

PROPOSED TENTATIVE

On July 30, 2024, plaintiff City of Santa Maria (plaintiff) filed a complaint against defendants Alex Rodriguez and Yiovani Nunez-Chavez for negligence and “negligence per se.” Briefly, on September 23, 2021, defendant Nunez-Chavez was driving a 1997 Dodge Ram owned by defendant Rodriguez at an unsafe speed and in an unsafe manner when Nunez-Chavez collided with a city-owned light pole, causing damages of \$3,233.93. On September 16, 2024, plaintiff and defendant Nunez Chavez filed a stipulation indicating a settlement had been reached, with the parties asking the court to retain jurisdiction over the matter pursuant to Code of Civil Procedure section 646.6 (all further statutory references are to the Code of Civil Procedure). The court signed the order on September 14, 2024, thus retaining jurisdiction. On February 11, 2025, defendant Rodriguez was dismissed as a party without prejudice, meaning defendant Nunez-Chavez remains a party over which the court retains jurisdiction. At a February 26, 2025, CMC hearing, plaintiff informed the court that a motion to enforce would be filed. No defendant was present. The court scheduled a CMC for June 11, 2025.

On March 21, 2025, plaintiff filed a “Motion to Enforce Settlement Agreement and For Entry of Judgment Pursuant to” section 664.6. According to plaintiff, defendant Nunez-Chavez made his initial settlement payment of \$269.49 per the settlement agreement (the settlement agreement is attached as Exhibit A to the motion). No other payment has been forthcoming. Plaintiff sent notice to defendant Nunez-Chavez of the default, along with a notice to cure. No reply was made. The settlement agreement allows plaintiff upon default to enter the settlement as judgment pursuant to section 664.6. Plaintiff asks the court to grant the motion and enter the settlement agreement as judgment in the amount of \$2,964.44. The complaint has not been withdrawn or dismissed *in full* – it remains operative as to defendant Nunez-Chavez. No proposed order and judgment has been submitted.

Before addressing the merits, the court will summarize the relevant legal principles that help frame the issues. 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.) Pursuant to this provision, when the parties stipulate to settle pending litigation, the trial court may enter judgment pursuant to the terms of the settlement. (§ 664.6, subd. (a).) It appears the parties requested the court to retain jurisdiction and the court agreed by written order on September 14, 2025. (*Wackeen v. Malis* (2002) 97 Cal.App.4th 429, 439.) The request was made during the pendency of the case, by the parties themselves, in writing signed by the parties. (*Mesa RHF Partners, L.P. v. City of Los Angeles* (2019) 33 Cal.App.5th 913.)

The court is authorized to enter judgment pursuant to the settlement regardless of whether the settlement’s obligations were performed or excused. (*Hines v. Lukes* (2008) 167 Cal.App.4th 1174, 1184-1185.) That is, section 664.6 provides a narrow remedy empowering a court to enforce a settlement agreement and enter judgment pursuant thereto, if certain requirements are

satisfied. (*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.)

All requirements under section 664.6 have been satisfied. Further, it appears defendant has paid only \$269.49, leaving a balance of \$2964.44. The record before the court shows the court agreed to retain jurisdiction during litigation in a signed written settlement agreement and filed with the court, although as there has been no dismissal, the matter becomes easier. At this time plaintiff does not ask for costs or fees.

There is nevertheless a significant procedural problem with the present motion. The motion was filed and served on March 21, 2025. The motion had to be filed at least 16 *court* days before the hearing, extended by 5 *calendar* days for service. Counting backwards from the hearing date of April 10, 2025, and excluding that day, the motion had to be served by March 13, 2025, before the April 10, 2025, hearing date could be considered timely. This time frame was not satisfied, making the present motion untimely. The court as a result cannot hear the motion on April 10, 2025.

Out of fairness to defendant, the court will continue the motion to May 8, 2025, in Department 4, at 8:30 a.m. No appearance is required at the April 10, 2025, hearing; if no appearance is made at the April 10, 2025, hearing, this order will become final. Plaintiff is directed to serve this order on defendant, as the order will act as notice of the new hearing date. The court directs plaintiff to submit a proposed order and signature before the May 8, 2025, hearing.