

JEFFERSON CAPITAL SYSTEMS, LLC v HIGH II

26CF15745

PLAINTIFF'S MOTION FOR JUDGMENT ON THE PLEADINGS

This is an action by Jefferson Capital Systems, LLC ("Plaintiff") against Cecil W. High II ("Defendant") for the collection of a credit card debt in the sum of \$11,963.78. Defendant's Answer admitted all the allegations of the Complaint and did not assert any affirmative defenses.

Now before the Court is Plaintiff's motion for judgment on the pleadings. Plaintiff's counsel made sufficient meet and confer attempts prior to filing the instant motion. Defendant has not filed any opposition to the motion.

I. Background

Defendant had a credit account issued by Plaintiff. Defendant received periodic statements regarding said credit account. As of March 17, 2023, Plaintiff owed a balance of \$11,963.78 on said credit account. Plaintiff has failed to make payments on the credit account since March 17, 2023. The last payment on the credit account was made within the three years immediately prior to the filing date of the complaint of March 24, 2026.

II. Legal Standard

A motion for judgment on the pleadings serves the same function as a demurrer but is made after the time for demurrer has expired. (Code Civ. Proc., § 438(c)(2); *Cloud v. Northrop Grumman Corp.* (1998) 67 Cal.App.4th 995, 999.) Except as provided by statute, the rules governing demurrers apply. (*Id.*) The court must accept as true the factual allegations of the complaint and must give them a liberal interpretation. (*Gerawan Farming, Inc., v. Lyons* (2000), 24 Cal. 4th 468, 515-516.) In addition to the pleadings, the court "may consider matters that may be judicially noticed, including a party's admissions or concessions which cannot reasonably be controverted." (*Pang v. Beverly Hospital, Inc.* (2000) 79 Cal.App.4th 986, 989-990.)

If the motion is granted in favor of the plaintiff, "it shall be based on the grounds that the complaint states facts sufficient to constitute a cause 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)(3)(a).)

III. Legal Analysis

Defendant had a credit account issued by Plaintiff. Defendant received periodic statements regarding said credit account. As of March 17, 2023, Defendant owed a balance of \$11,963.78 on said credit account. Defendant has failed to make payments on the credit account since March 17, 2023. The last payment on the credit account was made within the three years immediately prior to March 24, 2026, when the Complaint was filed.

A common count cause of action is used to allow a plaintiff to recover money that, under the circumstances, the defendant should be required to repay to avoid inequity. (*Rubenstein v. Fakheri* (2020) 49 Cal.App.5th 797, 809.) It “broadly applies ‘whenever one person has received money which belongs to another, and which in ‘equity and good conscience,’ or in other words, in justice and right, should be returned. (*Ibid* [citations omitted].) To state a cause of action for a common count plaintiff must only allege, 1) the statement of indebtedness in a certain sum, (2) the consideration, and (3) nonpayment. (*Farmers Ins. Exchange v. Zerin* (1997) 53 Cal.App.4th 445, 460.)

Here Plaintiffs have pled and proven Plaintiff and Defendant entered into a contract for a consumer credit card and that there is an indebtedness in the amount of \$11,963.78. Plaintiff provided credit and Defendant used that credit to make consumer purchases. However, Defendant stopped making payments towards the balance on the subject account and has an unpaid balance on his account.

Plaintiff has carried its burden of demonstrating evidence supporting all the elements of its common count claim and that there are no affirmative defenses available. Defendant has failed to oppose the motion and makes no argument on his own behalf and, in fact, in his answer admits all the allegations without raising any affirmative defenses.

III. Conclusion

Plaintiff’s motion for judgment on the pleadings is **GRANTED**.

The clerk shall provide notice of this ruling to the parties forthwith. The Court intends to sign the submitted (Proposed) Order and Judgment.