



Superior Court of California County of San Benito

Tentative Decisions for August 1, 2025

Courtroom #2: Judge Pro Tempore Page Galloway

CL-24-00083 Bank of America, N.A. v. Ryan James House 8-1-25

On calendar for Plaintiff's 6-20-25 motion to set aside and vacate dismissal and enter judgment pursuant to stipulation.

The motion is unopposed.

Plaintiff: Kristen Dean (Bank of America N. A.)

Defendant: Self-Represented (Ryan James House)

The underlying complaint in this matter was filed 2-8-24 and sought damages for common counts. Specifically, to recover monies lent by the Plaintiff to the Defendant for an account ending 4753. The case was resolved by stipulation entered between the parties on 4-25-24. The stipulation arranged for payment by the Defendant to the Plaintiff of set sums on a specific schedule, pursuant to the provisions of Code of Civil Procedure section 664.6, the court retained jurisdiction over the matter to enforce the terms of the Stipulation, including for entry of Judgment in the event of default by either party.

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

6-20-25 Plaintiff moves for orders to vacate and set aside the dismissal and for the court to enter Judgment in its favor pursuant to Code of Civil Procedure section 664.6. The terms of the stipulation were that the Plaintiff would not pursue entry of judgment so long as the Defendant made timely installment payments according to the terms of the stipulation. The Defendant has defaulted on the stipulation by failing to make timely payments as agreed. The parties expressly agreed as part of the stipulation that the court would retain jurisdiction to enforce the settlement until full performance of the terms of the parties' agreement. Pursuant to that agreement, the matter was dismissed 4-26-24 according to Code of Civil Procedure 664.6. Defendant's last payment in compliance with the agreement was on 11-16-24. (Forbes dec. ¶6, ex. 2.) Where the parties execute a written agreement settling the case, the court may, upon motion, enter judgment pursuant to the terms of the settlement. (CCP§664.6.) The Plaintiff moves to enforce the settlement agreement and enter judgment in Plaintiff's favor for \$15,607.69; the sum that remains owed after accounting for Defendant's payments made on the balance due pursuant to the parties' stipulation and including the court costs and filing fees. (Forbes Dec ¶7.)

Legal authority. Pursuant to Code of Civil Procedure section 664.6 sub part (a) states that parties to pending litigation may stipulate in writing signed by the parties when outside of the presence of the court to settle the case, or part of the case, may, on motion, enter judgment pursuant to the terms of settlement. Moreover, "[i]f the parties to the settlement agreement or their counsel stipulate in writing or orally before the court, the court may dismiss the case as to the settling parties without prejudice and retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement." (CCP§664.6 sub (a).)

Analysis: The parties to this action entered a written stipulation, signed by both parties, to settle their case in full. (Forbes dec ¶5, ex.1.) The stipulation expressly states that the court retains jurisdiction to enforce the settlement until the parties have performed the terms in full, as required by statute, including this court's ability to enter judgment in the event of default. Defendant has defaulted on the stipulation. The court therefore can and does exercise its jurisdiction to enforce the terms of the parties' stipulation.

Proposed ruling: The court grants the motion as prayed, and sets aside and vacates the dismissal entered 4-26-24, and enters judgment in favor of the Plaintiff in the amount of \$15,607.69

END OF TENTATIVE RULING