

Superior Court of California County of San Benito



Tentative Decisions for May 15, 2026

Courtroom #2: Judge Pro Tempore Page Galloway

CL-24-00724 Wells Fargo Bank, N.A. v. Rhiannon M. Roskamp 5-15-26

On calendar for Plaintiff's 4-8-2026 motion and notice of motion to Vacate Dismissal under 664.6 and enter Judgment pursuant to Stipulation.

Plaintiff: Edgar Lopez (Wells Fargo N.A.)

Defendant: Self Represented (Rhiannon M. Roskamp)

10-23-2024 Plaintiff seeks \$5,307.61 for breach of contract. The underlying issue is the failure to pay consumer debt.

4-8-2025 The parties' stipulation for entry of Judgment and settlement and release with dismissal of action with the court retaining jurisdiction pursuant to 664.6 is filed. The order was signed 4-21-2025. The stipulation required the Defendant to make installment payments on the obligation. The parties explicitly agreed that the court could retain jurisdiction pursuant to 664.6 to enforce all terms of the parties' settlement.

4-8-2026 Plaintiff's Motion to vacate dismissal pursuant to Code of Civil Procedure section 664.6 and to enter Judgment pursuant to stipulation. Pursuant to the terms of the stipulation

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Defendant was to make an initial payment of \$1000.00 on or before 4-15-25 and thereafter make monthly payments of \$188.00 on or before the 15th of each month thereafter through and including 2-15-27, with a final payment of \$171.61 to be paid on or before 3-15-27, which would pay off the obligation. The total settlement amount was \$5,307.61. As of the date of the motion the Defendant has only made payments totaling \$1,188.00, leaving an outstanding balance of \$4,119.61. On or about 3-25-26 Plaintiff sent a letter to Defendant advising of the default pursuant to the terms of the stipulation and offered an additional seven days to cure the default by paying the past due amounts. (Lopez Dec. Ex 2.) No payments were made. Pursuant to CCP§664.6 the court has the authority to enforce the parties' settlement. The statute states that if the parties to pending litigation stipulate in a signed writing for settlement of the case or part thereof, the court upon motion may enter judgment pursuant to the terms of the settlement. A copy of the stipulation is appended as EX 1 to the Lopez declaration and incorporated herein. Plaintiff requests the court enter judgment for the balance owed plus \$300.00 in costs for a total of \$4,419.61. The Plaintiff waives prejudgment interest.

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 15, 2025, and by the Plaintiff on March 3, 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 9 of the stipulation that if the defendant should default or fail to make payment as agreed and if the default is not cured as the stipulation provides "Plaintiff shall be entitled to enter this Judgment in this matter." The paragraph provides that the Plaintiff is to give the Defendant seven days' notice of their intent to file the stipulation and to enter Judgment to provide the Defendant with the opportunity to cure. By failing to pay or cure once notice is given, the Defendant has defaulted on the Stipulation. Section 664.6 sub section (a) expressly permits the court to retain jurisdiction over the parties and to enforce the settlement until performance is 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 \$5307.61 less \$1188.00, plus \$300.00 for costs of suit, for a total judgment of \$4,419.61. Judgment shall be entered accordingly.

On calendar for Plaintiff's 4-9-2025 Motion for Judgement on the Pleadings.

The motion is unopposed as of this writing.

Plaintiff: Edgar Lopez, Jon O. Blanda (Wells Fargo Bank, N.A.)

Defendant: Self Represented (Ranessa Cota)

This is a case for the collection of consumer debt.

12-18-24: Plaintiff's Complaint for \$5,768.21 in damages and attorney's fees according to proof plus costs of suit, less any payments that have not yet been credited. Plaintiff asserts the following cause of action: 1) Breach of Contract (written); 2) Breach of Contract (implied in fact); 3) Money lent/paid; 4) open book account; and 5) account stated.

3-4-25 Defendant's Answer: Defendant admits all the statements of the Complaint and Cross Complaint are true but asserts the following affirmative defenses: Recoupment; Lack of Privity; No Damage to Plaintiff. She states that "the Plaintiff accepts Defendant's settlement Proposal of \$4,250.00 as full and final satisfaction of the alleged debt." ¹

3-20-26: 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.

Argument: 4-9-2026 Plaintiff Moves for an order granting Plaintiff's Judgment on the Pleadings and to enter judgment of \$5,768.21 in principal balance due, plus costs of \$285.00. Defendant filed an answer, and Plaintiff propounded basic discovery, including Request for Admissions. However, the Defendant failed to respond. On the Plaintiff's motion the court deemed the truth of the matters in Plaintiff's Request for Admissions to be admitted as of 3-20-2026. Thus, by court order, Defendant as admitted that they were issued the subject credit card, they used the card to make charges, that they were to repay the Plaintiff the principal amount charged plus interest and other charges, that they received monthly statements for the

¹ It is unclear if the Defendant made a settlement offer which had been accepted pursuant to this statement, or if this statement in the Answer was actually Defendant's offer to settle the claim.

account for said credit card, that they never disputed the accuracy of the statements, and that they have not repaid the balance due and have no defenses to the Complaint. As such, the court should grant the motion and enter judgment in favor of the Plaintiff. A motion for judgment on the pleadings may be made on the grounds that the complaint states sufficient facts to constitute cause(s) of action against the defendant and the defendant's answer fails to state sufficient facts to constitute a defense to the complaint. (CCP §438(c)(1)(A).) The court must accept as true the factual allegations of the complaint and give them a liberal interpretation. (*Gerawan Farming, Inc. v. Lyons* (2000) 24 Cal. 4th 468, 515-516.) Sufficient facts are stated for the Plaintiff's causes of action for breach of written contract; the complaint clearly alleges the elements of the claim. Similarly, sufficient facts were stated for the second cause of action, the complaint clearly alleges a contract was entered into between the parties. (Compl ¶BC-1, 2) and states the relevant facts sufficient to frame the cause of action. The claim for common counts for money lent or paid is clearly alleged for money lent in the sum of \$5,768.21, at Defendant's behest. (Comp. ¶CC-1b (4), (5).) The facts for the open book cause of action are sufficiently alleged in the complaint regarding the relevant financial transactions as defendant became indebted to plaintiff kept on a book account for money due. (Compl CC1(a)(1).) There are also sufficient facts stated for the Account State cause of action. Here the complaint states the account was stated in writing between the parties where it was ascertained and agreed that the Defendant is indebted to the Plaintiff in the sum alleged on this account. (Complaint at ¶CC-1(a)(2); CC-2.) The court may take judicial notice of the records of any court in the state (Evid §452(d)) and may also take notice of facts deemed admitted in consideration for judgment on the pleadings. The court may therefore take judicial notice of the matters deemed admitted 3-20-26, and thus no extrinsic evidence needs to be reviewed in this matter. In light of the facts framed on the face of the complaint and the matters deemed admitted as noted, Plaintiff is entitled to judgment on the pleadings.

Plaintiff requests the court take judicial notice of the Complaint attached as Ex 1, the motion to deem admitted as Ex 2, and the order deeming the matters in the Request for Admissions as admitted, Ex 3.

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.

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(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.)

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 request for judicial notice. The court grants the motion for judgment on the pleadings as prayed.

END OF TENTATIVE RULING