



Superior Court of California County of San Benito

Tentative Decisions for October 2, 2026

Courtroom #2: Judge Pro Tempore Page Galloway

CL-25-00311 Bank of America , N.A. v. Josefina Martin 10-2-2026

On calendar for Plaintiff's 7-9-2026 Motion for Judgment on the Pleadings

The motion is unopposed as of this writing.

Plaintiff: Brian Langedyk (Bank of America N.A)

Defendant: Self Represented (Josefina Martin)

This is a case for the collection of consumer debt.

4-15-25 Complaint for \$ 21,7543.55 plus costs of suit based on 1) Breach of Contract. This case involves efforts to collect on consumer debt.

5-22-25 Defendant Answers admitting all statements in the complaint are true except: (no further information provided). Defendant acknowledges the debt and asserts the reason she is behind is that she is unable to pay because she has been out of work for over ten months related to a work accident.

Note the system labels this as Motion Discovery, however no discovery is referenced in the motion.

Page 1 of 4

***Please contact Judicial Courtroom Assistant, Mary Salmeron, at
(831) 636-4057 x128 or msalmeron@sanbenitocourt.org with
any objections or concerns**

7-9-2026 Plaintiff Moves for an order granting Plaintiff's Judgment on the Pleadings and to enter judgment of \$21,754.55 in principal balance due, plus costs of 503.61.00 for a total judgment of \$22,258.16. Defendant filed an answer which admitted the underlying breach and offered no valid affirmative defenses, even if true. Plaintiff's counsel declared that on or about 7-1-2026 he called and left a voice message with the Defendant to inform her that this motion would be filed and inviting her to call to discuss payment or settlement options. There was no response to this voice message. No settlement has been reached. The grounds for the motion are that the answer does not state sufficient facts to constitute a defense, thus judgment on the pleadings is appropriate. (CCP§438 sub (c)(1)(A).) As with demurrer, judgment on the pleadings is confined to the face of the pleading under attack, and properly pleaded operative facts are accepted as true. (*Lehto v. City of Oxnard* (1985) 171 Cal. App. 3rd 285, 287.) The Complaint sets out all necessary allegations for breach of contract in this matter. Any material allegations in the complaint that are not effectively denied are deemed admitted. (CCP§431.20 sub (a).) Thus, Defendant's Answer is deemed to admit all statements in the Complaint as true. Plaintiff is therefore entitled to judgment as prayed in complaint, to wit, the principal sum due and the costs of suit as requested. Plaintiff will submit a memorandum of costs and fees upon granting of the motion.

Declaration re costs and attorney's fees were filed concurrently. The memorandum of costs provides details of the filing and motion fees, and the cost for service.

Legal Authority and Analysis: Code of Civil Procedure section 438 governs motions for Judgment on the pleadings. Such motion may be made only on the grounds provided in the statute at sub part (c)(1): “(A) If the moving party is a plaintiff, that the complaint states facts sufficient to constitute a cause or causes of action against the defendant and the answer does not state facts sufficient to constitute a defense to the complaint.” The grounds for the motion must appear on the face of the challenged pleading or from any matter of which the court is required to take judicial notice. (CCP§438 sub (d).) When the motion is based on matters of which the court may take judicial notice . . . the matter shall be specified in the notice of motion, or in the supporting points and authorities., except as the court may otherwise permit. (Id.) The code does permit the court to grant the motion with leave to file either an amended complaint or answer, as the case may be, and if so, the court is to grant 30 days to the party against whom the motion was granted to file an amended answer or complaint. A motion for judgment on the pleadings is thus the equivalent of a demurrer and is governed by the same standards of review. (*Pang v. Beverly Hsp., Inc.* (2000) 79 Cal. App. 4th 986, 989.) Here, the basis for the motion is that the Answer fails to state facts, even if true, sufficient to constitute a defense to the Complaint. The Answer admits the underlying breach and offers no actual defense to the claims, but rather a factual assertion that she has faced certain intervening financial difficulties. At law, this is not a defense, nor is it something which excuses performance at law.

The court may consider, in addition to the facts pleaded, matters that can be judicially noticed, which include a party's admissions or concessions. In the case at bar, the Defendant's answer admits all relevant facts pled in the underlying Complaint. A review of the complaint herein shows that the complaint states facts sufficient to state a cause of action against the defendant.

Proposed rulings: The court grants the motion for judgment on the pleadings as prayed. The costs sought are reasonable and appropriate.

CL-25-00336 **Bank of America, N.A. v. Josefina Martin** **10-2-2026**

On calendar for Plaintiff's 7-9-2026 Motion for Judgment on the Pleadings

The motion is unopposed as of this writing.

Plaintiff: Gregory Lee Parks (Bank of America N.A.)

Defendant: Self Represented (Josefina Martin)

This is a case for the collection of consumer debt.

4-21-25 Complaint for \$ 10,864.02 plus costs of suit based on 1) Breach of Contract. This case involves efforts to collect on consumer debt.

6-16-25 Defendant Answers admitting all statements in the complaint are true except: (no further information provided). Defendant acknowledges the debt and asserts the reason she is behind is that she is unable to pay because she has been out of work for over a year related to a work accident.

Note the system labels this as Motion Discovery, however no discovery is referenced in the motion.

7-9-2026 Plaintiff Moves for an order granting Plaintiff's Judgment on the Pleadings and to enter judgment of \$10,864.02 in principal balance due, plus costs of 503.61.00 for a total judgment of \$11,367.63. Defendant filed an answer which admitted the underlying breach and offered no valid affirmative defenses, even if true. Plaintiff's counsel declared that on or about 7-1-2026 he called and left a voice message with the Defendant to inform her that this motion would be filed and inviting her to call to discuss payment or settlement options. There was no response to this voice message. No settlement has been reached. The grounds for the motion are that the answer does not state sufficient facts to constitute a defense, thus judgment on the pleadings is appropriate. (CCP§438 sub (c)(1)(A).) As with demurrer, judgment on the pleadings is confined to the face of the pleading under attack, and properly pleaded operative facts are accepted as true. (*Lehto v. City of Oxnard* (1985) 171 Cal. App. 3rd 285, 287.) The Complaint sets out all necessary allegations for breach of contract in this matter. Any material allegations in the complaint that are not effectively denied are deemed admitted. (CCP§431.20 sub (a).) Thus, Defendant's Answer is deemed to admit all statements in the Complaint as true. Plaintiff is therefore entitled to judgment as prayed in complaint, to wit, the principal sum due and the costs of suit as requested. Plaintiff will submit a memorandum of costs and fees upon granting of the motion.

Page 3 of 4

***Please contact Judicial Courtroom Assistant, Mary Salmeron, at
(831) 636-4057 x128 or msalmeron@sanbenitocourt.org with
any objections or concerns**

Declaration re costs and attorney's fees were filed concurrently. The memorandum of costs provides details of the filing and motion fees, and the cost for service.

Legal Authority and Analysis: Code of Civil Procedure section 438 governs motions for Judgment on the pleadings. Such motion may be made only on the grounds provided in the statute at sub part (c)(1): “(A) If the moving party is a plaintiff, that the complaint states facts sufficient to constitute a cause or causes of action against the defendant and the answer does not state facts sufficient to constitute a defense to the complaint.” The grounds for the motion must appear on the face of the challenged pleading or from any matter of which the court is required to take judicial notice. (CCP§438 sub (d).) When the motion is based on matters of which the court may take judicial notice . . . the matter shall be specified in the notice of motion, or in the supporting points and authorities., except as the court may otherwise permit. (Id.) The code does permit the court to grant the motion with leave to file either an amended complaint or answer, as the case may be, and if so, the court is to grant 30 days to the party against whom the motion was granted to file an amended answer or complaint. A motion for judgment on the pleadings is thus the equivalent of a demurrer and is governed by the same standards of review. (*Pang v. Beverly Hsp., Inc.* (2000) 79 Cal. App. 4th 986, 989.) Here, the basis for the motion is that the Answer fails to state facts, even if true, sufficient to constitute a defense to the Complaint. The Answer admits the underlying breach and offers no actual defense to the claims, but rather a factual assertion that she has faced certain intervening financial difficulties. At law, this is not a defense, nor is it something which excuses performance at law.

The court may consider, in addition to the facts pleaded, matters that can be judicially noticed, which include a party's admissions or concessions. In the case at bar, the Defendant's answer admits all relevant facts pled in the underlying Complaint. A review of the complaint herein shows that the complaint states facts sufficient to state a cause of action against the defendant

Proposed rulings: The court grants the motion for judgment on the pleadings as prayed. The costs sought are reasonable and appropriate.

END OF TENTATIVE RULING