
PARTIES/ATTORNEYS

Plaintiff	Capital One NA	Hunt & Henriques, LLP Donald Sherrill, Esq.
Defendant	Mark Navarrete	Law Offices of Robert S. Gitmeid, P.C. Jenna Moreno-Cortez, Esq.

TENTATIVE RULING

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

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 there is no argument, the court will sign the proposed order and proposed judgment on file.

MEMORANDUM

Background

On December 31, 2024, plaintiff filed a complaint for breach of contract against defendant. It alleged it that defendant incurred a debt in the principal sum of \$4,816.37 pursuant a contract (cardmember agreement) executed on December 9, 2022. Defendant, represented by Jenna Moreno-Cortez, Esq., answered and generally denied the allegations. On or about September 26, 2025, the parties entered into a Stipulation Agreement in which the parties agreed to the entry of judgment in favor of plaintiff in the full amount, plus court costs pursuant to a memorandum of costs. (Stipulation filed 10/6/25.)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. (*Id.* ¶ 3.) On October 7, 2025, the court dismissed the case without prejudice and retained jurisdiction for enforcement.

¹ The court grants plaintiff's request for judicial notice of this stipulation, which is also authenticated in the Sherrill Declaration.

On January 2, 2026, plaintiff filed the instant motion to vacate dismissal and enter judgment pursuant to the stipulation. The motion was timely served on the Law Offices of Robert S. Gitmeid, P.C., 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 filed 10/7/25.)

“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. (Stipulation filed 10/6/25.)

Plaintiff has submitted evidentiary support to enforce the settlement agreement by entry of judgment. According to the declaration of Donald Sherrill, “Defendant has defaulted on the payment arrangement under the Stipulation Agreement. The business records of Plaintiff’s Counsel indicate that the last payment received was on August 19, 2025.” (Sherrill Decl., ¶ 5.) According to Sherrill, the balance due is \$3,937.37 plus court costs in the sum of \$388.61 for a total judgment of \$4,325.98. (Sherrill Decl., ¶ 7.) This is sufficient to enter judgment for the balance due.

The court grants the unopposed motion to enter a total judgment of \$4,325.98. The proposed order and proposed judgment adequately reflect this order.