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**PARTIES/ATTORNEYS**

Plaintiff	Cavalry SPB I LLC	NELSON & KENNARD Robert Scott Kennard Christopher Danna
Defendant	Gerardo Ordaz	No appearance

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**TENTATIVE RULING**

As discussed more fully below, the court grants the unopposed motion to set aside the dismissal and enter the judgment as requested.

Pursuant to California Rules of Court, 3.1308 (a)(1) and Santa Barbara County Superior Court Local Rule 1301, the court does not require oral argument; it will therefore be permitted only if a party notifies all other parties and the court (Department 1) by 4:00 p.m. the day before the hearing of the party's intention to appear. This tentative ruling will become the ruling of the court if notice of intent to appear has not been given. If no hearing is held, the court will sign the proposed order and judgment on file.

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**MEMORANDUM**

Background

On May 29, 2024, plaintiff, as successor in interest to Synchrony Bank, the issuer of the CareCredit credit card account, filed a complaint against defendant for money lent. It alleged that defendant was indebted to Synchrony Bank in the amount of \$3,364.23. On or about June 29, 2024, the parties entered into an agreement that the full amount noted above plus court costs of \$274.20 were due to plaintiff. (Stipulation filed 7/22/24.)<sup>1</sup> The parties agreed that entry of judgment would not be entered so long as defendant was not in default of the agreed upon payment plan. (*Id.* ¶ 3.) On July 27, 2024, the court dismissed the case without prejudice and retained jurisdiction for enforcement.

On January 7, 2026, plaintiff filed the instant motion to vacate dismissal and enter judgment pursuant to the stipulation. The motion was timely served by mail on the defendant. There is no opposition to the motion.

Analysis:

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<sup>1</sup> Authenticated in the Mallonga Declaration.

Under Code of Civil Procedure section 664.6:

“If parties to pending litigation stipulate, in a writing signed by the parties outside the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.”

“Code of Civil Procedure section 664.6 provides a summary procedure to enforce a settlement agreement by entering judgment pursuant to the terms of the settlement . . . The court retains jurisdiction to enforce a settlement under the statute even after a dismissal, but only if the parties requested such a retention of jurisdiction before the dismissal. Such a request must be made either in a writing signed by the parties or orally before the court.” (*Hines v. Lukes, supra*, 167 Cal.App.4th at 1182, internal citations omitted.) Here, the court retained jurisdiction pursuant to the Stipulation. (See Order filed 7/22/24.)

“A court ruling on a motion under Code of Civil Procedure section 664.6 must determine whether the parties entered into a valid and binding settlement.” (*Hines v. Lukes* (2008) Cal.App.4th 1174, 1182.) Here, the agreement is in writing and signed by all parties and sets forth all applicable terms. A valid settlement agreement has been entered into for money owed by defendant to plaintiff. (Stipulation filed 7/31/25.)

Plaintiff has submitted evidentiary support to enforce the settlement agreement by entry of judgment. According to the declaration of Michael Mallonga, “Defendant(s) defaulted under the terms of the settlement agreement by failing to make the payment as required pursuant to the terms thereof. The last payment made by the Defendant(s) was on November 5, 2024.” (Mallonga Decl., ¶ 6.) According to Mallonga, the balance due is \$1,190.01 (e.g., “principal sum of \$3,364.23, plus previous court costs of \$274.20, \$10.58 e-filing fee, \$181.00 Stipulation and Order Fee and \$60.00 motion fee for the filing of this motion, less \$2,700.00 for payments made to date, for a total judgment sum of \$1,190.01.”). (Mallonga Decl., ¶ 7.) This is sufficient to enter judgment for the balance due.

The court grants the unopposed motion to enter a total judgment of \$1,190.01. The court will sign the proposed order and judgment. The clerk is directed to send notice of the order and entry of judgment to all parties.