

PROPOSED TENTATIVE

On March 4, 2020, plaintiff Absolute Resolutions Investments, LLC, (plaintiff), as assignee of the debt, filed a civil complaint against defendant Vicente Tejada (defendant), advancing causes of action for breach of contract and common count (money lent and money paid or expended), stemming from a loan made by SoFi Lending Corp. to defendant, with a closing balance of \$31,366.37. Before defendant answered, the parties reached an out-of-court conditional settlement, which had been consummated on July 26, 2021. This was memorialized in a written document titled “Settlement Agreement With Mutual Release and Stipulation for Entry of Judgment Upon Default” (hereafter, settlement agreement). Therein defendant acknowledged the debt owed of \$31,366.67, and agreed to pay \$1,000 each month, starting November 12, 2020, before the 15th of each month thereafter, The parties requested the court retain jurisdiction pursuant to Code of Civil Procedure section 664.6 should the case be dismissed. The parties expressly agreed that in the event of a default, the court upon motion would vacate any dismissal, and enter judgment amount plus “court costs associated with filing and serving this action and any application or motion to obtain judgment as provided by this Settlement Agreement, and/or any other adjustments or credits, as applicable.” The action has not been dismissed by the court.

On March 5, 2026, plaintiff creditor filed a motion to enter judgment per the parties settlement agreement. According to plaintiff’s counsel’s declaration Spencer Penuela, defendant has defaulted under the settlement agreement, having paid \$19,000, with \$12,366.12 still owing. Mr. Penuela does not inform the court when the default occurred, although counsel has “made attempts to contact Defendant,” all unsuccessfully. In the declaration, counsel ask for initial filing fees of \$464.34 (for filing the complaint), and \$90.27 (for service of process and e-foiling fees), for total costs of \$554.61. Plaintiff asks the court to enter judgment for \$12,920.98 (\$12,366.37 (principal debt) plus \$554.61 costs). Defendant was served with the motion and all attachments on March 5, 2026, by mail, at 2224 Lily Lane, Santa Maria, a different address than that for service of the lawsuit. Plaintiff has provided a proposed order and judgment for signature. No opposition has been submitted as of this writing.

On the merits, all predicate requirements for the motion have been satisfied. The parties agreed to the expedited procedure in Code of Civil Procedure section 664.6, during the pendency of the case, by the parties themselves, in a writing signed by the parties. (*Mesa RHF Partners, L.P. v. City of Los Angeles* (2019) 33 Cal.App.5th 913.) The parties agreed that the court should retain jurisdiction during litigation in a signed written settlement agreement, empowering the court to enter judgment. As for the costs that total \$554.61, the settlement agreement authorizes the costs, and they otherwise appear reasonable.

The court directs plaintiff to appear at the hearing and address one issue. There is no explanation in the declaration or any other document that 2224 Lily Lane, Santa Maria, is defendant's current address, as it varies from the date of the initial complaint. The court directs counsel to come prepared to address this point (the court wants to ensure that service of the motion was proper). If the court is satisfied with the explanations, the court will grant the motion and enter judgment in the amount of \$12,920.98, and will sign the proposed order and judgment.