depending on if tenants are represented or not, [FN 2 *See* I. Ellen, K. O'Regan, S. House, R. Brenner, 'Do Lawyers Matter? Early Evidence on Eviction Patterns After the Rollout of Universal Access to Counsel in New York City', 31(3) *Housing Policy Debate* (2021). *See also* E. Petersen, 'Building a House for Gideon:	The committee thanks NLSLA for the information and has revised the recommended form to simplify it as much as possible while still communicating accurate legal information.

	Commenter	Position	Comment	Committee Response
			The Right to Counsel in Evictions', 14 *Stanford Journal of Civil Rights & Civil Liberties* (2020) 63-112.] a large percentage of defendants are SRLs. Evictions cause long-term mental and physical health problems, as well as severe financial impacts on those who are ultimately evicted. [FN 3 A recent survey found over two thousand publications linking eviction to negative mental and physical health outcomes, *see* H. Vasquez-Vera, L. Palencia, I. Magna, C. Mena, J. Neira, C. Borrell, 'The threat of home eviction and its effects on health through the equity lens: A systematic review', 175 *Social Science & Medicine* (2017).] Meanwhile, California is in the middle of a severe housing shortage that disproportionately affects low-income individuals and families. [FN 4 D. Cuff, S. Phillips, C. Reid, 'Housing And Community Development in California: An In-Depth Analysis of the Facts, Origins and Trends of Housing and Community Development in California', *UCLA Reports (UCLA Lewis Center for Regional Policy Studies, UCLA cityLAB, UC Berkeley Terner Center for Housing Innovation)* (2022).] Unfortunately, the difficulties in accessing judicial processes for SRLs exacerbates these problems, [FN 5 *See generally* S. Schersei, 'Knock Knock…Who's There? California's First Statewide Rent Cap and Eviction Tenant Protection Law, 52 *University of the Pacific Law Review* 283 (2021) at 284, 285.] increasing the chances of eviction.	
			Improving accessibility to court forms can go a long way towards reducing the number of improper evictions and keeping vulnerable, elderly, disabled, and indigent individuals and families housing-secure. This requires plain language, such as at an 8th grade reading level or below, as well as proper visual distinction. [FN 6 J. Griener, D. Jimenez, L. Lupica, 'Self-Help, Reimagined', 92 Indiana Law Journal 3 (2017) at 1156-1158.] For example, the usage of bold font to highlight terms of art is encouraged. This draws visual attention to the terms, and should be accompanied by a plain-language definition of the term of art. [FN 7 Id at 1158-1159.] Separating these into text boxes next to the main text can help break up the text in a way that makes it easier for non-law trained individuals to	To improve clarity, the committee has recommended adding some bolding to form UD-155 as suggested and replacing terms with simpler language where possible.

	Commenter	Position	Comment	Committee Response
			comprehend it. Formatting, such as including bullet points and making sure that headings break up the text, can also assist in readability. [FN 8 R. Robbins, 'Painting with Print: Incorporating Concepts of Typographic and Layout Design into the Text of Legal Writing Documents', 2 *Journal of the Association of Legal Writing Directors* (2004) at 125, 126.] Utilizing these best practices can go a long way in improving fairness in judicial proceedings for those who are unable to afford an attorney.	
			NLSLA would like to reiterate their gratitude for the Judicial Council's efforts so far in improving court forms in the state of California. NLSLA has a few clarifying questions in regards to the new Rule 3.2005, as well as a number of suggestions for potential textual changes to the proposed form UD-155. Staff at NLSLA has indicated some concerns with the timeframes involved in the proposed Rule 3.2005. Specifically, more clarity in regards to the revised timelines that would occur after a waived mandatory settlement conference under Rule 3.2005(b) would be appreciated. There are some concerns that a reduced timeframe would either confuse SRLs or be used in bad faith by landlords to reduce time to prepare for an eventual trial, therefore improperly forcing tenants to accept unfair settlement offers.	The committee recognizes NLSLA's concerns about the timeframes for settlement conferences and trials in eviction cases. Most expedited litigation deadlines for eviction cases are statutory. The committee does not see a way to address the concerns in proposed rule 3.2005 or in form UD-155.
			Generally, NLSLA would be pleased to see additional reductions in the reading level of the UD-155 form. NLSLA expects that the form will ultimately be tagged for accessibility for screen readers, but also would like to see an increase in the use of plain language descriptions, and a reduction of difficult words used. [FN 9 Suffolk Law School has a tool called RateMyPDF that provides suggestions for increasing language accessibility to court forms (https://ratemypdf.com). The proposed UD-155 form was run through this tool as a part of the research for this comment letter.] NLSLA's suggestions for UD-155 textual edits, outside of general word choice changes, are contained in the table below, for ease of readability:	The committee recognizes that form UD-155 presents complex information and has revised the recommended form to simplify it as much as possible while still communicating accurate legal information.

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	Commenter	Position	Comment	Committee Response
			Instructions: Add the word "only" to "Complete the form [only] if the parties have agreed."	The committee does not see much improved clarity in the suggested addition and therefore is not recommending this change.
			Instructions: Bold "stipulation" on the third line.	The comment has rephrased the introductory information on the recommended form in a way that has mooted this suggestion. The committee, however, has added bolding to the term on page 2 where a stipulation is explained in more detail, as suggested by NLSLA below.
			Instructions: Bold "Agreeing to resolve this case before trial is voluntary".	The committee does not see improved clarity or readability in bolding the entire sentence and therefore is not recommending this change.
			Question 4: First "Stipulation and Order" should be in bold	The committee has bolded the term as suggested in the recommended form.
			First "Conditional Judgment" should be in bold	The committee has bolded the term as suggested in the recommended form and has added a better definition of the term in item 11, as suggested by NLSLA below.
			"[L]egally binding order" should be defined, explaining that it becomes law and must be obeyed or else the other party can go back to court and have it enforced immediately.	The committee has expanded the sentence in the recommended form to explain the effect of a legally binding order.

Positions: A = Agree; AM = Agree if modified; N = Do not agree; NI = Not indicated

	Commenter	Position	Comment	Committee Response
			"Stipulated Judgment" needs to be better defined.	The committee believes the explanation provided is accurate and does not see value to providing a more legalistic explanation for the term and therefore is not recommending this change.
			Generally, the definitions of "Stipulation and Order", "Conditional Judgment", "Legally binding order", and "Stipulated Judgment" can be separated into text boxes outside of the main text for better visual distinction.	To keep the form a more manageable length, the committee is not recommending text boxes as suggested. The committee believes that the bullets offer adequate visual separation of the concepts.
			Question 6: The text "Check all that defendant agrees to" should make it more clear that these are all voluntary as a part of the settlement	The committee believes form UD-155's introductory bullet adequately emphasizes the voluntary nature of entering into a settlement agreement and therefore is not recommending this change. The committee also believes that *defendant agrees* as used in the header of item 6 and in the parenthetical instruction connotes a defendant's agency and implies the voluntary nature of agreeing to any terms.
			Question 6(e) will be confusing to litigants and needs a better description. Cross-referencing other questions is difficult for many *pro se* individuals and there is a high risk that these are missed by vulnerable individuals.	The committee understands the commenter's concern but sees no better solution than offering the option of incorporating the other terms found in item 10, many of which will be important to resolving eviction cases before trial. The committee is recommending the addition of a

	Commenter	Position	Comment	Committee Response
				parenthetical explaining that item 10 contains additional terms relating to what both parties are agreeing to do. The addition of this explanation is also being recommended for to items 8j and 11d.
			Question 9: "Ex parte" needs to be explained. In particular, the fact that ex parte proceedings generally need attorneys and requires court filings that do not have fillable forms needs to be highlighted to SRLs.	The committee is recommending a revised item 9, similar to the recommended revisions to item 7, to directly reference the California Rules of Court on the subject of *ex parte applications* and to provide more general information about notice and hearing schedules.
			Question 10: Questions 10(e) and 10(j) are contradictory, as if the record is sealed under 10(e) the landlord cannot report the eviction to credit reporting agencies. At minimum, the form makes it look like both need to be negotiated, which is not true and puts an additional burden on the defendant.	The committee disagrees and therefore is not recommending changes in response to this comment. The committee believes that whatever additional burden is placed on litigants in having to negotiate these two options, if desired by the parties, is outweighed by the clarity provided by offering both. One relates to access to a court record; the other relates to notice to credit agencies of an unpaid judgment.
			Question 11: "Conditional Judgment" needs both a definition as well as more details. At minimum, the court timeframe (which is very short) and the process needs to be outlined for SRLs. However, this process, in general, is one-sided against defendants and should be reformed. As drafted, plaintiffs do not appear to need a hearing but defendants do. A plaintiff in this circumstance should also have to file an ex parte instead of just a declaration as currently described in the process.	The committee has added information in item 11 in the recommended form so that parties will know when to elect for this process. To the extent NLSLA's comment asks for the process to be reformed, the committee does not believe that form UD-155 is the appropriate

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				mechanism for making reforms. Item 11's conditional judgment presents the most common eviction issues: unpaid rent and possession. To provide more information about the quicker timelines, the committee has added information about ex parte applications and the notice and hearing process to the recommended form as suggested.
			NLSLA is thankful of the opportunity to comment on these changes to eviction-related court forms. Please feel free to contact William Simonsick (williamsimonsick@nlsla.org) or Trinidad Ocampo (trinidadocampo@nlsla.org) if you have any questions or would like further information on what NLSLA is observing in regards to the usage of housing court forms by SRL individuals.	No further response required.
2.	Abby Frost Lucha, Esq. FLF/FCS Director/ LSHC Manager/ CIU Manager Superior Court of California, County of Marin	NI	I am not seeing that this is a required form for service on defendant. • Should we require a party to serve a form? o Otherwise defendant may not know this is a possibility AND o The language in the new CRC 3.2005 reads in part: "Courts should encourage participation, to the extent feasible, in at least one opportunity for resolution before trial"	The committee has recommended the adoption of form UD-155 for optional use. The committee believes that the policy goal stated in new rule 3.2005 can be achieved without requiring litigants to use form UD-155 and without requiring its service on litigants.
3.	Orange County Bar Association by Michael A. Gregg, President Newport Beach	A	Agree	The committee thanks the Orange County Bar Association for its input.
4.	Public Law Center by Jonathan Bremen	NI	Public Law Center (PLC) is a 501(c)(3) not-for-profit organization that provides free civil legal services to low-income individuals and families	See the committee's responses to PLC's specific comments, below. The

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	Staff Attorney, Impact Litigation Gina Verraster Staff Attorney, Operation Veterans Re-Entry Ryan Ueda Supervising Attorney, Operation Veterans Re-Entry Richard Walker Supervising Attorney, Housing and Homelessness Prevention Unit		across Orange County. The civil legal services that we provide include consumer, family, immigration, housing, veterans, community organizations, and health law. PLC commented previously on Invitation W23-03 and appreciates the opportunity to comment on Invitation SPR23-08, regarding: (1) the adoption of California Rules of Court, rule 3.2005; and (2) a new form (UD-155) for optional use in unlawful detainer cases.	committee thanks PLC for its previous comments as well.
			I. Proposed Rule 3.2005 PLC supports the use of alternative dispute resolution processes in unlawful detainer actions, as it helps our clients reach a mutually satisfactory resolution more quickly and efficiently than going through the traditional legal process. PLC also supports the comment related to subdivision (a), which helps ensure both parties can engage in the dispute resolution process regardless of financial means.	The committee thanks PLC for this information and notes its support for the advisory committee comment (a) for rule 3.2005.
			II. Proposed Form UD-155 (*Eviction Case Stipulation*) As discussed in our previous comments letter, PLC generally supports the adoption of form UD-155, as its plain language would assist our pro per unlawful detainer clients in reaching settlements with their landlords. However, PLC recommends additional minor modifications to the form to better protect the rights of our clients.	See the committee's responses to PLC's specific comments, below.
			A. Instructions The fourth bullet point in the "Instructions" section reads: "If the parties do not reach an agreement, the case will go to trial and the judge will hear from both sides and decide if the tenant has to move out and pay money (if plaintiff asked for money in Complaint – Unlawful Detainer (UD-100))." However, there may be instances where the plaintiff has filed a complaint on pleading paper rather than the Judicial Council form. To address this	The committee acknowledges that form UD-100 is optional. In the recommended form, the bullet has been simplified to state "the complaint" without reference to form UD-100.

	Commenter	Position	Comment	Committee Response
			potential issue, PLC recommends amending the parenthetical statement to read: "(if plaintiff asked for money in its Complaint [e.g., Complaint – Unlawful Detainer (UD-100)])."	
			B. Section 4 Under Section 4, the last sentence of the Stipulated Judgment paragraph says, "The eviction judgment against the defendant will become public." However, Code of Civil Procedure section 1161.2 ("CCP section 1161.2") restricts public access to the records in an unlawful detainer for 60 days from the date the complaint is filed. The records are only accessible to the public if judgment is entered in favor of the plaintiff within 60 days of filing of the complaint or after trial more than 60 days since filing of the complaint. CCP section 1161.2 does not provide for public access to records in the case of settlement. In other words, if the parties settle, then the records *must* be sealed. Thus, Section 4 should not indicate that the judgment against the defendant will become public.	The committee believes that the last sentence of the paragraph is accurate if the word *may* is used instead of *will* because there may be circumstances in which the case records may not be sealed. The committee believes it is important, as urged by commenters during the previous invitation-to-comment cycle, to provide a warning to the parties of the effect of a stipulated judgment.
			C. Section 7 Regarding Sections 7 and 9, PLC has concerns about the inclusion of the Latin phrase "ex parte" in parentheses. While subsequent paragraphs provide information on the timing and method of notice, adding the phrase may make the form less accessible. PLC acknowledges that there may be value in informing unrepresented parties that they must style their request for order to enforce the stipulation as an "ex parte" request, rather than simply labeling it as a "Notice of Motion and Motion" on the cover sheet. Nonetheless, PLC is uncertain if this benefit outweighs the potential for confusion or consternation caused by having an undefined legal term such as "ex parte" included in the form. Moreover, the phrase "ex parte" could create confusion because of the ex parte notice timing under the Cal Rules of Court, which might conflict with this form's two days' notice. If the Judicial Council deems it important to specify "ex parte," perhaps it could	The committee agrees with the suggested phrasing "without the usual amount of notice" and has used ex parte application only as needed. The committee has revised item 7 in the recommended form and added information about the ex parte application and hearing process with a citation to the California Rules of Court. To the extent PLC asks for a change to 2 court days' notice, the comment is now moot because in the recommended form the committee has revised item 7 and item 9 to leave the form silent as to the time frames that might be sought or available from a court.

	Commenter	Position	Comment	Committee Response
			be modified to read "(ex parte - without the usual amount of notice)," or a similar phrasing. In addition, for clarity, PLC recommends amending subdivision (a) to read: "Before requesting a court hearing, Plaintiff will give 2 court days' notice to defendant"	
			D. Section 11 Section 11 should clarify that if the plaintiff seeks eviction and lockout, the notice procedures in Sections 7 and 9 apply.	In the recommended form, the committee has expanded item 11 to reference an ex parte application, notice, and hearing without specifying time frames that might be sought or available from a court.
			III. Conclusion While proposed form UD-155 aims to facilitate the early resolution of unlawful detainer cases, it is crucial that additional revisions and adjustments are made to ensure fairness for all parties. At PLC, we are concerned about the lack of access to justice for individuals who are facing an unlawful detainer and do not have access to legal assistance. These individuals are at a disadvantage and are likely to be unprepared, uninformed of their legal rights, and under stress during any form of early dispute resolution. To ensure that the settlement process is fair for all parties, it is essential to create forms that are easy to understand and that provide a level playing field for all litigants. PLC appreciates the efforts made by the Judicial Council Civil and Small Claims Advisory Committee to make this form as accessible and comprehensive as possible. Should you have any questions, please do not hesitate to reach out to PLC using the contact information below.	No further response required.
5.	Superior Court of California, County of Los Angeles	AM	The following comments are submitted on behalf of the Los Angeles Superior Court.	The committee thanks the commenter for the information submitted on behalf of the Los Angeles Superior Court.

	Commenter	Position	Comment	Committee Response
	by Bryan Borys Director of Research and Data Management		Regarding UD-155, Eviction Case (Unlawful Detainer) Stipulation form:	
			o Page 1, Instructions, 4th bullet: Suggest replacing "judge" with "judicial officer" as not every location has a judge assigned to handle UD cases.	In the recommended form, the committee has expanded the bullet to include a jury, as suggested by the Western Center on Law & Poverty, below, but has retained "judge" because California Rules of Court, rule 1.6(12), defines judge as "a judge of the superior court, a commissioner, or a temporary judge."
			o Page 1, Section 3: "Apartment No." seems restrictive, as other property types could be in question, such as a unit, suite, back house, or garage conversion.	The committee understands the concern; in the recommended form, the main address line has been expanded to two lines and may be used to provide additional building information for other property types. The committee has also changed Apartment No. to Apt./Unit No., which may be used if it is applicable.
			o Page 1, Section 4: Suggest replacing "will" with "may" in the last sentence, "The eviction judgment against the defendant will become public."	The committee agrees and has made the change suggested in the recommended form.
			o Page 3, Section 7b and Page 4, Section 9b: What is the authority for the 6-10 day time frame?	The committee is persuaded by comments from the Joint Rules Subcommittee (below) that courts have different schedules for hearings and that agreement of the parties alone may not allow for a hearing to be held within the

	Commenter	Position	Comment	Committee Response
				6–10 day timeframe, especially if courts have different hearing schedules. The committee is also concerned that resolution of cases may be hampered by the 6–10 day timeframe originally proposed. Based on the comments received, the committee has revised item 7 and item 9 in the recommended form to directly reference the California Rules of Court on the subject of ex parte applications and to provide more general information about notice and hearing schedules without specifying timeframes that might be sought or available from a court.
			o Page 6, Section 11a(4): Only monetary lines are included for attorney's fees and court costs. What about past due rent and holdover damages?	The committee has expanded the payment information in item 11a(3) of the recommended form. The item was renumbered because items (a)–(c) were added.
			o Page 6, Section 11a(5): Can this sentence be interpreted to mean that defendant may pay in full the amount after the due date but before the court enters judgment and still remain in possession of the property?	To resolve potential confusion arising from full payments sent by defendant but not yet received by plaintiff, in the recommended form the committee has rephrased the sentence to focus on the plaintiff not seeking a judgment if plaintiff receives full payment after the due date but before entry of judgment. If a plaintiff does not want to agree to late receipt, the committee notes that item 11b (renumbered from 11a(5)) is

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	Commenter	Position	Comment	Committee Response
				optional.
6.	Superior Court of California, County of Riverside by Susan Ryan Chief Deputy of Legal Services	A	Does the proposal appropriately address the stated purpose? The stated purpose is to promote settlement opportunities. This new form does provide a canvas for parties to open a discussion if both parties are willing.	The committee thanks Riverside County Superior Court for the information provided.
			Are there terms or language in the proposed form that might be stated more plainly for self-represented litigants? If so, suggest alternative language for the committee to consider. The terms listed in the form are clear. Each section of terms are sorted into topics that are clearly defined with in the form. Though there are a lot of options, a litigant that reads through the options slowly should be able to navigate the form.	The committee thanks Riverside County Superior Court for the information provided.
			Are there other terms common to stipulated agreements in eviction cases that ought to be considered for inclusion on the form? If there are any common terms that might be added, specify which item the term would best be located under and any proposed phrasing for it. No. The form appears to contain a complete list of options typically included on a stipulation.	The committee thanks Riverside County Superior Court for the information provided.
			Are there other terms common to orders in eviction cases that might be considered for inclusion on the form? For example, does the form need to state when the case is to be calendared for dismissal? No. The form contains an abundance of options from questions about goals, possible consequences, and common provisions to consider both during a tenancy and after.	The committee thanks Riverside County Superior Court for the information provided.

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			Would the proposal provide cost savings? If so, please quantify. Though the quantity is uncertain, this will potentially allow the court to reducing the amount of negotiating on the day of trial which slows the calendar. Ideally, fewer trials will be needed.	The committee thanks Riverside County Superior Court for the information provided.
			What would the implementation requirements be for courts—for example, training staff (please identify position and expected hours of training), revising processes and procedures (please describe), changing docket codes in case management systems, or modifying case management systems? The court will need to train staff on the different options contained in the stipulation. Different options will require the court have different procedures. For example, some options might include the court sealing the case, setting OSC hearings, entering judgment, etc. Each of these will require the clerk to enter a set of codes and follow a procedure.	The committee thanks Riverside County Superior Court for the information provided.
			Would three months from Judicial Council approval of this proposal until its effective date provide sufficient time for implementation? Unable to comment on operations timeline. Self Help Legal Services will be able to train and share the new form with 3 months notice.	The committee thanks Riverside County Superior Court for the information provided.
			How well would this proposal work in courts of different sizes? Riverside County benefits from mediation programs through local legal aids as well as Civil Self Help Legal Services. Without such resources a smaller court may not be able to provide enough support for customers who want to mediate.	The committee thanks Riverside County Superior Court for the information provided.
7.	Superior Court of California, County of	A	Does the proposal appropriately address the stated purpose? **Yes.**	The committee thanks San Diego County Superior Court for the information

	Commenter	Position	Comment	Committee Response
	San Diego by Mike Roddy Executive Officer			provided.
			Are there terms or language in the proposed form that might be stated more plainly for self-represented litigants? If so, suggest alternative language for the committee to consider. **No, the language of the proposed form appears to be stated plainly for self-represented litigants.**	The committee thanks San Diego County Superior Court for the information provided.
			Are there other terms common to stipulated agreements in eviction cases that ought to be considered for inclusion on the form? If there are any common terms that might be added, specify which item the term would best be located under and any proposed phrasing for it? **No, the proposed form appears to capture the common terms included in stipulated agreements.**	The committee thanks San Diego County Superior Court for the information provided.
			Are there other terms common to orders in eviction cases that might be considered for inclusion on the form? For example, does the form need to state when the case is to be calendared for dismissal. **No.**	The committee thanks San Diego County Superior Court for the information provided.
			Would the proposal provide cost savings? If so, please quantify. **No.**	The committee thanks San Diego County Superior Court for the information provided.
			What would the implementation requirements be for courts—for example, training staff (please identify position and expected hours of training), revising processes and procedures (please describe), changing docket codes in case management systems, or modifying case management systems? **If the form remains optional, implementation requirements would be minimal and consist of informing affected staff that this form may be used by parties. If the form is made mandatory, in addition to notifying staff, it would require updating internal procedures and**	The committee thanks San Diego County Superior Court for the information provided. Form UD-155 is recommended for optional use.

	Commenter	Position	Comment	Committee Response
			updates to the court's case management system.	
			Would three months from Judicial Council approval of this proposal until its effective date provide sufficient time for implementation? **Yes.**	The committee thanks San Diego County Superior Court for the information provided.
			How well would this proposal work in courts of different sizes? **It appears the proposal would work for courts of all sizes.**	The committee thanks San Diego County Superior Court for the information provided.
			No additional Comments.	No response required.
8.	Trial Court Presiding Judges Advisory Committee (TCPJAC) and the Court Executives Advisory Committee (CEAC) (TCPJAC/CEAEC Joint Rules Subcommittee ["JRS"])	AM	**JRS Position: Agree** with proposed changes. The JRS notes the following impact to court operations: • Significant fiscal impact. • Impact on existing automated systems. • Trial court labor or employment related issues. • Requires development of local rules and/or forms. • Increases staff workload. • Impact on court security. • Results in additional training, which requires the commitment of staff time and court resources.	The committee thanks the subcommittee for this information.
			A JRS member provided the following comments on behalf of the subcommittee: Our court currently provides a UD settlement program funded by backlog monies. Due to the high volume of UD filings, the nature of post-pandemic UD cases and the housing crisis, UD cases are more difficult to resolve than 5 years ago and typically involve all possible defenses instead of only the failure to pay rent. Our mid-size court has 2 days of UD hearings scheduled each week and added 2 days of settlement conferences per week. The settlement conferences are staffed by pro tems but also require	The committee thanks the subcommittee for this information. For many of the reasons noted by the JRS member, the committee has serious concerns about the impacts of a mandatory pretrial settlement conference on court workloads and whether courts would have the resources necessary. The recommended new rule aims to increase opportunities for settlement before trial

	Commenter	Position	Comment	Committee Response
			courtroom space, courtroom clerks, bailiffs and IT infrastructure. We do not have self-help services for UDs other than the UD hotline. It takes longer to explain and educate litigants about the pros and cons of moving forward with a UD trial and the benefits of settlement. Small and mid-size courts are less able to absorb a UD settlement conference program than larger and more urban courts due to economies of scale and lack of access to services by community-based organizations. When backlog funds expire, there is no new source of funds available for our court to pay for this settlement program. While we are now authorized to use visiting judges for settlement programs, we have difficulty filling absences of sitting judges due to the shortage of visiting judges. We estimate the settlement program resolves 50% of cases, resulting in significant savings and efficiencies. Without this program, we will need to add up to 2 additional days of UD court and jury trials. However, we will reduce the number of courtrooms and court staff as existing departments will be required to absorb this work increase. One of the benefits of the current UD-115 is it is a short form and pro pers are less likely to become lost in the terms or cross-referencing. Our court uses an informal stipulated addendum to UD-115 to include terms missing from UD-115 that we typically use.	but does not to require courts to offer or use any particular settlement or alternative dispute resolution (ADR) process. The committee is recommending this approach because it is aware that staffing, funding, and resources may be issues for courts as it related to providing an opportunity for settlement before trial. That the JRS member estimates their court resolves approximately 50% of cases through its unlawful detainer settlement conference program is encouraging information. The committee hopes that rule 3.2005 and litigants' use of form UD-155 will provide additional avenues for parties to resolve eviction cases before trial. The committee also notes the JRS member's use of existing form UD-115 with a supplemental local form. The committee will continue to monitor the use of form UD-115 and will consider ways to improve that form as time and resources allow.
			The proposed UD-155 has great potential, but it is very long and may be trying to solve too many issues. It might be easier to separate a Stipulation and Conditional Judgment from a Stipulated Judgment. And, some terms still incorporate code sections instead of plain language. The following are some suggestions:	The committee recognizes that form UD-155 presents complex information in a lengthy form. The committee has revised the recommended form to simplify it as much as possible while still communicating accurate legal information. One of the starting points for the committee was that the existing

	Commenter	Position	Comment	Committee Response
				stipulated judgment form (UD-115), which had been criticized as being too narrow and not allowing for resolution of eviction cases without entry of judgment. The committee, therefore, chose to develop form UD-155 as an alternative to offer a fuller menu of options for use in resolving these cases while also maintaining form UD-115. With respect to the suggestions on the terms and language of form UD-155, see the committee's responses, below.
			(a) 5b(1) and (2): Delete	The committee does not recommend this change. The committee added these 2 options based on suggestions from several commenters in the previous invitation-to-comment cycle. The commenters noted that it was important to allow parties to choose a process that would not make minor breaches of a stipulated settlement agreement automatically evictable. The committee has chosen to maintain options (1) and (2) in item 5b.
			(b) 6a. A more detailed payment plan or example might help (although it takes space). We find that having a visual schedule of monthly payments is better than just a single lump sum or sentence. The language should clarify to defendants that payments received will be applied first to rent due that month and then to arrearages to better place the defendant on notice as a basis for default rather than making it a covenant for the plaintiff to perform.	The committee has replaced item 6b in the recommended form with a more visual schedule of payments as suggested. With respect to how payments will be applied, the committee has added two options. The first option indicates that payments under the payment plan

	Commenter	Position	Comment	Committee Response
				will be made in addition to regularly due rent payments. The committee made this an option because a payment plan may be agreed to even if all tenants have vacated the property/possession has been returned to the plaintiff. The second option allows the parties to acknowledge that any payments made will be applied first to regular rent due.
			(c) 7 and 9 (b)-(d). These paragraphs add a lot of terms for the ex parte hearing process that really are not necessary, will not get high use and may conflict with local practices. The important terms to specify are whether upon default a plaintiff will notify defendant and provide yet another opportunity to cure, if so how long, and that plaintiff will apply ex parte for judgment upon default and a writ of possession. It is too difficult to explain the variables of the ex parte process as well as all of the other UD terms. Plus, courts and judges handle ex parte UD defaults differently. Some judges will administratively process ex parte applications without setting an ex parte hearing. And, because UDs are exigent, an ex parte hearing may be set on shortened time less than traditional ex partes. Suggesting to a plaintiff that an ex parte upon default will not be held for potentially another 2 weeks could deter settlements.	The committee appreciates the subcommittee's concerns about the ex parte application and hearing process, especially that courts and judges handle them differently. The committee recommends revising items 7 and 9 to state the general requirements of an ex parte application, and to omit terms that are not necessary or potentially in conflict with local practices. The committee has added a citation to the California Rules of Court and noted that ex parte hearings and schedules differ by court.
			(d) 8b is an example of why you may wish to separate a stipulated conditional judgment from a stipulated judgment. This section will be checked by pro pers and attorneys who do not understand the difference between a conditional judgment and judgment. A writ will only issue upon a judgment for possession being entered.	The committee is not recommending changes in response to this comment. Item 8b is for cases in which the plaintiff is willing to give additional time to the defendant to surrender possession without that time necessarily being conditioned on any other terms of the agreement. For that reason, the

	Commenter	Position	Comment	Committee Response
				committee does not see a basis to change or remove the Conditional Judgment item, which is generally geared toward the defendant keeping possession if all conditions are satisfied.
			(e) 10.a. Delete	The committee does not recommend this change. The committee believes the option of a grace period is appropriate. As suggested by Western Center on Law & Poverty, the committee has added more detail in the recommended form to explain the effect of a grace period.
			10e. This is not understandable to a pro per. Release language could be helpful. Adding a provision that explains that there are other claims between the parties but that each party agrees to waive all other claims and cannot sue each other for any other relief known or knowable to the party as of the date the agreement is signed.	The committee is not recommending changes in response to this comment. For item 10e, the committee has not found alternative language that would be clearer to self-represented litigants. The committee believes "barring access" is clearer than "sealing" or "masking." With respect to the suggested release language in item 10h, the committee agrees that waiver of other known claims may be desirable to certain parties. If waiver is of interest to parties, then item 10*l* (Other) is available.
			10k. It might help to make security deposit its own subsection. Add language that if additional damages exist beyond regular wear and tear and the security deposit has been applied to overdue rent the landlord may pursue damages in a separate suit. At this point, most landlords have not had the chance to inspect the property.	The committee is not recommending changes in response to this comment. Security deposits are a separate item of the General Terms in item 10 in the recommended form. The committee has

	Commenter	Position	Comment	Committee Response
				moved the item up in the order. To the extent JRS suggests adding language about other damages for property damage, the committee notes that parties may use item 10*l* (Other) to address them.
			(f) 11. The first sentence is not fully accurate. Conditional judgments can also be used in non-possessory circumstances. You could add a paragraph indicating that possession has been surrendered and the case is converted to a limited jurisdiction case for damages.	The committee is not recommending changes in response to this comment. The committee believes that form UD-155 is better suited to addressing the most common conditional judgment—cases that involve possession and unpaid rent. In addition to non-possessory circumstances, the committee is aware that conditional judgments may be used in cases involving the plaintiff's breach of the covenant to provide habitable premises to defendant. To keep the form a more manageable length, however, the committee has chosen to focus on possession and unpaid rent.
			UD is one of the most complicated areas of law. The drafters should be commended for this work product.	No response required.
			Upon receipt of an at-issue memoranda, a court trial must be set within 20 days. With notice sent by mail and intervening weekends, it is difficult to schedule both settlement conferences and court trials in the brief statutory time period absent an advance waiver of time by both parties. This requires setting a settlement conference the day prior to a court trial. Changing the at-issue memorandum to request a settlement conference and to waive an additional 5 days might be a useful tool.	The committee will consider this suggestion in the future as time and resources allow. The committee notes that the suggested option may be available by local rule in courts that have the resources to use mandatory settlement conferences in eviction cases.

SPR23-08
Unlawful Detainer: Opportunities for Settlement Before Trial (Adopt Cal. Rules of Court, rule 3.2005 and approve form UD-155)
All comments are verbatim unless indicated by an asterisk (*)

	Commenter	Position	Comment	Committee Response
9.	Western Center on Law & Poverty by Lorraine A. Lopez Senior Attorney	NI	Western Center on Law & Poverty writes in response to the Judicial Council's Invitation to Comment SPR23-08, *Unlawful Detainer: Opportunities for Settlement Before Trial*. We greatly appreciate that the Judicial Council chose to make substantial revisions to the forms after taking into consideration comments from practitioners and advocates in response to Invitation to Comment W23-03. The current version of the form includes many revisions that make the forms clearer, provide meaningful notice of the effect of entering a settlement, and allow tenants an opportunity to engage in meaningful settlement negotiations. However, as outlined in this letter, there is still some room for additional revisions. We make these suggestions in consideration of the unfortunate reality that the unlawful detainer process is stressful and confusing for many tenants, especially in jurisdictions where free and low-cost legal services are not readily available. Thus, it is especially important to ensure that the forms accurately lay out each party's obligations and avoid unfairly burdening tenants with costs and fees that would not be included in a court judgment. Below we address the Council's specific inquiries and offer additional suggestions.	See the committee's responses to the Western Center on Law & Poverty's comments, below.
			I. Does the proposal appropriately address the stated purpose? The changes address the stated purpose in part by encouraging early resolution of cases and creating a framework that allows the parties to enter into a stipulated settlement agreement that does not necessarily result in an entry of judgment against a defendant(s) in an unlawful detainer case. The current draft of Form UD-155 includes revisions that are more fairly balanced than the prior iteration of the form which favored the plaintiff in terms of settlement outcomes.	The committee thanks the Western Center on Law & Poverty for its input.

	Commenter	Position	Comment	Committee Response
			II. Are there terms or language in the proposed form that might be stated more plainly for self-represented litigants? Yes, we have identified provisions in the form that could be more clearly stated for self-represented litigants. We have also identified provisions that should be revised to include additional information for self-represented litigants.	See the committee's responses to the suggested changes, below.
			A. Revision to Instructions. The fourth bullet point should include language indicating that a judge or jury may decide the outcome at trial. We suggest that the second sentence be revised to read "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 on *Complaint-Unlawful Detainer* (UD-100))."	The committee has expanded the phrasing in the recommended form to include a jury as suggested.
			B. Revisions to Section 4. The first bullet point should include additional language to make clear that the consequences of breaching a conditional judgment may result in the issuance of writ of possession in favor of the plaintiff. We suggest that the second sentence be split into two parts as follows: "A Stipulation and Order can include, but is not required to, a Conditional Judgment, which tells the court how to resolve the case if one of the parties does not do everything agreed to in the Stipulation and Order. *This may include entering an eviction judgment against the defendant and an immediate order to the Sheriff to lock out the defendant*."	The committee has added language in item 10 on the recommended form explaining Conditional Judgment in more detail. To the extent, the Western Center on Law & Poverty suggests more information in item 4, the committee believes the existing information is adequate.
			The last sentence in the second bullet point should be revised to say that an eviction judgment "*may*" become public instead of "*will*" become public so as not to contradict the parties' ability to choose the provision for sealing in Section 10(e).	The committee has made the suggested change in the recommended form.

	Commenter	Position	Comment	Committee Response
			C. Revision to Section 10(a) While a "grace period" is a common term for attorneys, this provision as drafted may create confusion for self-represented litigants as to how it applies. The suggested language below would make it clearer for litigants to determine when a grace period applies: "There is a grace period of _____ days to do anything in this stipulation where the parties have agreed to a specific due date for performance. The grace period would apply to the date(s) specified in the agreement."	The committee believes that the term "grace period" is relatively common and used outside legal contexts, for example, in billing and employment contexts. The committee nevertheless recommends expanding the language of item 10a to include more information about the effect of a grace period.
			III. Are there other terms common to stipulated agreements in eviction cases that ought to be considered for inclusion on the form? The current version of the form incorporated many of the suggested revisions from Western Center's comment letter from January 19, 2023. At this time, we do not have additional common terms to suggest.	The committee thanks Western Center on Law & Poverty for it previous comments.
			IV. Additional issues and proposed revisions. **A. Revise Section 6(a).** We reiterate our prior comment that the parenthetical under Section 6(a) should be deleted. If a judgment were to issue after trial in an unlawful detainer action, only holdover damages and attorney's fees and costs would be awarded to the landlord. We maintain that it is a misstatement to include "(Damages may include an amount based on daily rental value or any harm to the property.)" While the parties may negotiate their own terms in a settlement, it would be improper to suggest that property damages could be recouped as part of a settlement when such damages could not be awarded if the defendant was found guilty of unlawful detainer after a trial on the merits. If the form must include explanatory language under the chart in Section 6(a) that it should be consistent with	The committee has been persuaded that the form will better serve the parties without reference to other damages in item 6a (even if the parties could agree to include damages that might be recouped in a separate lawsuit in a settlement agreement). In the recommended form, the committee has revised the parenthetical for the damages table to narrow the language to what was requested in the complaint. The committee agrees that form UD-155 does not need to address other potential damages in item 6a. The committee

	Commenter	Position	Comment	Committee Response
			the language in the instructions such that it reads: "Damages may include an amount based on daily rental value if plaintiff asked for money on *Complaint-Unlawful Detainer* (UD-100)."	notes that the parties would not be precluded from agreeing to other damages or expressly reserving the issue of other damages in item 6e (Other) or item 10*l* (Other).
			B. Revise Order Subpart (b). This provision of the court's Order implies that the case may become public despite the agreement of the parties that the case is subject to seal in Section 10(e). Section 10(e) does not provide for any further authority for the court to unseal the case. We recommend that the language "until further order of the court" be stricken from this paragraph so that it is consistent with 10(e).	The committee is not recommending changes in response to this comment. Notwithstanding the agreement of the parties, there may be a basis for a court to unseal a case record in limited circumstances. To account for that possibility, the committee believes it is appropriate to keep the language "until further order of the court" in the order section. The language does not authorize a court to unseal a case, nor does it restrict a court from doing so in the appropriate circumstances. The committee therefore believes that the language should remain.
			C. Revise Section 11. In our previous comment we recommended that Section 11 should also refer to Section 7 outlining what happens when the defendant does not do everything that the parties agree is necessary to avoid an eviction judgment. Specifically, that "plaintiff may seek eviction and lockout (immediate possession of the rental property), subject to Section 7, if defendant does not comply with the material terms in this Stipulation." Since the current draft did not incorporate this suggested language, we recommend that if the parties opt for the Conditional Judgment and have agreed to the hearing process in Section 7, then a subsection should be	Instead of the cross-reference to item 7 suggested, the committee recommends adding information about notice and hearing for an ex parte application under the California Rules of Court and adding information that advises litigants that schedules and hearing times differ by court.

	Commenter	Position	Comment	Committee Response
			added to state, "Incorporate Provisions agreed to in 7." This is to ensure there is no confusion as the connection with the agreements as set forth in Sections 6 through 10.	
			D. Add a declaration attesting to translation of the stipulation. As currently drafted, the stipulation form still does not include any attestation as to whether the parties received translation assistance. Since all legal pleadings in the State of California must be filed in English, it is important that litigants with limited English proficiency receive interpretation (verbal) and translation (written) services during settlement negotiations, drafting of the agreement, and prior to signing. This is true even if the judicial council plans to release these forms in a version for each dominant language spoken in California. The form should include a notice in all dominant languages spoken in California notifying litigants that they should secure an interpreter/translator to assist in the preparation of the settlement agreement. In addition, the form should include an attestation for litigants requiring translation services that they have received those services in the preparation and execution of the stipulation. If available, there should also be an attestation for an interpreter to sign as well to certify that the document was translated.	The committee appreciates the concerns raised. The committee agrees that language access is critical. Adding an attestation to the form that indicates that translation services were received, however, would be confusing if those services are not available. To the extent the commenter is suggesting a notice advising litigants that they should secure an interpreter/ translator to assist in the preparation of the settlement agreement in other dominant languages, the committee will consider adding such notices in other languages as translation resources become available.
			E. Retire Form UD-115. We maintain our position that form UD-115 should be eliminated and replaced by UD-155. UD-155 is comprehensive enough to serve the same purpose as form UD-115 if the parties agree to a stipulated judgment. Form UD-115 has not been substantially revised since 2003 and is not used by advocates in a large majority of the State. For example, advocates in Los Angeles County have long utilized a local court form (LACIV-136) or draft their own settlement agreement pleadings. Most advocates around the State have long phased-out the use of UD-115 for settlement purposes. As previously stated, retaining UD-115 will create conflict with the	The committee thanks the Western Center on Law & Poverty for the information concerning form LACIV-136. The committee believes that form UD-115, which is also optional and much shorter, should remain an option. Form UD-115 is an alternative stipulation for entry of judgment only. Though form UD-115 has more limited use, the committee is aware that it is regularly used by at least one court with

	Commenter	Position	Comment	Committee Response
			framework envisioned by UD-155.	an unlawful detainer settlement program. Because both forms are optional, the committee does not see a conflict between them. The committee will consider whether to propose revising form UD-115 as time and resources permit.
			Conclusion While intended to facilitate early resolution of unlawful detainer cases, it is necessary to adopt these additions and revisions to ensure that the form places the parties on equal footing, provides essential information, and is easy to navigate during the negotiation process. We appreciate your efforts to make the proposed forms as accessible and comprehensive as possible. Thank you for your work and thank you for the opportunity to provide additional comments. If you have any questions, please feel free to contact me at llopez@wclp.org.	No further response required.

W23-03
Unlawful Detainer: Opportunities for Settlement Before Trial (Adopt Cal. Rules of Court, rule 3.2005 and approve form UD-155)
All comments are verbatim unless indicated by an asterisk (*)

	Commenter	Position	Comment	Committee Response
1.	Alliance of Californians for Community Empowerment (ACCE) by Leah Simon-Weisberg Legal Director	NI	We write on behalf of ACCE Institute to provide comment on the proposed Rule 3.2005 and proposed form UD-155. ACCE Institute is a statewide grassroots organization with offices in six cities and a legal department. We have over 6,000 members statewide. ACCE's legal department is composed of career tenant attorneys who have litigated unlawful detainer cases in five different counties in California. **We strongly object to the Form UD-155 in its current form and propose that more equitable terms be added.** The form's proposed terms are not common in unlawful detainer cases in all California jurisdictions. Instead, they include many one-sided terms that steer defendants into unnecessary move-out agreements, money judgments, and easily breachable stipulations that risk homelessness over minor infractions. These are not terms that we recommend to clients we represent, and many are terms on which we have never settled an unlawful detainer case before. Most tenants appear unrepresented in unlawful detainer actions, without sufficient access to legal services. Many have less information about legal processes and are easily convinced to enter into settlement agreements that they do not understand. Without a balanced framing of the possible settlement terms, unrepresented litigants are likely to agree to one-sided outcomes. In unlawful detainer actions, the proliferation of forms such as these can easily translate to an increase in homelessness. Without substantial edits to this form, we object to any use of Form UD-155. A list of our proposed issues and changes, based on common unlawful detainer settlement practices in the courts we have litigated in, are included with this comment. Below are our responses to the Judicial Council's request for specific comments.	The committee thanks ACCE Institute for their input. See the committee's responses to the specific comments, below. The committee substantially modified proposed form UD-155 in light of this and other comments as described below and recirculated it for further comments.
			1. Does the proposal appropriately address the stated purpose? **A. Proposed Rule 3.2005(a) - Policy Favoring an Opportunity for Resolution Without Trial** We support this proposed rule with changes. We favor policies that promote opportunities for resolution of unlawful detainer cases before trial. However, certain programs are less likely to promote fair and just resolution for unrepresented litigants.	The committee disagrees. The committee does not believe that it would be appropriate to eliminate mediation from the proposed rule or to emphasize participation in dispute resolution by represented

Positions: A = Agree; AM = Agree if modified; N = Do not agree; NI = Not indicated

	Commenter	Position	Comment	Committee Response
			We believe that prior dispute resolution opportunities like settlement conferences are most helpful when both parties are represented. Additionally, we do not believe that mediation is a good practice in settling unlawful detainer cases. Our experiences with in-court mediation is that it tends to favor agreements that are one-sided towards plaintiffs. We find that mediations often result in move-out agreements, even when a defendant has substantial defenses in their case. We therefore suggest the following edit: "The intent of this rule is to promote opportunities for resolution of unlawful detainer cases before trial. Courts should encourage participation, to the extent feasible, in at least one opportunity for resolution before trial, including but not limited to a settlement conference~~**, mediation,**~~ or another alternative dispute resolution process**, especially where both parties are represented by counsel**."	parties. The rule is intended to apply regardless of whether a party has representation. Further, mediation can be beneficial to both plaintiffs and defendants. Mediators are specially trained to help people with conflicts find constructive ways to resolve them. Mediation allows the parties involved in a case to choose solutions that work best for them.
			B. Proposed Rule 3.2005(a) - Exemption for mandatory settlement conference statement deadline We believe that explicitly permitting courts to exempt parties from the mandatory settlement conference statement deadline will promote effective settlement, and have seen it in practice already in courts that we practice in.	The committee appreciates the commenter's input.
			C. Proposed Form UD-155 We believe that, with substantial and meaningful changes, UD Form-155 could be used to facilitate settlements between landlords and tenants. In its current form, however, it is likely to encourage one-sided stipulations that primarily benefit landlords and lead to evictions and homelessness. Our proposed changes are below.	The committee substantially modified proposed form UD-155 in light of this and other comments as described below and recirculated it for further comments. See the committee's responses to ACCE Institute's specific comments on proposed form UD-155, below.
			Additionally, while we understand that this form is intended to replace a form 115, which encourages entry of judgment, we do not believe that form UD-115 is currently	The committee disagrees with this comment because it is not recommending form UD-155 as

	Commenter	Position	Comment	Committee Response
			widely used. Form UD-155 could therefore displace accepted settlement practices in courts where the terms listed here are not typically used.	a replacement for form UD-115, but as an optional plain-language form for use in various types of settlements. Optional form UD-115 is an alternative only for entry of judgment. Neither form is required and therefore they need not displace any existing settlement practices.
			2. Are there other terms common to stipulated agreements in eviction cases that ought to be considered for inclusion on the form? Many if not most of the terms proposed in Form UD-155 are not common in the courts that we practice in. We believe that these are one-sided terms that strongly favor plaintiffs. While there may be some jurisdictions in which the proposed terms are used, they are not common in areas where there is not an expectation that every tenant will have to leave their home simply because an unlawful detainer action is filed. We strongly object to the Judicial Council promoting a form that contains provisions that steer defendants into move-out agreements, serious risk of eviction judgments, and homelessness. Some defendants appear at settlement conferences with substantial defenses. Defendants who have had pretextual unlawful detainer actions filed against them should not be encouraged to forego their rights. Below we explain our concerns with Form UD-155 and propose edits to bring it into line with common settlement practice.	See the committee's responses to ACCE Institute's specific comments on form UD-155, below.
			A. Insufficient Explanation That a Conditional Judgment can Result in an Eviction Judgment	The committee modified the proposal in light of this and

	Commenter	Position	Comment	Committee Response
			[*Language of item 4's bullets omitted.] Explanation: Section 4 includes the option to choose a stipulated judgment or conditional judgment, but fails to explain in plain language that a stipulated judgment will have the effect of the defendant losing the case and that the defendant will be evicted with a public eviction judgment that will prevent them from finding new housing. It similarly does not explain that a conditional judgment could have that effect. Proposed changes: A Stipulation and Order tells the court about the parties' agreement and makes it part of the court record. A Stipulation and Order can include a Conditional Judgment, which tells the court how to resolve the case if one of the parties does not do everything agreed to in the Stipulation and Order**, such as entering an eviction judgment against the defendant**. Once signed by the court, the stipulation becomes a legally binding order. A Stipulated Judgment is similar except that it ends the case once the court signs the Stipulation. If the Stipulation and 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 and had an eviction judgment entered against them. The plaintiff can then proceed to have the sheriff lock out the defendant. The eviction judgment against the defendant will be public.**"	other comments and recirculated it for further comments. The committee agrees that it is important for the form to explain in clear and accessible terms the consequences of a conditional judgment. Considering the comments received on the second invitation to comment, the committee is recommending language like what the commenter has suggested to item 4 and item 11. Based on other comments, the committee changed the warning about the eviction judgment being public to a warning that it "may become public."
			B. The Stipulation Form Should Not Default to Making All Terms of the Settlement Agreement Evictable in Case of Breach. [*Language of item 5.a–c omitted.] Explanation: The stipulation asks the parties to choose whether the defendant will move out or stay in the property only if the defendant follows all terms of the agreement. In our experience,	The committee modified the proposal in light of this and other comments and recirculated it for further comments. The committee is recommending options allowing the parties to agree that everything or only some

	Commenter	Position	Comment	Committee Response
			parties often ask for additional terms in a settlement agreement that may not be material. Often these terms are not actions for which the defendant could have been evicted in the original action. When drafting such settlement agreements, our clients typically do not agree to make the penalty for breaching these extra terms entry of judgment, which is an extreme and disfavored remedy. Often there are extra terms that the parties want to be legally enforceable but not evictable. This is a difficult distinction for many low income people to understand. Conversely, many landlords try to take advantage of this lack of understanding and throw in a term saying that the tenant agrees to comply with their lease - so that any small noncompliance, which normally would not be evictable, could now result in the tenant's eviction. This is especially troubling given the recent proliferation of lease agreements that are dozens of pages long, filled with countless unlawful or legally unenforceable terms. Further, the stipulation presupposes that as part of the settlement the defendant must do something specific in order to not be evicted. In our experience, there are eviction actions settled where the plaintiff agrees that the defendant can stay, with no terms that are further enforced by an eviction judgment. Proposed changes: 5) "Purpose of the Stipulation **a. ☐ Defendant will stay in the rental property.** b. ☐ Defendant will stay in the rental property if defendant does ~~everything~~ **certain actions** agreed to in this Stipulation **that will lead to an eviction judgment if defendant does not perform them.** c. ☐ Defendant will move out of (vacate) the rental property with conditions stated in this Stipulation. **d. ☐ Defendant has already moved out of (vacated) the rental property.** e. ☐ Other (describe any other purpose of the Stipulation)"	terms are material to the agreement. The committee is not recommending adding "Defendant has already moved out of (vacated) the property" as an option in item 5 because that does not reflect the purpose of the stipulation. If a defendant has already vacated the property, the Other option at the end of item 5 may be used to state the agreement's purpose.

	Commenter	Position	Comment	Committee Response
			C. Payment Terms Should Define all Payment Types and Clarify Total Amount Owed [*Language of item 6.a /table of payment terms omitted.] Explanation: In the amount to be paid by the defendant, there is an 'other' category of costs that is not specifically defined. This is a change from form UD-115, which does require that the 'other' category of payment be specifically defined. In our experience, many landlords will attempt to add extra costs as a condition of settling a case with a pro-per defendant. To prevent predatory and disproportionately large settlements, all costs should be specifically delineated. Additionally, this section does not contain a term stating that this amount is all money owed to the plaintiff by the defendant at this time. Without such a term, the case might resolve with the payment, but the defendant could be charged additional funds later on due to the ambiguity in this stipulation. Finally, this section should contain a term to acknowledge the plaintiff's receipt of the defendant's payment in court or some other location, if the defendant pays at the time the stipulation is signed, which occasionally happens. Proposed changes: 6) Defendant agrees to do the following a. ☐ To pay the following: Past Due Rent Damages Attorneys Fees Court Costs Other **(define)**:_____ Total $ $ $ $ $ $ ☐ **Plaintiff and defendant agree that this amount is all that defendant owes plaintiff as of the date of this stipulation.** ☐ **Plaintiff acknowledges receipt of defendant's payment of $_____.**	The committee modified the proposal in light of this and other comments and recirculated it for further comments. The committee agrees in part with the commenter's suggestions and added information to item 6a. The parties may agree that the total is all that is owed (item 6a(1)) and acknowledge that defendant has paid in full (item 6a(2)). The committee has eliminated "Other" as an option from the payment terms table. If there is another item to be paid, it can be identified in the "Other" option at the end of item 6.
			D. The Judicial Council Should not Encourage Waiver of Stays and Relief from Forfeiture in Case of Move-out	The committee modified the proposal in light of this and

	Commenter	Position	Comment	Committee Response
			[*Language of item 6.d omitted] Explanation: We never advise our clients to waive stays of execution, even when they agree to move out per the terms of stipulation. We also do not advise waiving other emergency relief, such as the right to request relief from forfeiture. These are emergency measures that should never be removed and are only applicable in very limited circumstances; we believe in particular that waiving stays of execution can be an unconscionable term. We strongly object to any suggestion that defendants should agree to such terms, much less a stipulation that has such terms as its only move-out option. Proposed changes: 6) Defendant agrees to do the following … d. ☐"To move out of (vacate) the rental property no later than midnight____ **~~and not to request any further delays (or stays of execution).~~"**	other comments by deleting the waiver of stays of execution in item 6d and recirculated it for further comments. For clarity, the committee also replaced "midnight" with "11:59 p.m."
			E. All Terms of the Agreement Should not Result in Eviction in Case of a Breach by Defendant [*Language of item 7 omitted.] Explanation: The current language essentially requires that breach of any term in the stipulation by the defendant will result in the defendant's eviction, even if a minor term. Often landlords add terms that had nothing to do with the case into their settlement agreement; their inclusion should not allow the landlord to evict the tenant. Additionally, we do not believe that characterizing an ex parte motion as without one party's participation is accurate, especially where a defendant has the ability to participate in a resulting hearing. Proposed language:	The committee modified the proposal in light of this and other comments, adopting a phrasing similar to "that the parties agree are necessary to avoid an eviction judgment," and recirculated it for further comments.

	Commenter	Position	Comment	Committee Response
			7. "If defendant does not do everything ~~**agreed to**~~ **in this agreement that is a material term** "Defendant agrees that plaintiff can tell the court ~~**without defendant's participation**~~ (ex parte) how defendant has not complied with the Stipulation and ask the court to quickly make the judgment in the eviction case as follows"	
			F. Unequal Enforcement of Terms, Especially Terms that Lead to Evictions [*Language of form items 7 and 9 omitted] Explanation: The enforcement terms proposed in the form stipulation propose that plaintiff be able to seek an order of enforcement, including for entry of judgment against plaintiff, with no notice and no hearing. In contrast, it proposes that the defendant can seek enforcement only after two days' notice to plaintiff and a hearing in 6-10 days. These unequal terms belie the fact that the remedy suggested for plaintiff to enforce judgment is by evicting defendant, and that the remedy suggested for defendant is simply an order requiring plaintiff to comply with the terms already agreed to. In our own practice, only advise defendants to agree to terms that could lead to entry of judgment where absolutely necessary. Often there are terms included in an agreement that do not lead to entry of judgment against the defendant, because such a remedy is too extreme in relation to the plaintiff's requested terms. Additionally, the terms we commonly see in such a situation are at least two court days' notice and the opportunity to respond in a hearing, so that the defendant is not evicted based on facts that are not actually true and the opportunity to present evidence. The no notice framework is an invitation for a bad faith actor to evict a tenant without due process. Additionally, the defendant deserves a better enforcement mechanism against the plaintiff, especially since the defendant may be enforcing terms such as repairs that the plaintiff is required to make within a specified amount of time. Proposed changes:	The committee modified the proposal in light of this and other comments and recirculated it for further comments. The committee is not recommending adding a check box that reads, "If defendant does not do this, defendant can be evicted" below each term in items 6 and 10, as suggested by the commenter. Instead, the committee is recommending the addition of items 5b(1) and (2) which will allow form users to specifically identify which terms are necessary to avoid eviction. In light of comments received on the second invitation to comment, the committee has revised items 7 and 9 to make the notice and hearing information more general and to omit the list of potential results.

	Commenter	Position	Comment	Committee Response
			To fix this serious issue, we propose adding a check box below each of the terms in Section 6 and Section 10 that reads, "If defendant does not do this, defendant can be evicted." Any of the form's brevity lost in such a change will be outweighed by the clarity it will provide to unrepresented litigants. That way, both parties can clearly choose which terms could result in eviction if they are breached, and which will not. We also propose an additional edit as listed below. 7. If defendant does not do everything agreed to **that is listed as resulting in eviction,** … a. Notice ~~(check one):~~ ☐ ~~Plaintiff is not required to give additional notice to defendant.~~ ☐ Plaintiff will give **2 court days'** ~~hours'~~ notice to defendant **at** _____. b. Hearing ~~(check one)~~ ☐ ~~The court can make the judgment without holding another hearing~~ ☐ ~~Plaintiff can ask the court for a hearing~~ **Plaintiff will ask the court for a hearing in 6–10 days.** c. Result (check all that apply): **(1) ☐ That defendant be ordered to do what was promised** (2) ☐ That defendant be ordered to move out (evicted) and locked out (immediate possession) of the property identified in 3. (3) ☐ That defendant be ordered to pay any amount of money still unpaid (4) ☐ Cancellation of the rental agreement (5) ☐ Other 9. If the plaintiff does not do everything agreed to Plaintiff agrees that defendant can tell the court without plaintiff's participation (ex parte) how plaintiff has not complied with the Stipulation and ask the court to quickly act as follows: d. Notice: Defendant will give 2 days notice to plaintiff. d. Hearing: Defendant will ask the court for a hearing in 6–10 days. d. Result:	

	Commenter	Position	Comment	Committee Response
			☐ That plaintiff be ordered to do what was promised, to pay damages, or both. ☐ That plaintiff be ordered to pay damages ☐ That plaintiff be ordered to immediately make repairs ☐ **Other:** _____	
			G. The Form Should Clarify that the Payment Amount Stated in the Agreement is the Full Amount Owed [*Language of item 8.c omitted.] Explanation: The proposed form suggests that the payment amount agreed on in the form is all that is owed, but does not specifically state this. Its current language also suggests that plaintiff is entitled to charge interest and fees, which may not be the case. We propose language to clarify this point. Proposed language: 8. Plaintiff agrees to do the following (Check all that plaintiff agrees to.) … **c.** ☐ **That the amount listed in section (6) of this agreement is the full amount that defendant owes plaintiff as of this date.** Plaintiff shall not charge ~~**To waive all**~~ fees and interest for the amount owed and **shall** make the payment plan interest/penalty free.	The committee modified the proposal in light of this and other comments by recommending an option to indicate that the amount is all that is owed at the time of the Stipulation and recirculated it for further comments.
			H. A Defendant's Failure to Pay on Time or Minor Breach Should not Necessarily Lead to an Eviction Judgment or Increased Costs [*Language of item 11.a–b omitted.] Explanation: This provision suggests that if a defendant fails to pay an agreed-on amount in time, then not only should judgment be entered against them, but they should have a judgment for rent, damages, attorney fees, and court costs entered against them. We	The committee modified the proposal in light of this and other comments, adding items 5b(1) and (2) which will allow form users to specifically identify which terms are necessary to avoid eviction, and recirculated it for further comments. In light of

	Commenter	Position	Comment	Committee Response
			ordinarily see agreements that may agree to entry of judgment in such a case, but that do not agree to add additional costs in such a case beyond those already agreed to in the stipulation. Additionally, the stipulation should make clear to defendants which terms they can be evicted for and which are not evictable. Incorporating the general provisions of Item (10) will not put defendants on notice for such an important provision of an agreement. Proposed changes: "11. Conditional Judgment (Skip if the parties do not want the court to enter a conditional judgment.) Defendant will stay in the rental 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 as soon as defendant has done everything agreed to in this Stipulation. But plaintiff may seek eviction and lockout (immediate possession of the rental property) if defendant does not do everything agreed to in this Stipulation **that the parties agree below is necessary to avoid eviction**." a. ☐ If defendant delivers the sum of $ in cash, certified check, cashier's check, or money order to plaintiff/plaintiff's lawyer by (time):_____ on (date): _____at (state delivery terms):_____ then defendant will retain possession of the rental property and plaintiff will dismiss the action with prejudice. If defendant does not deliver the agreed-upon sum of money as stated in this Stipulation, then plaintiff may file a declaration regarding the nonpayment **as listed in section 7** and may enforce (check all that apply) **_____the eviction (writ of possession), (defendant will be locked out of the property)** **_____cancellation of the rental agreement/lease,** **_____a judgment for in rent and damages, (defendant will have an eviction judgment entered against them and owe money to plaintiff)** **_____in attorney fees**	comments received on the second invitation to comment, the committee has provided additional information about the conditional judgment and the ex parte application process.

	Commenter	Position	Comment	Committee Response
			_____ in court costs. **☐ However, if defendant pays in full before judgment is entered, no judgment shall be entered against defendant.** b. ☐ Incorporate General Provisions agreed to in (10). **The following provisions must be complied with by defendant or plaintiff will be able to enter an order against defendant for eviction (list all that apply):** _____	
			Conclusion Thank you for your consideration. In making decisions related to the proposed rule and form UD-155, we ask that you keep in mind that most defendants in eviction proceedings are unrepresented and have an imbalance of information and resources as compared to the plaintiffs. Defendants in unlawful detainer actions already must litigate their cases on expedited timelines, without the ability to cross claim, in a setting where a judgment results in homelessness. No other civil litigants are treated in this manner. We further ask that the Judicial Council ensure that its policies not exacerbate these existing inequities and contribute to the statewide housing crisis.	No further response required.
2.	Bay Area Legal Aid by Consuelo Amezcua & Asma Fatima Husain, Staff Attorneys	NI	Bay Area Legal Aid writes in response to the Judicial Council's Invitation to Comment W23-03, *Unlawful Detainer: Opportunities for Settlement Before Trial*. We appreciate that the Judicial Council is attempting to address the challenge of meaningful settlement opportunities in unlawful detainer cases, especially as we stand on the brink of a wave of evictions once the remaining COVID-19 eviction protections expire. We are generally in favor of early dispute resolution in unlawful detainer cases, but as outlined in this letter, we have concerns regarding the substance of the proposed form as well as the accompanying proposed change to the California Rules of Courts. We raise these concerns because the unfortunate reality is that tenants are on unequal footing when it comes to dispute resolution because they do not always have the benefit of legal counsel, especially in jurisdictions where free and low-cost legal services are not readily available. Thus, it is especially important to ensure that the forms make it easy for tenants and landlords to make agreements that preserve tenants' housing and avoid unfairly burdening tenants with costs and fees that would not be included in a court	The committee thanks Bay Area Legal Aid for its input. See the committee's responses to the specific comments, below.

	Commenter	Position	Comment	Committee Response
			judgment. It is also important that the forms be clear, easy to use, and allow tenants an opportunity to engage in meaningful settlement negotiations.	
			Below we address the Council's specific inquiries and offer additional suggestions. **I. Does the proposal appropriately address the stated purpose?** The changes address the stated purpose in part by encouraging early resolution of cases and creating a framework that allows the parties to enter into a stipulated settlement agreement that does not necessarily result in an entry of judgment against a defendant(s) in an unlawful detainer case. However, as drafted, Form UD-155 favors the plaintiff in terms of settlement outcomes. Many of the terms included in the form are not common in unlawful detainer settlements and are one-sided. Advocates and attorneys who regularly engage in the settlement of unlawful detainer cases would be glad to provide additional input and work with the Judicial Council to revise the current proposed form. Unlawful detainers are summary proceedings and move exceptionally quickly. Tenants who are low-income, disabled, elderly, or of limited English proficiency already have a difficult time seeking and obtaining legal assistance and representation on such a shortened timeline. Tenants are more vulnerable earlier in the process and they are more likely to engage in settlement negotiations without understanding their legal rights or what they may request as part of a settlement. Tenants in unlawful detainer actions are facing the loss of their housing and stability and are more likely to enter negotiations in a heightened state of stress and duress. The unequal power dynamic in landlord-tenant relationships only heightens this stress. To facilitate genuine and fair dispute resolution, the form needs extensive revisions and additions so there is not an imbalance of justice.	The committee substantially modified proposed form UD-155 in light of this and other comments and recirculated it for further comments.
			A. Proposed Rule 3.2005 Proposed Rule 3.2005 has the potential to place defendants in a precarious situation if they are mandated to engage in formal dispute resolution, such as mandatory settlement	The committee modified the proposal in light of this and other comments and recirculated it for further

	Commenter	Position	Comment	Committee Response
			conferences or mandatory mediation if these options are not provided at no-cost to the parties. Therefore, we suggest the following changes (in bold) to proposed Rule 3.2005: Rule 3.2005. Settlement opportunities (a) Policy favoring an opportunity for resolution without trial The intent of this rule is to promote opportunities for resolution of unlawful detainer cases before trial. Courts **may** encourage participation, to the extent feasible, in at least one opportunity for resolution before trial, including but not limited to a settlement conference, mediation, or another alternative dispute resolution process **at no-cost to the litigants**. (b) Exemption for mandatory settlement conference statement deadline **For Courts with local mandatory settlement conference rules in unlawful detainer cases**, the court may **exempt the parties** from the five-court-day deadline for submitting a settlement conference statement set out in rule 3.1380(c). **A party who fails to timely submit a settlement conference statement shall not be subject to sanctions, monetary or otherwise.** The changes in subsection (a) are consistent with many alternative dispute resolution programs that already exist in some jurisdictions, where those programs are provided at no cost to litigants. This ensures that both parties can engage in the dispute resolution process regardless of financial means. Further, in recognition of limited judicial resources and limited access to free alternative dispute resolution options in some jurisdictions, the rule should encourage but not mandate any form of dispute resolution that will raise financial barriers to low-income litigants. For example, in May 2020, the Napa Superior Court began offering voluntary settlement conferences via Zoom and, now in-person, for unlawful detainer actions. The voluntary settlement conferences are typically led by a court-appointed mediator or staff from the Self-Help Center. Generally, during a case management conference or before commencing trial proceedings, the presiding judge or commissioner encourages litigants to engage in same-day voluntary settlement conferences. At times, litigants might have little to no time to prepare a settlement conference statement. Given that these voluntary settlement conferences are highly likely to be offered and scheduled by	comments. The committee added an advisory committee note that acknowledges that parties may choose to participate in for-cost mediation or ADR but that they cannot be required to do so. The committee recommends against excluding for-cost mediation and ADR from the rule, and against limiting subdivision (b)'s application to courts that have local mandatory settlement conference rules. The committee intends for the rule to apply broadly. The committee also does not intend the rule to authorize mandatory participation in for-cost ADR. Finally, the committee does not recommend adding a provision that proscribes a court's ability to impose sanctions on parties for failure to comply with court rules or local rules.

	Commenter	Position	Comment	Committee Response
			litigants without notice on the same day as a hearing or trial, it's imperative that litigants be informed (1) that the dispute resolution process will be provided at no cost to the them and (2) that failure to provide a settlement conference statement will not results in any sanction or otherwise. The changes to subsection (b) are necessary since there are a limited number of Courts that require mandatory settlement conferences for unlawful detainer cases. For clarity, it is important that the rule is not seen as a blanket requirement for all Courts. Further, to avoid any negative repercussions for pro per litigants who fail to file a settlement conference statement, it should be clear that the Court is not authorized to issue sanctions, whether financial or procedural, for failing to comply with Rule 3.1380(c).	
			B. Proposed Form UD-155 Additionally, the instructions and terms as written on the proposed UD-155 form frame an eviction judgment as the default in unlawful detainer matters. This obscures defendants' understandings of their rights and negotiating position. A defendant's greatest advantage in an unlawful detainer is often pushing to have the case heard on the merits. Although vanishingly few cases actually make it to trial, the closer a case gets to trial, the more likely a defendant is to get a favorable outcome through settlement. For instance, in the San Francisco Superior Court, settlement conferences are usually held on Wednesday and Thursday afternoons, with trial assignments proceeding the following Monday. If a defendant chooses not to accept a settlement offer at settlement conference, a plaintiff will often propose better terms on Monday morning in order to avoid trial. The difference between three and four days can affect fundamental terms in a settlement agreement, often including whether a defendant will vacate their home or stay in it, or whether the defendant will pay money to the plaintiff, or the plaintiff will pay the defendant.	The committee substantially modified proposed form UD-155 in light of this and other comments by adding more information to the instructions of form UD-155 to emphasize the voluntary nature of settlement and that the case will proceed to trial if no agreement is reached. The committee recirculated the proposal for further comments with those changes.

	Commenter	Position	Comment	Committee Response
			The proposed form provides a template of basic terms for an agreement between plaintiff and defendant. A form stipulation would give defendants a better sense of the full scope of a stipulated agreement as well as the specific terms they should be considering and bargaining for. It would additionally limit parties' opportunities to stipulate to terms beyond the scope of an unlawful detainer action. However, in considering a proposal aimed at resolving disputes outside of trial, the Judicial Council should carefully consider the impact of the proposal on each parties' rights. In this case, the proposed form stipulation is written in a way that presupposes judgment against the defendant and therefore obscures the rights that the defendants are entitled to. Absent a stipulation, the court may not enter judgment against a defendant in an unlawful detainer case without a showing of proof. When a case reaches the point of potential resolution before trial, the defendant has already participated in the case to the extent necessary to avoid a default judgment. When a defendant is so present, a plaintiff may not obtain an eviction judgment against them unless the plaintiff can make a showing of proof of the claims that gave rise to the case. Therefore, the proposed form should make clear that judgment against the defendant is not an inevitable outcome. The instructions currently state: "if a party does not do everything agreed to in this stipulation, an eviction and lockout may take place, entry of judgment may occur, or a trial may be necessary." We propose the following alternative language: **If a party agrees to this stipulation and does not do everything agreed to,** an eviction and lockout may take place, entry of judgment may occur, or a trial may be necessary. **If the parties do not agree to this stipulation, this case may proceed to trial. The court may enter a judgment for eviction if the Plaintiff offers proof that [defendant did not pay rent / defendant created a nuisance at the premises / etc.]**	

	Commenter	Position	Comment	Committee Response
			At a baseline, defendant should be informed of their bargaining position when entering settlement discussions. Defendant should be aware that not settling will not automatically subject them to an eviction judgment, and that a stipulation may make it *easier* for plaintiff to get an eviction judgment against defendant. Furthermore, both parties should be informed of the limits of an unlawful detainer case. The form stipulation should clearly state that if a plaintiff prevails at trial, the court may enter a judgment for eviction and damages, but no further relief. The form should additionally state that if a defendant prevails at trial, the judgment will allow them to remain in their home but will not waive any rent owed nor provide them with any other type of relief. We believe that the effectiveness and equity of the proposed form stipulation rests on the parties' understandings of their rights and the further unlawful detainer proceedings. Parties should be informed of the basic facts about their rights and procedure before being encouraged to enter into a stipulation.	
			II. Are there other terms common to stipulated agreements in eviction cases that ought to be considered for inclusion on the form? Yes, there are several commonly used terms that should be added to the form as well as terms that are not common to stipulated agreements that should be deleted. Below we will detail the necessary additions and revisions by section. These common settlement terms have been carefully crafted over time by tenant advocates and should be familiar to most counsel involved in these types of negotiations.	See the committee's responses to Bay Area Legal Aid's specific comments, below.
			A. Additions and revisions to Section 8 Section 8(c) should be rewritten to provide an option whereby the landlord waives all rent amounts if the defendant agrees to move out. As it currently reads, section 8(c) only waives fees and interests for "the amount owed" which leaves a tenant with the only option to pay and move when in most jurisdictions, tenants with attorneys more	The committee modified the proposal in light of this and other comments by adding language similar to that suggested by the commenter and recirculated it for further comments.

	Commenter	Position	Comment	Committee Response
			commonly only enter into agreements to vacate their home in exchange for waiver of all rent amounts. We propose the following revision: "c. For any rent demanded in the complaint: (1) □ To waive all rent, late fees, and holdover damages associated with defendant's tenancy that were demanded in the complaint. (2) □ To waive any and all fees and interest, if any, for the amount owed in 6"	
			Section 8(d) should also include a term whereby the plaintiff agrees to temporarily relocate defendant if necessary to complete the repairs. In some instances, the needed repairs may be so extensive or of a type that require the defendant to vacate the unit for a prolonged length of time. Examples of this include but are not exclusive to mold remediation, lead paint hazards, structural defects, and pest control work to name a few. We propose that Section 8(d) instead read as "To make the following repairs (describe all repairs to the property). If the defendant must leave the rental property in order for plaintiff to complete the repairs, Plaintiff agrees to temporarily relocate defendant at plaintiff's expense:"	The committee modified the proposal in light of this and other comments, adding a term providing for temporary relocation of the tenant, and recirculated it for further comments.
			Section 8(e) should be revised to "all future rent payments." As currently drafted, the agreement can create ambiguity as to whether it is referring to the payments listed in the stipulation rather than "future rent payments." This is consistent with current law requiring that a payment designated for a certain obligation must first be applied to that obligation.	The committee is not recommending this change because it concluded that the suggested change creates more ambiguity than it solves.
			A subsection should be inserted to account for when a plaintiff agrees to pay a tenant a sum of money to vacate the rental property by a certain date. These are commonly known as "cash for keys" agreements. The subsection should outline the amount to be paid to the tenant, the method of payment, date of payment and the penalty for failing to make payment. A proposed term would read: "Plaintiff agrees to pay defendant $_____ in certified funds, in exchange for moving out as agreed to in 6(d). Payment to made payable to _____, and delivered to _____ on or by [DATE]. If plaintiff fails to make payment as	The committee modified the proposal in light of this and other comments, adding an item regarding payment to the defendant in exchange for moving out, and recirculated it for further comments.

	Commenter	Position	Comment	Committee Response
			agreed, then the defendant's vacate date will be extended by _____ days for each day that the payment is late."	
			Section 8 should also include a provision whereby both parties agree to waive all attorneys' fees and costs associated with the unlawful detainer action.	The committee modified the proposal in light of this and other comments by adding the provision suggested in item 10 and recirculated it for further comments.
			B. Additions and Revisions to Section 10 Subsection (d) should be qualified to only apply when the parties agree to a stipulated judgment. An order barring access to the court record should be automatic when the parties agree to a stipulated order rather than a stipulated judgment. We recommend that this provision be moved to the order section as an automatic order when the parties agree to a stipulated order. This is consistent with C.C.P. § 1161.2 subsections (a)(1)(E), (F) and (a)(1)(G) which provide that an unlawful detainer action only becomes public if judgment is entered in favor of the plaintiff within 60 days of filing of the complaint or after trial more than 60 days since filing of the complaint. Any policy encouraging early resolution of unlawful detainer cases should also be consistent with current public policy favoring sealing of court records to incentivize defendant participation in early dispute resolution and to reduce the harm of an unlawful detainer judgment to a defendant especially during the current housing crisis in California.	The committee modified the proposal in light of this and other comments and recirculated it for further comments. The committee is recommending including an option for the parties to stipulate to restrict access under subdivision (a)(2) of Code of Civil Procedure section 1161.2. The committee disagrees to the extent the commenter is requesting that the form not allow the parties to stipulate to limit access to the court record as provided in section 1161.2(a)(2). The committee reads subdivision (a)(2) to be broader than the "automatic order" under the provisions of subdivision (a)(1).

	Commenter	Position	Comment	Committee Response
			Subsection (c) should be revised to conform to current law and to minimize disputes regarding the condition of the property as a material breach of a settlement agreement. The following revision aligns with a commonly used settlement term: "Defendant agrees to leave the rental property free of garbage and debris and all personal belongings. Any personal items left in the rental property after [DATE] are deemed abandoned. This means the items will no longer be considered defendant's personal belongings and Plaintiff will have the right to dispose of these items without further notice or cost to defendant(s). Any personal belongings deemed abandoned will not be considered a breach of this agreement."	The committee modified the proposal in light of this and other comments by adding language similar to the suggested language in item 10 and recirculated it for further comments.
			III. Are there other terms common to orders in eviction cases that might be considered for inclusion on the form? For example, does the form need to state when the case is to be calendared for dismissal? Yes. As drafted, the Stipulation form does not include an option for the parties to lodge the stipulation and provide for dismissal once the terms of the stipulations have been satisfied. There should be an additional checkbox stating that "The above-named parties agree to abide 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 [_____]."	The committee modified the proposal in light of this and other comments, adding an option for the court to calendar a date for dismissal to form UD-155's order terms, and recirculated it for further comments.
			There should also be an additional checkbox allowing the Court to retain jurisdiction such as "the Court shall retain jurisdiction to enforce the terms of this agreement pursuant to C.C.P. § 664.6." Currently this is only found in Section 10(e). This should be included in the order to ensure that the court's jurisdiction to enforce is easily located in the event of a dispute over compliance with the agreement.	The committee modified the proposal in light of this and other comments by adding retained jurisdiction to the Order section of the form and recirculated it for further comments.
			Lastly, as set forth in II(B) above the Order should include automatic sealing of the court record if the parties agree to a stipulated order rather than a stipulated judgment.	The committee disagrees because it does not believe the order needs to address the

	Commenter	Position	Comment	Committee Response
			Again, we believe this is consistent with C.C.P. § 1161.2 and current public policy favoring sealing of court records in unlawful detainer actions.	automatic access restrictions of Code of Civil Procedure section 1161.2(a)(1).
			IV. Additional issues and proposed revisions. **A. Revision of Section 4** As drafted this section does not adequately describe the exact consequences of a stipulated judgment for either party. The second bullet should be revised to provide concise information as to the result of entering a stipulated judgment: "A Stipulated Judgment will end the case once the Court signs the Stipulation. If the Stipulation and Judgment is approved, the Court will enter a judgment in favor of the plaintiff and against the defendant. The Court will issue a "writ of possession" immediately which orders the lockout and eviction of the defendant on a specified date."	The committee modified the proposal in light of this and other comments by adding more information to the definition of Stipulated Judgment and recirculated it for further comments.
			B. Revision of Section 5 As drafted subsection (a) is written in a non-neutral language which implies that all of the terms of the Stipulation are material, and that defendant will be automatically evicted for any alleged breach of the stipulation. Subsection (a) should be revised with more neutral language such as: "Defendant will stay in the rental property pursuant to the conditions stated in this agreement." This revision is consistent with the wording of subsection (b) and eliminates any conflict with the settlement terms the parties negotiate under Sections 7 through 10.	The committee modified the proposal in light of this and other comments by adding items 5b(1) and (2) which will allow form users to specifically identify which terms are necessary to avoid eviction and recirculated it for further comments.
			C. Revision of Section 6 The parenthetical under Section 6(a) should be deleted. If a judgment were to issue after trial an unlawful detainer action, only holdover damages and attorneys fees and costs would be awarded to the landlord. It is a misstatement to include "(Damages may include an amount based on daily rental value or any harm to the property.)" While the parties may negotiate their own terms in a settlement, it would be improper to suggest	The committee disagreed with this comment at the time it was recirculated for further comments because parties may negotiate their own terms in a settlement, as the commenter acknowledges. In light of

	Commenter	Position	Comment	Committee Response
			that property damages could be recouped as part of a settlement when such damages could not be awarded if the defendant was found guilty of unlawful detainer after a trial on the merits. The "Damages" category in the table should be replaced by "Holdover Damages." The "Other" box should be deleted entirely. There is no definition of the term "other" and as with "damages" leaves room for including amounts that could not be recovered as part of judgment in unlawful detainer. This is consistent with existing local forms, such as LACIV-136 (Unlawful Detainer Stipulation and Judgment) currently used in Los Angeles Superior Court. A statement should be added that the amounts listed in the table are the only amounts owed to the plaintiff as of the date of the agreement and that plaintiff may not demand additional amounts once the settlement is approved by the Court.	comments received on the second invitation to comment, the committee has modified item 6a's explanatory parenthetical to delete "harm to the property" and to reference "an amount based on daily rental value if plaintiff asked for money in the complaint," which narrows the language to holdover damages without using the term.
			Section 6(b) of the proposed Stipulation should be revised. In the first sentence the checkbox for "received" should be accompanied by a parenthetical indicating that it applies "for in-person payments."	This comment is mooted by changes made after the second invitation to comment.
			Section 6(b)(2) should be deleted while replacing it with the "Other payment schedule" in Section 6(b)(3) along with additional blank lines followed by "until paid in full" to allow the parties to set out an alternative and potentially longer payment schedule without the limitation of the 5 blank spaces in (b)(2).	This comment is mooted by changes made after the second invitation to comment.
			Section 6(c) should be more specific, we propose: Payment shall be made payable to: _____ and delivered to _____ □ via mail □ hand-delivery (during business days and hours: _____). This provides clarity for payments that may be payable to a person or entity that is not the named plaintiff but are received by an authorized agent or property manager who is named in the unlawful detainer action.	The committee modified the proposal in light of this and other comments by adding the information suggested in item 6 and recirculated it for further comments. In light of comments received on the second invitation to comment, the committee modified the payment plan information further, moving the suggested content to item 6b(4).

	Commenter	Position	Comment	Committee Response
			Section 6(d) should be amended to delete "and not request any further delays (or stays of execution)." Again, while parties are free to negotiate the terms of a settlement, there should not be an automatic conditioning of the move out date with a waiver of critical rights. While we agree that settlement should be final, the COVID-19 pandemic has shown us that unforeseen events may necessitate a stay of execution. Litigants should also not be foreclosed from requesting additional time to move out in the form of a reasonable accommodation, should the need for a request arise. If this is a material term for some parties, it can be added in the "other" section.	The committee modified the proposal in light of this and other comments by deleting the language identified and recirculated it for further comments.
			Lastly, "midnight" should be changed to 11:59 p.m. on [DATE] to avoid ambiguity as to whether the defendant is agreeing to move out the morning of the vacate date rather than at the end of the day on the vacate date.	The committee modified the proposal in light of this and other comments as suggested and recirculated it for further comments.
			An additional checkbox should be added to Section 6 to acknowledge receipt of the amounts agreed to under this paragraph if they are tendered at the time of settlement in open court.	The committee modified the proposal in light of this and other comments as suggested and recirculated it for further comments.
			D. Revision of Section 7 We object to Section 7 as drafted to the extent that it includes various provisions allowing the plaintiff to request an entry of judgment without notice to the defendant nor an opportunity for hearing. It is common practice by unlawful detainer defense attorneys to include terms that require advanced notice of a breach of a settlement agreement as well as an opportunity for hearing in the event of a breach. This is an important due process safeguard in any agreement where disputes may arise as to what is "compliance" with a settlement term. It also ensures that a tenant has reasonable advanced notice of any judgment and any writ of possession that may be issued should they be found in breach of a material term of the settlement agreement. Below are the proposed revisions:	The committee modified the proposal in light of this and other comments and related comments and recirculated it for further comments. In light of comments received on the second invitation to comment, the committee is now recommending that items 7 and 9 provide more general information about notice and hearing and omit the list of potential results.

	Commenter	Position	Comment	Committee Response
			7. □ If defendant does not do everything agreed to, the parties agree that plaintiff can return the court to state that defendant has not complied with the material terms Stipulation and ask the court to make a judgment as follows: a. Plaintiff agrees to give _____ business days' notice to defendant(s) with an opportunity to cure the alleged breach. b. After the notice in (a.) above expires, plaintiff may request an ex parte hearing to enforce the agreement within _____ business days. This does not waive any notice required by court rules for an ex parte hearing. c. Result (check all that apply): (1) □ That defendant be ordered to comply with the terms of the Stipulation in Section(s):_____ by [DATE]. (2) That defendant be ordered to move out (evicted) and locked out (immediate possession) of the rental property identified in 3. (3) □ That judgment be entered for any amount of money that remains unpaid pursuant to the terms of this agreement. (4) □ Cancellation of the rental agreement/lease. (5) □ Plaintiff to provide a neutral reference of defendant to any new landlord. (6) □ Other:	
			E. Revision of Section 9 For consistency, Section 9 which provides the terms regarding the plaintiff's breach of the agreement should also be revised so they reflect similar provisions in Section 7. Below are the proposed revisions: 9. □ If plaintiff does not do everything agreed to, the parties agree that defendant can return the court to state that plaintiff has not complied with the Stipulation and ask the court to make an order as follows: a. Defendant agrees to give _____ business days' notice to plaintiff(s).	The committee modified the proposal in light of this comment and other comments and recirculated it for further comments. In light of comments received on the second invitation to comment, the committee is now recommending that items 7 and 9 provide more general information about notice and

	Commenter	Position	Comment	Committee Response
			b. After the notice in (a.) above expires, defendant may request an ex parte hearing to enforce the agreement within _____ business days. This does not waive any notice required by court rules for an ex parte hearing. c. Result (check all that apply): (1) □ Plaintiff be ordered to do what was promised by [DATE]. (2) □ Plaintiff pays defendant damages in the amount of $_____ by [DATE]. (3) □ Defendant's move out date is now [DATE] due to plaintiff's failure to pay the amounts in 8(¶).	hearing and omit the list of potential results.
			F. Revise Section 11 As drafted, Section 11 may create confusion with the agreements as set forth in Sections 6 through 10. It should be rewritten as: "Plaintiff shall dismiss permanently (with prejudice) the eviction case that is currently pending within _____ business days after defendant has done everything agreed to in this Stipulation. If the agreement provides that the defendant will stay in the rental property if all conditions are met, then the defendant's tenancy will be reinstated without further conditions once the case is dismissed. But plaintiff may seek eviction and lockout (immediate possession of the rental property), subjection to Section 7, if defendant does not comply with the material terms in this Stipulation."	The committee modified the proposal in light of this comment and other comments and recirculated it for further comments. In light of comments received on the second invitation to comment, the committee is now recommending that item 11 provide more general information about notice and hearing.
			G. Add a declaration attesting to translation of the stipulation. As currently drafted, the stipulation form does not include any attestation as to whether the parties received translation assistance. It is important that litigants with limited English proficiency receive interpretation (verbal) and translation (written) services during settlement negotiations, drafting of the agreement, and prior to signing. The form should include a notice in all major languages spoken in California notifying litigants that they should secure an interpreter/translator to assist in the preparation of the settlement agreement. In addition, the form should include an attestation for litigants requiring translation services that they have received those services in the preparation	The committee appreciates the concerns raised by these comments. The committee agrees that language access is critical. Adding an attestation to the form that indicates that translation services were received, however, would be confusing if those services are not available. To the extent the

	Commenter	Position	Comment	Committee Response
			and execution of the stipulation. If available, there should also be an attestation for an interpreter to sign as well to certify that the document was translated.	commenter is suggesting a notice advising litigants that they should secure an interpreter/translator to assist in the preparation of the settlement agreement in other dominant languages, the committee will consider adding notices in other languages as translation resources become available.
			H. Retire Form UD-115 If the goal of the Judicial Council is to create a form that will act as either a stipulated order or a stipulated judgment, then Form UD-115 – Stipulation for Entry of Judgment (Unlawful Detainer), should be eliminated and replaced by form UD-155. Form UD-115 has not been substantially revised since 2003 and is not used by advocates in a large majority of the State. For example, advocates in Los Angeles County have long utilized a local court form (LACIV-136) or draft their own settlement agreement pleadings. Most advocates around the State have long phased-out the use of UD-115 for settlement purposes. Further, retaining UD-115 will create conflict with the framework envisioned by UD-155.	The committee disagrees with the comment because form UD-115 is optional and is used in some courts.
			Conclusion While intended to facilitate early resolution of unlawful detainer cases, it is necessary to adopt extensive additions and revisions to these forms to maintain some parity in a judicial proceeding where tenants too often start out at a massive disadvantage. We are deeply concerned about access to justice for people who receive an unlawful detainer and cannot access legal assistance. These are people who are likely to head into any type of early dispute resolution unprepared, unaware of their legal rights and under extreme stress. To ensure that any settlement process is fair for all litigants involved, it	No further response required.

	Commenter	Position	Comment	Committee Response
			is important to create forms that set the parties on equal footing and that are easy to navigate. We appreciate your efforts to make the proposed forms as accessible and comprehensive as possible.	
3.	East Bay Community Law Center by Laura Bixby, Attorney	N	I do not agree with the proposed judicial council form. This form will primarily be used for unrepresented tenants, as represented tenants will prefer to draft their own settlement form, and the vast majority of landlords settling cases are represented. Because of that imbalance, the form should be written to err on the side of preserving the rights of tenants who don't have a lawyer to assist them. Instead, the form is skewed heavily towards protecting landlord's interests.	The committee thanks the commenter for their input. The committee notes that the form itself is optional, and that the recommended form has been written to include terms that are most common to settlements in eviction cases.
			For example, Item 6(d) stipulates that a defendant will not be permitted to seek a stay of execution of judgment; a defendant should not be forced to give up this right.	The committee modified the proposal in light of this and other comments by deleting the language identified and recirculated it for further comments.
			On Item 7, landlords are given the option to provide NO notice before seeking an ex parte application for judgment. By contrast, the form requires that tenants agree to give 2 days notice--a clear imbalance of power.	The committee modified the proposal in light of this and other comments and recirculated it for further comments. In light of comments received on the second invitation to comment, the committee has revised items 7 and 9 to make the notice and hearing information more general.
			The form as it's currently written also suggests that only a tenant will be responsible for paying attorneys' fees. There are times when it is appropriate--and indeed, legally required, see Cal. Code Civ. Pro. § 1174.21--for a landlord to pay attorneys' fees.	The committee modified the proposal in light of this and other comments by adding an

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				option for a plaintiff to agree to pay attorney fees and recirculated it for further comments.
			This form provides for consequences if a tenant defaults on the agreement, but has no section to include consequences if the landlord breaches the agreement (for example, by failing to pay a move-out payment).	The committee modified the proposal in light of this and other comments and recirculated it for further comments. In light of comments received on the second invitation to comment, the committee has revised item 9 to make the notice and hearing information more general.
			The form also does not have a section where the parties would be able to draft terms enabling a party to "cure" a breach--for example, by moving out after the deadline but before a hearing.	The committee modified the proposal in light of this and other comments by adding an opportunity to cure to item 7 and recirculated it for further comments.
			This form is also very lengthy, with many different possible selections, and has numerous legal terms that are not clearly defined in plain language that a non-lawyer could understand.	The committee recognizes that form UD-155 presents complex information and has revised the recommended form to simplify it as much as possible while still communicating accurate legal information.
			If the Judicial Council wishes to proceed with a form for this use, it should heavily revise this form, both to make it clearer and easier to understand, and also to ensure it is not unfairly tilted towards the interests of landlords.	The committee substantially modified form UD-155 in light of this and other comments and

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				recirculated it for further comments.
4.	East Bay Community Law Center by Marc S. Janowitz, Housing Practice Attorney & Emily Pia, Law Student Intern	NI	INTRODUCTION: We write as tenant advocates working in the field of eviction defense in Alameda County, California. I have been doing this work for over four decades. I am working with our legal intern, law student Emily Pia of the University of California, at Berkeley Law, who has provided invaluable work and input. The feedback we provide is based on our experience negotiating thousands of eviction cases. As tenants' advocates who represent clients in eviction proceedings, we recognize the value of settling cases. We also acknowledge the reality of our industry that legal practitioners and the courts require significant percentages of cases to settle in order for the system to function. We have reviewed the Judicial Council's proposed rule (Cal. Rule of Court 3.2005) and form (UD-155), and researched various legal, factual, and practical issues related to the proposals. We assume significant numbers of tenants who may be asked to use the form will be unrepresented. Numerous defendants are of different language abilities, different physical and mental abilities and disabilities, as well as varieties of technological skills. We therefore ask the Advisory Committee Members to consider use of the form from those points of view. Based on all of the above, we make the following conclusions and recommendations.	The committee thanks East Bay Community Law Center for their input. See the committee's responses to specific comments, below.
			RECOMMENDATIONS - GENERAL: **First, we strongly recommend that the Judicial Council reexamine this form from the perspective of an unrepresented tenant.** As tenants' attorneys, we would rarely, if ever, choose to use a form like UD-155 to construct settlement agreements for our clients—drafting our own settlement agreements helps us to better protect our clients' legal rights and interests and allows for a level of flexibility (e.g., conditional terms) which a rigid form cannot generally accomplish. Accordingly, we believe that *unrepresented* tenants are the parties most likely to use UD-155, and as such, we	The committee substantially modified proposed form UD-155 in light of this and other comments and recirculated it for further comments. The committee has considered the interests of all parties and has taken care to add or revise options as appropriate. See the

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			recommend that the Judicial Council take time to consider the unique, and often vulnerable, position that unrepresented tenants settling UD cases find themselves in. Given that UD-155 has the Judicial Council name attached to it and the Council's implied stamp of approval, tenants may have greater trust in using such a form to settle their cases, making it imperative that the form sufficiently address their unique legal interests. Conversely, a Judicial Council form that has not adequately considered their perspectives will necessarily favor landlords' legal interests and may lead to worse outcomes for unrepresented tenants. While we commend the Judicial Council for its use of plain language on the form, which will undoubtedly help tenants make more informed choices in the settlement process, **it is our position after reviewing the form that UD-155, in its current state, does not adequately address the legal rights and interests of tenants, particularly unrepresented tenants.** We hope that our suggestions for improving the form detailed below support the Judicial Council in beginning to conceptualize the perspectives of unrepresented tenants in settlement, although we encourage the Judicial Council to continue to seek out additional tenant perspectives. **Second, the proposed UD-155 form demonstrably favors and protects landlords' interests over the interests of tenants, and as such, we strongly oppose its adoption in its current form.** We have detailed below some examples of the one-sided nature of UD-155, although this list is not exhaustive. Where possible, we have offered solutions, although some suggestions realistically require rethinking the structure and substance of the form altogether. It is our hope that the Judicial Council incorporates this feedback in drafting a revised version of the form.	committee's responses to specific comments, below.
			Third, we have observed that UD-155 is generally geared towards nonpayment UD cases as opposed to other types of UDs, such as actions based on alleged nuisance or alleged breach of the lease agreement. If the Judicial Council hopes to promote settlement in UD actions broadly, it might consider either (1) adapting UD-155 to incorporate terms and conditions that are often stipulated to in nuisance/breach of lease UD cases, or (2) creating two forms—one for nonpayment UDs and one for nuisance/breach of lease UDs. Otherwise, we recommend explicitly stating somewhere on the form that UD-155 should be used in nonpayment UD cases because it does not	The committee disagrees. Form UD-155 is reasonably comprehensive. Terms for nuisance cases may be addressed in the existing "Other" options at the end of items 6, 8, and 10. The committee, however, will consider development of a form

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			adequately address the options that tenants have in settling nuisance UD cases. For example, nuisance cases often include terms for: • Type of conduct agreed to (e.g., "Defendant shall not … on the property. / Plaintiff shall … ") • The length of the probationary period agreed to, during which the plaintiff may file for *ex parte* judgment to evict the tenant if the tenant breaches the conduct terms agreed to (e.g., "for 180 days") • Whether parties are agreeing to an evidentiary hearing if the plaintiffs allege breach of the conduct stipulation, and if so… o How much notice must be given to the defendant before filing for an evidentiary hearing o How that notice should be given o Who has the burden of proof o What the burden of proof is (beyond a reasonable doubt or preponderance of the evidence) o Who bears attorneys' fees (prevailing party, or each party bears their own costs)	for nuisance cases as time and resources permit.
			RECOMMENDATIONS - SPECIFICS: Paragraphs 1 and 2: The form is called a "Stipulation". To mitigate the inherently hegemonic position of one of the parties over the other, we urge the form to begin with language more closely resembling a stipulation or agreement. Something like: "The people who are making the agreement are identified as follows: Plaintiff or landlord or landlord's representative and Defendant or tenant:"	The committee disagrees. The form clearly identifies the parties in a manner similar to other Judicial Council forms.
			Paragraph 4: "Type of Stipulation": Obviously, concepts such as those included in this paragraph "Stipulation and Order", "Stipulated Judgment", "Conditional Judgment", and the others are extremely complicated, confounding law students, lawyers, and we dare say, some mediators, alike. While it is essential that parties understand legal ramifications of what they sign,	The committee modified the proposal in light of this and other comments and recirculated it for further comments.

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			what their obligations are, what they are to do and refrain from doing, it may be we do more harm than good trying to explain these in such a short paragraph.	
			Para. 5.b.: As an example of bias implicit in the form, compare language of para. 5.a., with 5.b. We recommend adding language to 5.b.: Defendant will move out of (vacate) the rental property [**add: if plaintiff does everything agreed to in this stipulation**].”	The committee modified the proposal in light of this and other comments by adding language similar to what was suggested and recirculated it for further comments.
			Para. 6.: Inclusion of a variety of items the tenant “agrees” to pay plaintiff, whether or not plaintiff is legally entitled to the payments reveals further bias. We offer one example: <u>*Attorneys’ Fees*</u>. The form as it’s currently structured suggests that only defendants are required to pay attorneys’ fees. (See para. 6(a)’s field inviting plaintiffs to sum the attorney’s fees owed by defendants, with no analogous field in Item 8 for defendants to recover attorneys’ fees.) While this omission obviously favors landlords and must be addressed for that reason alone, it is also important to note there are numerous occasions in which plaintiffs bear the burden of paying attorneys’ fees, including situations where they are required to pay *by law*. As one example among several that exist, Cal. Code of Civ. Pro. § 1174.21 states that: “A landlord who institutes an unlawful detainer proceeding based upon a tenant's nonpayment of rent, and who is liable for a violation of Section 1942.4 of the Civil Code, shall be liable to the tenant or lessee for reasonable attorneys' fees and costs of the suit, in an amount to be fixed by the court.” Cal. Code Civ. Pro. § 1174.21. In addition to the statutory obligation to pay attorneys’ fees in the above circumstance, parties often negotiate settlement terms whereby the prevailing party at an evidentiary hearing, for example, pays attorneys’ fees. In this example, if the plaintiff loses at an	The committee modified the proposal in light of this and other comments by adding an option for plaintiff to agree to pay attorney fees and recirculated it for further comments.

	Commenter	Position	Comment	Committee Response
			evidentiary hearing, they would be required to pay attorneys' fees. In sum, not having a field whereby plaintiffs are liable to pay attorneys' fees, and only having a field whereby defendants are liable, is both unequal and in conflict with California unlawful detainer law.	
			Para. 6.d. prohibits the defendant from requesting a stay of execution of the judgment or filing a motion for relief against forfeiture as permitted by Code Civ. Proc. sec. 1179. As all practitioners know, unforeseen events happen. Suppose, perhaps, a tenant agrees to move, and is making all efforts to do so by the agreed date, and in making such efforts he/she/they injury his/her/their back and is hospitalized. By the overbearing lawyer's insistence upon the tenant waiving all post Stipulation relief, the court is powerless to engage its inherent equitable powers, even assuming the tenant could properly request the court do so. *Stays of Execution*. Para. 6.d. reads, "[Defendant agrees t]o move out of (vacate) the rental property no later than midnight _____ and not to request any further delays (or stays of execution)." Foreclosing any opportunity to request stays of execution should not be the standard practice encouraged on an official Judicial Council form. This plainly benefits landlords to the detriment of tenants. Furthermore, tenants' attorneys often structure agreements such that tenants receive extra time to move out whenever the plaintiff is in breach of their agreed-upon duties. Structuring the form so that the only field for filling in the "move-out date" necessarily includes a penalty from which tenants cannot opt out is both unfair and unbalanced. Suppose as another example, the plaintiff intentionally interferes with the tenant performing obligations required pursuant to the terms of the Stipulation. The proposed terms of Form UD-155 must affirmatively account for these events to give them equal importance with the other terms. Allowing parties to write in additional terms in para. 10 is not sufficient because of the difficulty in the negotiating process.	The committee modified the proposal in light of this and other comments and recirculated it for further comments.
			Para. 7: "If defendant does not do everything agreed to":	The committee modified the proposal in light of this and other comments and

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			Para. 7.a.(1) "Plaintiff is not required to give additional notice to defendant." We believe this authorizes illegal *ex parte* communications with the court. See for example, Cal. Rules of Court 3.1200, *et seq*. Specifically, *Notice for Filing Ex Parte Application for Judgment*. Para. 7 of UD-155 gives plaintiffs' two options for providing notice to defendants prior to applying for judgment *ex parte*: (1) no requirement to give notice at all, or (2) providing "_____ hours' notice." By contrast, defendants are given only one fixed option on UD-155: "2 days' notice." This is clearly asymmetrical and favors landlords. An official Judicial Council form should not endorse such a preference. It should be standard that defendants are given notice before plaintiffs file for judgment against them—that is, it should not be an option to not provide notice—and the field should be expressed in days rather than hours, as it is in the analogous field for defendants.	recirculated it for further comments, and in light of comments received on the second invitation to comment, the committee is recommending that item 7 provide more general information about notice and hearing, including a reference to Cal. Rules of Court, rule 3.1200 et seq.
			Para. 8.: 8.a.: Are there consequences if plaintiff fails to dismiss the case as promised in para. 8.a.?	The committee modified the proposal in light of this and other comments and recirculated it for further comments.
			8.b.: This is confusing and difficult to understand and to explain.	The committee modified the proposal in light of this and other comments and recirculated it for further comments.
			8.c.: "Waive all fees" is ambiguous. Specifically, *Plaintiffs' Terms*. In contrast with the various terms that can be selected for defendants to comply with on UD-155, the menu of options for plaintiffs' terms is smaller and generally of lesser consequence. This again shows that the form favors landlords over tenants. Other terms that may be included on the form in the way of plaintiffs' duties are:	The committee modified the proposal in light of this and other comments and recirculated it for further comments.

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			○ To pay defendant $_____ (including fields for customizable payment plans, as in para. 5.b.) ○ To waive $_____ of rent owed ○ Award of attorneys' fees in addition to damages	
			Para. 9.: *Consequences for Plaintiffs' Failure to Uphold Negotiated Agreement*. Neither the instructions at the top of the form nor para. 5 make any mention of what will happen if the plaintiff fails to comply with the terms of the agreement, despite the many mentions of the consequences should a defendant fail to uphold their end of the bargain. As tenants' attorneys, we strongly believe that any standardized settlement form promoted by the Judicial Council must explicitly name the consequences should plaintiffs fail to abide by the agreed-upon terms. In the absence of such language, it appears as though only tenants have consequences for failing to perform, which is obviously untrue and unfair of the Judicial Council to imply. Simply put, a mechanism must be included to immediately negate the defendant's obligation to move, or pay, or engage in any conduct in the event plaintiff fails to perform his/her/or their obligations. The proposed language: "Plaintiff agrees that defendant can tell the court … " and the court will "quickly act as follows … " is in a word, feckless. How, exactly, does the defendant "ask the court" to do anything, especially without violating the prohibition against *ex parte* communications.	The committee modified the proposal in light of this and other comments and recirculated it for further comments, and in light of comments received on the second invitation to comment, the committee is recommending that item 9 provide more general information about notice and hearing.
			Fair and humane stipulations for settlement that we routinely negotiate, obviously with agreement of plaintiff's bar, include opportunities for the tenant to cure an alleged breach. *Opportunities to Cure*. There is no field included in UD-155 that gives the parties an opportunity to draft terms for either party to "cure" any breaches of the settlement agreement. Mistakes happen, and given that unlawful detainer settlement agreements tend to place a heavier burden on tenants and come with greater consequences for tenants, it is imperative that UD-155 include a field detailing opportunities to cure any	The committee modified the proposal in light of this and other comments to include an opportunity to cure a violation of the agreement and recirculated it for further comments.

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			breach of the defendant's agreed-upon duties, including a timeframe for curing. Not providing such opportunity is against industry practice and unfairly benefits landlords.	
			As a closing note we add, if increasing access to justice is the Judicial Council's aim, we *strongly* recommend reviewing the standard UD-105 answer form with an eye toward making it easier for unrepresented tenants without advanced legal knowledge to comprehend and use the form. These forms are notoriously complex, especially for unrepresented tenants; even the second- and third-year law students who work in our office often require additional training to be able to support clients in completing these forms. Given that completing and filing an official answer is critical to protecting tenants from default and thus losing their housing, we believe that using plain language in UD-105, explaining the legal terms used on the form, and including clear instructions is essential to increasing access to justice and fairness in the UD process.	This comment is beyond the scope of the invitation to comment. The committee will consider the suggestion for form UD-105 as time and resources permit.
			UD-155, as currently proposed, will be a facile tool for plaintiff/landlords who want to paint the illusion of striking a fair settlement agreement, using an official Judicial Council, while using the form to draw up manipulative terms that are purposefully difficult to comply with so as to increase the chances of the defendant's noncompliance and eviction. For example, a landlord who brings a UD action against a tenant for nonpayment of rent can use UD-155 to request a stipulation that the tenant stays in the property so long as they comply with all the terms in the stipulation (para. 5.a.). Most tenants who are facing eviction—and the many devastating consequences that come with it—would breathe a sigh of relief that they have an opportunity to stay. Taking advantage of such a situation, the landlord/landlord's attorney may draft a complicated payment plan in para. 6.b.2. whereby the tenant is required to pay varying amounts of money on various dates with no logical pattern so as to trick/deceive a tenant who is desperate to keep their housing. If the tenant misses a payment date or pays the incorrect amount, and if the parties agreed that (1) the Plaintiff is not required to give notice to the tenant before filing *ex parte* for judgment, per para. 7.a.1. and 2., that the court can issue judgment without holding another hearing, then the tenant may be swiftly evicted. Furthermore, if the parties agree in para. 7.c.2. that the defendant be	The committee modified the proposal in light of this and other comments and recirculated it for further comments, and in light of comments received on the second invitation to comment, the committee is recommending a more visual payment schedule with options for both a grace period term and an opportunity to cure a violation. With respect to noncompliance, the committee is now recommending that items 7 and 9 provide more general information about notice and hearing.

	Commenter	Position	Comment	Committee Response
			ordered to pay any amount of money still unpaid, the tenant may be evicted and still be liable for paying the landlord.	
			CONCLUSIONS: The proposed form UD-155 is biased in favor of plaintiffs/landlords to the extreme detriment of the defendants/tenants in these actions. We have provided examples on which our conclusions are based. Notwithstanding pains taken by the Committee to write the form in comprehensible English, the proposed Form UD-155 is still extremely difficult to understand, and, we believe, near impossible for the pro per tenant to engage with. We assume a judge or mediator will not be able to explain the myriad of legal concepts the form asks the parties to agree to because their position prohibits them from giving a party legal advice. Even if the judicial officer were to attempt to explain terminology, we do not believe such attempts would be adequate to ensure complete comprehension of all ramifications of agreeing to the terms. We therefore assume if it were used at all it would result in agreements the parties would not understand. That, of course, is an unacceptable outcome. We thank the Judicial Council for its consideration of these important matters, and attempts to address them.	The committee modified the proposal in light of this and other comments and recirculated it for further comments. To the extent East Bay Community Law Center is advocating against adoption of a form entirely, the committee disagrees. The committee believes that an optional, plain language form for use in eviction cases is preferable to no form at all.
5.	Hannah Flanery Attorney Berkeley	N	I am a tenant attorney in the Bay Area practicing in unlawful detainer defense. I write in opposition to the proposed form. I will note a few things:	No response required.
			1. UD-155 appears to be written from the plaintiff/landlord's point of view and does sufficiently protect the defendant/tenant's interests. Examples include: Stays of Execution. Item 6(d) reads, "[Defendant agrees t]o move out of (vacate) the rental property no later than midnight _____ and not to request any further delays (or stays of execution)." Foreclosing any opportunity to request stays of execution should not be the standard practice encouraged on an official Judicial Council form. This is a harsh term for tenants and clearly favors landlords' interests.	The committee substantially modified proposed form UD-155 in light of this and other comments and recirculated it for further comments.

	Commenter	Position	Comment	Committee Response
			Notice for Filing Ex Parte Application for Judgment. Item 7 of UD-155 gives plaintiffs' two options for providing notice to defendants prior to applying for judgment ex parte: (1) no requirement to give notice at all, or (2) providing "_____ hours' notice." By contrast, defendants are given only one fixed option on UD-155: "2 days' notice." This is clearly asymmetrical and favors landlords. An official Judicial Council form should not endorse such a preference.	See the committee's response to the comment of ACCE Institute concerning item 7, above.
			Attorneys' Fees. The form as it's currently structured suggests that only defendants are required to pay attorneys' fees. There are many times in which landlords must pay attorneys' fees, including times when it's required by law. (See Cal. Code Civ. Pro. § 1174.21.)	See the committee's response to the comment of ACCE Institute and East Bay Community Law Center concerning item 8, above.
			2. UD-155, in its current state, does not adequately address the legal rights and interests of tenants, particularly unrepresented tenants. Because tenants' attorneys would almost always prefer to draft their own settlement agreements, unrepresented tenants are the parties most likely to use this form. It is imperative that the Judicial Council reexamine the form from the perspective of the unrepresented tenant.	The committee modified the proposal in light of this and other comments and recirculated it for further comments.
			3. UD-155 does not adequately protect the tenant in the event the landlord fails to uphold their end of the agreement. In contrast to the form's enumeration of specific and dire consequences for the non-performing tenant, the form is silent on the consequences should the landlord default.	The committee modified the proposal in light of this and other comments and recirculated it for further comments, and in light of comments received on the second invitation to comment, the committee is recommending that items 7 and 9 provide more general information about notice and hearing.
			4. There is no field included in UD-155 that gives the parties an opportunity to draft terms for either party to "cure" any breaches of the settlement agreement. No tenants' attorney would draft a settlement agreement without opportunities to cure a breach of the agreement; mistakes happen, and tenants' housing is on the line.	The committee modified the proposal in light of this and other comments by adding an opportunity to cure to item 7

	Commenter	Position	Comment	Committee Response
				and recirculated it for further comments.
			If increasing access to justice is the Judicial Council's aim, we strongly recommend reviewing the standard UD-105 answer form with an eye toward making it easier for unrepresented tenants without advanced legal knowledge to comprehend and use the form. These forms are notoriously complex, and given that completing and filing an official answer is critical to protecting tenants from default and thus losing their housing, UD-105 should be revisited. We suggest redrafting the form with plain language, including explanations of the legal terms used on the form, and including clear instructions for completing and filing the form.	This comment is beyond the scope of the invitation to comment. The committee will consider the suggestion for form UD-105 as time and resources permit.
6.	Sophia Fenn Berkeley	N	UD-155 appears to be written from the plaintiff/landlord's point of view and does sufficiently protect the defendant/tenant's interests. Examples include: Stays of Execution. Item 6(d) reads, "[Defendant agrees to move out of (vacate) the rental property no later than midnight _____ and not to request any further delays (or stays of execution)." Foreclosing any opportunity to request stays of execution should not be the standard practice encouraged on an official Judicial Council form. This is a harsh term for tenants and clearly favors landlords' interests.	See the committee's response to a similar comment of Hannah Flanery, above.
			Notice for Filing Ex Parte Application for Judgment. Item 7 of UD-155 gives plaintiffs' two options for providing notice to defendants prior to applying for judgment ex parte: (1) no requirement to give notice at all, or (2) providing "_____ hours' notice." By contrast, defendants are given only one fixed option on UD-155: "2 days' notice." This is clearly asymmetrical and favors landlords. An official Judicial Council form should not endorse such a preference.	See the committee's response to a similar comment of Hannah Flanery, above.
			Attorneys' Fees. The form as it's currently structured suggests that only defendants are required to pay attorneys' fees. There are many times in which landlords must pay attorneys' fees, including times when it's required by law. (See Cal. Code Civ. Pro. § 1174.21.)	See the committee's response to a similar comment of Hannah Flanery, above.
			UD-155, in its current state, does not adequately address the legal rights and interests of tenants, particularly unrepresented tenants. Because tenants' attorneys would almost always prefer to draft their own settlement agreements, unrepresented tenants are the	See the committee's response to the comment of Hannah Flanery, above.

	Commenter	Position	Comment	Committee Response
			parties most likely to use this form. It is imperative that the Judicial Council reexamine the form from the perspective of the unrepresented tenant.	
			UD-155 does not adequately protect the tenant in the event the landlord fails to uphold their end of the agreement. In contrast to the form's enumeration of specific and dire consequences for the non-performing tenant, the form is silent on the consequences should the landlord default.	See the committee's response to the comment of Hannah Flanery, above.
			There is no field included in UD-155 that gives the parties an opportunity to draft terms for either party to "cure" any breaches of the settlement agreement. No tenants' attorney would draft a settlement agreement without opportunities to cure a breach of the agreement; mistakes happen, and tenants' housing is on the line.	See the committee's response to the comment of Hannah Flanery, above.
			If increasing access to justice is the Judicial Council's aim, we strongly recommend reviewing the standard UD-105 answer form with an eye toward making it easier for unrepresented tenants without advanced legal knowledge to comprehend and use the form. These forms are notoriously complex, and given that completing and filing an official answer is critical to protecting tenants from default and thus losing their housing, UD-105 should be revisited. We suggest redrafting the form with plain language, including explanations of the legal terms used on the form, and including clear instructions for completing and filing the form.	See the committee's response to the comment of Hannah Flanery, above.
7.	Charity C. Juker Court Attorney Ventura	AM	If possible, please make the spaces larger for the amounts and dates. Most stipulations are written in court and can be difficult to read. Making the spaces larger may be helpful.	The committee modified the proposal in light of this and other comments as suggested and recirculated it for further comments.
8.	Legal Aid Society of San Diego, Inc. by Gregory E. Knoll CEO/Executive Director/Chief Counsel	NI	The Legal Aid Society of San Diego ("LASSD") writes in response to the Judicial Council's Invitation to Comment W23-03, *Unlawful Detainer: Opportunities for Settlement Before Trial*. LASSD, which began as the "Office of the Public Attorney" and was later incorporated under its current name, provides free legal services to indigent people throughout San Diego County. LASSD has been assisting clients in the fight against poverty and injustice for more than 100 years. We are the largest poverty law firm in the county, with teams specializing in a number of priority areas including housing and fair housing law. LASSD's mission is to improve lives by advancing	The committee thanks LASSD for its input.

	Commenter	Position	Comment	Committee Response
			justice through effective, efficient, and vigorous legal advocacy, outreach, and education. We strive to redress our clients' rights and empower them to effectively participate in our legal, governmental, and social systems. LASSD provides free legal representation to thousands of households each year facing rent increases, evictions, and imminent homelessness in San Diego County. We are often the last line of defense before homelessness for many indigent households in San Diego County. We appreciate that the Judicial Council is attempting to address the challenge of meaningful settlement opportunities in unlawful detainer cases, especially as we stand on the brink of a tsunami-sized wave of evictions once essential COVID-19 eviction protections begin to expire statewide. As discussed below in this letter, we have concerns regarding the substance of the proposed form as well as the accompanying proposed change to the California Rules of Courts. We raise these concerns because the unfortunate reality is that tenants are on unequal footing when it comes to dispute resolution because they do not have the benefit of legal counsel, especially in jurisdictions where free and low-cost legal services are not readily available. Thus, it is especially important to ensure that the forms are clear, easy to use, and allow tenants a meaningful opportunity to engage in meaningful settlement negotiations. Below we address the Council's specific inquiries and offer additional suggestions.	

			I. Does the proposal appropriately address the stated purpose? The changes address the stated purpose in part by allowing the parties to enter into a stipulated settlement agreement that does not result in an entry of judgment against a defendant(s) in an unlawful detainer case. However, Proposed Rule 3.2005 has the potential to place defendants in a precarious situation if they are mandated to engage in formal dispute resolution, such as mandatory settlement conferences or mandatory mediation, before they have had an opportunity to seek legal advice or assistance. Unlawful detainers are summary proceedings and move exceptionally quickly. Tenants who are low-income, disabled, elderly, or of limited English proficiency already have a difficult time seeking and obtaining legal assistance and representation on such a shortened timeline. They will now face the added barrier of competing for limited legal services much earlier in the process, which places tenants in danger of engaging in settlement negotiations without comprehension of their legal rights, what they may request as part of a settlement, and the ramifications of certain provisions. Tenants in unlawful detainer actions are facing the loss of their housing and stability and are more likely to enter negotiations in a heightened state of stress and duress. The unequal power dynamic in landlord-tenant relationships only heightens this stress. Therefore, we suggest the following changes (in bold) to proposed Rule 3.2005: **Rule 3.2005. Settlement opportunities** (a) Policy favoring an opportunity for resolution without trial. The intent of this rule is to promote opportunities for resolution of unlawful detainer cases before trial. **In cases where neither the plaintiff and defendant are represented by counsel, or both parties are represented by counsel,** Courts **may** encourage participation, to the extent feasible, in at least one opportunity for resolution before trial, including but not limited to a settlement conference, mediation, or another alternative dispute resolution process **at no-cost to the litigants**. The changes in subsection (a) are consistent with many alternative dispute resolution programs that already exist in some jurisdictions, where those programs are prioritized	The committee modified the proposal in light of this and other comments to include an advisory committee comment that recognizes that the rule does not authorize courts to mandate participation in for-cost mediation or ADR, and recirculated it for further comments. The committee disagrees with the comment to the extent it suggests limiting participation in ADR. The rule is intended to apply regardless of whether a party has or does not have representation. With respect to cost, the committee is concerned that the proposed policy would be less effective if the rule did not allow parties to choose to participate in for-cost mediation or ADR.

			for cases in which neither litigant (landlord or tenant) has the benefit of counsel. This ensures that both parties are on equal footing as they enter the dispute resolution process. Further, in recognition of limited judicial resources and limited access to free alternative dispute resolution options in some jurisdictions, the rule should encourage but not mandate any form of dispute resolution that will raise financial barriers to low-income litigants. The changes to subsection (b) are necessary since there are a limited number of Courts that require mandatory settlement conferences for unlawful detainer cases. For clarity, it is important that the rule is not seen as a blanket requirement for all Courts. Further, to avoid any negative repercussions for pro per litigants who fail to file a settlement conference statement, it should be clear that the Court is not authorized to issue sanctions, whether financial or procedural, for failing to comply with Rule 3.1380(c).	

	Commenter	Position	Comment	Committee Response
			II. Are there other terms common to stipulated agreements in eviction cases that ought to be considered for inclusion on the form? Yes, there are several commonly used terms in settlement agreements that should be added to the form. Below we will detail the necessary additions by section. These terms have been carefully crafted over time by tenant advocates and should be familiar to most counsel involved in these types of negotiations.	See the committee's responses to LASSD's specific comments, below.
			A. Additions and revisions to Section 8 Section 8(c) should be rewritten to provide an option whereby the landlord waives all rent amounts if the defendant agrees to move out. As it currently reads, section 8 c only waives fees and interests for "the amount owed" which leaves a tenant with the only option to pay and move when in most jurisdictions, tenants with attorneys more commonly only enter into agreements to vacate their home in exchange for waiver of all rent amounts. We propose the following revision: "c. For any rent demanded in the complaint: (1) □ To waive all rent, late fees, and holdover damages associated with defendant's tenancy that were demanded in the complaint. (2) □ To waive any and all fees and interest, if any, for the amount owed in 6."	See the committee's response to a similar comment of Bay Area Legal Aid, above.
			Section 8(d) should also include a term whereby the plaintiff agrees to temporarily relocate defendant if necessary to complete the repairs. In some instances, the needed repairs may be so extensive or of a type that require the defendant to vacate the unit for a prolonged length of time. Examples of this include but are not exclusive to mold remediation, lead paint hazards, structural defects, and pest control work to name a few. We propose that Section 8(d) instead read as "To make the following repairs (describe all repairs to the property). If the defendant must leave the rental property in order for plaintiff to complete the repairs, Plaintiff agrees to temporarily relocate defendant at plaintiff's expense:"	See the committee's response to a similar comment of Bay Area Legal Aid, above.

	Commenter	Position	Comment	Committee Response
			Section 8(e) should be revised to state "all future rent payments." As currently drafted, the agreement can create ambiguity as to whether it is referring to the payments listed in the stipulation rather than "future rent payments." This is consistent with current law requiring that a payment designated for a certain obligation must first be applied to that obligation.	See the committee's response to a similar comment of Bay Area Legal Aid, above.
			A subsection should be inserted to account for when a plaintiff agrees to pay a tenant a sum of money to vacate the rental property by a certain date. These are commonly known as "cash for keys" agreements. The subsection should outline the amount to be paid to the tenant, the method of payment, date of payment and the penalty for failing to make payment. A proposed term would read: "Plaintiff agrees to pay defendant $_____ in certified funds, in exchange for moving out as agreed to in 6(d). Payment to made payable to _____, and delivered to _____ on or by [DATE]. If plaintiff fails to make payment as agreed, then the defendant's vacate date will be extended by _____ days for each day that the payment is late. If plaintiff fails to make the payment within 5 calendar days of the payment due date, this shall be deemed a material breach of this stipulation by Plaintiff. If the Plaintiff materially breaches this stipulation, the Defendant may appear before the Court in an ex parte hearing, at which the Court will set aside this stipulation and enter judgment for possession in favor of Defendant."	See the committee's response to a similar comment of Bay Area Legal Aid, above.
			B. Additions and Revisions to Section 10 Subsection (d) should be removed from the general provisions section. An order barring access to the court record should be automatic rather than an option for the parties to agree to seal the record. We recommend that this provision be moved to the order section as an automatic order. This is consistent with C.C.P. § 1161.2 subsections (a)(1)(E), (F) and (a)(1)(G) which provide that an unlawful detainer action only becomes public if judgment is entered in favor of the plaintiff within 60 days of filing of the complaint or after trial if more than 60 days since filing of the complaint. Any policy encouraging early resolution of unlawful detainer cases should also be consistent	See the committee's response to a similar comment of Bay Area Legal Aid, above.

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			with current public policy favoring sealing of court records to incentivize defendant participation in early dispute resolution and to reduce the harm of an unlawful detainer judgment to a defendant especially during the current housing crisis in California.	
			Subsection (c) should be revised to conform to current law and minimize disputes regarding the condition of the property as a material breach of a settlement agreement. The following revision aligns with a commonly used settlement term in unlawful detainer settlements: "Defendant agrees to leave the rental property free of garbage and debris and all personal belongings. Any personal items left in the rental property after [DATE] are deemed abandoned. This means the items will no longer be considered defendant's personal belongings and Plaintiff will have the right to dispose of these items without further notice, or cost, to Defendant. Defendant's abandonment of personal property shall not be considered a breach of the stipulation."	See the committee's response to a similar comment of Bay Area Legal Aid, above.
			We recommend adding Subsection h to include a term allowing parties to agree only to the matter of possession and reserve all monetary claims arising from the tenancy. Possession is generally the most important issue between parties in an unlawful detainer. At times, parties agree as to possession, but disagree as to the amount of damages owed or lesser important terms. Allowing parties to settle the matter of possession, and reserve claims as to monetary damages, would facilitate settlement when parties agree as to possession but not damages. Parties could informally handle the issue of damages outside of the unlawful detainer or in small claims court. We suggest adding the following Subsections: h. □ "Each party in this action reserves all rights he has or may have against the other for claims arising from the subject tenancy (including, but not limited to, claims regarding rent, damages, wrongful conduct, tort claims, breach of contract, etc.)" i. □ "Plaintiff to provide a neutral, or better, rental reference of defendant to any prospective landlord. Plaintiff has not, and will not, report this action to any credit and/or landlord reporting agencies."	The committee modified the proposal in light of this and other comments by adding an option in item 10 for the parties to agree to reserve issues other than possession as suggested and recirculated it for further comments.

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			III. Are there other terms common to orders in eviction cases that might be considered for inclusion on the form? For example, does the form need to state when the case is to be calendared for dismissal? Yes. As drafted, the Stipulation form does not include an option for the parties to lodge the stipulation and provide for dismissal once the terms of the stipulations have been satisfied. There should be an additional checkbox under Section 4 stating that "The above-named parties agree to abide 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 [_____]."	The committee modified the proposal in light of this and other comments by adding an option in the Order for the court to schedule the case for dismissal and recirculated it for further comments.
			There should also be an additional checkbox allowing the Court to retain jurisdiction such as "the Court shall retain jurisdiction to enforce the terms of this agreement pursuant to C.C.P. § 664.6." Currently this is only found in Section 10(e). This should be included in the order to ensure that the court's jurisdiction to enforce is easily located in the event of a dispute over compliance with the agreement.	See the committee's response to a similar comment of Bay Area Legal Aid, above.
			Lastly, as set forth in II(B) above the Order should include automatic sealing of the court record rather than an option for the parties to agree to seal the record. Again, we believe this is consistent with C.C.P. § 1161.2 current public policy favoring sealing of court records in unlawful detainer actions.	See the committee's response to a similar comment of Bay Area Legal Aid, above.
			IV. Additional issues and proposed revisions. A. Revision of Section 6 The parenthetical under Section 6(a) should be deleted. If a judgment were to issue after trial an unlawful detainer action, only holdover damages and attorney's fees and costs would be awarded to the landlord. It is a misstatement to include "(Damages may include an amount based on daily rental value or any harm to the property.)" While the parties may negotiate their own terms in a settlement, it would be improper to suggest	See the committee's response to a similar comment of Bay Area Legal Aid, above.

	Commenter	Position	Comment	Committee Response
			that property damages could be recouped as part of a settlement when such damages could not be awarded if the defendant was found guilty of unlawful detainer after a trial on the merits. The "Damages" category in the table should be replaced by "Holdover Damages." The "Other" box should be deleted as well. This is consistent with existing local forms, such as LACIV-136 (Unlawful Detainer Stipulation and Judgment) currently used in Los Angeles Superior Court.	
			Section 6(b) of the proposed Stipulation should be revised. In the first sentence the checkbox for "received" should be accompanied by a parenthetical indicating that it applies "for in-person payments." Section 6(b)(2) should be deleted while replacing it with the "Other payment schedule" in Section 6(b)(3) along with additional blank lines followed by "until paid in full" to allow the parties to set out an alternative and potentially longer payment schedule without the limitation of the 5 blank spaces in (b)(2).	See the committee's response to a similar comment of Bay Area Legal Aid, above.
			Section 6(c) should be more specific, we propose: Payment shall be made payable to: _____, and delivered to _____ □ via mail □ hand-delivery (during business days and hours: _____). This provides clarity for payments that may be payable to a person or entity that is not the named plaintiff but are received by an authorized agent or property manager who is named in the unlawful detainer action.	See the committee's response to a similar comment of Bay Area Legal Aid, above.
			Section 6(d) should be amended to delete "and not request any further delays (or stays of execution)." Again, while parties are free to negotiate the terms of a settlement, there should not be an automatic conditioning of the move out date with a waiver of critical rights. While we agree that settlement should be final, the COVID-19 pandemic has shown us that unforeseen events may necessitate a stay of execution. Moreover, an individual with disabilities has the legal right to request a reasonable accommodation at any point in a proceeding; it would be inappropriate to suggest otherwise. If this is a material term for some parties, it can be added in the "other" section.	See the committee's response to a similar comment of Bay Area Legal Aid, above.

	Commenter	Position	Comment	Committee Response
			Also, "midnight" should be changed to 11:59 p.m. on [DATE] to avoid ambiguity as to whether the defendant is agreeing to move out the morning of the vacate date rather than at the end of the day on the vacate date.	See the committee's response to a similar comment of Bay Area Legal Aid, above.
			Lastly, we recommend language allowing the tenant to vacate sooner and get credit for vacating sooner if they are agreeing to pay rent through the moveout date. Without this revision, Section 8 Housing Choice Voucher Tenants would not be able to move with publicly funded rental assistance unless their new tenancy aligned precisely with their move date, which is a virtual impossibility. We would recommend Section 6(d) be reworded as follows: d. □ To move out of (vacate) the rental property no later than 11:59 PM on _____. Defendant shall be credited $_____ daily rental value, per day if Defendant vacates prior to the Move out date. Plaintiff waives any right to a notice if the tenant vacates before the Move out date. The tenancy shall be terminated on the Move out date or when the tenant vacates, whichever occurs earlier.	The committee disagrees and is not recommending including the language proposed. The item is a generally applicable item to move out by a certain date. The suggestion would complicate the provision and would not apply in many cases. The committee notes that the "Other" option at the end of item 6 may be used to address any terms required for Section 8 housing.
			B. Revision of Section 7 We object to Section 7 as drafted to the extent that it includes various provisions allowing the plaintiff to request an entry of judgment without notice to the defendant or an opportunity for hearing. It is common practice by unlawful detainer defense attorneys to include terms that require advanced notice of a breach of a settlement agreement as well as an opportunity for hearing in the event of an alleged breach. This is an important safeguard in any agreement with a payment plan or agreements to move out, where disputes often arise as to whether a payment was properly made or whether a tenant "properly" vacated the subject property. It also ensures that a tenant has advanced notice of any judgment and any writ of possession that may be issued should they be found in breach of the settlement agreement. Below are the proposed revisions:	The committee modified the proposal in light of this and other comments and recirculated it for further comments, and in light of comments received on the second invitation to comment, the committee is recommending that items 7 and 9 provide more general information about notice and hearing and omit the list of potential results.

	Commenter	Position	Comment	Committee Response
			7. □ If defendant does not do everything agreed to, the parties agree that plaintiff can return the court to state that defendant has not complied with the Stipulation and ask the court to make a judgment as follows: a. In the event of a breach, Plaintiff may request an ex parte hearing with ___ business days' notice ("Notice Period"). During the Notice Period, Defendant has the opportunity to cure the alleged breach. b. After the notice in (a.) above expires, plaintiff may request an ex parte hearing to enforce the agreement within _____ business days. This does not waive any notice required by court rules for an ex parte hearing. c. Result (check all that apply): (1) □ That defendant be ordered to move out (evicted) and locked out (immediate possession) of the rental property identified in 3. (2) □ That judgment be entered for any amount of money that remains unpaid pursuant to the terms of this agreement. (3) □ Cancellation of the rental agreement/lease. (4) □ Other:	
			C. Revision of Section 9 For consistency, Section 9 which provides the terms regarding the plaintiff's breach of the agreement should also be revised so they reflect similar provisions in Section 7. Below are the proposed revisions: 9. □ If plaintiff does not do everything agreed to, the parties agree that defendant can return the court to state that defendant has not complied with the Stipulation and ask the court to make an order as follows: a. In the event of a breach, Defendant may request an ex parte hearing with ___ business days' notice ("Notice Period"). b.	The committee modified the proposal in light of this and other comments and recirculated it for further comments, and in light of comments received on the second invitation to comment, the committee is recommending that items 7 and 9 provide more general information about notice and hearing.

	Commenter	Position	Comment	Committee Response
			c. After the notice in (a.) above expires, defendant may request an ex parte hearing to enforce the agreement within _____ business days. This does not waive any notice required by court rules for an ex parte hearing. d. Result (check all that apply): (1) □ Plaintiff be ordered to do what was promised by [DATE]. (2) □ Plaintiff pays defendant the amount of $_____ by [DATE]. (3) □ Defendant's move out date is now [DATE] due to plaintiff's failure to pay the amounts in 8(¶).	
			D. Revise Section 11 As drafted, Section 11 conflicts and can create confusion with the agreements as set forth in Sections 6 through 10. Additionally, it is problematic as it only allows for a conditional judgment against defendant and not a conditional dismissal. It should be rewritten as: "Plaintiff shall dismiss permanently (with prejudice) the eviction case that is currently pending as soon as defendant has done everything agreed to in this Stipulation. If the agreement provides that the defendant will stay in the rental property if all conditions are met, then the defendant's tenancy will be reinstated without further conditions once the case is dismissed. But plaintiff may seek eviction and lockout (immediate possession of the rental property), subject to Section 7, if defendant does not do everything agreed to in this Stipulation."	The committee modified the proposal in light of this and other comments and recirculated it for further comments, and in light of comments received on the second invitation to comment, the committee is recommending that item 11 provide additional information.
			E. Add a declaration attesting to translation of the stipulation. As currently drafted, the stipulation form does not include any attestation as to whether the parties received translation assistance. It is important that litigants with limited English proficiency receive interpretation (verbal) and translation (written) services during settlement negotiations, drafting of the agreement, and prior to signing. The form should include a notice in all major languages spoken in California notifying litigants	See the committee's response to the same comment from Bay Area Legal Aid, above.

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			that they should secure an interpreter/translator to assist in the preparation of the settlement agreement. In addition, the form should include an attestation for litigants requiring translation services that they have received those services in the preparation and execution of the stipulation. If available, there should also be an attestation for an interpreter to sign as well to certify that the document was translated.	
			Conclusion While intended to facilitate early resolution of unlawful detainer cases, it is necessary to adopt additions and revisions to these forms that maintain some parity in a proceeding where tenants too often start out at a massive disadvantage. We are deeply concerned about access to justice for people who receive an unlawful detainer and cannot access legal assistance. These are people who are likely to head into any type of early dispute resolution unprepared, unaware of their legal rights and under extreme stress. To ensure that any settlement process is fair for all litigants involved, it is important to create forms that set the parties on equal footing and that are easy to navigate. We appreciate your efforts to make the proposed forms as accessible and comprehensive as possible.	No further response required.
9.	National Housing Law Project by Lila Gitesatani Staff Attorney	NI	The National Housing Law Project writes in response to the Judicial Council's Invitation to Comment W23-03, *Unlawful Detainer: Opportunities for Settlement Before Trial*. We appreciate that the Judicial Council is attempting to address the challenge of meaningful settlement opportunities in unlawful detainer cases, especially as we stand on the brink of a wave of evictions once the remaining COVID- 19 eviction protections expire. NHLP advances housing justice for poor people and communities by strengthening and enforcing the rights of tenants, increasing housing opportunities for underserved communities, including tenants with publicly funded housing subsidies, and preserving and expanding the nation's supply of safe and affordable homes. NHLP is a support center for California legal services programs and provides technical assistance and training to advocates that represent tenants throughout the state. It is the work of eviction defense and other attorneys on the ground that informs all of our policy advocacy.	The committee thanks the commenter for their input. See the committee's responses to the comments of Western Center on Law & Poverty (WCLP), below.

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			We are generally in favor of early dispute resolution in unlawful detainer cases, but we have concerns regarding the substance of the proposed form as well as the accompanying proposed change to the California Rules of Courts. We raise these concerns because the unfortunate reality is that tenants are on unequal footing when it comes to dispute resolution because they do not always have the benefit of legal counsel, especially in jurisdictions where free and low-cost legal services are not readily available. Thus, it is especially important to ensure that the forms make it easy for tenants and landlords to make agreements that preserve tenants' housing and avoid unfairly burdening tenants with costs and fees that would not be included in a court judgment. It is also important that the forms be clear, easy to use, and allow tenants an opportunity to engage in meaningful settlement negotiations. We reviewed the forms and by way of cross-reference, incorporate WCLP's detailed comments as outlined in their letter dated January 19, 2023.	
10.	Orange County Bar Association by Michael A. Gregg, President Newport Beach	AM	Yes, the proposal adequately addresses the stated purpose.	The committee thanks the Orange County Bar Association for its input.
			The Council should consider including the additional terms contained in Form UD-115 "Stipulation for Entry of Judgment", Form UD-110 "Judgment-Unlawful Detainer", and the additional terms referenced in the "California Courts Self-Help Guide for Unlawful Detainer Proceedings" (effective January 1, 2003). Such forms reference stipulations about credit reporting and disparagement, return/removal/repair of personal properties or the rental property itself, return of keys, garage openers, and HOA access cards, utilities, and removal/entry related to all unknown occupants who have been served with a Prejudgment Claim of Right to Possession (Form CP-10.5). Council should reference and consider the terms set forth in Form UD-110 "Judgment – Unlawful Detainer", in addition to the terms referenced below. It is unclear why every case should be calendared for dismissal especially since a judgment may be subsequently entered by stipulation or otherwise and since writs of possession/execution may be further required. Additional terms, such as the date the case is calendared for dismissal, would likely undercut the "plain language" intent of the form and could create unnecessary confusion for any self-represented parties.	The committee modified the proposal in light of this and other comments and recirculated it for further comments. To the extent there are additional terms in forms UD-110 and UD-115, the "Other" options at the end of items 6, 8, and 10 allow parties to include any terms necessary to an agreement, including any contained in the other materials referenced by the commenter. Because form UD-155 is meant to be plain language and to

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				cover the most common terms of an agreement between parties in an unlawful detainer proceeding, the committee prefers to find a balance between comprehensive and all inclusive, rather than trying to include all potential components (e.g., keys, garage openers, HOA access cards, utilities, etc.).
			The OCBA has several specific recommendations for modifications to the proposed form. First, the OCBA recommends modifying the proposed form to replace the phrase "rental property" with "property." Although the majority of the unlawful detainer cases involve rental properties, some involve mortgages that have been foreclosed but where the former homeowner refuses to vacate the premises. The foreclosing party must then initiate an unlawful detainer action to remove the former homeowner. In these circumstances, the form could still be helpful if the parties are able to come to a pretrial settlement. But, the phrase "rental property" may cause unnecessary confusion and create the belief that the form cannot be used in circumstances involving a foreclosed mortgage.	The committee modified the proposal as suggested and recirculated it for further comments.
			The OCBA also recommends the following, additional modifications: (1) Proposed Rule 3.2005(a) be modified to include referencing that the parties and counsel should be encouraged to participate in some form of voluntary ADR to the extent feasible before trial, provided that the expedited trial proceedings are not unreasonably delayed and provided that voluntary participation is emphasized by the court;	The committee appreciates the commenter's concerns about delay and voluntary participation. With respect to "unreasonable delay," the committee believes the concern is addressed by the "to the extent feasible" language already included in subdivision

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				(a). To the extent the commenter is requesting inclusion of "voluntary" participation in an ADR process, the committee agrees that voluntary participation is generally preferable, but the committee is concerned that adding the suggested language may be inconsistent with a court's setting a mandatory settlement conference on its own motion or at the request of any party, as provided in rule 3.1380. Because of the potential for conflict, the committee does not believe that voluntary participation should be added.
			(2) Proposed Rule 3.2005(b) be modified to reference that unlawful detainer settlement conferences may be deemed mandatory in accordance with Rule 3.1380 only if, after discussion with the parties or counsel, the court believes that such a conference would not unreasonably delay final resolution of the case and that the parties would benefit from such a mandatory conference;	This comment is beyond the scope of the invitation to comment. Subdivision (b) authorizes a court to exempt parties from an existing deadline under the mandatory settlement conference rule (rule 3.1380). The proposal does not address the conditions for setting a mandatory settlement conference; that is the subject of rule 3.1380.
			(3) Proposed Optional Form UD-155 be modified to make its terms more equally applicable to both plaintiffs and defendants, such as at section 4 ("If the Stipulation and	The committee substantially modified proposed form UD-

	Commenter	Position	Comment	Committee Response
			Judgment is approved, the court will enter judgment against the defendant immediately") and at section 5 ("Defendant will stay in the rental property.." and "Defendant will move out of…") and at section 11 ("Conditional Judgment: Defendant will stay…But plaintiff may seek eviction and lockout ..");	155 in light of this and other comments and recirculated it for further comments.
			(4) Proposed Optional Form UD-155 be modified and clarified to explain or make equal at sections 7a/b and 9a/b why plaintiff is required to give only (blank) hours' notice to defendant, but defendant must give 2 days' notice to plaintiff; and also why the court is authorized to give an immediate judgment to plaintiff after defendant's default "without holding another hearing", but defendant is required to "ask the court for a hearing in 6-10 days" after the plaintiff's default?	The committee modified the proposal in light of this and other comments and recirculated it for further comments, and in light of comments received on the second invitation to comment, the committee is recommending that items 7 and 9 provide more general information about notice and hearing.
			(5) Proposed Optional Form UD-155 be modified at section 9 to add a new subsection - "d. Other: (describe any other order the defendant may request)."	The committee modified the proposal in light of the comments and recirculated it for further comment, but in light of the comments received, the committee is recommending that items 7 and 9 omit terms that are not necessary or potentially in conflict with local practices. The committee is also recommending that these items include a citation to the California Rules of Court and note that ex parte hearings and schedules differ by court.

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11.	Public Law Center by Jonathan Bremen Impact Litigation Staff Attorney	NI	Public Law Center (PLC) is a 501(c)(3) not-for-profit organization that provides free civil legal services to low-income individuals and families across Orange County. The civil legal services that we provide include consumer, family, immigration, housing, veterans, community organizations, and health law. PLC appreciates the opportunity to comment on Invitation W23-03, regarding: (1) the adoption of California Rules of Court, rule 3.2005; and (2) a new form (UD-155) for optional use in unlawful detainer cases.	The committee thanks Public Law Center for their input. See the committee's responses to the specific comments, below.
			I. Proposed Rule 3.2005 PLC supports the use of alternative dispute resolution processes in unlawful detainer actions, as it helps our clients reach a mutually satisfactory resolution more quickly and efficiently than going through the traditional legal process. However, PLC recommends the following revisions to proposed Rule 3.2005: Rule 3.2005. Settlement opportunities (a) Policy favoring an opportunity for resolution without trial The intent of this rule is to promote opportunities for resolution of unlawful detainer cases before trial. Courts **may** encourage participation, to the extent feasible, in at least one opportunity for resolution before trial, including but not limited to a settlement conference, mediation, or another alternative dispute resolution process **at no-cost to the litigants**. (b) Exemption for mandatory settlement conference statement deadline **For Courts with local mandatory settlement conference rules in unlawful detainer cases**, the court may **exempt the parties** from the five-court-day deadline for submitting a settlement conference statement set out in rule 3.1380(c). **A party who fails to timely submit a settlement conference statement shall not be subject to sanctions, monetary or otherwise.** The recommended changes in subdivision (a) are consistent with many alternative dispute resolution programs that already exist in some jurisdictions, where those programs are provided at no cost to litigants. This ensures that both parties can engage	See the committee's response to a similar comment from Bay Area Legal Aid, above.

	Commenter	Position	Comment	Committee Response
			in the dispute resolution process regardless of financial means. Further, in recognition of limited judicial resources and limited access to free alternative dispute resolution options in some jurisdictions, the rule should encourage but not mandate any form of dispute resolution that will raise financial barriers to low-income litigants. The recommended changes to subdivision (b) are necessary because, as the Judicial Council has acknowledged, some Courts require mandatory settlement conferences for unlawful detainer cases. For clarity, it is important that the rule is not seen as a blanket requirement for all Courts. Further, to avoid any negative repercussions for pro per litigants who fail to file a settlement conference statement, it should be clear that the Court is not authorized to issue sanctions, whether financial or procedural, for failing to comply with Rule 3.1380, subdivision (c).	
			II. Proposed Form UD-155 (*Eviction Case Stipulation*) In general, PLC supports the adoption of form UD-155, as its plain language would assist our pro per unlawful detainer clients in reaching settlements with their landlords. However, PLC recommends several minor modifications to the form to better protect the rights of our clients.	The committee appreciates PLC's support for a plain language form.
			A. Section 6 PLC urges the Judicial Council to remove the language in parentheses under Section 6(a). If a judgment is issued in an unlawful detainer action, the only damages that would be awarded to the landlord would be holdover damages, attorney fees, and costs. It is incorrect to include the statement "(Damages may include an amount based on daily rental value or any harm to the property.)" in the form. Although the parties may agree to their own terms in a settlement, it would be inappropriate to suggest that property damages could be recovered as part of a settlement when such damages could not be awarded if the defendant is found guilty of unlawful detainer after a trial. The "Damages" category in the table should be changed to "Holdover Damages." In addition, the "Other" category should be deleted completely. There is no definition of the term "other" and, like "damages," it leaves room for including amounts that could	See the committee's response to a similar comment of Bay Area Legal Aid, above.

	Commenter	Position	Comment	Committee Response
			not be recovered as part of a judgment in an unlawful detainer action. This is consistent with existing local forms, such as LACIV-136 (Unlawful Detainer Stipulation and Judgment) currently used in Los Angeles Superior Court. A statement should be added that the amounts listed in the table are the only amounts owed to the plaintiff as of the date of the agreement and that the plaintiff may not demand additional amounts once the settlement is approved by the court.	
			Section 6(d) should be amended to delete "and not request any further delays (or stays of execution)." Again, while parties are free to negotiate the terms of a settlement, there should not be an automatic conditioning of the move out date with a waiver of critical rights. While we agree that settlement should be final, the COVID-19 pandemic has shown us that unforeseen events may necessitate a stay of execution. Moreover, a tenant may unwittingly waive their rights under the American Disabilities Act, the Fair Housing Act, or other civil rights laws. If this is a material term for some parties, it can be added in the "other" section.	The committee modified the proposal as suggested in light of this and other comments and recirculated it for further comment.
			Finally, "midnight" should be changed to 11:59 p.m. on [DATE] to avoid ambiguity as to whether the defendant is agreeing to move out the morning of the vacate date rather than at the end of the day on the vacate date.	The committee modified the proposal as suggested in light of this and other comments and recirculated it for further comment.
			B. Section 7 PLC recommends that the Judicial Council remove Section 7(a)(1) from UD-155. Section 7(a)(1) provides an option for a tenant to agree to no additional notice before an ex parte hearing, if the tenant does not comply with the Stipulation. Generally, California law requires a party to give reasonable notice of an ex parte application in an unlawful detainer proceeding. [FN1: (See Cal. Rules of Court, rule 3.1203, subd. (b).)] Thus, Section 7(a)(1) allows a defendant to waive the right to notice, and it presents such a waiver as a conventional term in an unlawful detainer settlement. Notably, UD-115, the standard form for Stipulation for Entry of Judgment in unlawful detainer cases, does not include an analogous term. Although UD-115 provides space	The committee modified the proposal in light of this and other comments and recirculated it for further comment, but in light of comments received on the second invitation to comment, the committee is recommending that item 7 provide more general information about notice and hearing.

	Commenter	Position	Comment	Committee Response
			for parties to add negotiated terms (see UD-115, § 7), PLC's experience is that represented tenants in unlawful detainer cases do not typically waive notice requirements for ex parte hearings. Because UD-155 is designed for tenants without legal representation, an option to waive notice requirements could result in an unknowing waiver of rights. This is especially true given that landlords have unequal bargaining power and are more likely to be represented by counsel. [FN2: A recent report by the American Civil Liberties Union (ACLU) found that just 3% of tenants are represented in eviction cases, compared to over 80% of landlords. (See ACLU Research Brief, "No Eviction Without Representation," (May 11, 2022) <https://www.aclu.org/sites/default/files/field_document/no_eviction_without_representation_research_brief_0.pdf> (as of January 12, 2023).)] Furthermore, if a landlord successfully obtained ex parte relief without notice, it would have a detrimental effect on the tenant. Regarding notice, PLC further recommends that the Judicial Council add the following language under the notice sections (Sections 7 and 9): > All notices related to this Stipulation must be in writing and sent by mail (firstclass mail, certified, or registered with a return receipt) or given in person (acknowledged in writing by an authorized recipient). If the notice is sent by mail, it will be considered received three (3) days after it was sent. If the notice is given in person, it will be considered received immediately. The notice must be sent or given to the following: [*plaintiff's name/attorney/representative*] [*defendant's name/attorney/representative*]. Section 7(b)(2) provides an option for a tenant to waive a hearing before the court issues a judgment. PLC urges the Judicial Council to remove this option from the form for several reasons. First, providing an option for a tenant to waive a hearing before the court issues a judgment undermines the importance of due process in the legal system. The right to a hearing is a fundamental principle in our legal system and is essential for ensuring that a fair and just outcome is reached. Allowing a tenant to waive this right without fully understanding the consequences of such a decision could lead to an unjust outcome.	

	Commenter	Position	Comment	Committee Response
			Second, the option for a tenant to waive a hearing before the court issues a judgment would disproportionately affect low-income and vulnerable tenants who are more likely to be unrepresented in court. These tenants may not fully understand the implications of waiving their right to a hearing. Indeed, a waiver of hearing would eliminate the tenant's opportunity to present their case or any evidence to contest the landlord's actions. Lastly, like the waiver of notice, PLC's experience is that represented tenants in unlawful detainer cases do not typically waive hearings before the court issues a judgment. Accordingly, UD-155, which is specifically designed for unrepresented parties, should not present a waiver of hearing as if it were a conventional term in settlement agreements. Section 7(a)(2) includes a blank space for the number of hours of notice that the landlord must give the tenant before seeking ex parte relief. The parties are able to fill in this blank space with the agreed upon number of hours. Section 7(a)(2) should not count time in hours, but rather in days, because counting time in hours may not provide enough notice for a tenant to respond to the landlord's request for ex parte relief, especially given the short time frame in which unlawful detainer cases are typically resolved. Counting notice time in days would provide a more reasonable amount of time for the tenant to respond. This would also align with the parallel tenant option in Section 9(a) and (b) of the form, which counts notice time in days. This consistency would make it easier for tenants and landlords to understand the notice requirements and would help ensure that the rights of tenants are protected throughout the process. Additionally, counting notice time in hours might be particularly difficult for tenants who have limited knowledge of the legal system, or who have other obligations, such as work or childcare, that might make it difficult for them to respond to an ex parte request within a short period of hours. Counting notice time in days would provide more flexibility for tenants and would ensure that they have adequate time to respond to the landlord's request.	

	Commenter	Position	Comment	Committee Response
			C. Section 8 Section 8(c) should be rewritten to provide an option whereby the landlord waives all rent amounts if the tenant agrees to move out. As it currently reads, section 8(c) only waives fees and interests for "the amount owed," which leaves a tenant with the only option to pay and move when in most jurisdictions, tenants with attorneys more commonly only enter into agreements to vacate their home in exchange for waiver of all rent amounts. We propose the following revision: c. For any rent demanded in the complaint: (1) ☐ To waive all rent, late fees, and holdover damages associated with defendant's tenancy that were demanded in the complaint. (2) ☐ To waive any and all fees and interest, if any, for the amount owed in 6	The committee modified the proposal in light of this and other comments by adding an option to waive all rent, late fees, and damages that were requested in the case and recirculated it for further comment.
			Section 8(d) should also include a term whereby the plaintiff agrees to temporarily relocate defendant if necessary to complete the repairs. In some instances, the needed repairs may be so extensive or of a type that require the tenant to vacate the unit for a prolonged length of time. Examples of this include but are not exclusive to mold remediation, lead paint hazards, structural defects, and pest control work to name a few. We propose that Section 8(d) instead read as "To make the following repairs (describe all repairs to the property). If the defendant must leave the rental property in order for the plaintiff to complete the repairs, the plaintiff agrees to temporarily relocate defendant at plaintiff's expense:' Additionally, if a tenant is able to remain in a unit while repairs are completed, Section 8(d) should account for a reduction in rent to a reasonable value until the completion of repairs, consistent with the relief a tenant could obtain under Code of Civil Procedure section 1174.2.	See the committee's response to a similar comment of Bay Area Legal Aid, above.
			Section 8(e) should be revised to "all future rent payments." As currently drafted, the agreement can create ambiguity as to whether it is referring to the payments listed in the stipulation rather than "future rent payments." This is consistent with current law requiring that a payment designated for a certain obligation must first be applied to that obligation.	See the committee's response to a similar comment of Bay Area Legal Aid, above.

	Commenter	Position	Comment	Committee Response
			A subsection should be inserted to account for when a plaintiff agrees to pay a tenant a sum of money to vacate the rental property by a certain date. These are commonly known as "cash for keys" agreements. The subsection should outline the amount to be paid to the tenant, the method of payment, date of payment and the penalty for failing to make payment. A proposed term would read: "Plaintiff agrees to pay defendant $_____ in certified funds, in exchange for moving out as agreed to in 6(d). Payment to made payable to _____, and delivered to _____ on or by [DATE]. If plaintiff fails to make payment as agreed, then the defendant's vacate date will be extended by _____ days for each day that the payment is late."	See the committee's response to a similar comment of Bay Area Legal Aid, above.
			Section 8 should also include a provision whereby both parties agree to waive all attorney fees and costs associated with the unlawful detainer action and an additional option whereby plaintiff agrees to pay an amount to cover the defendant's attorney fees and costs.	See the committee's response to a similar comment of Bay Area Legal Aid, above.
			D. Section 9 For consistency, Section 9, which provides the terms regarding the plaintiff's breach of the agreement should also be revised so they reflect similar provisions in Section 7. Below are the proposed revisions: 9. ☐ If plaintiff does not do everything agreed to, the parties agree that defendant can return the court to state that plaintiff has not complied with the Stipulation and ask the court to make an order as follows: a. Defendant agrees to give _____ business days' notice to plaintiff(s). b. After the notice in (a.) above expires, defendant may request an ex parte hearing to enforce the agreement within _____ business days. This does not waive any notice required by court rules for an ex parte hearing. c. Result (check all that apply): (1) ☐ Plaintiff be ordered to do what was promised by [DATE]. (2) ☐ Plaintiff pays defendant damages in the amount of $_____ by [DATE]. (3) ☐ Defendant's move out date is now [DATE] due to plaintiff's failure to pay the amounts in 8(¶).	The committee modified the proposal in light of this and other comments by modifying item 9 to more closely resemble item 7 and recirculated it for further comment, but in light of comments received on the second invitation to comment, the committee is recommending that item 9 provide more general information about notice and hearing and to omit the list of potential results.

	Commenter	Position	Comment	Committee Response
			E. Section 10 Section 10(d) includes an option for the parties to stipulate that the record will be sealed. The "Order" section of the proposed form also provides the option for the Court to order the record sealed. Code of Civil Procedure section 1161.2 ("Section 1161.2") restricts public access to the record in an unlawful detainer for 60 days from the date the complaint is filed. The records are only accessible to the public if judgment is entered in favor of the plaintiff within 60 days of filing of the complaint or after trial more than 60 days since filing of the complaint. Because Section 1161.2 does not provide for public access to records in the case of settlement, it is unnecessary to provide an option for the parties to stipulate to record sealing. In other words, if the parties settle, then the records must be sealed. Thus, PLC recommends that the Judicial Council remove Section 10(d) and remove the check box from the "Order" section of UD-155, instead stating that the records are automatically sealed pursuant to Section 1161.2.	See the committee's response to a similar comment of Bay Area Legal Aid, above.
			Subsection (c) should be revised to conform to current law and to minimize disputes regarding the condition of the property as a material breach of a settlement agreement. The following revision aligns with a commonly used settlement term: "Defendant agrees to leave the rental property free of garbage and debris and all personal belongings. Any personal items left in the rental property after [DATE] are deemed abandoned. This means the items will no longer be considered defendant's personal belongings and Plaintiff will have the right to dispose of these items without further notice or cost to defendant(s). Any personal belongings deemed abandoned will not be considered a breach of this agreement."	See the committee's response to the same comment of Bay Area Legal Aid, above.
			F. Dismissal In its Invitation to Comment, the Judicial Council specifically requested comment on whether UD-155 needs to state when the case is to be calendared for dismissal. PLC recommends that the Judicial Council amends UD-155 to include such a term in the "Order" section. This would provide clarity and transparency for all parties involved in	See the committee's response to a similar comment of Bay Area Legal Aid, above.

	Commenter	Position	Comment	Committee Response
			the case and would help to ensure that the dismissal process is completed in a timely manner. Having a specific date for dismissal calendared in the form would also provide a clear deadline for both the landlord and tenant to comply with the dismissal agreement. This would prevent any confusion or misunderstandings regarding when the case is to be officially dismissed, as well as ensuring that the parties have a clear understanding of their obligations related to the dismissal. Additionally, including a section for the dismissal date would align with the Judicial Council's goal to provide a clear and easy to understand form for both the parties and the court.	
			G. Language Access According to the Judicial Council's website, "[m]ore than 200 languages and dialects are spoken in California" and "[n]early 7 million (19%) Californians report speaking English 'less than very well.' " [FN3: https://www.courts.ca.gov/languageaccess.htm.] As the Judicial Council has acknowledged, "[w]ithout proper language assistance, limited English proficient (LEP) court users may be excluded from meaningful participation in the judicial process. Many LEP litigants appear without an attorney, and friends and family members who act as interpreters often do not understand legal terminology or court procedures. [¶] Further, LEP court users' language needs are not limited to the courtroom; the need for language assistance extends to all points of contact for the public." To this end, many forms provided by the Judicial Council are available in languages other than English. This is particularly important for the UD-155 form, which is specifically designed to be used by individuals who do not have legal representation. By making this form available in multiple languages, the Judicial Council would ensure that unrepresented parties are not hindered by language barriers when settling unlawful detainer actions.	The committee appreciates the concerns raised by these comments. The committee agrees that language access is critical. The committee will consider the suggestion for translated forms as time and resources permit.

	Commenter	Position	Comment	Committee Response
			The Judicial Council's data [FN4: See Judicial Council, Court Language Support Program, "Strategic Plan for Language Access in the California Courts," (Jan. 22, 2015) Appendix E <https://www.courts.ca.gov/documents/CLASP_report_060514.pdf> (as of Jan. 18, 2023).] and PLC's internal statistics suggest that at a minimum, UD-155 should be available in Spanish and Vietnamese.	
			III. Conclusion While proposed form UD-155 aims to facilitate the early resolution of unlawful detainer cases, it is crucial that additional revisions and adjustments are made to ensure fairness for all parties. At Public Law Center, we are concerned about the lack of access to justice for individuals who are facing an unlawful detainer and do not have access to legal assistance. These individuals are at a disadvantage and are likely to be unprepared, uninformed of their legal rights, and under stress during any form of early dispute resolution. To ensure that the settlement process is fair for all parties, it is essential to create forms that are easy to understand and that provide a level playing field for all litigants. PLC appreciates the efforts made by the Judicial Council Civil and Small Claims Advisory Committee to make this form as accessible and comprehensive as possible.	The committee understands the commenter's concerns and is recommending changes to form UD-155 that are intended to make it clearer and more accessible to parties.
12.	Superior Court of California County of San Diego by Michael Roddy	A	Does the proposal appropriately address the stated purpose? **Yes.**	The committee thanks the Superior Court of California County of San Diego for the information provided.
			Are there other terms common to orders in eviction cases that might be considered for inclusion on the form? For example, does the form need to state when the case is to be calendared for dismissal? **No, the proposed form appears to capture the common terms included in stipulated agreements.**	The committee thanks the Superior Court of California County of San Diego for the information provided.
			Would the proposal provide cost savings? If so, please quantify. **No.**	The committee thanks the Superior Court of California County of San Diego for the information provided.

	Commenter	Position	Comment	Committee Response
			What would the implementation requirements be for courts—for example, training staff (please identify position and expected hours of training), revising processes and procedures (please describe), changing docket codes in case management systems, or modifying case management systems? **If the form remains optional, implementation requirements would be minimal and consist of informing affected staff that this form may be used by parties. If the form is made mandatory, in addition to notifying staff, it would require updating internal procedures and updates to the court's case management system.**	The committee thanks the Superior Court of California County of San Diego for the information provided.
			Would three months from Judicial Council approval of this proposal until its effective date provide sufficient time for implementation? **Yes.**	The committee thanks the Superior Court of California County of San Diego for the information provided.
			How well would this proposal work in courts of different sizes? **It appears the proposal would work for courts of various sizes.**	The committee thanks the Superior Court of California County of San Diego for the information provided.
13.	Western Center on Law & Poverty by Lorraine A. Lopez, Attorney	NI	Western Center on Law & Poverty writes in response to the Judicial Council's Invitation to Comment W23-03, *Unlawful Detainer: Opportunities for Settlement Before Trial*. We appreciate that the Judicial Council is attempting to address the challenge of meaningful settlement opportunities in unlawful detainer cases, especially as we stand on the brink of a wave of evictions once the remaining COVID-19 eviction protections expire. We are generally in favor of early dispute resolution in unlawful detainer cases, but as outlined in this letter, we have concerns regarding the substance of the proposed form as well as the accompanying proposed change to the California Rules of Courts. We raise these concerns because the unfortunate reality is that tenants are on unequal footing when it comes to dispute resolution because they do not always have the benefit of legal counsel, especially in jurisdictions where free and low-cost legal services are not readily available. Thus, it is especially important to ensure that the forms make it easy for tenants and landlords to make agreements that preserve tenants' housing and avoid unfairly burdening tenants with costs and fees that would not be included in a court	The committee thanks WCLP for its input. See the committee's responses to specific comments, below.

	Commenter	Position	Comment	Committee Response
			judgment. It is also important that the forms be clear, easy to use, and allow tenants an opportunity to engage in meaningful settlement negotiations. Below we address the Council's specific inquiries and offer additional suggestions.	
			I. Does the proposal appropriately address the stated purpose? The changes address the stated purpose in part by encouraging early resolution of cases and creating a framework that allows the parties to enter into a stipulated settlement agreement that does not necessarily result in an entry of judgment against a defendant(s) in an unlawful detainer case. However, as drafted, Form UD-155 favors the plaintiff in terms of settlement outcomes. Many of the terms included in the form are not common in unlawful detainer settlements and are one-sided. Advocates and attorneys who regularly engage in the settlement of unlawful detainer cases would be glad to provide additional input and work with the Judicial Council to revise the current proposed form. Unlawful detainers are summary proceedings and move exceptionally quickly. Tenants who are low-income, disabled, elderly, or of limited English proficiency already have a difficult time seeking and obtaining legal assistance and representation on such a shortened timeline. Tenants are more vulnerable earlier in the process and they are more likely to engage in settlement negotiations without understanding their legal rights or what they may request as part of a settlement. Tenants in unlawful detainer actions face the loss of their housing and stability and are more likely to enter negotiations in a heightened state of stress and duress. The unequal power dynamic in landlord-tenant relationships only heightens this stress. To facilitate genuine and fair dispute resolution, the form needs extensive revisions and additions so there is not an imbalance of justice. Proposed Rule 3.2005 has the potential to place defendants in a precarious situation if they are mandated to engage in formal dispute resolution, such as mandatory settlement conferences or mandatory mediation if these options are not provided at no-cost to the parties. Therefore, we suggest the following changes (in bold) to proposed Rule	See the committee's response to a similar comment from Bay Area Legal Aid, above.

	Commenter	Position	Comment	Committee Response
			3.2005: Rule 3.2005. Settlement opportunities (a) Policy favoring an opportunity for resolution without trial The intent of this rule is to promote opportunities for resolution of unlawful detainer cases before trial. Courts **may** encourage participation, to the extent feasible, in at least one opportunity for resolution before trial, including but not limited to a settlement conference, mediation, or another alternative dispute resolution process **at no-cost to the litigants**. (b) Exemption for mandatory settlement conference statement deadline **For Courts with local mandatory settlement conference rules in unlawful detainer cases**, the court may **exempt the parties** from the five-court-day deadline for submitting a settlement conference statement set out in rule 3.1380(c). **A party who fails to timely submit a settlement conference statement shall not be subject to sanctions, monetary or otherwise.** The changes in subsection (a) are consistent with many alternative dispute resolution programs that already exist in some jurisdictions, where those programs are provided at no cost to litigants. This ensures that both parties can engage in the dispute resolution process regardless of financial means. Further, in recognition of limited judicial resources and limited access to free alternative dispute resolution options in some jurisdictions, the rule should encourage but not mandate any form of dispute resolution that will raise financial barriers to low-income litigants. The changes to subsection (b) are necessary since there are a limited number of Courts that require mandatory settlement conferences for unlawful detainer cases. For clarity, it is important that the rule is not seen as a blanket requirement for all Courts. Further, to avoid any negative repercussions for pro per litigants who fail to file a settlement conference statement, it should be clear that the Court is not authorized to issue sanctions, whether financial or procedural, for failing to comply with Rule 3.1380(c).	

	Commenter	Position	Comment	Committee Response
			II. Are there other terms common to stipulated agreements in eviction cases that ought to be considered for inclusion on the form? Yes, there are several commonly used terms that should be added to the form as well as terms that are not common to stipulated agreements that should be deleted. Below we will detail the necessary additions and revisions by section. These common settlement terms have been carefully crafted over time by tenant advocates and should be familiar to most counsel involved in these types of negotiations.	See the committee's responses to the specific suggestions, below.
			A. Additions and revisions to Section 8 Section 8(c) should be rewritten to provide an option whereby the landlord waives all rent amounts if the defendant agrees to move out. As it currently reads, section 8(c) only waives fees and interests for "the amount owed" which leaves a tenant with the only option to pay and move when in most jurisdictions, tenants with attorneys more commonly only enter into agreements to vacate their home in exchange for waiver of all rent amounts. We propose the following revision: "c. For any rent demanded in the complaint: (1) □ To waive all rent, late fees, and holdover damages associated with defendant's tenancy that were demanded in the complaint. (2) □ To waive any and all fees and interest, if any, for the amount owed in 6"	See the committee's response to a similar comment from Bay Area Legal Aid, above.
			Section 8(d) should also include a term whereby the plaintiff agrees to temporarily relocate defendant if necessary to complete the repairs. In some instances, the needed repairs may be so extensive or of a type that require the defendant to vacate the unit for a prolonged length of time. Examples of this include but are not exclusive to mold remediation, lead paint hazards, structural defects, and pest control work to name a few. We propose that Section 8(d) instead read as "To make the following repairs (describe all repairs to the property). If the defendant must leave the rental property in order for plaintiff to complete the repairs, plaintiff agrees to temporarily relocate defendant at plaintiff's expense:"	See the committee's response to a similar comment of Bay Area Legal Aid, above.

	Commenter	Position	Comment	Committee Response
			Section 8(e) should be revised to "all future rent payments." As currently drafted, the agreement can create ambiguity as to whether it is referring to the payments listed in the stipulation rather than "future rent payments." This is consistent with current law requiring that a payment designated for a certain obligation must first be applied to that obligation.	See the committee's response to a similar comment of Bay Area Legal Aid, above.
			A subsection should be inserted to account for when a plaintiff agrees to pay a tenant a sum of money to vacate the rental property by a certain date. These are commonly known as "cash for keys" agreements. The subsection should outline the amount to be paid to the tenant, the method of payment, date of payment and the penalty for failing to make payment. A proposed term would read: "Plaintiff agrees to pay defendant $_____ in certified funds, in exchange for moving out as agreed to in 6(d). Payment to made payable to _____, and delivered to _____ on or by [DATE]. If plaintiff fails to make payment as agreed, then the defendant's vacate date will be extended by _____ days for each day that the payment is late."	See the committee's response to a similar comment of Bay Area Legal Aid, above.
			Section 8 should also include a provision whereby both parties agree to waive all attorneys' fees and costs associated with the unlawful detainer action.	See the committee's response to a similar comment from Bay Area Legal Aid, above.
			B. Additions and Revisions to Section 10 Subsection (d) should be qualified to only apply when the parties agree to a stipulated judgment. An order barring access to the court record should be automatic when the parties agree to a stipulated order rather than a stipulated judgment. We recommend that this provision be moved to the order section as an automatic order when the parties agree to a stipulated order. This is consistent with C.C.P. § 1161.2 subsections (a)(1)(E), (F) and (a)(1)(G) which provide that an unlawful detainer action only becomes public if judgment is entered in favor of the plaintiff within 60 days of filing of the complaint or after trial more than 60 days since filing of the complaint. Any policy encouraging early resolution of unlawful detainer cases should also be consistent with current public policy favoring sealing of court records to incentivize defendant participation in early	See the committee's response to a similar comment from Bay Area Legal Aid, above.

	Commenter	Position	Comment	Committee Response
			dispute resolution and to reduce the harm of an unlawful detainer judgment to a defendant especially during the current housing crisis in California.	
			Subsection (c) should be revised to conform to current law and to minimize disputes regarding the condition of the property as a material breach of a settlement agreement. The following revision aligns with a commonly used settlement term: "Defendant agrees to leave the rental property free of garbage and debris and all personal belongings. Any personal items left in the rental property after [DATE] are deemed abandoned. This means the items will no longer be considered defendant's personal belongings and Plaintiff will have the right to dispose of these items without further notice or cost to defendant(s). Any personal belongings deemed abandoned will not be considered a breach of this agreement."	See the committee's response to a similar comment from Bay Area Legal Aid, above.
			III. Are there other terms common to orders in eviction cases that might be considered for inclusion on the form? For example, does the form need to state when the case is to be calendared for dismissal? Yes. As drafted, the Stipulation form does not include an option for the parties to lodge the stipulation and provide for dismissal once the terms of the stipulation have been satisfied. There should be an additional checkbox stating that "The above-named parties agree to abide 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 [_____]." There should also be an additional checkbox allowing the Court to retain jurisdiction such as "the Court shall retain jurisdiction to enforce the terms of this agreement pursuant to C.C.P. § 664.6." Currently this is only found in Section 10(e). This should be included in the order section to ensure that the court's jurisdiction to enforce is easily located in the event of a dispute over compliance with the agreement.	See the committee's response to a similar comment from Bay Area Legal Aid, above.

	Commenter	Position	Comment	Committee Response
			Lastly, as set forth in II(B) above the Order should include automatic sealing of the court record if the parties agree to a stipulated order rather than a stipulated judgment. Again, we believe this is consistent with C.C.P. § 1161.2 and current public policy favoring sealing of court records in unlawful detainer actions.	See the committee's response to a similar comment from Bay Area Legal Aid, above.
			IV. Additional issues and proposed revisions. **A. Revision of Section 4** As drafted this section does not adequately describe the exact consequences of a stipulated judgment for either party. The second bullet should be revised to provide concise information as to the result of entering a stipulated judgment: "A Stipulated Judgment will end the case once the Court signs the Stipulation. If the Stipulation and Judgment is approved, the Court will enter a judgment in favor of the plaintiff and against the defendant. The Court will issue a "writ of possession" immediately which orders the lockout and eviction of the defendant on a specified date."	See the committee's response to a similar comment from Bay Area Legal Aid, above.
			B. Revision of Section 5 As drafted subsection (a) is written in non-neutral language which implies that all of the terms of the Stipulation are material, and that the defendant will be automatically evicted for any alleged breach of the stipulation. Subsection (a) should be revised with more neutral language such as: "Defendant will stay in the rental property pursuant to the conditions stated in this agreement." This revision is consistent with the wording of subsection (b) and eliminates any conflict with the settlement terms the parties negotiate under Sections 7 through 10.	See the committee's response to a similar comment from Bay Area Legal Aid, above.
			C. Revision of Section 6 The parenthetical under Section 6(a) should be deleted. If a judgment were to issue after trial in an unlawful detainer action, only holdover damages and attorneys fees and costs would be awarded to the landlord. It is a misstatement to include "(Damages may	See the committee's response to a similar comment of Bay Area Legal Aid, above.

	Commenter	Position	Comment	Committee Response
			include an amount based on daily rental value or any harm to the property.)" While the parties may negotiate their own terms in a settlement, it would be improper to suggest that property damages could be recouped as part of a settlement when such damages could not be awarded if the defendant was found guilty of unlawful detainer after a trial on the merits. The "Damages" category in the table should be replaced by "Holdover Damages." The "Other" box should be deleted entirely. There is no definition of the term "other" and as with "damages" leaves room for including amounts that could not be recovered as part of judgment in unlawful detainer. This is consistent with existing local forms, such as LACIV-136 (Unlawful Detainer Stipulation and Judgment) currently used in Los Angeles Superior Court. A statement should be added that the amounts listed in the table are the only amounts owed to the plaintiff as of the date of the agreement and that plaintiff may not demand additional amounts once the settlement is approved by the Court. Section 6(b) of the proposed Stipulation should be revised. In the first sentence the checkbox for "received" should be accompanied by a parenthetical indicating that it applies "for in-person payments." Section 6(b)(2) should be deleted while replacing it with the "Other payment schedule" in Section 6(b)(3) along with additional blank lines followed by "until paid in full" to allow the parties to set out an alternative and potentially longer payment schedule without the limitation of the five blank spaces in (b)(2). Section 6(c) should be more specific, we propose: "Payment shall be made payable to: _____ and delivered to _____ □ via mail □ hand-delivery (during business days and hours: _____)." This provides clarity for payments that may be payable to a person or entity that is not the named plaintiff but are received by an authorized agent or property manager who is named in the unlawful detainer action.	
			Section 6(d) should be amended to delete "and not request any further delays (or stays of execution)." Again, while parties are free to negotiate the terms of a settlement, there should not be an automatic conditioning of the move out date with a waiver of critical rights. While we agree that settlements should be final, the COVID-19 pandemic has	See the committee's response to a similar comment from Bay Area Legal Aid, above.

	Commenter	Position	Comment	Committee Response
			shown us that unforeseen events may necessitate a stay of execution. If this is a material term for some parties, it can be added in the "other" section.	
			Lastly, "midnight" should be changed to "11:59 p.m. on [DATE]" to avoid ambiguity as to whether the defendant is agreeing to move out the morning of the vacate date rather than at the end of the day on the vacate date.	See the committee's response to a similar comment from Bay Area Legal Aid, above.
			An additional checkbox should be added to Section 6 to acknowledge receipt of the amounts agreed to under this paragraph if they are tendered to the plaintiff at the time of settlement in open court.	See the committee's response to a similar comment from Bay Area Legal Aid, above.
			D. Revision of Section 7 We object to Section 7 as drafted to the extent that it includes various provisions allowing the plaintiff to request an entry of judgment without notice to the defendant nor an opportunity for hearing. It is common practice by unlawful detainer defense attorneys to include terms that require advanced notice of a breach of a settlement agreement as well as an opportunity for hearing in the event of a breach. This is an important due process safeguard in any agreement where disputes may arise as to what is "compliance" with a settlement term. It also ensures that a tenant has reasonable advanced notice of any judgment and any writ of possession that may be issued should they be found in breach of a material term of the settlement agreement. Below are the proposed revisions: 7. □ If defendant does not do everything agreed to, the parties agree that plaintiff can return the court to state that defendant has not complied with the material terms Stipulation and ask the court to make a judgment as follows: a. Plaintiff agrees to give _____ business days' notice to defendant(s) with an opportunity to cure the alleged breach. b. After the notice in (a.) above expires, plaintiff may request an ex parte hearing to enforce the agreement within _____ business days. This does not waive any notice required by court rules for an ex parte hearing. c. Result (check all that apply):	The committee modified the proposal in light of this and other comments by modifying item 7 largely as suggested and recirculated it for further comment, but in light of comments received on the second invitation to comment, the committee is recommending that item 7 provide more general information about notice and hearing and to omit the list of potential results.

	Commenter	Position	Comment	Committee Response
			(1) □ That defendant be ordered to comply with the terms of the Stipulation in Section(s):_____ by [DATE]. (2) That defendant be ordered to move out (evicted) and locked out (immediate possession) of the rental property identified in 3. (3) □ That judgment be entered for any amount of money that remains unpaid pursuant to the terms of this agreement. (4) □ Cancellation of the rental agreement/lease. (5) □ Plaintiff to provide a neutral reference of defendant to any new landlord. (6) □ Other:	
			E. Revision of Section 9 For consistency, Section 9 which provides the terms regarding the plaintiff's breach of the agreement should also be revised so they reflect similar provisions in Section 7. Below are the proposed revisions: 9. □ If plaintiff does not do everything agreed to, the parties agree that defendant can return the court to state that plaintiff has not complied with the Stipulation and ask the court to make an order as follows: a. Defendant agrees to give _____ business days' notice to plaintiff(s). b. After the notice in (a.) above expires, defendant may request an ex parte hearing to enforce the agreement within _____ business days. This does not waive any notice required by court rules for an ex parte hearing. c. Result (check all that apply): (1) □ Plaintiff be ordered to do what was promised by [DATE]. (2) □ Plaintiff pays defendant damages in the amount of $_____ by [DATE]. (3) □ Defendant's move out date is now [DATE] due to plaintiff's failure to pay the amounts in 8(¶).	The committee modified the proposal in light of this and other comments by modifying item 9 to have similar provisions to item 7 and recirculated it for further comment, but in light of comments received on the second invitation to comment, the committee is recommending that item 9 provide more general information about notice and hearing and omit the list of potential results.
			F. Revise Section 11 As drafted, Section 11 may create confusion with the agreements as set forth in Sections 6 through 10. It should be rewritten as:	See the committee's response to a similar comment from Bay Area Legal Aid, above.

	Commenter	Position	Comment	Committee Response
			"Plaintiff shall dismiss permanently (with prejudice) the eviction case that is currently pending as soon as defendant has done everything agreed to in this Stipulation. If the agreement provides that the defendant will stay in the rental property if all conditions are met, then the defendant's tenancy will be reinstated without further conditions once the case is dismissed. But plaintiff may seek eviction and lockout (immediate possession of the rental property), subject to Section 7, if defendant does not comply with the material terms in this Stipulation."	
			G. Add a declaration attesting to translation of the stipulation. As currently drafted, the stipulation form does not include any attestation as to whether the parties received translation assistance. It is important that litigants with limited English proficiency receive interpretation (verbal) and translation (written) services during settlement negotiations, drafting of the agreement, and prior to signing. The form should include a notice in all major languages spoken in California notifying litigants that they should secure an interpreter/translator to assist in the preparation of the settlement agreement. In addition, the form should include an attestation for litigants requiring translation services that they have received those services in the preparation and execution of the stipulation. If available, there should also be an attestation for an interpreter to sign as well to certify that the document was translated.	See the committee's response to the same comment from Bay Area Legal Aid, above.
			H. Retire Form UD-115 If the goal of the Judicial Council is to create a form that will act as either a stipulated order or a stipulated judgment, then form UD-115 – Stipulation for Entry of Judgment (Unlawful Detainer), should be eliminated and replaced by form UD-155. Form UD-115 has not been substantially revised since 2003 and is not used by advocates in a large majority of the State. For example, advocates in Los Angeles County have long utilized a local court form (LACIV-136) or draft their own settlement agreement pleadings. Most advocates around the State have long phased-out the use of UD-115 for settlement purposes. Further, retaining UD-115 will create conflict with the framework envisioned by UD-155.	The committee disagrees with the comment because form UD-115 is optional and used for stipulated entry of judgment. Both forms are optional so there is no conflict between them. Based on input from another commenter in the second invitation to comment, the committee is aware that form UD-115 is used regularly in at least one court.

	Commenter	Position	Comment	Committee Response
			Conclusion While intended to facilitate early resolution of unlawful detainer cases, it is necessary to adopt extensive additions and revisions to these forms to maintain some parity in a judicial proceeding where tenants too often start out at a massive disadvantage. We are deeply concerned about access to justice for people who receive an unlawful detainer and cannot access legal assistance. These are people who are likely to head into any type of early dispute resolution unprepared, unaware of their legal rights and under extreme stress. To ensure that any settlement process is fair for all litigants involved, it is important to create forms that set the parties on equal footing and that are easy to navigate. We appreciate your efforts to make the proposed forms as accessible and comprehensive as possible.	No further response required.