

# Tentative Rulings for June 24, 2026 Department PS4

**To request oral argument, you must notify Judicial Secretary  
Carol Delfosse-Kidd at (760) 904-5722  
and inform all other counsel no later than 4:30 p.m.**

This court follows California Rules of Court, Rule 3.1308 (a) (1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law & motion matter are posted on the Internet by 3:00 p.m. on the court day immediately before the hearing at [Riverside Superior Court-Tentative Rulings](#). If you do not have Internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.

To request oral argument, no later than 4:30 p.m. on the court day before the hearing you must (1) notify the judicial secretary for Department PS4 at (760) 904-5722 and (2) inform all other parties of the request and of their need to appear remotely, as stated below. If no request for oral argument is made by 4:30 p.m., the tentative ruling **will become the final ruling** on the matter effective the date of the hearing. **UNLESS OTHERWISE NOTED, THE PREVAILING PARTY IS TO GIVE NOTICE OF THE RULING.**

COUNSEL AND SELF-REPRESENTED PARTIES ARE ENCOURAGED TO APPEAR AT ANY LAW AND MOTION DEPARTMENT TELEPHONICALLY WHEN REQUESTING ORAL ARGUMENTS.

For information and instructions on remote appearances via **ZOOM**, visit the court's website at [Riverside Superior Court-Remote Appearances](#)

You may also make a Telephonic Appearance: On the day of the hearing, call into one of the below listed phone numbers, and input the meeting number (followed by #):

- Call-in Numbers: 1-833-568-8864 (Toll Free), 1-669-254-5252,  
1-669-216-1590, 1-551-285-1373 or 1-646-828-7666
- Meeting Number: **161 650 1311**

Please **MUTE** your phone until your case is called and it is your turn to speak. It is important to note that you must call fifteen (15) minutes prior to the scheduled hearing time to check in or there may be a delay in your case being heard.

**Riverside Superior Court provides official court reporters for hearings on law and motion matters only for litigants who have been granted fee waivers and only upon their timely request. (See General Administrative Order No. 2021-19-1) Other parties desiring a record of the hearing must retain a reporter pro tempore.**

1.

CASE #	CASE NAME	HEARING NAME
CVPS2506303	WELLS FARGO BANK, N.A. VS ABTIN, AN INDIVIDUAL	MOTION FOR SUMMARY JUDGMENT ON COMPLAINT OF WELLS FARGO BANK, N.A. BY WELLS FARGO BANK, N.A.

**Tentative Ruling:** Plaintiff Wells Fargo Bank N.A.'s unopposed motion for summary judgment is GRANTED.

Plaintiff sued defendant Denise Abtin for breach of contract (written) and breach of contract (implied in fact). To succeed on these claims, plaintiff must show: (1) the existence of a contract, (2) its performance under the contract or excuse for nonperformance, (3) defendant's breach, and (4) resulting damages. (*Oasis West Realty, LLC v. Goldman* (2011) 51 Cal.4th 811, 821.) Here, the evidence provided in support of plaintiff's motion shows: (1) plaintiff entered into a credit card agreement with defendant; (2) it performed all duties under the agreement, including issuing a card to defendant and providing monthly statements; (3) defendant breached the agreement by failing to make all required payments on her account; and (4) that breach resulted in damages in the amount of \$30,814.21. Plaintiff is accordingly entitled to judgment as a matter of law. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 843.)

All future hearing dates are VACATED.

2.

CASE #	CASE NAME	HEARING NAME
CVPS2507580	TD BANK USA N.A. VS VILLASENOR	MOTION FOR JUDGMENT ON THE PLEADINGS ON COMPLAINT OF TD BANK USA N.A. BY TD BANK USA N.A.

**Tentative Ruling:** Plaintiff TD Bank USA, N.A.'s unopposed motion for judgment on the pleadings is GRANTED.

A motion for judgment on the pleadings is properly granted in a plaintiff's favor if "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." (CCP 438(c)(1)(A).) In ruling on the motion, the court is confined to the face of the pleadings and matters required to be judicially noticed. (CCP 438(d).)

Here, plaintiff's complaint alleges a cause of action for breach of contract (written). This cause of action requires plaintiff to show: (1) the existence of a contract, (2) its performance under the contract or excuse for nonperformance, (3) defendant Maria M. Villasenor's breach, and (4) resulting damages. (*Oasis West Realty, LLC v. Goldman* (2011) 51 Cal.4th 811, 821.) The complaint and matters judicially noticed show all four elements: the existence of a credit card agreement between plaintiff and defendant; plaintiff's performance of its duties under the agreement, including issuing a card to defendant and providing monthly statements; defendant's breach of the agreement by failing to make the required payments; and damages in the amount of \$1,160.30. Defendant admits as much in her answer. The court therefore orders entry of judgment in favor of plaintiff and against defendant.

All future hearing dates are VACATED.

3.

CASE #	CASE NAME	HEARING NAME
CVPS2507816	BANK OF AMERICA N.A. VS BATAc	MOTION FOR JUDGMENT ON THE PLEADINGS ON COMPLAINT OF BANK OF AMERICA N.A. BY BANK OF AMERICA N.A.

**Tentative Ruling:** Plaintiff Bank of America, N.A.'s unopposed motion for judgment on the pleadings is GRANTED.

A motion for judgment on the pleadings is properly granted in a plaintiff's favor if "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." (CCP 438(c)(1)(A).) In ruling on the motion, the court is confined to the face of the pleadings and matters required to be judicially noticed. (CCP 438(d).)

Here, plaintiff's complaint alleges a cause of action for breach of contract. This cause of action requires plaintiff to show: (1) the existence of a contract, (2) its performance under the contract or excuse for nonperformance, (3) defendant Maria Cindy Batac's breach, and (4) resulting damages. (*Oasis West Realty, LLC v. Goldman* (2011) 51 Cal.4th 811, 821.) The complaint and matters judicially noticed show all four elements: the existence of a credit card agreement between plaintiff and defendant; plaintiff's performance of its duties under the agreement, including issuing a card to defendant and providing monthly statements; defendant's breach of the agreement by failing to make the required payments; and damages in the amount of \$13,021.22. Defendant admits as much in her answer. The court therefore orders entry of judgment in favor of plaintiff and against defendant.

All future hearing dates are VACATED.