

Superior Court of California County of San Benito



Tentative Decisions for April 3, 2026

Courtroom #2: Judge Pro Tempore Page Galloway

CL-24-00871 Crown Asset Management, LLC. v. Elia Solis DeBarba 4-3-26

On calendar for Plaintiff's motion for Entry of Judgment pursuant to Defendant's default under Settlement and Release agreement.

Plaintiff: Stella Park, Spencer Penuela (Crown Asset Management, LLC)

Defendant: Self-Represented (Elia Solis De Barba)

Notice of settlement in this case was filed 4-28-2025. The settlement was conditional. The dismissal of the action was conditioned on the satisfactory completion of specific terms that were not to be performed within 45 days of the settlement date, but a request for dismissal would be filed no later than May 14, 2027.

12-9-24: Complaint filed for 1) Breach of Contract; 2) Money Lent. Petitioner is debt buyer and is now sole owner of the debt at issue. IT is their belief that on or about 3-15-22 Cross River Bank extended a loan to Defendant ending 4884 (Account), with the Defendant accepting the terms and conditions of that account by the Defendant's acceptance of the funds borrowed agreeing to comply with the terms and conditions of the loan, including repayment of the same along with applicable interest and fees. Defendant ceased making payments on the underlying obligation 7-5-23. The debt owed at charge off was \$2,606.55.

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any objections or concerns**

The defendant was served with this action, but did not Answer. Instead, the parties settled the case by entering into a written settlement agreement that no judgment would be entered against defendant so long as Defendant paid an agreed settlement amount in specified monthly installments. (Schlick decl., ¶¶ 2-4, Ex 1.) Subsequently, the Defendant ceased making payments on the settlement as specified. Plaintiff has received only \$750.00 in installments. (*Id.* ¶5.) Communication with the Defendant has been unsuccessful. (*Ibid.*) Plaintiff therefore seeks the agreed account balance less the payments made and their costs for pursuing this motion.

Legal Authorities. If parties to pending litigation stipulate, in a writing signed by the parties outside the presence of the court, to settle the case, the court may on the motion of the parties enter judgment pursuant to the terms of that settlement. (CCP§664.6; see also *Skulnick v. Roberts Exp., Inc.* (1992) 2 Cal. App. 4th 884, 889 (review denied).)

Analysis: Here the parties entered into a written settlement agreement signed by the parties outside the presence of the court to settle this case. The terms of the settlement were that the Defendant was to pay the Plaintiff set monthly installments to extinguish the debt by a date certain. If the Defendant made all of those payments, the case would be dismissed by no later than May 14, 2027. The defendant has not complied with the terms of that settlement and has failed to make all of the payments agreed between the parties. The Plaintiff therefore is entitled to pursue the entry of the Judgment in this matter. The Plaintiff is entitled to the amount sought in the complaint \$2,606.55, less the payments made by the Defendant of \$750.00, for a principal balance due of \$1,856.55. Pursuant to the stipulation the Plaintiff is also entitled to their fees and costs. According to the declaration of the Plaintiff, this additional amount is \$299.28, representing the underlying filing fee for the complaint, the cost of e-filing, the cost of process serving and the e-filing fee for this motion. (*Decl.* ¶7.) The total sought is \$2,155.83.

Proposed ruling: The Court grants the motion as prayed. Judgment will be entered accordingly.

END OF TENTATIVE RULING