

Onemain Financial Group LLC v. Sanchez  
Hearing Date:  
Motion: Vacate Prior Order of Dismissal and Enter  
Judgment Pursuant to Stipulation of Parties

Case No. 23CV02811  
June 10, 2025

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**PARTIES/ATTORNEYS**

Plaintiff	Onemain Financial Group LLC	Robert Scott Kennard Michael Mallonga NELSON & KENNARD
Defendant	Benny L. Sanchez	No appearance

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**RECOMMENDATION**

The court grants the unopposed motion and enter the judgment for the principal sum of 11,563.03 plus costs of \$909.50 for a total judgment of \$12,472.03. The proposed order and proposed judgment adequately reflect this order.

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**MEMORANDUM**

Background

On June 27, 2023, plaintiff Onemain Financial Group LLC filed a complaint for breach of promissory note, open book account and account stated against defendant Benny L. Sanchez. It alleged it that Sanchez incurred a debt in the amount of \$15,563.03 pursuant a promissory note executed on April 2, 2020. Defendant did not appear in this action. On August 25, 2023, plaintiff filed a Stipulation Agreement in which the parties agreed to the entry of judgment in favor of plaintiff in the amount of \$ 15,563.03, plus court costs of \$463.25. (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 August 28, 2023, the court dismissed the case without prejudice and retained jurisdiction for enforcement.

On April 29, 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 of Dismissal Without Prejudice filed August 28, 2023.)

“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 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 April 30, 2024.” (Mallonga Decl., ¶ 6.) In addition, a debtor file balance report has been submitted, crediting all payments made through April 30, 2024, and showing a balance due of \$11,563.03. (*Id.*, and Exh. 2.) This is sufficient to enter judgment for the balance due.

Plaintiff also asks for court costs in the amount of \$463.25 for the first appearance fee plus \$446.25 associated with filing the stipulation and this motion. (Mallonga Decl., ¶ 7.) The Stipulation Agreement authorizes such costs. (See Stipulation, ¶ 7.) The costs are reasonable.

The court grants the unopposed motion and enter the judgment for the principal sum of 11,563.03 plus costs of \$909.50 for a total judgment of \$12,472.03. The proposed order and proposed judgment adequately reflect this order.