



Superior Court of California County of San Benito

Tentative Decisions for August 21, 2026

Courtroom #2: Judge Pro Tempore Page Galloway

CL-25-00833

Wells Fargo Bank, N.A. v. Maria Duran

8-21-2026

On calendar for Plaintiff's 7-24-2026 Motion for Judgment on the Pleadings and of Nonappearance

The motion is unopposed as of this writing.

Plaintiff: Douglas Agne (Wells Fargo Bank, N.A.)

Defendant: Self Represented (Maria Duran)

This is a case for the collection of consumer debt.

10-10-2025 Complaint for \$16,462.37, plus costs of suit and attorney's fees based on 1) Breach of Contract. This case involves efforts to collect on consumer debt.

11-12-2025 Defendant Answers admitting all statements in the complaint are true except : that she asserts she is not presently working and is currently unable to pay, but is open to make arrangements to pay the obligation.

4-27-2026 : The court Grants the Plaintiff's motion to deem admitted matters in the Plaintiff's Request for admissions and to deem admitted the genuineness of documents referenced in the Plaintiff's Request for Admissions.

7-24-2026 Plaintiff Moves for an order granting Plaintiff's Judgment on the Pleadings and to enter judgment of \$16,462.37 in principal balance due, plus costs of 570.00, plus reasonable attorney's fees of \$800.00, for a total judgment of \$17,832.37. Defendant filed an answer which admitted the underlying breach and offered no valid affirmative defenses, even if true. (RJN, EX A.) Defendant failed to respond to Plaintiff's request for Admissions which were served on her on or about 12-5-2025. On 1-29-2026 Plaintiff moved to have the matters in the requests for admissions deemed admitted. The court granted that motion on 4-24-2026, a true and correct copy of the motion to deem admitted and the order granting the motion are attached to the Request for Judicial notice as exhibits B and C. On May 21, 2026 Plaintiff served the Defendant with a meet and confer letter pursuant to Code of Civil Procedure section 439 in a final attempt to settle the matter. (*Agne Declaration Ex A.*) No settlement has been reached. There has been no communication from Defendant. The court has the inherent power to provide for the orderly conduct of process to have them conform to law and justice. (CCP§128 sub (a)(3), (8).) Judgment on the pleadings is a well-established practice for the court, and the court has power to give judgment on the pleadings when there are grounds to do so. (*1 Cal. Civ. Proc. Before Trial* §34.2 (Cal CEB 1990); 6 Witkin, Cal Proc., Proceedings Without Trial, §262 (3rd ed, 1985).) Here, the grounds are that the answer does not state facts sufficient to constitute a defense, thus judgment on the pleadings is appropriate. (CCP§438 sub (c)(1)(A).) 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. (Defendant's answer on File with the Court, RJN Ex A.) Plaintiff is therefore entitled to judgment as prayed in complaint, to wit, the principal sum due, costs, and attorney's fees. Plaintiff will submit a memorandum of costs and fees upon granting of the motion.

Declaration re costs and attorney's fees were filed concurrently on 7-24-2026. The memorandum of costs provides details of the filing and motion fees, the cost for service, and the claimed attorney's fees. The attorney's fees declaration requests attorney's fees pursuant to Civ. Code §1717, and Ex 1, attached to the complaint. They argue that based on the time expended the fees would exceed the Default Schedule of reasonable Attorney Fees. However, they request fees only of \$800.00

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. Moreover, the matters deemed admitted support the relevant facts pled in the underlying complaint.

Proposed rulings: The court grants the request for judicial notice. The court has reviewed the attorney's fees sought and concurs that the amount requested is below the amount authorized by the default schedule, is reasonable, and will be granted. The costs sought are reasonable and appropriate. The Court grants the motion and will enter judgment of \$16,462.37 in principal balance due, plus costs of 570.00, plus reasonable attorney's fees of \$800.00, for a total judgment of \$17,832.37, as prayed.

The court notes that the Plaintiff has filed an identical motion set for calendar 10-30-2026 which seeks the exact same relief on the same basis as the motion heard today. The court therefore takes the motion set for 10-30-2026 off calendar: it is now moot.

CL-25-00108

8-21-2026

Capital One, N.A. successor by merger to Discover Bank v. Leah Gamayon

On calendar for Plaintiff's 5-11-2026 motion for summary judgment.

At the time of this writing the motion is unopposed.

Plaintiff: Stella Park (Capital One, N.A.)

Defendant: Robert Shephard (Leah Gamayon)

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

2-11-2025: Complaint filed asserting one cause of action 1) Breach of Contract. Plaintiff seeks \$4102.15 pursuant to the terms of the agreement for account ending 9804 in damages plus costs of suit. The underlying issue is the claim that Defendant was issued a credit card on or about 8-30-23, pursuant to written agreement. The Defendant accepted the card and used the card to purchase goods, services, and /or to make cash advances. In exchange for use of the card the Defendant agreed to repay the principal along with interest and other charges. On or about 9-30-2024 the 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.

3-13-2025: Defendant Answers with a general denial and asserting ten affirmative defenses. The answer is unverified.

7-2-2025 Order on Plaintiff Name Change due to Plaintiff's merger. Subsequent pleadings shall identify Plaintiff as Capital One, N.A., successor by merger to Discover Bank.

5-11-2026 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 9804 ("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) By use of the card, Defendant thus agreed to pay Plaintiff for all charges made on the Account ending 9804. (UMF2.) 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 2-23-2026. (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 of A. Ikenberry, ¶¶7-12.)

Proposed ruling: There being no dispute as to any of the material facts asserted by the Plaintiffs, there is no issue of material fact requiring trial. The court therefore grants the motion for summary judgment in favor of the Plaintiffs in the sum of \$4,102.15, less credits for payments made voluntarily after the filing of the suit of \$1,638.03, plus costs of suit of \$297.61 for filing fees and service of process. The total sum due from Defendant to Plaintiff is \$2761.73. Judgement shall issue.

END OF TENTATIVE RULING