

Capital One NA v. Amanda E Urbano
Hearing Date:
Motion: Vacate Prior Order of Dismissal and Enter
Judgment Pursuant to Stipulation of Parties

Case No. 24CV05077
July 9, 2025

PARTIES/ATTORNEYS

Plaintiff	Capital One	Hunt & Henriques, LLP Donald Sherrill, Esq.
Defendant	Amanda E. Urbano	No appearance

TENTATIVE RULING

The court grants the unopposed motion to enter the judgment for the principal sum of \$4,174.42 plus costs of \$613.61 for a total judgment of \$4,788.03. The proposed order and proposed judgment adequately reflect this order.

MEMORANDUM

Background

On September 13, 2024, plaintiff Capital One NA filed a complaint for breach of contract against defendant Amanda E. Urbano. It alleged it that Urbano incurred a debt in the amount of \$5,010.42 pursuant a contract executed on February 24, 2021. Defendant did not appear in this action. On November 1, 2024, plaintiff filed a Stipulation Agreement in which the parties agreed to the entry of judgment in favor of plaintiff in the amount of \$5,010.42, plus court costs. (Stipulation Agreement, ¶ 1.) The parties agreed that entry of judgment would not be entered so long as plaintiff is not in default of the agreed upon payment plan. (Stipulation Agreement, ¶ 3.) On November 12, 2024, the court dismissed the case without prejudice and retained jurisdiction for enforcement.

On May 21, 2025, plaintiff filed the instant motion. The motion was timely served. There is no opposition to the motion.

Analysis:

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. (See Order Filed on Settlement Agreement and Stipulation for Judgment filed November 12, 2024.)

“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 a writing 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.

Plaintiff has submitted evidentiary support to enforce the settlement agreement by entry of judgment. According to the declaration of Ruonan Wang, “Defendant has defaulted on the payment arrangement under the Stipulation Agreement. The business records of Plaintiff’s Counsel indicate that the last payment received was on November 25, 2024.” (Wang Decl., ¶ 5.) The balance due is \$4,174.42. (Wang Decl., ¶ 8.) This is sufficient to enter judgment for the balance due.

Plaintiff also asks for court costs in the amount of \$613.61 for filing and motion fees as well as service fees. (Memorandum of Costs filed May 21, 2025.) The Stipulation Agreement authorizes such costs. (See Stipulation, ¶¶ 1,7.) The costs are reasonable.

The court grants the unopposed motion to enter the judgment for the principal sum of \$4,174.42 plus costs of \$613.61 for a total judgment of \$4,788.03. The proposed order and proposed judgment adequately reflect this order.