
PARTIES/ATTORNEYS

Plaintiff	Wells Fargo Bank NA	Collection at Law, Inc. David Bartley, Esq.
Defendant	Jose G. Alvaro	No appearance

TENTATIVE RULING

The court grants the unopposed motion to enter the judgment as requested.

MEMORANDUM

Background

On January 2, 2025, plaintiff Wells Fargo Bank NA filed a complaint for breach of contract against defendant Jose G. Alvaro. It alleged it that Alvaro incurred a debt in the amount of \$6,970.08 pursuant a contract executed on May 3, 2023. Defendant did not appear in this action. On March 4, 2025, plaintiff filed a Stipulation Agreement in which the parties agreed to the entry of judgment in favor of plaintiff in the amount of \$ \$6,970.08, plus 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, ¶ 2.) On March 5, 2025, the court dismissed the case without prejudice and retained jurisdiction for enforcement.

On September 16, 2025, plaintiff filed the instant motion to vacate dismissal and enter judgment pursuant to the stipulation. 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 pursuant to the Stipulation. (See Order filed March 6, 2025—“In the event of default by the Defendant, Plaintiff may, in accordance with the terms contained in said Settlement Agreement, have judgment entered against Defendant.”)

“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 Edgar B. Lopez, “As of the date of this Motion, Defendant has not made any payments [pursuant to the Stipulation], and thus is in default pursuant to the terms of the Stipulation..” (Lopez Decl., ¶ 5.) The balance due is “\$6,970.08 plus costs, minus credit for any payments actually made pursuant to this Stipulation [].” (Lopez Decl., ¶ 8.) This is sufficient to enter judgment for the balance due.

Plaintiff also submits evidence for court costs in the amount of \$315.00 for filing and motion fees as well as service fees. (Lopez Decl., ¶ 9.) 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 \$6,970.08 plus costs of \$315 for a total judgment of \$7,285.08. The proposed order and proposed judgment adequately reflect this order.