

PROPOSED TENTATIVE

On August 6, 2024, plaintiff Interinsurance Exchange of The Automobile Club (plaintiff) filed a limited civil complaint against defendants Jessica Herrera and Jose Eduardo Herrera (defendants), advancing one cause of action for “subrogation.” According to the operative pleading, plaintiff was party to a written contract of insurance, requiring, *inter alia*, that plaintiff would reimburse plaintiff’s insured for damages to vehicles owned/operated by plaintiff’s insured. Defendants were driving a vehicle when they collided with plaintiff’s insured’s vehicle. Plaintiff paid damages to its insured for this property damage, and plaintiff is now contractually subrogated to all rights of plaintiff’s insured. Plaintiff paid \$10,549.43 to its insured, together with interest due, and sought to obtain this amount from defendants in its complaint. Defendants did not answer. However, on October 21, 2024, the parties entered into a conditional settlement, with dismissal contemplated no later than February 29, 2028. No dismissal has been entered.

On October 29, 2025, plaintiff filed a “Motion to Enforce Settlement Agreement and Enter Judgment” against defendants (motion). Attached to the motion is a declaration from Brian Tapper, plaintiff’s attorney, and a document titled “Stipulation and Entry of Judgment and Installment Payments” (agreement) signed by all parties. According to the declaration of Brian Tapper, the agreement was consummated on October 1, 2024. Per the agreement, defendant agreed to pay plaintiff the sum of \$200 from October 15, 2024 to September 15, 2024; the sum of \$300 from October 15, 2024 to December 15, 2027; and a final payment of \$149.43 to be paid before January 15, 2028. The parties agreed to the procedures of Code of Civil Procedure¹ section 664.6, with the court to retain jurisdiction. The agreement provides that if defendant fails to make the installment payments, plaintiff may seek interest as well as court costs necessary to effectuate enforcement. According to Mr. Tapper’s declaration, defendants have defaulted on the settlement terms after November 15, 2024, and interest has accumulated since December 22, 2022. The last payment defendants made was on October 17, 2024, and no other payment has been forthcoming. Plaintiff asks for unpaid principal of \$10,549.43, \$1,492.82 in interest, and costs of \$225 (filing of motion and service of process). Defendant was served with the motion and all attachments by mail at 1204 W. Pine Avenue, Lompoc, CA 93436. No opposition has been filed as of this writing.

Some background will 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 after dismissal. (§ 664.6, subd. (a).) The parties requested the court to retain jurisdiction in the stipulation filed with the court (*Wackeen v. Malis* (2002) 97 Cal.App.4th 429, 439), as the request was made during the

¹ All further statutory references are to this statutory scheme.

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 stipulation was filed with the court before the case was dismissed. (*Ibid.*)

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.) This means that when the parties stipulate to settle a pending litigation, the trial court may enter judgment pursuant to the terms of the settlement after dismissal. (§ 664.6, subd. (a.) 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.)

Preliminarily, the court directs plaintiff to confirm the service address of defendants, as no answer was filed and no proof of service as to the summons and complaint was submitted (i.e., plaintiff should confirm with the court that the address used for service of the present motion is correct). This can be done orally at the hearing. If sufficient evidence of this is provided, the court determines that all requirements under section 664.6 have been satisfied. The court finds that defendants owe \$10,549.43, interest in the amount of \$1,492.82, and court costs of \$225 (the amount outlined in Mr. Tapper's declaration). The court grants the “Motion to Enforce Settlement Agreement,” and enters the agreement as a judgment, for a total amount of \$12,267.25. The court will sign the proposed judgment as provided.

The parties are directed to appear in person or by Zoom at the hearing.