

COMMONWEALTH OF MASSACHUSETTS  
THE TRIAL COURT

WORCESTER, SS.

HOUSING COURT DEPARTMENT  
WORCESTER DIVISION  
DOCKET NO. 15-SP-0808

Elmir Simou  
PLAINTIFF

Stipulation of Dismissal

v

Shannon Lamotte  
DEFENDANT

It is hereby agreed between the above-named parties as follows:

A) ~~the~~ Parties Agree This case is dismissed pursuant to the following:

1) Defendant Agrees to voluntarily vacate on or before April 30, 2015, leaving the premises in "broom clean condition," and surrendering the keys.

(See Paragraph # 5)

2) Parties Agree A Housing Specialist shall inspect the premises on MAY 1, 2015 AT 12:00 noon to view the general conditions, if Defendant vacates prior

~~to~~ ~~the~~ ~~date~~ April 30, 2015, she shall provide notice to her Attorney and her Attorney shall notify Plaintiff. Parties may schedule a inspection prior to MAY 1, 2015 if Defendant has vacated ~~before~~ before 4-30-15 by jointly contacting the Housing Specialist for an appointment, or parties may also agree to cancel such inspection.

~~3)~~ 3.) Defendant waives any claims or Rights

to a security deposit, and Plaintiff may keep such and apply as he wishes

4) All parties waive all claims and counterclaims against each other which arose out of the occupancy up to the date of this Agreement.

5) Parties Agree if Defendant fails to vacate <sup>order</sup> by April 30, 2015 Plaintiff shall be entitled for judgment for possession only and execution shall issue forthwith upon written Affidavit

6) Both parties Agree not to have any contact, except for emergencies, otherwise all communication shall go through Defendant's Attorney.

7) Both parties Agree that by entering into this stipulation, neither party admits or acknowledges any wrong done or accusations made by the other party

The above is an agreement, which places the parties under the restraint of a direct order of the court, that they do or refrain from doing the particular acts stated herein. Any violation of this agreement can result in contempt, as the document in question is intended to operate as an injunction, stipulation, order or judgment.

8) Parties Agree that said 451 number rent shall be applied for April use & occupancy

SO ORDERED: Diana H. Horan DATE: 4/3/15  
Diana H. Horan, First Justice  
Fairlie A. Dalton, Associate Justice

[Signature] 4-3-15  
Plaintiff

[Signature] 4/3/15  
Defendant

Plaintiff / Attorney

[Signature] 4/3/15  
Defendant / Attorney

Joe Lopez 4-3-15  
Housing Specialist

Copies (given) (mailed) to the parties on 4-3-15