

Tentative Ruling:

For all the reasons discussed below, the motion is granted. The court will sign the proposed judgment as submitted by plaintiff.

The parties are instructed to appear at the hearing for oral argument. Appearance by Zoom Videoconference is optional and does not require the filing of Judicial Council form RA-010, Notice of Remote Appearance. (See [Remote Appearance \(Zoom\) Information | Superior Court of California | County of Santa Barbara](#).)

Background:

On April 28, 2025, plaintiff Two Jinn, Inc. dba Aladdin Bail Bonds (plaintiff) filed a complaint for breach of contract against defendant Katia Marquez (defendant).¹ Plaintiff provided bail for Jose Luis Flores Chavarria in the amount of \$115,000. Defendant (along with the dismissed co-defendants) agreed to pay the \$7,560 balance of the premium by 42.8 monthly payments of \$200, among other things. The complaint alleges that the contract was breached on April 22, 2024, leaving a balance of \$5,860.00.

Defendant answered on May 28, 2025. In the answer, defendant generally denies the allegations but nevertheless indicates she would like to negotiate a payment plan for the “part of the alleged debt that can be attributed to me.”

Plaintiff filed a motion for judgment on the pleadings. Defendant was timely served with the motion and has not filed opposition, which would be untimely as of this writing.

Analysis:

A motion for judgment on the pleadings can be made by plaintiff on the ground that the complaint states acts sufficient to constitute a cause of action and the “answer does not state facts sufficient to constitute a defense to the complaint.” (Code Civ. Proc., § 438, subd. (c)(1).) The motion must be based on the face of the challenged pleading or be based on facts the court may judicially notice. (Code Civ. Proc., § 438, subd. (d); *Tung v. Chicago Title Co.* (2021) 63 CA5th 734, 758-759.) Here, plaintiff asserts that (1) the operative complaint adequately pleads a common count cause of action; and (2) based on matters judicially noticed (i.e., defendant’s deemed admissions), “defendant does not state facts sufficient to constitute a defense.”

In association with this motion, plaintiff asks the court to take judicial notice of this court’s January 7, 2026, order deeming the following matters admitted as true against defendant: 1) defendant executed the Indemnity Agreement for Surety Bail Bond; 2) defendant was obligated by that Agreement to pay plaintiff all costs and expenses incurred by plaintiff in connection with the bail bond issued for the benefit of Jose Flores Chavarria; 3) pursuant to that agreement, there is now a principal balance of \$5,860 that is past due, owing, and unpaid; 4) no payments have been made on the amount past due; 5) that interest at a rate of 10% per annum is accruing from April 22, 2024, on the amount owed to plaintiff; and 6) that there is no valid defense to the complaint.

¹ The following defendants have been dismissed: Jose Flores Chavarria; Ana Flores Chavarria; Fermin Alfredo Chavarria Aka Fermin Alfredo Chavarria Flores; and Silvia Chavarria Flores

The court agrees with plaintiff that it can (and it does) take judicial notice of the admissions as evidenced in the court's discovery order and can rely on that evidence in determining the merits of the motion for judgment on the pleadings, as their import cannot reasonably be disputed. (*Del E. Webb Corp. v. Structural Materials Co.* (1981) 123 Cal.App.3d 593, 604-605 [the court can take judicial notice of records such as admissions, when considering a demurrer or motion for judgment on the pleadings where the evidence contains statements of defendant which are inconsistent with the allegation in the answer]; see also *Tucker v. Pacific Bell Mobile Services* (2012) 208 Cal.App.4th 201, 218, fn. 11 [a court may take judicial notice of a party's admissions in cases where the admission cannot reasonably be controverted, such as requests for admission].) And armed with this judicially noticed evidence, the court agrees that plaintiff has stated a cause of action for breach of contract in the operative pleading, as all material allegations have been admitted.

But the court must consider the impact of defendant's answer, for it is settled that a plaintiff's motion for judgment on the pleadings is also the functional equivalent of a demurrer to the answer. (*Engine Manufacturers Association v. California Air Resources Board* (2014) 231 Cal.App.4th 1022, 1034.) A motion for judgment on the pleadings as filed by creditor plaintiff "must be denied if the defendant's pleadings raise a material issue or set up affirmative matter constituting a defense." (*MacIsaac v. Pozzo* (1945) 26 Cal.2d 809, 812–813.) Here, the admissions foreclose any possibility of that, even if the answer could be fairly read to include a defense. It's clear that defendant has admitted there is no valid defense to the complaint.

Procedurally, plaintiff's motion is timely. (Code Civ. Proc., § 438(e).) Notice was given, and plaintiff has satisfied its meet and confer obligations. (Code Civ. Proc., § 439, subd. (a); see Melendrez Del. Re Meet and Confer Attempts filed on January 28, 2026.) Plaintiff reports that defendant has, as of January 28, 2026, made one payment in the amount of \$50, and has credited that amount. The proposed judgment is for \$5,860. Prejudgment interest at the rate of 10% is calculated to be \$1,025.55.

Plaintiff has included in the proposed judgment both costs and attorney fees. In support, it has filed a memorandum of costs, asking for costs of \$335 for filing and service fees, and attorney fees in the amount of \$1,179.00. There is currently a split of authority about whether plaintiff must file a *post-judgment motion* for costs per California Rules of Court, rules 3.1700 and 3.1702. Earlier courts have concluded that including a request for such an order in the motion for judgment satisfies the requirement of a noticed motion, nullifying the need for a separate, post-judgment motion. (*Miller v. Provost* (1994) 26 Cal.App.4th 1703, 1709-1710; see *Wagner v. Shapona* (1954) 123 Cal.App.2d 451, 463-464, overruled on another ground in *Neff v. Ernest* (1957) 48 Cal.2d 628, 634; but see, e.g., *Allstate Ins. Co. v. Loo* (1996) 46 Cal.App.4th 1794, 1797-1798 [it is the intent of the Legislature that attorney's fees (and by logic costs) are to be awarded only upon noticed motion required except where parties stipulate otherwise or judgment is entered by default].) Because the costs and fees were requested as part of this motion, supported by the Memorandum of Costs, and served on the defendant, allowing her an opportunity to oppose the request, the court finds that it is reasonable to follow *Miller v. Provost* and award plaintiff costs of \$335, and attorney fees in the amount of \$1,179.00. (See Local Rule 707.)

The court will sign the proposed judgment as submitted by plaintiff.