

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 March 25, 2025, plaintiff Wells Fargo Bank NA (plaintiff) filed a complaint for breach of contract against defendant Jose Barrera (defendant) alleging damages of \$11,710.69. The complaint alleges defendant opened a credit card account and ultimately defaulted. Exhibit A attached to the complaint is a document entitled “Consumer Credit Card Customer Agreement and Disclosure Statement,” which reflects the agreement between the parties. Defendant filed an answer on May 9, 2025, in which he generally denied all allegations, but did not raise any affirmative defenses. Defendant also asserted: “I am currently experiencing financial difficulties, I would like to work on a payment plan to reduce the interest rate that way I can afford to live and to pay down the debt. The interest rates and penalizes have wiped away my ability to pay the debt off.”

Plaintiff filed a motion for judgment on the pleadings. Defendant was timely served with the motion by mail 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 facts 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 breach of contract 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.”

Plaintiff asks the court to take judicial notice of this court’s May 4, 2026, order deeming the following matters admitted as true against defendant: 1) plaintiff issued him a credit card; 2) defendant was obligated by that Agreement to repay plaintiff the principal amount he charged; 3) that he used the card to make charges; 4) he currently owed a principal balance of \$11,710.69 that is past due, owing, and unpaid; 5) that he has not made a payment since May 28, 2024; 6) that he receives monthly statements; and 7) that there is no valid defense to the complaint.

The court grants the request and takes judicial notice of the admissions as evidenced in the court’s discovery order. (*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].) With this judicially noticed evidence, the court agrees that defendant has stated a cause of action for breach of contract in the operative pleading, as all material allegations have been admitted.

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 plaintiff 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 Lopez Del. Re Meet and Confer Attempts filed on May 29, 2026.) The proposed judgment is for \$ 11,710.69, plus court costs in the sum of 430.00.

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