
PARTIES/ATTORNEYS

Plaintiff	Nova Casualty Company	GABA LAW Rodolfo Gaba, Jr.
Defendant	Lamberto Rivera Arevalo	Simmons Law Firm Amber Simmons

TENTATIVE RULING

As discussed more fully below, the court grants the unopposed motion to set aside the dismissal and enter the judgment as requested.

MEMORANDUM

Background

On November 21, 2022, plaintiff Nova Casualty Company filed a complaint for breach of contract against defendant Lamberto Rivera Arevalo. It alleged that defendant incurred a debt in the principal sum of \$8,600 pursuant a contract executed on August 17, 2022. Defendant, represented by Amber Simmons, Esq., answered and generally denied the allegations. On April 27, 2023, the parties entered into a Stipulation Agreement in which the parties agreed to the entry of judgment in favor of plaintiff in the amount of \$8,600, plus interest and costs. (Motion, Exh. 1, ¶ 1.) The parties agreed that entry of judgment would not be entered so long as plaintiff is not in default of the agreed upon payment plan. (Motion, Exh. 1, ¶ 2.) On May 30, 2023, the court dismissed the case without prejudice and retained jurisdiction for enforcement.

On December 16, 2025, plaintiff filed the instant motion to vacate dismissal and enter judgment pursuant to the stipulation. The motion was timely served on the Simmons Law Firm, which has not substituted out of this case. There is no opposition to the motion.

Analysis:

Under Code of Civil Procedure section 664.6:

“If parties to pending litigation stipulate, in a writing signed by the parties outside the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment

pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.”

“Code of Civil Procedure section 664.6 provides a summary procedure to enforce a settlement agreement by entering judgment pursuant to the terms of the settlement... The court retains jurisdiction to enforce a settlement under the statute even after a dismissal, but only if the parties requested such a retention of jurisdiction before the dismissal. Such a request must be made either in a writing signed by the parties or orally before the court.” (*Hines v. Lukes, supra*, 167 Cal.App.4th at 1182, internal citations omitted.) Here, the court retained jurisdiction pursuant to the Stipulation. (See Order Dismissing Action filed May 30, 2023.)

“A court ruling on a motion under Code of Civil Procedure section 664.6 must determine whether the parties entered into a valid and binding settlement.” (*Hines v. Lukes* (2008) Cal.App.4th 1174, 1182.) Here, the agreement is in a writing signed by all parties and sets forth all applicable terms. A valid settlement agreement has been entered into for money owed by defendant to plaintiff.

Plaintiff has submitted evidentiary support to enforce the settlement agreement by entry of judgment. According to the declaration of Rodolfa Gaba Jr., “On 06/15/2024 and each month thereafter through the present date, Defendant has defaulted under the terms of the Stipulation by failing to make the scheduled payment thereon in the sum of \$500.00 per month.is in default pursuant to the terms of the Stipulation.” (Gaba Decl., ¶ 5.) According to Gaba, the balance due is \$8,600 plus interest (\$1,361.72) and costs (\$334), minus credit for any payments actually made (\$5,600) for a total judgment of \$4,695.72. (Gaba Decl., ¶ 9.) This is sufficient to enter judgment for the balance due.

The court grants the unopposed motion to enter a total judgment of \$4,695.72. The proposed order and proposed judgment adequately reflect this order.