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4 Attorney for Plaintiff
Martin Luther King-Marcus Garvey Square Apartments Inc.
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6 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
7 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO
8 LIMITED CIVIL JURISDICTION
9

10 Martin Luther King-Marcus Garvey)
11 Square Apartments Inc.,)

Case No.: [REDACTED]

12 Plaintiff,

) STIPULATION FOR JUDGEMENT AND
) SETTLEMENT AGREEMENT
)

13 vs.

14 [REDACTED], et. al.,)

15 Defendants.)
16

RECITALS:

17 1. Defendants [REDACTED]

18 [REDACTED] acknowledge the Court has jurisdiction over them in the above captioned
19 case and they acknowledge proper service of process of the summons and
20 complaint.
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SETTLEMENT AGREEMENT:

22 Plaintiff Martin Luther King-Marcus Garvey Square Apartments Inc. and Defendants

23 [REDACTED] enter into the
24 following SETTLEMENT AGREEMENT in the above-entitled action with reference to
25 the real property located at [REDACTED] Ellis Street, San Francisco, CA 94115, County of San
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1 Francisco together with all garage, storage and common areas (hereafter,
2 "premises").

- 3 1. Each term of this SETTLEMENT AGREEMENT is considered material by the parties.
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5 2. Nothing contained herein shall be construed as an admission by any party hereto
6 of any liability of any kind or any other party or to any other entity.
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8 3. In case any provision of this Settlement Agreement shall be invalid, illegal, or
9 unenforceable, the validity, legality, and enforceability of the remaining provisions
10 shall not in any way be affected or impaired thereby.
- 11
12 4. This Settlement Agreement constitutes the entire agreement and understanding
13 between the parties concerning the subject matter hereof, and supersedes and
14 replaces all prior negotiations, proposed agreements, and all agreements, written
15 and oral, relating thereto. Each of the undersigned parties acknowledges that no
16 other party nor any agent or attorney of any other party has made any promise,
17 representation or warranty, whatever, expressed or implied, not contained herein
18 concerning the subject matter hereof to induce it to execute this settlement
19 agreement not contained herein.
- 20
21 5. This Settlement Agreement may be executed in counterparts, and when each party
22 has signed and delivered at least one such counterpart, each counterpart shall be
23 deemed an original, and taken together shall constitute one and the same
24 agreement, which shall be binding and effective as to all parties. Fax and electronic
25 signatures shall be deemed originals and fully enforceable.
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1 6. Defendants and Plaintiff agree that there is a total of \$64,053.00 due and owing for
2 the following:

3 1. \$64,053.00 (\$61,148.00 in BACK OWED RENT - See Rent Ledger,
4 attached hereto as Exhibit A + \$2,905.00 for MAY 2026 RENT)
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6 7. The Term of this Settlement Agreement is from May 6, 2026 to January 20, 2035.
7 Defendants are prohibited from prepaying the entire balance or any portion of the
8 amount owed during the Term of this Settlement Agreement and if Plaintiff
9 inadvertently accepts any prepayment before the Term of the Settlement
10 Agreement expires, it shall not change the Term of this Settlement Agreement
11 with respect to the other requirements that must be performed during the Term of
12 this Settlement Agreement.
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14 8. The money owed in the amount of \$64,053.00 shall be paid as follows:
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16 a. As to the balance of \$64,053.00, Defendants shall pay \$13,999.00
17 (\$11,094.00, which represents the money owed in the 30-Day Notice to
18 Pay Rent or Quit + \$2,905.00 for May 2026 Rent) within 7 calendar
19 days of signing this Settlement Agreement.
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21 b. As to the remaining balance of \$50,054.00, Plaintiff agrees to enter
22 into a repayment agreement with Defendants for half of the remaining
23 balance of \$50,054.00, which is \$25,027.00, and Plaintiff further agrees
24 to waive the remaining \$25,027.00 solely on the condition Defendants
25 timely make all the payments as specified in section 8(c) below.
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1 c. As to the balance of \$25,027.00, Defendants shall pay \$250.00 per
2 month for 100 months and shall be due by the 20th of the month
3 starting June 20, 2026 through and including September 20, 2034. The
4 last payment on September 20, 2034 shall be for \$277.00 (the
5 remaining balance of the \$25,027.00).
6

7 d. If the above payment is late, Plaintiff in its sole discretion may accept
8 the payment and charge a \$25 late fee.
9

10 e. Defendants agree to pay an additional payment pursuant to
11 settlement in the amount of the monthly rent. This second payment
12 shall be due on the 5th of each month and shall start in June 2026. This
13 amount is currently set at \$2,905.00 per month. If during the term of
14 the Settlement Agreement, the monthly rent payments are adjusted
15 pursuant to a recertification or other rent change notice, this second
16 payment pursuant to settlement that represents the monthly rent shall
17 be adjusted accordingly. This payment shall not reinstate Defendant's
18 tenancy.
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21 9. The above payments shall be delivered to the Martin Luther King-Marcus Garvey
22 Square Apartments Leasing Office located at 1680 Eddy Street, San Francisco, CA
23 94115. "Delivery," for purposes of this Paragraph, means that Defendants deliver
24 the payment to the Martin Luther King-Marcus Garvey Square Apartments Leasing
25 Office. To reiterate, all the above payments shall be in the form of a Cashier's
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1 Check or Money Order - this provision is deemed material by the parties and shall
2 not be excused for any reason.

3 **10. DEFENDANTS UNDERSTAND THAT IF DEFENDANTS DO NOT TIMELY MAKE ANY**
4 **OF THE ABOVE PAYMENTS OR PERFORM AS REQUIRED BY THE TERMS OF THIS**
5 **SETTLEMENT AGREEMENT, THE LANDLORD WILL HAVE THE JUDGMENT**
6 **PURSUANT TO STIPULATION ENTERED AND DEFENDANTS WILL BE EVICTED**
7 **FROM DEFENDANTS' HOME AND MAY BECOME HOMELESS AS A RESULT.**

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10 11. If Defendants shall default in any of the payments pursuant to settlement as set
11 forth above or during the period of this Agreement, Plaintiff shall give Defendants
12 48 hours written notice that it will be appearing ex parte to have judgment for
13 possession of the premises and any back owed monies entered. Such notice shall
14 be posted at the premises address.

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16 12. If Defendants are evicted from the premises under this Settlement Agreement, the
17 parties agree that if any personal possessions or other personal property are left at
18 the premises, such property will be considered refuse and the parties agree that
19 the provisions of California Civil Code Sections 1980 – 1991 have been complied
20 with.

21
22 13. It is agreed that Defendants voluntarily, knowingly and intelligently waive each
23 Defendants' civil due process rights to trial.

24
25 14. The parties agree that Defendants waive the right to file a motion for relief from
26 forfeiture.

1 15. Defendants shall not move to set aside the Settlement Agreement for any reason
2 whatsoever, including but not limited to mistake, surprise, inadvertence and
3 excusable neglect.
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5 16. Defendants shall not move to set aside and/or vacate the Judgment if it is entered
6 for any reason, including but not limited to mistake, surprise, inadvertence and
7 excusable neglect.
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9 17. This Settlement Agreement shall only be modified by a writing signed by both
10 parties. There shall be no oral modifications to this agreement.
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18. Pursuant to CCP 664.6, the parties stipulate to the court retaining jurisdiction over the parties to enforce the terms of this settlement agreement until all the terms of this settlement agreement are performed in full.

In agreement with this SETTLEMENT AGREEMENT, the parties hereto, or their authorized legal counsel, on behalf of their client sign this agreement.

Dated: _____
_____ ,
Defendant

Dated: _____
_____ ,
Defendant

Dated: _____
_____ ,
Defendant

Dated: _____
_____ ,
Defendant

Dated: _____

Jesara Davis, Property Manager
Martin Luther King-Marcus Garvey Square
Apartments Inc.

EXHIBIT A

Resident Ledger (NON HAP)



DOMUS
MANAGEMENT
COMPANY

Date: 03/20/2026

Code	t0026929	Property	mlkmgs	Lease From	11/09/1982
Name		Unit		Lease To	10/31/2024
Address	Ellis St.	Status	Current	Move In	11/09/1982
		Rent	8038.00	Move Out	
City	San Francisco, CA 115	Phone (H)		Phone (W)	

Date	Chg Code	Description	Charge	Payment	Balance	Chg/Rec
03/31/2024	rnt	03/31/24 Rent Balance	965.00		965.00	1050432
04/01/2024	carchg	Carrying Charge (04/2024)	1,849.00		2,814.00	873531
05/01/2024	rnt	RENT 5/1/2024 to 5/31/2024 :Reversed by Charge Ctrl#884316 :RevVchChg	1,849.00		4,663.00	883014
05/01/2024	mt	RENT 5/1/2024 to 5/31/2024	1,849.00		6,512.00	884302
05/01/2024	mt	:Reverse Charge Ctrl#883014 :RevVchChg	(1,849.00)		4,663.00	884316
06/01/2024	mt	RENT 6/1/2024 to 6/30/2024 :Reversed by Charge Ctrl#884312 :RevVchChg	1,849.00		6,512.00	883502
06/01/2024	mt	RENT 6/1/2024 to 6/30/2024	1,849.00		8,361.00	884304
06/01/2024	mt	:Reverse Charge Ctrl#883502 :RevVchChg	(1,849.00)		6,512.00	884312
06/03/2024	mt	RENT Adj GR, 04/01/2024 to 06/30/2024	(5,547.00)		965.00	892660
06/03/2024	mt	RENT Adj AR, 04/01/2024 to 06/30/2024	5,547.00		6,512.00	892662
07/01/2024	mt	RENT 7/1/2024 to 7/31/2024 :Reversed by Charge Ctrl#892706 :RevVchChg	1,849.00		8,361.00	887995
07/01/2024	mt	RENT 7/1/2024 to 7/31/2024	1,849.00		10,210.00	892664
07/01/2024	mt	:Reverse Charge Ctrl#887995 :RevVchChg	(1,849.00)		8,361.00	892706
08/01/2024	mt	RENT 8/1/2024 to 8/31/2024	1,849.00		10,210.00	897600
09/01/2024	mt	RENT 9/1/2024 to 9/30/2024	1,849.00		12,059.00	906373
10/01/2024	mt	RENT 10/1/2024 to 10/31/2024	1,849.00		13,908.00	921129
11/01/2024	mt	RENT 11/1/2024 to 11/30/2024	1,849.00		15,757.00	930104
12/01/2024	mt	RENT 12/1/2024 to 12/31/2024	1,849.00		17,606.00	934717
01/01/2025	mt	RENT 1/1/2025 to 1/31/2025	1,849.00		19,455.00	945048
01/31/2025	mt	RENT Adj AR, 12/01/2024 to 01/31/2025	(3,698.00)		15,757.00	966686
01/31/2025	mt	RENT Adj GR, 12/01/2024 to 01/31/2025	3,698.00		19,455.00	966690
02/01/2025	mt	RENT 2/1/2025 to 2/28/2025	1,849.00		21,304.00	954646
02/01/2025	mt	RENT Adj AR, 02/01/2025 to 02/28/2025	(1,849.00)		19,455.00	966688
02/01/2025	mt	RENT Adj GR, 02/01/2025 to 02/28/2025	1,849.00		21,304.00	966692
03/01/2025	mt	RENT 3/1/2025 to 3/31/2025	1,849.00		23,153.00	966694
04/01/2025	mt	RENT 4/1/2025 to 4/30/2025	1,849.00		25,002.00	978121
05/01/2025	mt	RENT 5/1/2025 to 5/31/2025	1,849.00		26,851.00	988507
05/30/2025	mt	RENT Adj GR, 04/01/2025 to 05/31/2025	(3,698.00)		23,153.00	1010225
05/30/2025	mt	RENT Adj AR, 04/01/2025 to 05/31/2025	3,698.00		26,851.00	1010230
06/01/2025	mt	RENT 6/1/2025 to 6/30/2025	1,849.00		28,700.00	1000149
06/01/2025	mt	RENT Adj GR, 06/01/2025 to 06/30/2025	(1,849.00)		26,851.00	1010227
06/01/2025	mt	RENT Adj AR, 06/01/2025 to 06/30/2025	1,849.00		28,700.00	1010233
07/01/2025	mt	RENT 7/1/2025 to 7/31/2025	1,849.00		30,549.00	1010235
07/18/2025		chk# 29709748045		345.00	30,204.00	979546
08/01/2025	mt	RENT 8/1/2025 to 8/31/2025	1,849.00		32,053.00	1021072
09/01/2025	mt	RENT 9/1/2025 to 9/30/2025	1,849.00		33,902.00	1032640
09/30/2025	mt	RENT Adj AR, 04/01/2024 to 11/30/2024	(14,792.00)		19,110.00	1054315
09/30/2025	mt	RENT Adj GR, 12/01/2024 to 03/31/2025	(7,396.00)		11,714.00	1054317
09/30/2025	mt	RENT Adj AR, 04/01/2024 to 09/30/2024	10,326.00		22,040.00	1054319
09/30/2025	mt	RENT Adj IR, 10/01/2024 to 11/30/2024	6,836.00		28,876.00	1054321
09/30/2025	mt	RENT Adj GR, 12/01/2024 to 03/31/2025	13,672.00		42,548.00	1054323

09/30/2025	rnt	Late AR, 04/01/25 - 09/30/25	(6,918.00)	35,630.00	1060455
10/01/2025	rnt	RENT 10/1/2025 to 10/31/2025	1,849.00	37,479.00	1043572
10/01/2025	rnt	Late AR, 10/01/25 - 10/31/25	(1,153.00)	36,326.00	1060456
11/01/2025	rnt	RENT 11/1/2025 to 11/30/2025	1,849.00	38,175.00	1054325
12/01/2025	rnt	RENT 12/1/2025 to 12/31/2025	1,849.00	40,024.00	1070839
01/01/2026	rnt	RENT 1/1/2026 to 1/31/2026	1,849.00	41,873.00	1077278
02/01/2026	rnt	RENT 2/1/2026 to 2/28/2026	1,849.00	43,722.00	1087807
02/27/2026	rnt	RENT Adj AR, 04/01/2025 to 11/30/2025 :Reversed by Charge Ctrl#1118674 :RevVchChg	(14,792.00)	28,930.00	1110040
02/27/2026	rnt	RENT Adj AR, 04/01/2025 to 11/30/2025 :Reversed by Charge Ctrl#1118676 :RevVchChg	23,240.00	52,170.00	1110042
02/27/2026	rnt	:Reverse Charge Ctrl#1110040 :RevVchChg	14,792.00	66,962.00	1118674
02/27/2026	rnt	:Reverse Charge Ctrl#1110042 :RevVchChg	(23,240.00)	43,722.00	1118676
03/01/2026	rnt	RENT 3/1/2026 to 3/31/2026	1,849.00	45,571.00	1099468
03/12/2026	rnt	RENT Adj AR, 04/01/2025 to 11/30/2025	(14,792.00)	30,779.00	1118638
03/12/2026	rnt	RENT Adj GR, 12/01/2025 to 03/31/2026	(7,396.00)	23,383.00	1118640
03/12/2026	rnt	RENT Adj AR, 04/01/2025 to 11/30/2025	23,240.00	46,623.00	1118642
03/12/2026	rnt	RENT Adj GR, 12/01/2025 to 03/31/2026	11,620.00	58,243.00	1118644
04/01/2026	rnt	RENT 4/1/2026 to 4/30/2026 :Reversed by Charge Ctrl#1118678 :RevVchChg	849.00	60,092.00	1110044
04/01/2026	rnt	RENT 4/1/2026 to 4/30/2026	2,905.00	62,997.00	1118646
04/01/2026	rnt	:Reverse Charge Ctrl#1110044 :RevVchChg	(1,849.00)	61,148.00	1118678