

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF VENTURA**

**Tentative Ruling**

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**2025CLCL051982: WELLS FARGO BANK, N.A. vs JOHN W DONOVAN JR  
06/18/2026 in Department 43  
Motion for Summary Judgment**

The morning calendar in courtroom 43 will normally begin at 8:45. Please arrive for your hearing no later than 8:30 a.m. The door will be opened before the calendar is called.

The Court allows appearances by CourtCall and Zoom. Refer to the Courtroom 43 webpage for more information about remote appearances. If appearing by CourtCall, call in no later than 8:30 a.m. If you wish to appear by CourtCall, you must make arrangements with CourtCall by 4:00 p.m. the court day before your scheduled hearing. Requests for approval of a CourtCall appearance made on the morning of the hearing will not be granted. No exceptions will be made.

For Zoom appearances, all counsel appearing by Zoom must email the court at Courtroom43@ventura.courts.ca.gov with a simultaneous copy to all other counsel/self-represented parties no later than 3:00 p.m. the court day before the hearing. INCLUDE THE PHRASE "ZOOM APPEARANCE ON (DATE OF HEARING)" IN THE SUBJECT LINE OF YOUR EMAIL. The email must identify the person who will make the appearance. You will receive the login information for your appearance in reply to your email. If appearing by Zoom, log into the hearing no later than 8:30 a.m. The Court will transfer you to the meeting room when your matter is called. Additional instructions can be found on the Courtroom 43 webpage. When you log in to Zoom, be sure that your name and the case name are used as your Zoom name. IF YOU DO NOT FOLLOW ALL OF THESE INSTRUCTIONS, YOU WILL NOT BE PERMITTED TO APPEAR BY ZOOM AT THE HEARING.

With respect to the tentative ruling below, no notice of intent to appear is required. If you wish to submit on the tentative ruling you can fax notice to Judge Coats's secretary, Ms. Brantner at 805-477-8790, stating that you submit on the tentative. Or you may email Courtroom43@ventura.courts.ca.gov with all counsel copied on the email. Do not call in lieu of sending a fax or email. If you submit on the tentative without appearing and the opposing party appears, the hearing will be conducted in your absence. If you are the moving party and do not advise the Court that you submit on the tentative, or you do not appear at the hearing, the Court may deny your motion irrespective of the tentative.

Unless stated otherwise at the hearing, if a formal order is required but not signed at the hearing, the prevailing party shall prepare a proposed order and comply with CRC 3.1312 subdivisions (a), (b), (d) and (e). The signed order shall be served on all parties and a proof of service filed with the court. A "notice of ruling" in lieu of this procedure is not authorized.

**Motion:** Plaintiff's Motion for Summary Judgment

**Tentative Ruling:** Plaintiff's unopposed Motion for Summary Judgment is GRANTED. The declaration of Chad J. Ray and Defendant's responses to the Plaintiff's requests for admission establish the required elements of Wells Fargo's causes of action.

Plaintiff's undisputed material facts 1 – 28 are undisputed and established.

It is undisputed that Defendant applied for and was issued a Wells Fargo credit card. Defendant accepted the agreement by using the Wells Fargo Credit Card. Pursuant to the terms of the Customer Agreement, Plaintiff would extend credit to Defendant whereby Defendant could charge goods, services or obtain cash advances on a credit line. □ In exchange, Defendant was to repay the principal amount lent plus applicable interest and finance charges. □ Defendant used the account and made payments, charges and incurred a balance. There is no record of any unresolved disputes on the account or active lawsuit against Wells Fargo Bank for unresolved disputes. Defendant's last payment on the account was on December 30, 2024, and no further payments were made thereafter by Defendant. □ Defendant was in default. □ The balance due on Defendant's account is \$17,626.33. □ As a result of the unpaid balance, Plaintiff has been damaged in this amount. □ □ □

These facts establish existence of a written contract between the parties, plaintiff's performance, defendant's breach and the resulting damages to plaintiff. □ Thus, all the required elements for a claim for breach of written contract have been shown and established by Plaintiff. □ □

Plaintiff is entitled to judgment against Defendant in the amount of \$17,626.33 plus recoverable costs in the amount of \$960.00 for a total judgment of \$18,586.63.

The Court will sign the proposed order and judgment.

Moving party is ordered to serve notice of the Court's ruling.