PROPOSED TENTATIVE

On July 25, 2024, plaintiff Citibank, N.A. (plaintiff), filed a limited civil complaint on standard Judicial Council forms against defendant Cheryl A. Lindley (defendant), advancing a common count cause of action (based on open book account for money due and account stated in writing for money lent and paid). Damages were for $4,770. On October 23, 2024, the parties entered into a "Stipulation Agreement" settling the action, in which defendant agreed to make staggered payments until the amount in controversy was paid. The parties agreed that the court would retain jurisdiction over the matter pursuant to Code of Civil Procedure section 664.6 (all further statutory references are to this Code), and the court signed that order on October 28, 2024. On October 28, 2024, plaintiff filed a full request for dismissal without prejudice, which was entered.

On August 14, 2025, plaintiff filed a document titled "Notice of Intention to Request Entry of Judgment Under Stipulation," indicating defendant has failed to comply with the payment schedule in the stipulated agreement, with the last payment made on April 7, 2025.

On October 30, 2025, plaintiff filed a motion to set aside dismissal and enter judgment under terms of the "Stipulation Agreement" per section 664.6; a request for judicial notice; and a "Memorandum of Costs," asking for costs of $613.61, for total judgment of $4,610.61 ($3,997 based on principal debt, plus costs of $613.61). Defendant was served with the motion and all documents by mail on October 20, 2025. Plaintiff has offered a proposed order and judgment for signature. No opposition has been filed as of this writing. Plaintiff indicates that it will not make an appearance at the hearing pursuant to California Rules of Court, rule 3.1304(c).

Plaintiff asks the court to take judicial notice of the following documents: the "Stipulation Agreement[,]" filed with this court on October 23, 2024. The court does not have to take judicial notice of documents in the present case file that are essential to resolution of the motions at hand; nevertheless, commensurate with past practice, as the motion is unopposed, the court grants the request.

Before addressing the merits, some background legal principles are relevant to 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 March 4, 2024, 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.) 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.) Section 664.6 contemplates a summary procedure for entering judgment under the terms of a settlement agreement. (*Pearson v. Superior Court* (2012) 202 Cal.App.4th 1333, 1337.) 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.)

All requirements under this provision have been satisfied. Further, it appears defendant has paid some but far from all of the amounts contemplated by the negotiated settlement. The court finds the parties agreed that the court should retain jurisdiction during litigation in a signed written settlement agreement, filed and signed by the court prior to dismissal. The court has retained jurisdiction pursuant to section 664.6. The court finds that defendant owes $3,997 on the principal debt.

Additionally, as for costs, the "Settlement Agreement" contemplates that if any entry of judgment is sought the court may award court costs, limited to "Plaintiff's fee for filing the complaint; Plaintiff's fee for service of process; fees (including reporter fee that the court may require at the time a motion or application is filed) for any motion, application, and/or order that has been granted, including the motion or application to enforce this Agreement and any order fee required to fill the attached proposed order; and Defendant's first appearance fee if Plaintiff advances that fee in order to file this Agreement . . . ." Plaintiff has filed a "Memorandum of Costs[,]" seeking $540 for "filing and motion fees," and $73.61 for "service of process fees," for a total of $613.61. As the amount is contemplated by agreement and is otherwise reasonable, the court grants the request for costs.

The court grants the motion to vacate dismissal and enter judgment in the amount of $4,610.61 ($3,997 for the principal debt and $613.61 for costs). The court will sign the proposed order and judgment submitted by plaintiff. As plaintiff will not appear at the hearing per California Rules of Court, rule 3.1304(c), and as defendant likely will not appear at the hearing, the court directs the clerk to enter the signed order and judgment and send it to all parties.