

# Superior Court of California County of San Benito



## Tentative Decisions for April 24, 2026

**Courtroom #2: Judge Pro Tempore Page Galloway**

**CL-24-00687          Wells Fargo Bank, N.A. v. Victoria Voight          4-24-2026**

Plaintiff's motion and notice of motion to Vacate Dismissal under 664.6 and enter Judgment pursuant to Stipulation.

Plaintiff:          Jon O. Blanda, Edgar Lopez (Wells Fargo Bank, N.A.)

Defendant:        Self Represented (Victoria Voight)

10-8-2024        Plaintiff seeks \$13,940.92 for breach of contract. The underlying issue is the failure to pay on a consumer debt.

1-17-2025 The parties' stipulation for entry of Judgment and settlement and release with dismissal of action with the court retaining jurisdiction pursuant to 664.6 is filed. The order was signed 1-21-2025. The stipulation required the Defendant to make installment payments on the obligation. The parties explicitly agreed that the court could retain jurisdiction pursuant to 664.6 to enforce all terms of the parties' settlement.

3-16-2026 Plaintiff's notice of non-compliance is filed giving notice that Defendant has defaulted on the terms of the stipulation and has not cured the default.

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**\*Please contact Judicial Courtroom Assistant, Adriana Ramirez, at  
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any objections or concerns**

3-27-2026 Plaintiff's Motion to vacate dismissal pursuant to Code of Civil Procedure section 664.6 and to enter Judgment pursuant to stipulation. Pursuant to the terms of the stipulation Defendant was to make an initial payment of \$577.92 on or before 12-2-2024 and thereafter make monthly payments of \$581.00 on or before the 2<sup>nd</sup> of each month thereafter through and including 11-2-2026 which would pay off the obligation. As of the date of the motion the Defendant has failed to make any payments, leaving a balance of \$13,940.92. On January 15, 2025 Plaintiff sent a letter to Defendant advising of the default pursuant to the terms of the stipulation and offered an additional seven days to cure the default by paying the past due amounts. (Lopez Dec. Ex 2. ) No payments were made. Pursuant to CCP§664.6 the court has the authority to enforce the parties' settlement. The statute states that if the parties to pending litigation stipulate in a signed writing for settlement of the case or part thereof, the court upon motion may enter judgment pursuant to the terms of the settlement. A copy of the stipulation is appended as EX 1 to the Lopez declaration and incorporated herein. Plaintiff requests the court enter judgment for the balance owed plus \$455.00 in costs for a total of \$14,385.92. The Plaintiff waives pre judgment interest.

Legal Authority: Code of Civil Procedure Section 664.6 provides for the enforcement of a settlement agreement upon motion. Upon the request of the parties, the court may retain jurisdiction in a case pending full performance of the terms of such written settlement.

Analysis: The parties entered into a global settlement signed by the Defendant November 10, 2024, and by the Plaintiff on November 1, 2024. The terms of the Stipulation reached include a Code of Civil Procedure Section 664.6 provision. Exhibit 1 to the Declaration of Plaintiff's Counsel is a copy of this Stipulation which lays out the payment terms as described in the declaration. Paragraph 9 of the stipulation that if the defendant should default or fail to make payment as agreed and if the default is not cured as the stipulation provides "Plaintiff shall be entitled to enter this Judgment in this matter." The paragraph provides that the Plaintiff is to give the Defendant seven days' notice of their intent to file the stipulation and to enter Judgment to provide the Defendant the opportunity to cure. By failing to pay or cure once notice is given, the Defendant has defaulted on the Stipulation. Section 664.6 sub section (a) expressly permits the court to retain jurisdiction over the parties and to enforce the settlement until performance in full, or as agreed here, to enter judgment.

Proposed ruling: The motion is granted as prayed. Judgment to be entered in favor of Plaintiffs for the principal balance of \$13,940.92 less \$0.00, as no payments were made pursuant to the stipulation, plus \$455.00 for costs of suit, for a total judgment of \$14,385.92. Judgment shall be entered accordingly.

On calendar for Plaintiff's Motion to Deem Requests for Admissions Admitted

Plaintiff: Anthony Lio, Douglas Agne (Wells Fargo Bank, N.A.)

Defendant: Self Represented (Maria Duran)

10-10-25 Complaint pursues damages of \$16,462.37 for breach of contract related to the failure to pay on a consumer debt.

11-12-2025 Defendant files her answer. Defendant admits all of the statements of the complaint, and notes she is presently not working and unable to pay at this time, but is open to arranging a payment plan.

1-29-26 Notice of Motion and motion to dem requests for admissions admitted. Pursuant to California Code of Civil Procedure section 2033.280. The statute notes that if a propounding party demonstrates that after the time to respond to properly served requests for admissions lapses and there has been no response of any kind served on the propounding party, the propounding party may move to have the requests deemed admitted. The court shall in that instance deem those matters admitted and order that the genuineness of documents will be deemed admitted.

The motion is unopposed.

Legal Authority and Analysis: Any party may obtain discovery by written request that any other party to the action admit the genuineness of specified documents, or the truth of specified matters of fact, opinion related to a fact, or application of law to a fact. (CCP§ 2033.010.) Similarly, a request for admissions may relate to a matter in controversy between the parties. (Id.) A party served with requests for admissions has 30 days to serve their response after being served with the requests. (CCP§2033.250.) If no response is received, the propounding party must bring a formal "deemed admitted motion" to have requests for admission which has received no timely response deemed admitted. (*Stover v. Bruntz* (2017) 12 Cal. App. 5<sup>th</sup> 19, 30; *St. Mary v. Sup. Ct.* (2014) 2223 Cal. App. 4<sup>th</sup> 76, 775-776.) Service of responses before the hearing defeats the motion, but imposing monetary sanctions remains mandatory. There is no meet and confer requirement for a motion to deem admitted under CCP§2033.280 as there is for a motion to compel further response. (*St. Mary v. Sup Ct., supra*, at 777-778.) Unless the judge determines that a responding party has served, before the hearing on the motion, a proposed response to the requests for admission in substantial compliance with CCP§2033.220 the judge must order the requests for admission deemed admitted. Such an order establishes, by judicial fiat, that a non-responding party has responded to the requests by admitting the truth of the matters contained in the requests. (*St. Mary v. Sup. Ct, supra*, at 776.) Moreover, pursuant to CCP§2033.420(a), a party may also request the court order that the genuineness of any documents and the truth of any matters specified in the request for admission be admitted.

On December 5, 2025, the Plaintiff served Defendant with their first set of Requests for Admissions. The responses became due thirty-five days thereafter. (Agne Dec ¶1, ex A.) No responses have been served. (Agne Dec ¶2.). Pursuant to statute, the Plaintiff need not engage in any meet and confer with the Defendant but must file a motion with the court to have the matters deemed admitted. Since no intervening answers to the requests for admission have been served on the Plaintiff, the court must deem the requests admitted and the genuineness of documents deemed established.

Proposed order: The Plaintiff's motion is granted as prayed.

**END OF TENTATIVE RULING**