Superior Court of California

County of San Benito

#

 Edgar Nolasco

 Court Executive Officer

**Tentative Rulings for August 8, 2022**

**Courtroom #3: Judge Patrick K. Palacios**

**CU-21-00241 Sunbelt Rentals, Inc. v. San Benito Hemp Campus, LTD.**

The case arises from Plaintiff’s Complaint for Breach of Contract, Promissory Estoppel, Quasi-Contract, Open Book Account, Unjust Enrichment, and Unfair Business Practices as a result of Defendant’s failure to pay on the parties’ contract for credit and rental of equipment. On April 12, 2022, Plaintiff filed a Notice of Conditional Settlement. The Plaintiff now asserts that Defendant has defaulted on the parties’ written settlement agreement. On June 29, 2022, Plaintiff filed its Motion for Enforcement of Settlement Agreement and Award of Costs and Attorney’s fees, pursuant to CCP§664.6. There is no Opposition.

California Code of Civil Procedure §664.6 invests the court with the power to enforce settlement agreements with summary procedures as defined by the statute. Under the code, if parties to pending litigation stipulate out of court in a writing signed by both of them, or orally before the court, to settle the case or any part of it, the court may hear a motion to enter judgment under the terms of the settlement agreement. Section 664.6 lays out a summary procedure which the court can use to specifically enforce an agreement settling pending litigation without the need to file a second lawsuit. (*Kirby v. Southern Cal. Edison* (2000) 78 Cal. App. 4th 840, 843.) Moreover, the section provides summary procedure to enforce settlement by entering a judgment pursuant to the terms of the parties’ settlement. (*Hines v. Lukes* (2008) 167 Cal. App. 4th 1178.) The statute specifies that “[i]f 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.” (CCP§664.6 sub. (a).) The statute clarifies that for the purposes of the section that a writing is signed by a party if it is signed either by the party, or by an attorney who represents the party. (CCP§664.6 sub (b).)

The motion is soundly made based on the authority and terms of Code of Civil Procedure section 664.6. The parties executed a written settlement agreement on or about 3-7-22. (Hargis Dec¶4, ex A.) According to the terms of that settlement, Defendant agreed to make monthly payments to Plaintiff in the amounts and at the times specified in the agreement. Plaintiff states that after April 2022, Defendant has failed to make payments (Hargis Dec, ¶¶5-6.) Notice of default was sent 5-26-22. (*Id.* at ¶4.) Their default is ongoing and has not been cured and they are thus in material breach of the agreement.(Hargis Dec, ¶¶8-9.) These facts satisfy the terms of CCP§664.6. The Plaintiffs seek to have the court enter Judgment against the Defendants for a total Judgment amount of $42,334.49, which includes the principal balance as of 11-21-21 plus interest from that date to 6-21-22, less the amounts paid by the Defendant, plus costs of $503.50 for filing and service fees, plus attorneys’ fees and costs of $5193.89. The judgment will include post judgment interest accruing at the rate of 10% per annum according to the terms of the parties signed agreement. These requests are within the scope of the court’s authority under statute.

The Motion is GRANTED. Plaintiff is to prepare the judgment accordingly.

**PR-22-00077 Estate of Thomas D. Hooten**

No opposition. The Petition is GRANTED.

**END OF TENTATIVE RULINGS**