

Superior Court of California County of San Benito



Tentative Decisions for January 9, 2026

Courtroom #2: Judge Pro Tempore Page Galloway

CL-25-00143 JP Morgan Chase Bank, N.A. v. Sara B. Najera 1-9-26

Matter on calendar for Plaintiff's motion to enter Judgment pursuant to stipulation.

Plaintiff: Chinyere Abbey Abuka (JPMorgan Chase Bank)

Defendant: Self-Represented (Sara B Najera)

2-25-25 Complaint filed for 1) Breach of Contract; damages of \$5824.55. The case involves attempt to collect on unpaid consumer debt.

11-12-25 Plaintiffs file motion to Enter Judgment pursuant to stipulation as authorized by Code of Civil Procedure Section 664.6.

Argument: The parties entered into a written stipulated agreement ("Stipulation"; see Dec. of Plaintiff's Counsel ¶2, ex 1.) The Stipulation provides for enforcement pursuant to CCP§664.6. (Id.) The terms of the Stipulation state the Defendant was to pay to Plaintiff the total sum of \$5824.55 in 37 monthly payments of \$155.00, with the first payment due March 28, 2025, and continuing on the same day of the month thereafter, with one payment of \$89.55 due April 28, 2028. (Dec. of Plaintiff's Counsel ¶3.) Defendant stopped making payments as required by the Stipulation after May 9, 2025. (Dec. of Plaintiff's Counsel ¶7.) The terms of the Stipulation state that in event of default, judgment is to be entered in favor of Plaintiff against the Defendant for the principal sum of \$5824.55 less credit for all payments received. (Dec. of Plaintiff's Counsel ¶4.) The Defendant made payments totaling \$100.00 after entering the stipulation. (Dec. of Plaintiff's Counsel ¶6.)

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***Please contact Judicial Courtroom Assistant, Adriana Ramirez, at
(831) 636-4057 x124 or aramirez@sanbenitocourt.org with
any objections or concerns**

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 March 26, 2025, and by the Plaintiff on April 22, 2025. 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 4 of the Stipulation states unequivocally that "if Defendant fails to make full and timely payment of any of the Scheduled Payments or if any Scheduled Payment is returned by Defendant's bank for any reason, Plaintiff shall be entitled to have Judgment entered for the Judgment Amount, less a credit for Scheduled Payments made pursuant to the Stipulation. Time is of the essence with respect to all payments." In short, the failure to pay on time is a breach of the terms of the Stipulation entitling the Plaintiffs to entry of Judgment pursuant to the terms stated. 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 \$5824.55, less credits of \$100.00, for total judgment of \$5724.55.

CL-25-00829

Velocity Investments, LLC. v. Richard Uribe

1-9-26

Matter on calendar for Defendant's Motion to Quash Service of Summons.

Plaintiff: Sarkis Sergo Karayan (Velocity Investments LLC)

Defendant: Self-Represented (Richard Uribe)

10-10-25: Complaint for breach of contract, demand for damages of \$7367.74. The matter involves efforts to collect unpaid consumer debt.

11-7-25 Proof of Service of Summons by Substituted Service is filed. Service effected 10-31-25 at 5:18 p.m. by delivery of the Summons and Complaint on a Debbie Laranjo "who identified themselves as the subject's sibling, co-resident with identity confirmed by subject stating their name." The proof of service is signed under the penalty of perjury by the process server. The documentation attached to the proof of service of summons shows five prior attempts to serve the Defendant before substituted service was made. The summons and complaint were thereafter mailed to the Defendant on November 3, 2025.

11-24-25 : Defendant filed his Motion to Quash Summons and Complaint alleging that the substituted service is defective because a neighbor cannot accept substituted service. He asserts he was informed that on or about 10-31-25 he was informed that papers were delivered to his neighbor at 61 Joes Lane, Hollister, CA 95023. This individual is not a co-resident.

The Motion has not been served.

Legal Authority: Pursuant to Code of Civil Procedure section 1005 subdivision (a)(4) "Written notice shall be given, as prescribed in subdivisions (b) and (c), for the following motions:(4) Motion to Quash Summons pursuant to subdivision (b) of Section 418.10."

Analysis: This is a Motion to Quash Summons pursuant to subdivision (b) of Section 418.10 of the Code of Civil Procedure. The motion has not been served on the Plaintiff as is required by law. As such, the Plaintiff has no notice of this request, as due process demands.

Proposed Ruling: The Motion to Quash is Denied.

END OF TENTATIVE RULING