

# JUDICIAL COUNCIL OF CALIFORNIA

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## INVITATION TO COMMENT

W23-03

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**Title**

Unlawful Detainer: Opportunities for Settlement Before Trial

**Action Requested**

Review and submit comments by January 20, 2023

**Proposed Rules, Forms, Standards, or Statutes**

Adopt Cal. Rules of Court, rule 3.2005 and approve form UD-155

**Proposed Effective Date**

September 1, 2023

**Proposed by**

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

**Contact**

Eric Long, 415-865-7691  
eric.long@jud.ca.gov  
James Barolo, 415-865-8928  
james.barolo@jud.ca.gov

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### Executive Summary and Origin

The Civil and Small Claims Advisory Committee is proposing a new rule and a new form for optional use in unlawful detainer cases to promote settlement opportunities through the use of 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 proposed new form would allow parties to submit any settlement agreement they reached to the court and ask for either an order without judgment or a stipulated judgment.

### Background

The Ad Hoc Workgroup on Post-Pandemic Initiatives examined successful court practices adopted during the COVID-19 pandemic in order to increase access to justice. The workgroup recommended that the Civil and Small Claims Advisory Committee consider developing a proposal that would encourage parties in unlawful detainer cases to work on solutions not requiring trials. The workgroup's recommendation included, as one possibility, considering ways to encourage more frequent use of mandatory settlement conferences.

### The Proposal

The Civil and Small Claims Advisory Committee proposes that the Judicial Council adopt a new rule—rule 3.2005—effective September 1, 2023, that would establish a policy favoring an opportunity for settlement before trial in eviction cases. The committee also proposes that the

*This proposal has not been approved by the Judicial Council and is not intended to represent the views of the council, its Rules Committee, or its Legislation Committee. It is circulated for comment purposes only.*

Judicial Council, effective September 1, 2023, approve *Eviction Case (Unlawful Detainer) Stipulation* (form UD-155) for optional use. The proposal is responsive to the directive from the Ad Hoc Workgroup on Post-Pandemic Initiatives. The form would give 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 eviction alternative dispute resolution (ADR) programs vary by court. Some courts offer day-of-trial mediation using volunteer mediators. A few courts require participation in mandatory settlement conferences, as resources allow. And some courts have no pretrial ADR programs for eviction cases in place at this time. 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 a particular ADR process would be undesirable and potentially burdensome if resources were not available. Plus, a rule focused on mandatory settlement conferences alone would not account for existing court-connected mediation programs or other ADR processes that may have proven or might prove successful in resolving eviction cases without a trial.

### **Rule 3.2005**

The proposed rule adopts a policy encouraging—in all unlawful detainer actions—an opportunity for participating in any ADR process, including settlement conferences or mediation, before trial. Because eviction cases move more quickly than most civil litigation, the proposed 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.

### **Form UD-155**

Because eviction cases often involve at least one self-represented party, the committee is proposing 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 proposed form, which is designed to be understood by both attorneys and self-represented parties, can also be used to assist parties, mediators or neutrals, and judicial officers in guiding discussions that might lead to resolution before trial. The proposed new form addresses the most common components of a stipulated agreement in eviction cases. Items 6–10 of the form also include an “Other” option in which the parties may specify any other terms that are necessary to the agreement.

Proposed form UD-155 will serve as an alternative to the existing form, *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. Proposed new form UD-155, in contrast, 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.

### **Alternatives Considered**

The advisory committee considered whether to propose that parties in unlawful detainer cases be required to participate in a mandatory settlement conference (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 ADR processes. The committee also had concerns about whether courts had the resources necessary to successfully hold an MSC before every unlawful detainer trial.

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

### **Request for Specific Comments**

In addition to comments on the proposal as a whole, the advisory committee is interested in comments on the following:

- Does the proposal appropriately address the stated purpose?
- 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.
- 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?

The advisory committee also seeks comments from *courts* on the following cost and implementation matters:

- Would the proposal provide cost savings? If so, please quantify.
- 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?
- Would three months from Judicial Council approval of this proposal until its effective date provide sufficient time for implementation?
- How well would this proposal work in courts of different sizes?

### **Attachments and Links**

1. Cal. Rules of Court, rule 3.2005, at page 5
2. Form UD-155, at pages 6–10

Rule 3.2005 of the California Rules of Court would be adopted, effective September 1, 2023, to read:

1 Title 3. Civil Rules

2  
3 Division 20. Unlawful Detainers

4  
5 **Rule 3.2005. Settlement opportunities**

6  
7 **(a) Policy favoring an opportunity for resolution without trial**

8  
9 The intent of this rule is to promote opportunities for resolution of unlawful  
10 detainer cases before trial. Courts should encourage participation, to the extent  
11 feasible, in at least one opportunity for resolution before trial, including but not  
12 limited to a settlement conference, mediation, or another alternative dispute  
13 resolution process.

14  
15 **(b) Exemption for mandatory settlement conference statement deadline**

16  
17 The court may exempt a party in an unlawful detainer case participating in a  
18 mandatory settlement conference from the five-court-day deadline for submitting a  
19 settlement conference statement set out in rule 3.1380(c).

20  
21  
22 **Advisory Committee Comment**

23  
24 The Judicial Council has adopted an optional form—*Eviction Case (Unlawful Detainer)*  
25 *Stipulation* (form UD-155)—that can be used to advise the court about any settlement that has  
26 been reached before trial.

27  
28 **Subdivision (b).** Because unlawful detainer cases generally proceed on an expedited basis, this  
29 exemption allows parties in unlawful detainer cases to participate in and complete mandatory  
30 settlement conferences on shorter timelines. Nothing in this rule, including the exemption set out  
31 in subdivision (b), is intended to preclude a court from shortening other deadlines related to  
32 alternative dispute resolution processes.

Clerk stamps date here when form is filed.

DRAFT

11/28/2022

NOT APPROVED BY THE  
JUDICIAL COUNCIL**Instructions**

- This form is for use only in an **eviction (unlawful detainer) case**.
- Complete this form if the parties have agreed to resolve the case before trial.
- A stipulation is an agreement between the parties that is submitted to the court for approval.
- 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.

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):

Address: \_\_\_\_\_

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):

Address: \_\_\_\_\_

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 rental property is located at:**

Street Address: \_\_\_\_\_

Apartment No.: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_



**4 Type of Stipulation** (Check one.)

- 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. 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.
- a.  Stipulation and Order (no entry of judgment at this time) (Check one.)
- (1)  With Conditional Judgment (Complete **(11)**.)
- (2)  Without Conditional Judgment (Skip **(11)**.)
- b.  Stipulated Judgment

**5 Purpose of the Stipulation** (Check one.)

- a.  Defendant will stay in the rental property if defendant does everything agreed to in this Stipulation.
- b.  Defendant will move out of (vacate) the rental property with conditions stated in this Stipulation.
- c.  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 the following:

Past Due Rent	Damages	Attorney Fees	Court Costs	Other	Total
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(Damages may include an amount based on daily rental value or any harm to the property.)

- b.  To a payment plan, making payments in cash, certified funds, cashier’s check, or money order
- postmarked  received as follows (check one):
- (1)  Payments of \$ \_\_\_\_\_, on the \_\_\_\_\_ day of each  week  month, starting (date): \_\_\_\_\_ until (date of final payment): \_\_\_\_\_; amount of final payment: \_\_\_\_\_
- (2)  Payments of \$ \_\_\_\_\_ by \_\_\_\_\_, \$ \_\_\_\_\_ by \_\_\_\_\_, \$ \_\_\_\_\_ by \_\_\_\_\_, \$ \_\_\_\_\_ by \_\_\_\_\_, and \$ \_\_\_\_\_ on the \_\_\_\_\_ day of each month thereafter until paid in full.
- (3)  Other payment schedule (state payment terms): \_\_\_\_\_
- c.  To deliver payment to (state delivery terms): \_\_\_\_\_
- d.  To move out of (vacate) the rental property no later than midnight \_\_\_\_\_ and not to request any further delays (or stays of execution).
- e.  To incorporate and comply with the General Provisions agreed to in **(10)**.
- f.  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 agreed to** *(Complete if the parties agree to this process.)*

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:

- a. Notice *(check one)*:
  - (1)  Plaintiff is not required to give additional notice to defendant.
  - (2)  Plaintiff will give \_\_\_\_\_ hours' notice to defendant.
- b. Hearing *(check one)*:
  - (1)  The court can make the judgment without holding another hearing.
  - (2)  Plaintiff can ask the court for a hearing in 6–10 days.
- 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 defendant be ordered to pay any amount of money still unpaid.
  - (3)  Cancellation of the rental agreement/lease.
  - (4)  Other *(describe any other order the plaintiff may request)*: \_\_\_\_\_

*Check here if you need more space. Attach one sheet of paper or form MC-025 and write "UD-155, Item 7" at the top.*

**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 as soon as defendant has done everything agreed to in **6**.
- b.  To request an immediate court order to enforce eviction (writ of possession) for the rental property identified in **3** but to wait to act (stay actual execution of such writ) until *(date)*: \_\_\_\_\_
- c.  To waive all fees and interest for the amount owed and make the payment plan interest/penalty free.
- d.  To make the following repairs *(describe all repairs to the property)*: \_\_\_\_\_  
 \_\_\_\_\_ by *(date)*: \_\_\_\_\_
- e.  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.
- f.  To incorporate and comply with the General Provisions agreed to in **10**.
- g.  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** *(Complete if the parties agree to this process.)*

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:

- a.  Notice: Defendant will give 2 days' notice to plaintiff.
- b.  Hearing: Defendant will ask the court for a hearing in 6–10 days.
- c.  Result: That plaintiff be ordered to do what was promised, to pay damages, or both.





**10 General Provisions** *(Check all that the parties agree to.)*

- a.  Defendant states that all adults who live in the rental property are named as defendants in the documents that started this eviction case (the summons and complaint). No other adult lives in the rental property or has a right to live there.
- b.  Defendant states that all tenants have already moved out of the rental property. Plaintiff may lawfully take possession of the rental property effective immediately.
- c.  Defendant agrees to leave the rental property in a clean and orderly condition, 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. Plaintiff will have the right to dispose of any abandoned personal items.
- d.  The parties request that the court bar access to the court record under Code of Civil Procedure section 1161.2(a)(2).
- e.  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.
- f.  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)  Under Civil Code section 1950.5, 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 rental property.
- g.  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.)*

Defendant will stay in the rental property if all conditions are met. 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.

- 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 and may enforce the eviction (writ of possession), cancellation of the rental agreement/lease, and a judgment for \$ \_\_\_\_\_ in rent and damages, \$ \_\_\_\_\_ in attorney fees, and \$ \_\_\_\_\_ in court costs.
- b.  Incorporate General Provisions agreed to 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 request 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.  Judgment is entered.
- d.  Other (*specify any additional terms or modifications*): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

▶ \_\_\_\_\_  
*Signature of Judicial Officer*