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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

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14 Plaintiff,  
15 vs.  
16 IMS EXECUTIVE SUITES, INC. and  
17 THOMAS GIPSON,  
18 Defendant(s).

Case No. [REDACTED]

**STIPULATION FOR ENTRY OF  
JUDGMENT PENDING PERFORMANCE  
PURSUANT TO CODE OF CIVIL  
PROCEDURE § 664.6**

19 IT IS HEREBY STIPULATED by and between Plaintiff [REDACTED] ("Plaintiff") and  
20 Defendant(s), IMS EXECUTIVE SUITES, INC. and THOMAS GIPSON as follows:  
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23 1. This Stipulation contains the entire agreement between the parties. There are no oral or  
24 written agreements or understandings not contained herein. Additionally, in the event that  
25 Defendant has not already filed an Answer, General Denial or obtained an Order of Fee Waiver,  
26 the Defendant must submit proof of payment for the first appearance filing fee to counsel for  
27 Plaintiff within fourteen (14) days. This Stipulation is strictly contingent on Defendant's payment  
28 of his/her first appearance fee and on the filing of this Stipulation with the Court. The Defendant

[REDACTED]

1 must contact the Court to ascertain the amount of the fee. Unless Defendant notifies Plaintiff's  
2 counsel, in writing, of his/her payment of the first appearance fee, Plaintiff may elect, at it's sole  
3 discretion, to proceed forward with litigation in the above-styled case, even if Defendant continues  
4 the payments as outlined in Exhibit "A" of this stipulation.

5 2. Plaintiff and Defendant agree that Defendant is indebted to Plaintiff in the amount of  
6 \$78,776.72 relative to the account(s) ending in [REDACTED].

7 3. The parties agree that if the Court enters judgment for this amount that it is not liquidated  
8 damages and is an entry of judgment for the amount Defendant truly owes Plaintiff on the account.  
9 Plaintiff and Defendant further agree that the amount of damages in this case is not speculative or  
10 uncertain and that Plaintiff is entering in this agreement solely because of Defendant's documented  
11 hardship.

12 4. In accordance with the settlement terms agreed to between the parties and set forth in  
13 "Exhibit A", Defendant agrees to pay Plaintiff \$47,300.00 to resolve the above titled action.

14 5. All payments shall be made payable to the above-named Plaintiff and delivered via U.S  
15 Mail to the office of [REDACTED].

16 Payments made above the minimum amount may be made in any month without penalty.  
17 However, an extra payment or a payment in excess of the minimum monthly payment shall not  
18 excuse the Defendant(s) from submitting at least the minimum payment in each succeeding month.

19 6. Time is of the essence of this Stipulation For Entry of Judgment Pending Performance  
20 Pursuant to Code of Civil Procedure 664.6, and should Defendant(s) fail to make any payment on  
21 or before the stated due date, then Plaintiff shall immediately be free to pursue all available  
22 remedies including but not limited to Code of Civil Procedure § 664.6, and to file a Motion, Ex  
23 Parte Application, Declaration and Order and/or a new lawsuit to vacate any dismissal and to have  
24 judgment entered against Defendant for \$78,776.72 plus Court costs, less any amounts received  
25 by Plaintiff from Defendant.

26 7. Acceptance of any one or more late payments by Plaintiff or anyone acting on Plaintiff's  
27 behalf shall not constitute a waiver or in any way prejudice Plaintiff's rights to receive timely  
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1 payments thereafter, or to declare a default by Defendant hereunder. Plaintiff, in its sole discretion,  
2 has the right to declare a default if any payment is not timely made, regardless of any previous  
3 failure to do so.

4 8. If, and only if, all payments are timely received and all payments have cleared the  
5 account(s) upon which they were drawn, Plaintiff shall then file a request for dismissal and serve  
6 a copy on the Defendant or Defendant's attorney. Defendant hereby agrees to bear his/her own  
7 attorney's fees and costs.

8 9. The parties jointly request that this court vacate all future hearings and stay all further  
9 action on this case pending completion of this agreement. If and only if the court so requires, then  
10 the parties ask that this case be conditionally dismissed without prejudice with the court retaining  
11 jurisdiction under Code of Civil Procedure § 664.6 and subject to the dismissal being vacated and  
12 judgment entered as provided above. The parties further agree that this stipulation may at  
13 plaintiff's option be enforced by independent action.

14 10. Counsel, Plaintiff and Defendant herein agree that said judgment shall be deemed to be a  
15 judgment after trial of this action and join in said judgment, and voluntarily, knowingly, and  
16 intelligently waive the civil due process rights to trial and the provisions of California Code of  
17 Civil Procedure, §§ 581, 583.160, 583.210, 583.310, 583.360, 583.410, 583.420, and all other  
18 provisions of California law regarding dismissal of actions for failure to prosecute or to bring an  
19 action to trial within any time limits.

20 11. Defendant and Plaintiff each warrant and represent that their respective mailing addresses  
21 are current at the time of execution of this Stipulation. Defendant agrees to keep Plaintiff's counsel  
22 apprised of Defendant's current address at all times, by notifying counsel in writing within 10 days  
23 of any change.

24 12. Defendant and Plaintiff each have had the opportunity to consult with counsel and discuss  
25 his/her or its rights with respect to his/her or its performance and obligations pursuant to the terms  
26 and conditions of this Stipulation, and the advisability of executing the same. After said  
27 consultation, Defendant and Plaintiff each knowingly and voluntarily agree to all of the terms and  
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conditions set forth in this Stipulation. Furthermore, Defendant agrees that he/she has not sought, received or relied on any Plaintiff, Plaintiff's counsel or any agent of Plaintiff for any tax advice of any kind with respect to this Stipulation. Defendant has been advised to seek his own counsel with regard to tax consequences of this Stipulation.

13. This Stipulation is entered into in the State of California, and Defendant and Plaintiff agree that this Stipulation and the parties to this Stipulation are to be governed by, construed and enforced under the laws of the State of California, including but not limited to Code of Civil Procedure § 664.6. Counsel for Plaintiff is signing on behalf of Plaintiff pursuant to CCP § 664.6(b)(2).

14. Defendant and Plaintiff agree that a commissioner of the Court may hear any proceeding arising from this Stipulation.

15. This Stipulation may be signed in counterparts by any and all parties and/or their attorneys. Each counterpart, including faxed, scanned, or photocopied signatures, shall be valid and have the same legal force and effect as would an original wet signature.

16. In accordance with the settlement terms agreed to between the parties, Defendant agrees to pay Plaintiff pursuant to the following payment schedule:

Exhibit "A"

Payment #	Payment due on or before	Amount of Payment
1	06/27/2025	\$14,000.00
2	07/27/2025	\$3,200.00
3	08/27/2025	\$3,200.00
4	09/27/2025	\$3,200.00
5	10/27/2025	\$3,200.00
6	11/27/2025	\$3,200.00
7	12/27/2025	\$3,200.00
8	01/27/2026	\$3,200.00
9	02/27/2026	\$3,200.00
10	03/27/2026	\$3,200.00
11	04/27/2026	\$3,200.00
12	05/27/2026	\$1,300.00

IT IS SO STIPULATED:

Date: 6/27/2025

By: <sup>Decolligned by:</sup> Thomas Gipson  
IMS EXECUTIVE SUITES, INC., Defendant

Date: 6/25/2025

Name: Thomas Gipson

Title: Owner

By: \_\_\_\_\_  
Approved as to form

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

By: <sup>Decolligned by:</sup> Thomas Gipson  
THOMAS GIPSON