



Superior Court of California County of San Benito

Tentative Decisions for September 4, 2026

Courtroom #2: Judge Pro Tempore Page Galloway

CL-25-00640

U.S. Bank, N.A. v. Maria Orozco

9-4-2026

On calendar for Plaintiff's 6-2-2026 motion for summary judgment, or in the alternative summary adjudication.

At the time of this writing the motion is unopposed.

Plaintiff: Stella Park (U.S. Bank National Association)

Defendant: Self Represented (Maria Orozco)

This case arises from a Complaint to collect on a consumer debt.

8-13-25 Complaint filed asserting one cause of action 1) Breach of Contract. Plaintiff seeks \$10,844.14 in principal balance owed pursuant to the terms of the agreement for account ending 5461 in damages plus costs of suit. The underlying issue is the claim that Defendant was issued a credit card, pursuant to written agreement attached as Ex A. The Defendant accepted the card and used the card to purchase goods, services, and /or to make cash

Page 1 of 3

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

advances. In exchange for use of the card the Defendant agreed to repay the principal along with interest and other charges. Defendant ceased making any further payments on the card, breaching the contract and as a result the Plaintiff suffered damages as stated herein. This suit follows.

9-25-2025: Defendant Answers, admitting the statements in the complaint, but states that while she agrees to the amounts owed, she lacks the means to pay and is presently on public assistance.

6-2-2026 Plaintiff details the facts alleged underlying the complaint. They note that there are no facts in dispute on this issue. Though the Defendant has filed an answer, that answer fails to state sufficient facts to frame a defense to any of the material allegations of the complaint. Defendant applied to the Plaintiff for a credit card account and entered into a written agreement with Plaintiff for account ending 5461 ("Account"). (UMF 1). Defendant agreed to be bound by the terms and agreements set out in the cardmember agreement when they applied for, received, or used the Account. Additionally, card member agreement provides that the use of the card constitutes acceptance of the agreement (UMF 2) Plaintiff has complied with all the terms and obligations under the cardmember agreement by paying all vendors for all charges made on the Defendant's Account. (UMF 3.) Defendant received billing statements and has not produced evidence indicating a dispute as to any portion of any billing statement. (UMF 4, 5.) Defendant defaulted by failing to make payments when due. (UMF 6.) Last payment applied was on or about 10-11-2024 (UMF 7.) Though an answer was filed, the Defendant has failed to state facts sufficient to constitute a defense to any of the material allegations of the complaint. Summary Judgment is appropriate as there are no issues of material fact in dispute.

There is no opposition nor any evidentiary objections to the Plaintiff's UMFs in File

Legal Authorities and Analysis: "The purpose of the law of summary judgment is to provide the courts with a mechanism to cut through the parties' pleadings in order to determine whether, despite their allegations, trial is in fact necessary..." Aguilar v. Atlantic Richfield (2001) 25 Cal.4th 826, 855. A plaintiff may move for summary judgment on the basis that there is no defense to the action or proceeding. Code of Civ. Proc. § 437c(a). And a plaintiff has met this burden by proving each element of its cause of action. § 437c(p)(1). There is no burden on a plaintiff to refute an affirmative defense raised by defendant's pleadings. § 437c(n)(1); Montrose Chemical Corp. v. Superior Court (1993) 6 Cal.4th 287, 301; Aguilar, supra, 25 Cal.4th at 856. "The rules governing review of an order granting summary judgment are well established. A motion for summary judgment "shall be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." (Code Civ. Proc., § 437c, subd. (c).) A defendant carries the initial burden of showing that a cause of action has no merit by demonstrating that one or more elements of the cause of action cannot be established or a complete defense to it exists. (§ 437c, subd. (p)(2).) Once the defendant has met that burden, the burden shifts to the plaintiff to show a triable issue exists. (Ibid.) The evidence in favor of the party opposing the motion must be liberally construed, and all doubts concerning the evidence must be resolved

in favor of that party. (Fisherman's *Wharf Bay Cruise Corp. v. Superior Court* (2003) 114 Cal.App.4th 309, 320–321, 7 Cal.Rptr.3d 628.) Motion for summary adjudication follows the same basic legal precepts and requirements, however, unlike a summary judgment, it need not resolve the case entirely, but may eliminate certain causes of action if, as with a Summary Judgment, the moving party shows that there is no issue of material fact warranting trial.

To show a breach of contract the Plaintiff must establish 1) the execution of a valid contract; 2) Plaintiff's performance or excuse for non-performance of the contract; 3) Defendant's breach of contract; 4) damage suffered by the Plaintiff as a result of the breach. (*Reichert v. Gen. Ins. Co.* (1968) 69 Cal. Rptr., 321, 325.) There is no difference as to the basic elements of a contract cause of action between a written contract and a contract implied in fact. Though a contract implied in fact is inferred from conduct, the situation or mutual relation of the parties, the core issue therein is the intent to promise. (*Divis. Of Labor Law Enforcement v. Transpacific Transportation Co.* (1977) 69 Cal. App. 3rd 268, 275, *Friedman v. Friedman* (1993) 20 Cal. App. 4th 876, 888.) There is no factual dispute that can be ascertained from the UMF provided by the Plaintiff. The terms of the written agreement are clear on the face of the customer agreement associated with the card. Credit was extended to the Defendant, which was used to purchase goods, services, or make cash advances in exchange for the repayment of the principal sums, interest, and fees associated with the account. There are no asserted facts to show that there was any dispute as to the charges made that were pending at the time of this suit, and no facts presented which contradict the record provided showing the balance owed. (Plaintiff's evidence in support of Motion, ex A & B, Declaration D. Eply, ¶¶5-10.)

Proposed ruling: There being no dispute as to any of the material facts asserted by the Plaintiffs, there is no issue of material facts requiring trial. The court therefore grants the motion for summary judgment in favor of the Plaintiffs in the sum of \$10,844.14, plus costs of suit of \$942.61 for filing fees, motion fees, and service of process. The total sum due from Defendant to Plaintiff is \$11,786.75. Judgement shall issue.

END OF TENTATIVE RULING