
PARTIES/ATTORNEYS

Plaintiff	JPMorgan Chase Bank, NA	Hunt & Henriques, LLP Donald Sherrill, Esq.
Defendant	Hector A. Venegas	Gamble & Garcia William Gamble, Esq.

TENTATIVE RULING

As discussed more fully below, the court grants the unopposed motion to set aside the dismissal and enter the judgment pursuant to the parties' stipulated settlement.

Pursuant to California Rules of Court, 3.1308 (a)(1) and Santa Barbara County Superior Court Local Rule 1301, the court does not require oral argument; it will therefore be permitted only if a party notifies all other parties and the court (Department 2) by 4:00 p.m. the day before the hearing of the party's intention to appear. This tentative ruling will become the ruling of the court if notice of intent to appear has not been given. If no hearing is held, the court will sign the proposed order and proposed judgment on file.

MEMORANDUM

Background

On December 9, 2024, plaintiff filed a limited civil complaint for breach of contract against defendant Hector A. Venegas. Defendant filed an Answer generally denying the allegations on February 20, 2025. On or about August 15, 2025, the parties entered into a written Stipulation Agreement and Stipulation for Judgment pursuant to Code of Civil Procedure section 664.6. Under the terms of the agreement, defendant agreed to pay a one-time payment of \$122.79 on or before August 26, 2025, followed by minimum monthly payments of \$123.15 beginning September 26, 2025. In the event of default, plaintiff would be entitled to entry of judgment in the principal sum of \$6,649.74. The parties requested that the court retain jurisdiction to enforce the settlement pursuant to Code of Civil Procedure section 664.6, which it did. A dismissal was entered on October 16, 2025.

On January 2, 2026, plaintiff filed the instant motion to vacate the dismissal and enter judgment pursuant to the terms of the stipulated settlement. The motion

was timely served on Gamble & Garcia, which has not substituted out of this case. There is no opposition to the motion.

Analysis:

Code of Civil Procedure section 664.6 provides a summary procedure to enforce a settlement agreement by entering judgment pursuant to its terms. If requested by the parties, the Court may retain jurisdiction to enforce the settlement until performance in full. A court retains jurisdiction to enforce a settlement under section 664.6 even after dismissal, provided the parties requested such retention before dismissal. (*Hines v. Lukes* (2008) 167 Cal.App.4th 1174, 1182.)

A court ruling on a motion under section 664.6 must determine whether the parties entered into a valid and binding settlement agreement. (*Hines v. Lukes, supra*, 167 Cal.App.4th at p. 1182.) A settlement agreement signed by the parties outside the presence of the court satisfies the statute's writing requirement. (*Elyaoudayan v. Hoffman* (2003) 104 Cal.App.4th 1421, 1428.)

Here, the record establishes that the parties executed a written stipulation signed by the parties and requested that the court retain jurisdiction under section 664.6. Plaintiff's counsel declares that defendant defaulted under the terms of the agreement and that no payments have been received. The balance due is \$6,649.74.

The court finds that a valid and binding settlement agreement exists, that jurisdiction was properly retained, and that defendant defaulted under the agreement.

The motion to vacate the dismissal and enter judgment pursuant to the stipulated settlement is GRANTED.

Judgment shall be entered in favor of plaintiff JPMorgan Chase Bank, N.A., and against defendant Hector A. Venegas in the total sum of \$6,649.74.