

**DEPARTMENT SEVEN  
JUDGE TIM P. KAM  
707-207-7307  
TENTATIVE RULINGS SCHEDULED FOR  
FRIDAY, JULY 18, 2025**

***The parties may appear via Zoom with the exception of trials, trial management conferences, order for examinations and mandatory settlement conferences. The information for the Zoom meeting is set forth below.***

The tentative ruling shall become the ruling of the court unless a party desiring to be heard contacts the judicial assistant of the department hearing the matter by 4:30 p.m. on the court day preceding the hearing, and further advises that such party has notified the other side of its intention to request a hearing. A party requesting a hearing must notify all parties of the request to be heard by 4:30 p.m.

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**WELLS FARGO BANK, N.A. vs. KRISTI HERNANDEZ  
Case No. CL24-01146**

Motion for Summary Judgment

**TENTATIVE RULING**

Plaintiff WELLS FARGO BANK, N.A. moves for summary judgment in its favor on its complaint alleging breach of contract and common counts against Defendant KRISTI L. HERNANDEZ.

The court has not received opposition to the motion.

**Legal Standard.** A plaintiff may move for summary judgment on the basis that there is no defense to the action. (Code Civ. Proc., § 437c, subd. (a)(1).) A summary judgment motion is properly granted where the evidence in support of the moving party would be sufficient to sustain a judgment in his favor and his opponent does not show facts sufficient to present a triable issue of fact. (*Parker v. Twentieth Century-Fox Film Corp.* (1970) 3 Cal.3d 176, 181 (*Parker*).) The motion is not to be granted where any triable issue of material fact exists. (*Ibid.*) The affidavits of the moving party are strictly construed, and doubts as to the propriety of summary judgment should be resolved against granting the motion. (*Ibid.*) Reasonable inferences from the evidence must be drawn in the light most favorable to the opposing party. (*Syngenta Crop Protection, Inc. v. Helliker* (2006) 138 Cal.App.4th 1135, 1155.)

Affidavits, declarations, admissions, answers to interrogatories, depositions, and matters judicially noticed may all support a motion for summary adjudication, provided

they contain admissible evidence. (Code Civ. Proc., § 437c, subds. (b)(1), (d), (f)(2).) Allegations in a party's own pleadings may not satisfy deficiencies in evidence. (Code Civ. Proc., § 437c, subd. (p).) Allegations in an opposing party's pleadings may be considered evidence, however. (*Parker, supra*, 3 Cal.3d at p. 181.)

A plaintiff's summary judgment motion in particular meets his burden of showing there is no defense to his cause(s) of action if the plaintiff proves each element of the cause(s) of action. (Code Civ. Proc., §437c, subd. (p)(1).)

**Analysis.** The elements of a cause of action for breach of contract are (1) the existence of a valid contract, (2) the plaintiff's performance or excuse for nonperformance, (3) breach, and (4) damages. (*Stockton Mortgage, Inc. v. Tope* (2014) 233 Cal.App.4th 437, 447.)

The elements of a claim for an open book account are: (1) the plaintiff and defendant had financial transactions, (2) the plaintiff kept an account of the debits and credits involved in the transactions, (3) the defendant owes the plaintiff money on the account, and (4) the amount of money that the defendant owes the plaintiff. (*State Compensation Insurance Fund v. ReadyLink Healthcare, Inc.* (2020) 50 Cal.App.5th 422, 449.) The elements of a claim for common counts and/or account stated are: (1) previous transactions between the parties establishing the relationship of debtor and creditor, (2) an agreement between the parties, express or implied, on the amount due from the debtor or creditor, and (3) a promise by the debtor, express or implied, to pay the amount due. (*Zinn v. Fred R. Bright Co.* (1969) 271 Cal.App.2d 597, 600.)

Regarding breach of contract Plaintiff establishes that the parties had a contract whereby the parties agreed Plaintiff would extend credit to Defendant in connection with a credit card and in exchange for repayment with interest and fees. (Plaintiff's Undisputed Material Facts ("UMF") #1-3, 5-6.) Plaintiff establishes its performance under the contract in that it advanced money or credit to Defendant for purchases with a credit card. (UMF #1-3.) Plaintiff establishes Defendant's breach of the agreement to repay, as well as Plaintiff's damages, in that Defendant incurred charges on the credit agreement but has failed to make contractually obligated regular payments on the credit advanced and still owes \$10,685.42. (UMF #5, 11, 13.) Plaintiff has proven the elements of its breach of contract cause of action. Defendant raises no triable issues of material fact in response as Defendant has filed no opposition.

Regarding common counts (in the forms of account stated, open book account, and money lent and paid) Plaintiff establishes previous financial transactions creating a creditor-debtor relationship between Plaintiff and Defendant where Plaintiff shows that Defendant entered into a credit card agreement with Plaintiff whereby Defendant agreed to repay amounts advanced through the agreement, plus interest, and Plaintiff in fact advanced amounts to Defendant through the agreement. (UMF #1-3, 5.) Plaintiff has shown its performance under the contract by advancing money to Defendant. (UMF #1-3.) Plaintiff has shown that it kept records of the credits and debits of its transactions with Defendant in the regular course of business. (UMF #7.) These records and the

credit card agreement itself show an agreement between the parties on the amount owed and a promise from Defendant to pay the amount due. Plaintiff has established that Defendant owes Plaintiff money on the account. (UMF #13.) Plaintiff has established its damages in the form of the amount Defendant owes. (UMF #13.) The same evidence establishes money paid and lent in that Plaintiff has loaned Defendant money and not received full repayment. Plaintiff has proven the elements of all subparts of its common counts cause of action. Defendant raises no triable issues of material fact in response as Defendant has filed no opposition.

**Conclusion.** Plaintiff's unopposed motion for summary judgment is granted.

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**JPMORGAN CHASE BANK N.A. vs. SIMI RAPACON**  
**Case No. CL24-06919**

Motion to Deem Matters Admitted

TENTATIVE RULING

Plaintiff's motion that matters in their first request for admissions served on January 7, 2025 be deemed admitted as defendant has failed to respond or answer the admissions is granted. The Court will sign the proposed order submitted by Plaintiff.

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**KIRANJIT DHUGGA vs. PARMINDER CHAHAL; ET AL.**  
**Case No. FCS056203**

Defendants' Motion for Leave to File Cross-Complaint

TENTATIVE RULING

Defendants PARMINDER SINGH CHAHAL, ASIMUDDIN SYED, AP FOODS, INC. move for leave to file a cross-complaint seeking indemnity against Cross-Defendant AMRIK BOLA ("BOLA").

Code of Civil Procedure section 428.10, subdivision (a) permits a party against whom a cause of action has been asserted in a complaint to file a cross-complaint against the initially complaining parties; subdivision (b) of the same permits a party to file a cross-complaint against a new party if the cause of action "arises out of the same transaction, occurrence, or series of transactions or occurrences as the case brought against him" or "asserts a claim, right, or interest in the property or controversy which is the subject of the cause brought against him."

Defendants add a new party and so seek to file a permissive cross-complaint. The interests of justice support their cross-complaint here because their allegations against

BOLA indicate that his involvement in negotiation and performance of a contract between Plaintiffs and Defendants will be central to deciding the facts of this case.

Defendants' motion is granted. Defendants' cross-complaint is to be filed within ten days of the date of this order.

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Department 7 is inviting you to a scheduled ZoomGov meeting.  
Join ZoomGov Meeting

<https://solano-courts-ca-gov.zoomgov.com/j/1611554664?pwd=T3U4QIBGWWNWaGlhXJTcGxIVHRXZz09>

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**Passcode: 818575**

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