

PROPOSED TENTATIVE

On February 13, plaintiff Wells Fargo Bank, N.A. (plaintiff) filed a verified complaint for breach of contract against defendant Hilarion Vazquez (defendant). Plaintiff alleges that defendant, on October 13, 2022, breached the “Consumer Credit Card Customer Agreement & Disclosure Statement Visa” (contract), entered into between the parties, after plaintiff issued defendant a credit card and defendant failed to pay the account balance on October 13, 2022, or thereafter, for total damages of \$12,601.07. The contract is attached to the complaint. Defendant answered on March 19, 2025. In the answer, defendant does not offer a general denial, a specific denial, or any affirmative defense. Rather, defendant admits all allegations in the complaint, asking to work “with a debt management company to try to address this present issue.” In the answer defendant also indicates he “would like to reach a settlement agreement and establish a repayment plan.”

Plaintiff has filed a motion for judgment on the pleadings. It asks the court to grant the motion because defendant in his answer does not challenge any material issue advanced in the complaint, and has (in fact) expressly agreed that he breached the agreement and admitted he owes \$12,601.70. Plaintiff submits on its filings and will not make an appearance at the hearing, as is permitted per California Rules of Court, rule 3.1304(c). Defendant was served with the motion on August 18, 2025, and was present at the Case Management Conference on September 22, 2025, when he was told the matter was placed on calendar for October 7, 2025. (See Min. Order dated Sept. 22, 2025.) Defendant has not filed opposition, which would be untimely as of this writing.

A statutory motion for judgment on the pleadings (Code Civ. Proc., § 438) is an appropriate means of obtaining an adjudication of the rights of the parties when breach of contract is pleaded. Plaintiff’s motion for judgment on the pleadings is the functional equivalent of a demurrer to the answer. (*Engine v. Manufacturers Association v. California Air Resources Board* (2014) 231 Cal.App.4th 1022, 1034.) The motion should be denied if the pleadings (the complaint and answer) raise a material issue or set up an affirmative matter constituting a defense. (*MacIsaac v. Pozzo* (1945) 26 Cal.2d 809, 812-813.) By contrast, a plaintiff may test the sufficiency of an answer by a motion for judgment on the pleadings, and may thereby recover judgment without the introduction of any evidence, if his complaint states facts sufficient to constitute a cause of action, and the answer neither raises any material issue nor states a defense, i.e., where the answer expressly or substantially admits or does not sufficiently deny all material allegations of the complaint. (*Adjustment Corp. v. Hollywood, Etc. Co.* (1939) 35 Cal.App.2d 566, 569.)

The court takes judicial notice of defendant's answer, as requested by plaintiff, as the request is unopposed.

On the merits, 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).) Further, plaintiff has adequately pleaded a breach of contract cause of action. (*D'Arrigo Bros. of California v. United Farmworkers of America* (2014) 224 Cal.App.4th 790, 800 [establishing a breach of contract claim requires a showing of "(1) the existence of the contract, (2) plaintiff's performance or excuse for nonperformance, (3) defendant's breach, and (4) the resulting damages to the plaintiff"].) Plaintiff claims the contract was in writing, has attached a copy of it to the complaint, alleges it has performed all obligations thereunder, asserted defendant breached the agreement, and indicated damages were incurred. By contrast, defendant does not contest any material allegation advanced in the complaint. He in fact agrees a contract existed, admits there was a breach, and acknowledges he owes \$12,061.70 as a result. All material allegations have been admitted. Defendant simply requests an opportunity for a settlement. It appears plaintiff offered to negotiate a settlement in its meet and confer letter, but plaintiff never responded. On this record the court grants the motion for judgment on the pleadings, without leave to amend.

The court will sign the proposed order as submitted by plaintiff. Plaintiff indicates in the proposed order that it will submit "judgment paperwork" "forthwith upon the granting of Plaintiff's motion." Accordingly, no proposed judgment has been offered. By this it appears plaintiff will be asking for costs and fees, which can only be sought via post-judgment motions pursuant to California Rules of Court, rules 3.1700 [fees] and 3.1702 [costs]. Plaintiff at that time can submit a proposed judgment for signature.

Pursuant to California Rules of Court, 3.1308 (a)(1) and Santa Barbara County Superior Court Local Rule 1301, the court does not require a hearing; oral argument will be permitted only if a party notifies all other parties and the court by 3:00 p.m. (Department 2) the day before the hearing of the party's intention to appear. This tentative ruling will become the final ruling of the court if notice of intent to appear has not been given. If no hearing is held, the court will sign the proposed order offered by plaintiff, and after entry, the Clerk is directed to provide the minute order and signed order to the parties by mail.