

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY  
MARTINEZ, CA  
DEPARTMENT 34, RICHMOND  
JUDICIAL OFFICER: LEONARD E MARQUEZ  
HEARING DATE: 04/22/2025

**INSTRUCTIONS FOR CONTESTING TENTATIVE RULING IN DEPARTMENT 34**

The tentative ruling will become the ruling of the Court unless by 4:00PM of the Court day preceding the hearing, notice is given of an intent to argue the matter. Counsel or self-represented parties must email Department 34 ([Dept34@contracosta.courts.ca.gov](mailto:Dept34@contracosta.courts.ca.gov)) to request argument and must specify, in detail, what provision(s) of the tentative ruling they intend to argue and why. Counsel or self-represented parties requesting argument must advise all other counsel and self-represented parties by no later than 4:00PM of their decision to argue, and of the issues to be argued. Failure to timely advise the Court and counsel or self-represented parties will preclude any party from arguing the matter. (Pursuant to Local Rule 3.43(2).)

**ALL APPEARANCES TO ARGUE WILL BE IN PERSON OR BY ZOOM, PROVIDED  
THAT PROPER NOTIFICATION IS RECEIVED BY THE DEPARTMENT AS PER  
ABOVE.  
Zoom link-**

[https://contracosta-courts-  
ca.zoomgov.com/j/1611085023?pwd=SUxPTEFLVzRFYXZycWdTWIJCdIhIdz09](https://contracosta-courts-ca.zoomgov.com/j/1611085023?pwd=SUxPTEFLVzRFYXZycWdTWIJCdIhIdz09)

Meeting ID: 161 108 5023  
Passcode: 869677

**Law & Motion**

**1. 9:00 AM CASE NUMBER: L22-01405  
CASE NAME: BANK OF AMERICA, N.A. VS. VAL RODRIGUES  
\*HEARING ON MOTION IN RE: FOR JUDGMENT ON THE PLEADINGS  
FILED BY: BANK OF AMERICA, N.A.  
\*TENTATIVE RULING:\***

Plaintiff Bank of America, N.A. ("Plaintiff") filed a Motion for Judgment on the Pleadings on November 1, 2024 (the "Motion for Judgment on the Pleadings"). The Motion for Judgment on the Pleadings was set for hearing on April 21, 2025. Subsequently, the motion was withdrawn by the moving party. However, the motion was later re-calendared by the Court's order dated January 23, 2025 and the matter was reset for hearing on April 22, 2025 in Department 34 of the Court.

**However, there is no indication on the Court's docket that notice of this reset date was given to defendant VAL RODRIGUES ("Defendant").**

Disposition

The Court finds and orders as follows:

1. The Motion for Judgment on the Pleadings is CONTINUED for hearing to **May 13, 2025, 9:00 am**, in Department 34 of the Court.
2. Plaintiff to give notice to Defendant of the reset hearing date on the Motion for Judgment on the Pleadings within ten (10) days and file a proof of service reflecting such notice.

**2. 9:00 AM CASE NUMBER: L23-00510  
CASE NAME: ABSOLUTE RESOLUTIONS VS. STEPHANIE MOORE  
\*HEARING ON MOTION IN RE: MOTION FOR JUDGMENT ON THE PLEADINGS FILED BY PLN ON  
12/31/24  
FILED BY: ABSOLUTE RESOLUTIONS  
\*TENTATIVE RULING:\***

Plaintiff Absolute Resolution Investments, LLC ("Plaintiff") filed a Motion for Judgment on the Pleadings on December 31, 2024 (the "Motion for Judgment on the Pleadings"). The Motion for Judgment on the Pleadings was set for hearing on April 22, 2025.

Background

The Motion for Judgment on the Pleadings is based on the contention that operative complaint states facts sufficient to constitute a cause of action and the answer does not state facts sufficient to constitute a defense. Plaintiffs contends that defendant Stephanie Moore (the "Defendant") admits all statements in the complaint are true and that Defendant owes the alleged debt.

Analysis

A motion for judgment on the pleadings may be brought by a plaintiff where 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. Code Civ. Proc. § 438(c); see Weil & Brown, *et al.*, *Cal. Prac. Guide: Civ. Pro. Before Trial* (The Rutter Group 2024) ("Rutter Civ. Pro.") § 7:290. The grounds for a motion for judgment on the pleadings must appear on the face of the pleadings or be based on facts that a court may judicially notice. Civ. Proc. § 438(d); Rutter Civ. Pro., § 7:291. Matters that may be judicially noticed include a party's admissions or concessions which cannot reasonably be controverted. *Pang v. Beverly Hospital, Inc.* (2000) 79 Cal.App.4th 986, 989-990.

Plaintiff's Complaint alleges a First Cause of Action for Common Counts (Open Book Account, Account Stated, Money Had and Received, Money Lent and Money Paid at Defendant's Special Instance and Request) based on the allegation that Defendant became indebted in the amount

of \$1,844.76 on a credit card account. See Complaint filed January 27, 2023, p. 2, ¶10 and Attachment (First Cause of Action), p. 1, ¶¶ CC-1 through CC-4. It is alleged that the Plaintiff is the successor-in-interest to the original creditor on this debt. *Id.* at p. 2, ¶19.

Defendant's Answer was filed April 17, 2023. The Answer denies certain specified allegations of the Complaint. See Answer filed April 17, 2023. Box 3.a. of the Answer form (general denial) is not checked. *Id.* Box 3.b. of the Answer form (admission with specific denials) is checked. *Id.* Various affirmative defenses are pled in the Answer. See Answer, p. 2, ¶4.

Later, Plaintiff filed a motion to deem the truth of matters admitted in a set of Request for Admissions served on Defendant which was granted by the Court. See Minute Order entered July 15, 2024 (the "Deemed Admitted Order") ("All admissions requested in Set One (i.e., requests 1-10) are deemed to be true."). Plaintiff's request for judicial notice of the subject requests is GRANTED.

While the Defendant raised denials and defenses by way of the Answer, Defendant failed to raise those issues timely in response to the requests for admissions and the Deemed Admitted Order has been made by the Court and has not been set aside. Nor has Defendant opposed this Motion for Judgment on the Pleadings.

Having considered the moving papers and any further pleadings submitted, the Court makes the following findings:

1. Plaintiff's Complaint states facts sufficient to constitute a cause or causes of action against the Defendant for Common Counts (Open Book Account, Account Stated, Money Had and Received, Money Lent and Money Paid at Defendant's Special Instance and Request) and the pleadings, in light of the Deemed Admitted Order, do not state facts sufficient to constitute a defense to the Complaint, as to Plaintiff's 1st Cause of Action.
2. Defendant became indebted in the amount of \$1,844.76 on the subject credit card account as pled in Plaintiff's 1st Cause of Action.

#### Costs

The moving papers seek an award of recoverable costs in the sum of \$685.02. However, it does not appear that any Memorandum of Costs or other supporting declaration(s) regarding costs were filed as part of the moving papers.

#### Disposition

The Court finds and orders as follows:

1. The Motion for Judgment on the Pleadings is GRANTED. Judgment for the principal amount of \$1,844.76 shall be entered in favor of Plaintiff and against Defendant.  
PARTIES TO APPEAR TO ADDRESS COSTS.
2. A proposed form of judgment was lodged with the Court which the Court shall execute and enter.

3. 9:00 AM CASE NUMBER: L23-00527

CASE NAME: WELLS FARGO BANK, N.A. VS. BRYANT HUNTER

\*HEARING ON MOTION IN RE: MOTION TO VACATE DISMISSAL UNDER CCP 664.9 & ENTER JUDGMENT PURS TO STIP FILED BY PLN 1/2/25

FILED BY: WELLS FARGO BANK, N.A.

\*TENTATIVE RULING:\*

Plaintiff Wells Fargo Bank, N.A. ("Plaintiff") filed a Motion to Vacate Dismissal & Enter Judgment Pursuant to Stipulation on January 2, 2025 ("Motion to Enter Stipulated Judgment after Default"). The Motion to Enter Stipulated Judgment after Default was set for hearing on April 22, 2025.

#### Background

The parties entered into that certain settlement agreement filed on July 25, 2023 (the "Settlement Agreement"), the terms of which included payment by the defendant debtor ("Defendant") in the amount of \$8,060.21, to be paid in accordance with the terms thereof (the "Payment Terms and Conditions"). See Declaration of Ashley Mulhorn filed January 2, 2025 ("Supporting Declaration"), ¶13 and **Exhibit 1** thereto. As part of the Settlement Agreement, the parties entered into a stipulation for entry of judgment in the event of a default. *Id.*, **Exhibit 1**, ¶¶1-4 and 8-11.

Defendant defaulted on the Payment Terms and Conditions. See Supporting Declaration, ¶5. Defendant failed to cure after notice. *Id.* at ¶6 and **Exhibit 2** thereto.

After credit for amounts paid, there remains \$6,210.21 due and owing, plus costs of \$300.00. See Supporting Declaration, ¶¶5 and 9-10.

#### Analysis

Defendant was duly served with the motion. The motion is unopposed.

#### Disposition

The Court finds and orders as follows:

1. The Court finds that Defendant was duly served with the motion.
2. The Court finds that Defendant is in default of the Settlement Agreement.
3. The Motion to Enter Stipulated Judgment after Default is GRANTED. Plaintiff shall have judgment against Defendant in the principal amount of \$6,210.21, plus costs of \$300.00.
4. Plaintiff's submitted form of order and/or money judgment against Defendant will be entered by the Court. Any prior dismissal entered herein against the Defendant is hereby set aside in connection with entry of such judgment.

4. 9:00 AM CASE NUMBER: L23-00608

CASE NAME: CITIBANK, N.A. VS. LAURIE HEATH

**\*HEARING ON MOTION IN RE: MOTION TO SET ASIDE NOTICE OF SETTLEMENT AND ENTER JUDGMENT PURSUANT TO STIPULATION  
FILED BY: CITIBANK, N.A.**

**\*TENTATIVE RULING:\***

Plaintiff Citibank, N.A. ("Plaintiff") filed a Motion to Set Aside Notice of Settlement and Enter Judgment Pursuant to Stipulation on December 12, 2024 ("Motion to Enter Stipulated Judgment after Default"). The Motion to Enter Stipulated Judgment after Default was set for hearing on April 22, 2025.

**Background**

The parties entered into that certain settlement agreement on or about February 2, 2024 (the "Settlement Agreement"), the terms of which included payment by the defendant debtor ("Defendant") in the amount of \$4,407.00, to be paid in accordance with the terms thereof (the "Payment Terms and Conditions"). See Declaration filed as part of the moving papers ("Supporting Declaration"), ¶2 and **Exhibit 1** thereto. As part of the Settlement Agreement, the parties entered into a stipulation for entry of judgment in the event of a default in the principal sum of \$5,652.83, with court costs of \$292.00. *Id.*, **Exhibit 1**, ¶¶1-4 and 8-9.

Defendant defaulted on the Payment Terms and Conditions. See Supporting Declaration, ¶¶6-7. No notice or opportunity to cure is required under Settlement Agreement. Settlement Agreement, ¶¶9-10.

After credit for amounts paid, there remains \$5,102.83 due and owing, plus costs of \$292.00, for a total of \$5,394.83. See Supporting Declaration, ¶¶7-8.

**Analysis**

Defendant was duly served with the motion. The motion is unopposed.

**Disposition**

The Court finds and orders as follows:

1. The Court finds that Defendant was duly served with the motion.
2. The Court finds that Defendant is in default of the Settlement Agreement.
3. The Motion to Enter Stipulated Judgment after Default is GRANTED. Plaintiff shall have judgment against Defendant in the principal amount of \$5,102.83, plus costs of \$292.00.
4. Plaintiff's submitted form of order and/or money judgment against Defendant will be entered by the Court. Any prior dismissal entered herein against the Defendant is hereby set aside in connection with entry of such judgment.

5. 9:00 AM CASE NUMBER: L23-01608  
CASE NAME: SPRING OAKS CAPITAL SPV, LLC VS. KIERA CONDREY  
\*HEARING ON MOTION IN RE: MOTION TO ENFORCE SETTLEMENT CCP 664.6 FILED BY PLN ON  
10/25/24

**FILED BY: SPRING OAKS CAPITAL SPV, LLC**

**\*TENTATIVE RULING:\***

Plaintiff Spring Oaks Capital SPV, LLC ("Plaintiff") filed a Motion to Enforce Settlement on October 25, 2024 ("Motion to Enter Stipulated Judgment after Default"). The Motion to Enter Stipulated Judgment after Default was set for hearing on April 4, 2025. The motion was subsequently continued for hearing to April 22, 2025. All parties were given notice of the new hearing date.

**Background**

The parties entered into that certain settlement agreement on or about May 8, 2023 (the "Settlement Agreement"), the terms of which included payment by the defendant debtor ("Defendant") in the amount of \$2,328.93, to be paid in accordance with the terms thereof (the "Payment Terms and Conditions"). See Declaration of Flint C. Zide filed October 25, 2024 ("Supporting Declaration"), ¶¶3-4 and **Exhibit 1** thereto. As part of the Settlement Agreement, the parties entered into a stipulation for entry of judgment in the event of a default. *Id.*, **Exhibit 1**, ¶7.

Defendant defaulted on the Payment Terms and Conditions. See Supporting Declaration, ¶6. No notice or opportunity to cure is required under Settlement Agreement. Settlement Agreement, ¶7.

After credit for amounts paid, there remains \$1,322.93 due and owing, plus costs of \$256.00. See Supporting Declaration, ¶¶6-7.

**Analysis**

Defendant was duly served with the motion. The motion is unopposed.

**Disposition**

The Court finds and orders as follows:

1. The Court finds that Defendant was duly served with the motion.
2. The Court finds that Defendant is in default of the Settlement Agreement.
3. The Motion to Enter Stipulated Judgment after Default is GRANTED. Plaintiff shall have judgment against Defendant in the principal amount of \$1,322.93, plus costs of \$256.00.
4. Plaintiff's submitted form of order and/or money judgment against Defendant will be entered by the Court. Any prior dismissal entered herein against the Defendant is hereby set aside in connection with entry of such judgment.

**6. 9:00 AM CASE NUMBER: L23-05379**

**CASE NAME: BANK OF AMERICA, N.A. VS. HRISTO HRISTOV**

**\*HEARING ON MOTION IN RE: MOTION TO SET ASIDE NOTICE OF SETTLEMENT**

**FILED BY: BANK OF AMERICA, N.A.**

**\*TENTATIVE RULING:\***

Plaintiff Bank of America, N.A. ("Plaintiff") filed a Motion to Set Aside Notice of Settlement on December 18, 2024 ("Motion to Set Aside Notice of Settlement"). The Motion to Enter Stipulated Judgment after Default was set for hearing on April 22, 2025.

**Background**

Plaintiff filed that certain Notice of Settlement on or about December 18, 2023 (the "Notice of Settlement") following an agreement of the parties, the terms of which included payment by the defendant debtor ("Defendant") in the form of regular payments (the "Payment Terms and Conditions"). See Declaration of Counsel filed as part of Motion to Set Aside Notice of Settlement ("Supporting Declaration"), ¶13\*

Defendant defaulted on the Payment Terms and Conditions by not making the monthly payments as due, with the last payment being made July 16, 2024. See Supporting Declaration, ¶15.

\*The filed Supporting Declaration contains what appears to be plain typographical errors in the language describing the nature of the agreed payment arrangements. See Supporting Declaration, ¶13.

Plaintiff's motion simply seeks to vacate the Notice of Settlement and to restore the matter to active litigation.

**Analysis**

The motion is unopposed. However, the Court's docket does not reflect any proof of service of the moving papers on Defendant.

**Disposition**

The Court finds and orders as follows:

1. PARTIES TO APPEAR to address service of the motion.

**7. 9:00 AM CASE NUMBER: L23-05744**

**CASE NAME: ABSOLUTE RESOLUTIONS INVESTMENTS LLC VS. LAUREN WHITSON**

**\*HEARING ON MOTION IN RE: MOTION FOR JUDGMENT ON THE PLEADINGS FILED BY PLN ON 1/2/25**

**FILED BY: ABSOLUTE RESOLUTIONS INVESTMENTS LLC**

**\*TENTATIVE RULING:\***

Plaintiff Absolute Resolution Investments, LLC ("Plaintiff") filed a Motion for Judgment on the Pleadings on January 2, 2025 (the "Motion for Judgment on the Pleadings"). The Motion for Judgment on the Pleadings was set for hearing on April 22, 2025.

**Background**

The Motion for Judgment on the Pleadings is based on the contention that operative complaint

states facts sufficient to constitute a cause of action and the answer does not state facts sufficient to constitute a defense. Plaintiffs contends that defendant Lauren Whitson (the “Defendant”) admits all statements in the complaint are true and that Defendant owes the alleged debt.

### Analysis

A motion for judgment on the pleadings may be brought by a plaintiff where 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. Code Civ. Proc. § 438(c); see Weil & Brown, *et al.*, *Cal. Prac. Guide: Civ. Pro. Before Trial* (The Rutter Group 2024) (“Rutter Civ. Pro.”) § 7:290. The grounds for a motion for judgment on the pleadings must appear on the face of the pleadings or be based on facts that a court may judicially notice. Civ. Proc. § 438(d); Rutter Civ. Pro., § 7:291. Matters that may be judicially noticed include a party’s admissions or concessions which cannot reasonably be controverted. *Pang v. Beverly Hospital, Inc.* (2000) 79 Cal.App.4th 986, 989-990.

Plaintiff’s Complaint alleges a First Cause of Action for Common Counts (Open Book Account, Account Stated, Money Had and Received, Money Lent and Money Paid at Defendant’s Special Instance and Request) based on the allegation that Defendant became indebted in the amount of \$1,515.17 on a credit card account. See Complaint filed October 20, 2023, p. 2, ¶10 and Attachment (First Cause of Action), p. 1, ¶¶ CC-1 through CC-4. It is alleged that the Plaintiff is the successor-in-interest to the original creditor on this debt. *Id.* at p. 2, ¶9.

Defendant’s Answer was filed November 28, 2023. The Answer contains a general denial of the allegations of the Complaint. See Answer filed November 28, 2023. Box 3.a. of the Answer form (general denial) is checked. *Id.* Various other apparent affirmative defenses are pled in the Answer. See Answer, p. 2.

Later, Plaintiff filed a motion to deem the truth of matters admitted in a set of Request for Admissions served on Defendant which was granted by the Court. See Minute Order entered July 15, 2024 (the “Deemed Admitted Order”) (“All admissions requested in Set One (i.e., requests 1-11) are deemed to be true.”). Plaintiff’s request for judicial notice of the subject requests is DENIED. The request contains what appears to be an error referring to the Los Angeles County Superior court and omits the referenced Exhibit 1. However, the Court, *sua sponte*, takes judicial notice of all of the pleadings on the underlying Deemed Admitted Order, including the subject RFAs.

While the Defendant raised denials and defenses by way of the Answer, Defendant failed to raise those issues timely in response to the requests for admissions and the Deemed Admitted Order has been made by the Court and has not been set aside. Nor has Defendant opposed this Motion for Judgment on the Pleadings.

Having considered the moving papers and any further pleadings submitted, the Court makes the following findings:

1. Plaintiff’s Complaint states facts sufficient to constitute a cause or causes of action against the Defendant for Common Counts (Open Book Account, Account Stated, Money



Had and Received, Money Lent and Money Paid at Defendant's Special Instance and Request) and the pleadings, in light of the Deemed Admitted Order, do not state facts sufficient to constitute a defense to the Complaint, as to Plaintiff's 1st Cause of Action.

2. Defendant became indebted in the amount of \$1,515.17 on the subject credit card account as pled in Plaintiff's 1st Cause of Action.

#### Costs

The moving papers seek an award of recoverable costs in the sum of \$459.21. However, it does not appear that any Memorandum of Costs or other supporting declaration(s) regarding costs were filed as part of the moving papers.

#### Disposition

The Court finds and orders as follows:

1. The Motion for Judgment on the Pleadings is GRANTED. Judgment for the principal amount of \$1,515.17 shall be entered in favor of Plaintiff and against Defendant.  
PARTIES TO APPEAR TO ADDRESS COSTS.
2. A proposed form of judgment was lodged with the Court which the Court shall execute and enter.

**8. 9:00 AM CASE NUMBER: L24-00142**  
**CASE NAME: THE NORTH RIVER INSURANCE COMPANY VS. TERESA RODRIGUEZ**  
**\*HEARING ON MOTION IN RE: MOTION TO DEPOSIT BOND FUNDS W/ COURT; EXONERATION OF SURETY BOND; FOR AN AWARD OF ATTORNEY'S FEES FILED BY PLN ON 1/2/25**  
**FILED BY: THE NORTH RIVER INSURANCE COMPANY**

**\*TENTATIVE RULING:\***

PARTIES TO APPEAR.

**9. 9:00 AM CASE NUMBER: L24-01621**  
**CASE NAME: CONSOLIDATED ELECTRICAL DISTRIBUTORS VS. ZORTIZ, LLC**  
**\*HEARING ON MOTION IN RE: MOTION FOR ENTRY OF JUDGMENT PURSUANT TO STIPULATION FILED BY PLN ON 12/31/24**  
**FILED BY: CONSOLIDATED ELECTRICAL DISTRIBUTORS**

**\*TENTATIVE RULING:\***

Plaintiff Consolidated Electrical Distributors, Inc. ("Plaintiff") filed a Motion for Entry of Judgment Pursuant to Stipulation on December 31, 2024 ("Motion to Enter Stipulated Judgment after Default"). The Motion to Enter Stipulated Judgment after Default was set for hearing on April 22, 2025.

#### Background

The parties entered into that certain settlement agreement on or about April 21, 2023 (the “Settlement Agreement”), the terms of which included payment by the defendant debtors Zoritz, LLC and William Kevin Zeier (“Defendants”) in the amount of \$24,640.92, to be paid in accordance with the terms thereof (the “Payment Terms and Conditions”). See Declaration of Dominique S. Angelo filed December 31, 2024 (“Supporting Declaration”), ¶¶2-5 and **Exhibit A** thereto. As part of the Settlement Agreement, the parties entered into a stipulation for entry of judgment in the event of a default. *Id.*, **Exhibit A**, ¶3.

Defendants defaulted on the Payment Terms and Conditions. See Supporting Declaration, ¶6. Defendants failed to cure after notice. *Id.* at ¶¶7-8 and **Exhibit C** thereto.

After credit for amounts paid, there remains \$24,640.92 due and owing, plus interest of \$8,579.25, fees of \$2,500 and costs of \$858.68. See Amended Supporting Declaration filed March 5, 2025, ¶9.

A Notice of Stay of Proceedings was filed by defendant William Kevin Zeier on January 7, 2025. The amended notice of motion filed concurrently with the Amended Supporting Declaration, amends the motion to seek judgment against Zoritz, LLC only.

#### Analysis

Defendant was duly served with the motion. The motion is unopposed.

#### Disposition

The Court finds and orders as follows:

1. The Court finds that defendant Zoritz, LLC was duly served with the motion.
2. The Court finds that defendant Zoritz, LLC is in default of the Settlement Agreement.
3. The Motion to Enter Stipulated Judgment after Default is GRANTED as against Zoritz, LLC. Plaintiff shall have judgment against defendant Zoritz, LLC in the principal amount of \$24,640.92, plus interest of \$8,579.25, fees of \$2,500 and costs of \$858.68.
4. Plaintiff’s submitted form of order and/or money judgment against defendant Zoritz, LLC will be entered by the Court. Any prior dismissal entered herein against such defendant is hereby set aside in connection with entry of such judgment.

**10. 9:00 AM CASE NUMBER: L24-02472**  
**CASE NAME: JPMORGAN CHASE BANK N.A. VS. RICK MELVILLE**  
**\*HEARING ON MOTION IN RE: MOTION FOR JUDGMENT ON THE PLEADINGS**  
**FILED BY: JPMORGAN CHASE BANK N.A.**  
**\*TENTATIVE RULING:\***

Plaintiff JPMorgan Chase Bank, N.A. (“Plaintiff”) filed a Motion for Judgment on the Pleadings on December 18, 2024 (the “Motion for Judgment on the Pleadings”). The Motion for Judgment on the Pleadings was set for hearing on April 22, 2025.

### Background

The Motion for Judgment on the Pleadings is based on the contention that operative complaint states facts sufficient to constitute a cause of action and the answer does not state facts sufficient to constitute a defense. Plaintiff contends that defendant Rick Melville (the “Defendant”) admits all statements in the complaint are true and that Defendant owes the alleged debt.

### Analysis

A motion for judgment on the pleadings may be brought by a plaintiff where 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. Code Civ. Proc. § 438(c); see Weil & Brown, *et al.*, *Cal. Prac. Guide: Civ. Pro. Before Trial* (The Rutter Group 2024) (“Rutter Civ. Pro.”) § 7:290. The grounds for a motion for judgment on the pleadings must appear on the face of the pleadings or be based on facts that a court may judicially notice. Civ. Proc. § 438(d); Rutter Civ. Pro., § 7:291. Matters that may be judicially noticed include a party’s admissions or concessions which cannot reasonably be controverted. *Pang v. Beverly Hospital, Inc.* (2000) 79 Cal.App.4th 986, 989-990.

Plaintiff’s Complaint alleges a First Cause of Action for Common Counts (Open Book Account, Account Stated) based on the allegation that Defendant became indebted in the amount of \$10,717.25 on a credit account. See Complaint filed March 26, 2024, p. 2, ¶10 and Attachment (First Cause of Action), p. 1, ¶¶ CC-1 through CC-4.

Defendant’s Answer was filed May 21, 2024. The Answer fails to check either of the boxes in Item 3, but generally contains language denying the allegations of the Complaint and raising other issues. See Answer filed May 21, 2024.

Later, Plaintiff filed a motion to deem the truth of matters admitted in a set of Request for Admissions served on Defendant which was granted by the Court. See Order entered December 4, 2024 (the “Deemed Admitted Order”). The Court takes judicial notice of the underlying court filings in the connection with the Deemed Admitted Order.

While the Defendant raised denials and apparent defenses by way of the Answer, Defendant failed to raise those issues timely in response to the requests for admissions and the Deemed Admitted Order has been made by the Court and has not been set aside. Nor has Defendant opposed this Motion for Judgment on the Pleadings.

Having considered the moving papers and any further pleadings submitted, the Court makes the following findings:

1. Plaintiff’s Complaint states facts sufficient to constitute a cause or causes of action against the Defendant for Common Counts (Open Book Account and Account Stated) and the pleadings, in light of the Deemed Admitted Order, do not state facts sufficient to constitute a defense to the Complaint, as to Plaintiff’s 1st Cause of Action.
2. Defendant became indebted in the amount of \$10,717.25 on the subject credit account as pled in Plaintiff’s 1st Cause of Action.

### Costs

The moving papers do not seek an award of recoverable costs.

### Disposition

The Court finds and orders as follows:

1. The Motion for Judgment on the Pleadings is GRANTED. Judgment for the principal amount of \$10,717.25 shall be entered in favor of Plaintiff and against Defendant.
2. A proposed form of judgment was lodged with the Court which the Court shall execute and enter.

**11. 9:00 AM CASE NUMBER: L24-04458**  
**CASE NAME: AMERICAN EXPRESS NATIONAL BANK VS. GEORMEL BENSON**  
**HEARING IN RE: MOTION TO COMPEL**  
**FILED BY:**  
**\*TENTATIVE RULING:\***

Defendant Geormel Benson (“Defendant”) filed a Motion to Compel on November 14, 2024 (the “Motion to Compel”). The Motion to Compel was set for hearing on March 14, 2025. Subsequently, the motion was reset for April 22, 2025 in Department 34.

### Background

The Motion to Compel seeks an order compelling plaintiff American Express National Bank (“Plaintiff”) to produce “the requested loss/deficit report certified under penalty of perjury.”

While the motion papers describe some meet and confer efforts to procure production of material by voluntary agreement, there is no reference to any formal request for production of documents (“RPD”) served on Plaintiff.

Opposition papers were filed on April 14, 2025.

### Analysis

Civil discovery in California is governed by the Civil Discovery Act. See Code Civ. Proc. §§ 2016.010–2036.050. The Civil Discovery Act provides litigants with the right to broad discovery. *Sinaiko Healthcare Consulting, Inc. v. Pacific Healthcare Consultants* (2007) 148 Cal.App.4th 390, 402. In general, any party may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter involved in the pending action or to the determination of any motion made in that action, if the matter either is itself admissible in evidence or appears reasonably calculated to lead to the discovery of admissible evidence. Code Civ. Proc. § 2017.010; see *Sinaiko Healthcare Consulting, Inc.*, *supra*, 148 Cal.App.4th at 402.

Where a party to whom a discovery request is propounded fails to serve a timely response, the propounding party may move for an order compelling a response. See Code Civ. Proc. § 2030.290 (as to interrogatories); Code Civ. Proc. § 2031.300 (as to demand for inspection of

documents). The propounding party may also seek the imposition of monetary sanctions. *Id.* Having considered the moving papers and any further pleadings submitted, the Court makes the following findings as to the Discovery Requests at issue:

1. Defendant failed to demonstrate that Plaintiff was duly served with any proper discovery request(s). Written requests for materials sent by email are not the same thing as a formal request for production of document properly formatted and served under the discovery statutes. While the Court certainly encourages parties to exchange documents informally if possible, the remedies under the discovery statutes, such as a motion to compel require adherence to the provisions for service of formal discovery request(s). That does not appear to have been done here.

#### Disposition

The Court finds and orders as follows:

1. The Motion to Compel is DENIED.

**12. 9:00 AM CASE NUMBER: L24-04647**

**CASE NAME: BANK OF AMERICA N.A. VS. BERTA GIRON**

**\*HEARING ON MOTION IN RE: MOTION TO ENFORCE SETTLEMENT (CCP SEC 664.6) AND NOTICE OF MOTION**

**FILED BY: BANK OF AMERICA N.A.**

**\*TENTATIVE RULING:\***

Plaintiff Bank of America, N.A. ("Plaintiff") filed a Motion to Enforce Settlement on December 10, 2024 ("Motion to Enter Stipulated Judgment after Default"). The Motion to Enter Stipulated Judgment after Default was set for hearing on April 22, 2025.

#### Background

The parties entered into that certain settlement agreement on or about September 6, 2024 (the "Settlement Agreement"), the terms of which included payment by the defendant debtor ("Defendant") in the amount of \$3,766.81, to be paid in accordance with the terms thereof (the "Payment Terms and Conditions"). See Declaration of Flint Zide filed December 10, 2024 ("Supporting Declaration"), ¶¶3-4 and **Exhibit 1** thereto. As part of the Settlement Agreement, the parties entered into a stipulation for entry of judgment in the event of a default. *Id.*, **Exhibit 1**, ¶¶3-6.

Defendant defaulted on the Payment Terms and Conditions. See Supporting Declaration, ¶6. No notice or opportunity to cure is required under Settlement Agreement. *Id.*, **Exhibit 1**, ¶7.

After credit for amounts paid, there remains \$3,538.55 due and owing, plus costs of \$401.90. See Supporting Declaration, ¶¶6-9.

#### Analysis

Defendant was duly served with the motion. The motion is unopposed.

Disposition

The Court finds and orders as follows:

1. The Court finds that Defendant was duly served with the motion.
2. The Court finds that Defendant is in default of the Settlement Agreement.
3. The Motion to Enter Stipulated Judgment after Default is GRANTED. Plaintiff shall have judgment against Defendant in the principal amount of \$3,538.55, plus costs of \$401.90.
4. Plaintiff's submitted form of order and/or money judgment against Defendant will be entered by the Court. Any prior dismissal entered herein against the Defendant is hereby set aside in connection with entry of such judgment.

**13. 9:00 AM CASE NUMBER: L24-05976**

**CASE NAME: WELLS FARGO BANK, N.A. VS. CONNOR NASTY**

**\*HEARING ON MOTION IN RE: MOTION TO DEEM REQUESTS FOR ADMISSIONS ADMITTED AND OF NONAPPEARANCE**

**FILED BY: WELLS FARGO BANK, N.A.**

**\*TENTATIVE RULING:\***

Plaintiff Wells Fargo Bank, N.A ("Plaintiff") filed a Motion to Deem Requests for Admissions Admitted on December 10, 2024 (the "Motion to Deem Admissions"). The Motion to Deem Admissions was set for hearing on April 22, 2025. The motion is unopposed.

Disposition

The Court finds and orders as follows:

1. Motion to Deem Admissions is DROPPED from calendar as MOOT. A judgment was entered herein by the Court on April 21, 2025.

**14. 9:00 AM CASE NUMBER: MSL19-07869**

**CASE NAME: DISCOVER VS. BULYGO**

**\*HEARING ON MOTION IN RE: MOTION TO VACATE VERBAL NOTICE OF SETTLEMENT**

**FILED BY: DISCOVER BANK**

**\*TENTATIVE RULING:\***

PARTIES TO APPEAR.

**15. 9:00 AM CASE NUMBER: MSL21-01816**

**CASE NAME: CITIBANK, N.A. VS. SANIA SHAIKH**

**\*HEARING ON MOTION IN RE: MOTION TO SET ASIDE NOTICE OF SETTLEMENT AND ENTER JUDGMENT PURSUANT TO STIPULATION**

**FILED BY: CITIBANK, N.A.**

**\*TENTATIVE RULING:\***

Plaintiff Citibank, N.A. ("Plaintiff") filed a Motion to Set Aside Notice of Settlement and Enter Judgment Pursuant to Stipulation on December 12, 2024 ("Motion to Enter Stipulated Judgment after Default"). The Motion to Enter Stipulated Judgment after Default was set for hearing on April 22, 2025.

**Background**

The parties entered into that certain settlement agreement on or about September 23, 2021 (the "Settlement Agreement"), the terms of which included payment by the defendant debtor ("Defendant") in the amount of \$4,059.76, to be paid in accordance with the terms thereof (the "Payment Terms and Conditions"). See Declaration of Counsel filed as part of moving papers ("Supporting Declaration"), ¶¶2-4 and **Exhibit 1** thereto. As part of the Settlement Agreement, the parties entered into a stipulation for entry of judgment in the event of a default. *Id.*, **Exhibit 1**, ¶¶5-7.

Defendant defaulted on the Payment Terms and Conditions. See Supporting Declaration, ¶¶6-7. No notice or opportunity to cure is required under Settlement Agreement. *Id.* at ¶7.

After credit for amounts paid, there remains \$1,629.76 due and owing, plus costs of \$225.00. See Supporting Declaration, ¶¶7-9.

**Analysis**

Defendant was duly served with the motion. The motion is unopposed.

**Disposition**

The Court finds and orders as follows:

1. The Court finds that Defendant was duly served with the motion.
2. The Court finds that Defendant is in default of the Settlement Agreement.
3. The Motion to Enter Stipulated Judgment after Default is GRANTED. Plaintiff shall have judgment against Defendant in the principal amount of \$1,629.76, plus costs of \$225.00.
4. Plaintiff's submitted form of order and/or money judgment against Defendant will be entered by the Court. Any prior dismissal entered herein against the Defendant is hereby set aside in connection with entry of such judgment.

16. 9:00 AM CASE NUMBER: MSL22-00470  
CASE NAME: MARIA BUSTAMANTE VS. MADELINE KHORSHIDCHEHR  
\*HEARING ON MOTION IN RE: TO COMPEL - CONTINUED FROM 3/18/25  
FILED BY:  
**\*TENTATIVE RULING:\***

Plaintiff Maria Bustamante ("Plaintiff") filed a Motion to Compel Initial Responses to Requests

for Form Interrogatories, Special Interrogatories, Request for Admissions, and Production of Documents, Set One and for Monetary Sanction on December 17, 2024 (the “Motion to Compel”). The Motion to Compel seeks to compel responses to certain discovery requests propounded by Plaintiff to defendant Madeline Khorshidchehr (“Defendant”). The Motion to Compel was initially set for hearing on March 17, 2025. Subsequently, the hearing was reset for March 18, 2025 in Department 34. Thereafter, the Court, *sua sponte*, continued the matter to April 22, 2025.

The Motion to Compel was previously continued for hearing to April 22, 2025 because the Proof of Service filed December 20, 2024 as to the Motion to Compel was defective. Paragraph 5 failed to state the person served or their address. Plaintiff filed an Amended Proof of Service on March 24, 2024. The Amended Proof of Service reflects valid service of the Motion to Compel on the opposing party’s counsel.

### Background

The Motions to Compel relates to four separate discovery requests—Form Interrogatories, Special Interrogatories, Request for Admissions and Request for Production of Documents, Set One—served by Plaintiff on Defendant. Motion to Compel, Declaration of Maria Bustamante, (the “Bustamante Decl.”), ¶12. Collectively, these discovery requests are referred to herein as the “Discovery Requests.” The Discovery Requests were served by mail on Defendant’s attorney Vanessa Himelblau, via U.S. mail, on April 24, 2024. *Id.* Ms. Himelblau was counsel of record for Defendant. See Answer filed August 23, 2023. Later a Notice of Change of Attorney was filed July 31, 2024 and Defendant’s new counsel was Lawrence E. Hart.

With a five calendar day extension for service of the Discovery Requests by mail, the responses were due to be served on or before May 29, 2024 (30 days after the service date was May 24, 2024; five calendar days thereafter fell on May 29, 2024).

No responses were received before the deadline or afterward. Bustamante Decl., ¶12. Despite meet and confer efforts, including attempted communication with new counsel Mr. Hart, responses were still not received. See *id.* at ¶¶13-4.

### Analysis

Civil discovery in California is governed by the Civil Discovery Act. See Code Civ. Proc. §§ 2016.010–2036.050. The Civil Discovery Act provides litigants with the right to broad discovery. *Sinaiko Healthcare Consulting, Inc. v. Pacific Healthcare Consultants* (2007) 148 Cal.App.4th 390, 402. In general, any party may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter involved in the pending action or to the determination of any motion made in that action, if the matter either is itself admissible in evidence or appears reasonably calculated to lead to the discovery of admissible evidence. Code Civ. Proc. § 2017.010; see *Sinaiko Healthcare Consulting, Inc., supra*, 148 Cal.App.4th at 402.

Where a party to whom a discovery request is propounded fails to serve a timely response, the propounding party may move for an order compelling a response. See Code Civ. Proc. § 2030.290 (as to interrogatories); Code Civ. Proc. § 2031.300 (as to demand for inspection of



documents. The propounding party may also seek the imposition of monetary sanctions. *Id.* Having considered the moving papers and any further pleadings submitted, the Court makes the following findings as to the Discovery Requests at issue:

1. Defendant was duly served with the subject Discovery Requests.
2. No timely response was made to the Discovery Requests by Defendant.
3. Plaintiff engaged in meet and confer efforts and Defendant did not respond to those communications and did not provide responses to the Discovery Requests.
4. No opposition or other responsive pleadings by Defendant have been filed with the Court.

#### Sanctions

Defendant's failure to respond to the Discovery Requests even after the deadline to do so had passed and demands for responses were made constitutes failing to respond to an authorized method of discovery, pursuant to Code of Civil Procedure section 2023.010(d).

Defendant's failure to respond to meet and confer efforts regarding the Discovery Requests constitutes failing to confer with an opposing party or attorney in a reasonable and good faith attempt to resolve informally any dispute concerning discovery, pursuant to Code of Civil Procedure section 2023.010(i).

The Court finds that the foregoing conduct by Defendant constituted conduct that was a misuse of the discovery process within the meaning of Code of Civil Procedure section 2023.030 and that such conduct warrants the imposition of monetary sanctions. In failing to timely respond to the Discovery Requests, the Court finds that Defendant did not act with substantial justification. Furthermore, the Court does not find any other circumstances that would make the imposition of monetary sanctions unjust.

#### Disposition

The Court finds and orders as follows:

1. **The Motion to Compel is GRANTED as to the Form Interrogatories, Special Interrogatories and Request for Production of Documents. Defendant shall serve verified responses to these discovery requests within thirty (30) calendar days of notice of entry of this order.** The Court finds that any objections to such discovery requests have been waived to the fullest extent permitted by applicable law. Such responses shall be served on the propounding party via overnight mail to propounding party's attorney's office or other means providing tracking of delivery. Defendant shall thereafter prepare and execute a proof of service of such responses, signed under penalty of perjury.
2. Monetary sanctions in the amount of **\$500.00** shall be paid by Defendant and her attorney, jointly and severally, to Plaintiff (the "Monetary Sanctions"). The Court finds that the Monetary Sanctions are reasonable expenses, including attorneys' fees, incurred by Plaintiff as a result of the foregoing conduct by Defendant. In fixing said

amount, the Court has considered all evidence in the record before the Court on the motion, including the supporting declarations of the moving party. **The Monetary Sanctions shall be paid within thirty (30) days of entry of this order.**

3. The Motion to Compel is DENIED as to the Request for Admissions. The Code does not provide for such a remedy with respect to a request for admissions. See Code Civ. Proc. § 2033.280; see Weil & Brown, et al., *Cal. Prac. Guide: Civ. Pro. Before Trial* (The Rutter Group 2024), § 8:1370. The proper remedy is a motion for an order that the genuineness of any documents and the truth of any matters specified in the requests be deemed admitted. *Id.*

**Courtroom Clerk's Session**

**17. 1:30 PM CASE NUMBER: L24-04875**  
**CASE NAME: WESTLAKE SERVICES LLC VS. DAVID SISNEROS**  
**\*FURTHER CASE MANAGEMENT CONFERENCE**  
**FILED BY:**  
**\*TENTATIVE RULING:\***

PARTIES TO APPEAR.