
PARTIES/ATTORNEYS

Plaintiff	Hunt & Henriques	Donald Sherril Brian Langedyk Hunt & Henriques
Defendant	Jolly Domingo	SRL

TENTATIVE RULING

The court grants plaintiff's request to take judicial notice of the stipulated agreement. The court further grants the unopposed motion to enter judgment in the principal sum of \$501.00 plus court costs of \$525.61 for a total judgment of \$1,026.61.

MEMORANDUM

Background

On February 21, 2024, plaintiff Portfolio Recovery Associates LLC filed a complaint for the common counts of open book and account stated against defendant Jolly Domingo. It alleged it that Domingo incurred a debt in the amount of \$1,004.59 to Citibank, NA, which plaintiff subsequently purchased. On April 3, 2024, plaintiff filed a Stipulation Agreement in which defendant agreed to the entry of judgment in favor of Portfolio Recovery Associates LLC in the amount of \$1,004.59, plus court costs pursuant to a memorandum of costs. The parties agreed that entry of judgment would not occur so long as plaintiff is not in default of the agreed upon payment plan. On April 5, 2024, the court entered orders dismissing the action and retaining jurisdiction of the matter.

On September 18, 2024, plaintiff filed a motion to set aside the dismissal and enter judgment pursuant to the Stipulation. Defendant is in default. The business records of plaintiff's counsel indicate that the last payment received was on May 15, 2024. The balance now due is alleged to be the principal sum of \$501. Plaintiff also asks for court costs in the sum of \$525.61, for a total judgment of \$1,026.61. The motion was timely served by mail on September 18, 2024, on defendant. There is no opposition to the motion.

Plaintiff asks the court to take judicial notice of the stipulation agreement. As there is no opposition, the court should grant the request.

Analysis:

The court has reviewed the settlement agreement. 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. (*Hines v. Lukes* (2008) Cal.App.4th 1174, 1182--“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.”)

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.) The parties expressly requested, and the court agreed, to retain jurisdiction to enforce this settlement in writing. (See April 5, 2024 Order.)

Plaintiff reports that under the terms of the stipulation, defendant has paid a total of \$ 504.59. The balance now due is the principal sum of \$501.00. Plaintiff also requests court costs of \$525.61 for a total judgment of \$1,026.61. A memorandum of costs has been submitted. Costs has been limited by agreement 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 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 file the attached proposed order; and Defendant's first appearance fee if Plaintiff advances that fee in order to file this Agreement).” (Stipulation Agreement, ¶ 1.) The costs are properly limited to \$525.61.

The court grants the unopposed motion and will enter the judgment for the principal sum of \$501.00 plus court costs of \$525.61 for a total judgment of \$1,026.61.