

## PROPOSED TENTATIVE

On May 5, 2025, plaintiff Self-Insured Schools of California (plaintiff) filed a limited civil complaint against defendants Gabriela Capos and Oswaldo Salazar (defendants), advancing a 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 operating a vehicle when they collided with plaintiff’s insured’s vehicle. Plaintiff paid \$8,017 to its insured, and sought that amount plus in its complaint. Defendants did not answer. However, on August 21, 2024, the parties entered into a conditional settlement, with dismissal contemplated no later than June 29, 2029. 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 Mr. Tapper, the agreement was consummated on July 9, 2025. Per the agreement, defendants agreed to pay plaintiff the sum of \$100 from August 5, 2025, to February 15, 2026; the sum of \$200 from March 15, 2025 to April 15, 2029; and a final payment of \$17.62 before May 15, 2029. The parties agreed to the procedures contemplated by Code of Civil Procedure<sup>1</sup> 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 made no payments, and the interest rate began as a result from September 11, 2024. Plaintiff asks for unpaid principal of \$8,017.62, \$451.40 in interest, and costs of \$225 (filing fees and service of process). Defendant was served with the motion and all attachments by mail at 122 S. Gray Street Santa Maria, CA 93455. 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 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.)

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<sup>1</sup> All further statutory references are to this statutory scheme.

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 even after dismissal. (§ 664.6, subd. (a).) To be clear, 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.)

Initially, the court wants plaintiff to confirm the mailing address of defendants (i.e., that this address for service of the present motion was appropriate), as no answer was filed, and no proof of service as to summons and complaint has been submitted. If the court is satisfied with this evidentiary proffer at the hearing, the court determines that all requirements per section 664.6 have been satisfied. The court finds that defendants owe \$8,017.62 for the principal debt, interest in the amount of \$451.40, 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 \$ 8,694.02. The court will sign the proposed judgment as provided.

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