

PARTIES/ATTORNEYS

Plaintiff	Capital One NA	Brian Langedyk
Defendant	Elizabeth B. Silva	Julia M. Young

PROPOSED TENTATIVE

On March 25, 2025, plaintiff Capital One, N.A. (plaintiff), filed a limited civil complaint against defendant Elizabeth Silva (defendant), advancing a single cause of action for breach of contract after defendant failed to pay charges on her credit card account. Damages were alleged to be \$5,999.83. Defendant answered with a general denial on May 5, 2025. On July 17, 2025, the parties entered into a “Stipulation Agreement” where defendant agreed to pay the full amount of \$5,999.83, at \$240 per month to be paid beginning on May 23, 2025. If the first 20 consecutive payments were made, the remaining balance of \$1,199.83 would be waived. According to the agreement, if “Defendant fails to make full and timely payment of any installment or if any payment is reversed, then Defendant will not be entitled to any deduction, the full remaining balance will be due, and Plaintiff shall be entitled to enter judgment for the Judgment Amount plus court costs pursuant to a memorandum of costs (which will be limited to Plaintiff’s fee for filing the complaint; Plaintiff’s fee for service of process; fees (including any improper fee that the court may require at the time a motion or application is filed), for any motion, application, and/or order that had been granted, including the motion or application to enforce this agreement and any order fee required to file the attached proposed order; and Defendant’s first appearance fee if Plaintiff advances that fee in order to file this Agreement); less credit for payments made in good funds [*sic*] before the time of default.” Pursuant to the request of the parties, the court signed an order retaining jurisdiction under Code of Civil Procedure section 664.6. Thereafter, dismissal was entered on July 17, 2025.

On November 17, 2025, plaintiff filed an “Intention to Request Entry of Judgment under” the Stipulated Agreement, above, as defendant was \$480 in arrears.

On January 2, 2026, plaintiff filed a “Motion to Vacate Dismissal and Enter Judgment under the Terms of the Stipulated Settlement[,]” as is permitted under Code of Civil Code section 664.6. Plaintiff indicates that defendant has paid \$996 under the terms of the stipulation, and asks the court to enter judgment on the remaining principal amount of \$5,039.83 (based on credits for payments made), as well as costs of \$408.61, for a total judgment of \$5,448.44. Plaintiff has attached the declaration of counsel, Donal Sherrill, which includes the “Notice of Intention to Request Entry of Judgment Under Stipulation,” detailed above. Plaintiff also asks the court to take judicial notice of the “Stipulation Agreement” entered into between the parties and filed with this court on July 17, 2025. Plaintiff has also filed a “Memorandum of Costs,” explaining

that the \$408.41 in costs includes \$335 in filing and motion fees, and \$73.61 in service of process fees. Plaintiff indicates it will submit on the written record and will not appear at the hearing today, as is permitted per California Rules of Court, rule 3.1304 (c).¹ Defendant was served with the motion and all other associated documents at her attorney's office on January 2, 2026. No opposition has been submitted.

Code of Civil Procedure section 664.6 provides a summary procedure for entering judgment under the terms of a settlement agreement. (*Pearson v. Superior Court* (2012) 202 Cal.App.4th 1333, 1337; *In re The Clergy Cases I* (2010) 188 Cal.App.4th 1224, 1236.) When the parties stipulate to settle pending litigation, the trial court may enter judgment pursuant to the terms of the settlement after dismissal. The court is authorized to enter judgment pursuant to the settlement regardless of whether the settlement's obligations were performed or excused, even after dismissal. (*Hines v. Lukes* (2008) 167 Cal.App.4th 1174, 1184-1185.) More specifically, when the parties stipulate to settle a pending litigation, and even after dismissal, the trial court retains jurisdiction to enter judgment pursuant to the terms of the settlement agreement. (*Harris v. Rudin, Richman & Appel* (1999) 74 Cal.App.4th 299, 304.) "In order to take advantage of the statute's expedited procedure, a party must first establish the agreement at issue was set forth 'in a writing signed by the parties' [citation] or was made orally before the court." (*Ibid.*) When the settlement agreement and dismissal reserve for the trial court the authority to determine the prevailing party and to award costs, the court has jurisdiction to award such costs and fees. (*Khavarian Enterprises, Inc. v. Commline, Inc.* (2013) 216 Cal.App.4th 310, 320.)

The court grants all requests for judicial notice.

Here, the requirements of Code of Civil Procedure section 664.6 have been satisfied. The parties agreed to the expedited procedure, and the court agreed to retain jurisdiction in a July 17, 2025, order signed by the court. (*Wackeen v. Malis* (2002) 97 Cal.App.4th 429, 439.) The request was made in writing during the pendency of the case, by the parties themselves. (*Mesa RHF Partners, L.P. v. City of Los Angeles* (2019) 33 Cal.App.5th 913.) The stipulation was filed with the court before the case was dismissed. (*Ibid.*) The parties agreed the court should retain jurisdiction in the signed written settlement agreement, which the court has done, thereby, empowering it to vacate dismissal and enter judgment.

The court will vacate dismissal, and enter judgment in the amount of the principal debt of \$5,039.83, as requested.

¹ This provision provides as follows: "A party may give to notice that he or she will not appear at a law and motion hearing and submit the matter without an appearance unless the court orders otherwise. The court must rule on the motion as if the party had appeared."

As for costs of \$408.61, the “Stipulated Agreement” contemplated that plaintiff may seek costs if any motion seeking entry of judgment is sought. The costs requested are those authorized by the agreement. Plaintiff asks for total costs of \$408.61, which includes \$335 in filing and motions fees, and service fees of \$73.61. They appear reasonable. The court will award costs to plaintiff of \$408.61, for a total judgment of \$5,448.61.

As neither party will appear at the hearing, the court will enter this as an order in the minute orders and sign the proposed judgment offered by plaintiff. The court directs the clerk to enter judgment and to send notice of its entry to both parties.