

## PROPOSED TENTATIVE

On January 23, 2024, plaintiff TD Bank, USA, N.A. (plaintiff), filed a limited civil complaint on standard Judicial Council forms against defendant Jinehira Ruiz (defendant), advancing one cause of action in common count (based on open book account for money due, account stated in writing, for money lent, and for money paid). Damages were for \$2,479. On March 4, 2024, the parties filed a stipulated agreement settling the action, in which plaintiff 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). On March 8, 2024, plaintiff filed a full request for dismissal, which was entered.

On January 17, 2025, plaintiff filed a document titled “Intention to Request Entry of Judgment Under Stipulation,” indicating defendant has failed to comply with the payment schedule in the stipulated agreement.

On February 19, 2025, plaintiff filed a motion to vacate dismissal and enter judgment under terms of the stipulated judgment for \$500 (this amount includes payments defendant has made to date), per section 664.6 (all further statutory references are to this Code); a request for judicial notice; and a “Memorandum of Costs,” asking for costs of \$633.61, for total judgment of \$1,133.61, along with a proposed order and judgment. Defendant was served with all documents by mail on February 10, 2025. No opposition has been filed. 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 take judicial notice of the following documents: the March 4, 2024, stipulation agreement between the parties detailing the terms of the settlement agreement. 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 for judicial notice.

Before addressing the merits, some 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. (§ 664.6, subd. (a).) It appears 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. (§ 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 all but \$500 of the negotiated settlement. The court finds the parties agreed that the court should retain jurisdiction during litigation in a signed written settlement agreement and filed with the court before the dismissal. The court has retained jurisdiction pursuant to section 664.6. The court also finds that defendant has paid all but \$500 of the amount owe.

Additionally, as for costs, the settlement agreement contemplates that if defendant fails to make payments, and if plaintiff seeks a motion pursuant to section 664.6, plaintiff “shall be entitled to enter judgment for the Judgment Amount plus court costs pursuant to a memorandum of costs (which will be limited to Plaintiff’s fee for filing the complaint; Plaintiff’s fee for service of process; fees (including any reporter fee that the court may require at the a motion or application is filed) for an 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 file the attached proposed order; and Defendant’s first appearance fee if Plaintiff advances that fee in order to file this Agreement0]; less credit for payment made in good funds before the time of default.” Pursuant to the agreement, plaintiff asks for filing and motion fees of \$530, \$73.61 for service of process, and \$30 for court reporter fees established by statute, for \$633.61. This amount is authorized by the settlement agreement and otherwise seems reasonable.

The court grants the motion to vacate dismissal and enter judgment in the amount of \$1,133.61 (\$500 for the principal debt and \$633.61 in 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 clear the clerk to enter the signed order and judgment and send it to all parties.