

**United States Bankruptcy Court  
Central District of California  
Riverside  
Magdalena Reyes Bordeaux, Presiding  
Courtroom 303 Calendar**

**Tuesday, January 7, 2025**

**Hearing Room 303**

11:00 AM

**6: -**

**Chapter**

**#0.00** Judge Reyes Bordeaux will hold hearings in person and remotely via Zoom.gov.

**In person Appearance Policies**

Parties may appear in person for hearings at United States Bankruptcy Court located at 3420 Twelfth Street, Riverside, CA 92501 in Courtroom 303. Parties appearing in person must wear face masks, practice social distancing, and comply with all applicable guidelines of the United States Bankruptcy Court, Central District of California, and any additional requirements required under California State Law at the time of the hearing. Please note that Judge Reyes Bordeaux will not be wearing a mask.

**Remote Appearance Policies**

Parties may also appear remotely for hearings using ZoomGov, which permits parties to appear by video or by telephone. Hearing participants and members of the public may use ZoomGov free of charge to connect to hearings before Judge Reyes Bordeaux. Video and audio connection information for hearing(s) on this calendar is listed below.

Individuals may use a personal computer (equipped with camera, microphone and speaker), or a mobile device (such as an iPhone) to appear by ZoomGov video and ZoomGov audio. Individuals may also use a telephone to appear by ZoomGov audio only (standard telephone charges may apply). A Zoom or ZoomGov account is not necessary to connect to the hearings and no pre-registration is required. The audio portion of each hearing will be recorded electronically by the Court and constitutes its official record.

A Zoom or ZoomGov account is not necessary to participate in the hearings and no pre-registration is required. The audio portion of each hearing will be recorded electronically by the Court and will constitute its official record.

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**Chapter**

**Video/audio web address: <https://cacb.zoomgov.com/s/1617286588>**

**ZoomGov Meeting ID Number: 161 728 6588**

**Meeting Passcode: 3032025**

**Telephone conference lines: 1 (669) 254 5252 or 1 (646) 828 7666**

For more information on appearing before Judge Reyes Bordeaux by ZoomGov, please see the information entitled "Procedures for Video & Telephonic Appearances" on the Court's website at: <https://www.cacb.uscourts.gov/judges/honorable-magdalena-reyes-bordeaux> under the tab "Phone/Video Appearances."

Docket 0

**Tentative Ruling:**

- NONE LISTED -

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**6:24-15196 Gilberto Roberto Fausto**

**Chapter 7**

**#1.00 United States Trustee's Motion for extend Dismissal and Discharge deadlines**

EH\_\_

Docket 14

**Tentative Ruling:**

1/7/2025

Appearances are REQUIRED.

You can appear at the hearing in person or remotely. **For ZoomGov instructions, please see Page 1 of this week's Tentative Rulings.**

<b>Party Information</b>
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**Debtor(s):**

Gilberto Roberto Fausto

Represented By  
Anthony Paul Diehl

**Movant(s):**

United States Trustee (RS)

Represented By  
Everett L Green

**Trustee(s):**

Arturo Cisneros (TR)

Pro Se

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**6:23-12456 Christine Diane Melendez**

**Chapter 7**

**#2.00** Chapter 7 Trustee's Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(B)(1)( and 363(F), Subject to Overbids, Combined with Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief

EH\_\_\_\_

Docket 37

**Tentative Ruling:**

1/7/2025

Having reviewed the *Motion to Sell Property of the Estate Free and Clear of Liens under Section 363(f) Chapter 7 Trustee's Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and 363(f), Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief; ("Motion", ECF Doc. 37; Declaration of Dale Davies in Support of Chapter 7 Trustee's Motion for Order; ECF Doc. 41; Declaration of Debra Davies in Support of Chapter 7 Trustee's Motion; ECF Doc. 42; Supplemental Declaration of Rochelle Davies in Support of Chapter 7 Trustee's Motion; ECF Doc. 43; and Creditor's New American Funding Non-Opposition to Chapter 7 Trustee's Motion for Sale of Property of the Estate; ECF doc. 44, and no opposition having been filed, the Court's tentative ruling is to GRANT Chapter 7 Trustee's Motion.*

Since Trustee has received notice of a proposed all-cash overbid, Trustee to conduct auction for sale of the Property as set forth in Trustee's proposed bidding procedures approved by the Court.

APPEARANCES REQUIRED.

If you wish to be heard on this matter, you can appear at the hearing in person or

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**CONT... Christine Diane Melendez Chapter 7**  
remotely. **For ZoomGov instructions, please see Page 1 of this week's Tentative Rulings.**

<b>Party Information</b>
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**Debtor(s):**

Christine Diane Melendez

Represented By  
Daniel Moaddel

**Movant(s):**

Robert Whitmore (TR)

Represented By  
Robert P Goe  
Brandon J. Iskander

**Trustee(s):**

Robert Whitmore (TR)

Represented By  
Robert P Goe  
Brandon J. Iskander

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**6:24-15815 Melanie Dawn Earl Ruffin**

**Chapter 7**

**#3.00** Motion for Order Authorizing Debtor Examination and Production of Documents under Bankruptcy Rule 2004 with Creditor Merchants Acquisition Group, LLC

EH\_\_\_\_

Docket 12

**Tentative Ruling:**

Appearances are REQUIRED.

If you wish to be heard on this matter, you can appear at the hearing in person or remotely. **For ZoomGov instructions, please see Page 1 of this week's Tentative Rulings.**

<b>Party Information</b>
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**Debtor(s):**

Melanie Dawn Earl Ruffin

Represented By  
David H Chung

**Movant(s):**

Merchants Acquisition Group LLC

Represented By  
Richard W Snyder

**Trustee(s):**

Arturo Cisneros (TR)

Pro Se

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**6:23-14870 Juan Rogelio Tapia and Rosalia Tapia**

**Chapter 7**

**#4.00 Trustee's Final Report and Applications for Compensation**

EH\_\_

Docket 22

**Tentative Ruling:**

The Court's tentative ruling is to grant Chapter 7 Trustee's application for compensation.

No opposition has been filed. This application for compensation has been set for hearing on the notice required by LBR 2016-1(c)(4). Per Trustee's Final Report, the following administrative claims will be allowed:

<b>Trustee's Fees:</b>	<b>\$1,070.20</b>
<b>Trustee's Expenses:</b>	<b>\$60.63</b>

APPEARANCES WAIVED. Trustee shall prepare and upload a proposed order after the date and time of the hearing but no later than (7) seven days thereafter. See LBR 9021-1(b)(1)(B). If oral or written opposition is presented at the hearing, the hearing may be continued.

**Party Information**

**Debtor(s):**

Juan Rogelio Tapia

Represented By  
Timothy W Combs  
Chad L Butler

**Joint Debtor(s):**

Rosalia Tapia

Represented By  
Timothy W Combs

**Trustee(s):**

Larry D Simons (TR)

Pro Se

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6:24-10307 Conrad Roy Orr, Jr. and Meryl Ashley Orr

Chapter 7

#5.00 Trustee's Final Report and Applications for Compensation

EH\_\_

Docket 26

**Tentative Ruling:**

The Court's tentative ruling is to grant Chapter 7 Trustee's application for compensation.

No opposition has been filed. This application for compensation has been set for hearing on the notice required by LBR 2016-1(c)(4). Per Trustee's Final Report, the following administrative claims will be allowed:

<b>Trustee's Fees:</b>	<b>\$1,172.00</b>
<b>Trustee's Expenses:</b>	<b>\$53.96</b>

APPEARANCES WAIVED. Trustee shall prepare and upload a proposed order after the date and time of the hearing but no later than (7) seven days thereafter. See LBR 9021-1(b)(1)(B). If oral or written opposition is presented at the hearing, the hearing may be continued.

**Party Information**

**Debtor(s):**

Conrad Roy Orr Jr.

Represented By  
W. Derek May

**Joint Debtor(s):**

Meryl Ashley Orr

Represented By  
W. Derek May

**Trustee(s):**

Todd A. Frealy (TR)

Pro Se



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**6:24-13861 Felix Hernandez Sanchez**

**Chapter 7**

Adv#: 6:24-01078 Crisanto Sanchez v. Hernandez Sanchez et al

**#1.00** Status Conference re: Complaint by Maria America Crisanto Sanchez against Felix Hernandez Sanchez, Juana Maribel Crisanto-Sanchez. (d),(e)),(62 (Dischargeability - 523(a)(2), false pretenses, false representation, actual fraud)),(67 (Dischargeability - 523(a)(4), fraud as fiduciary, embezzlement, larceny)),(68 (Dischargeability - 523(a)(6), willful and malicious injury)),(65 (Dischargeability - other))(Alexander

EH\_\_\_

Docket 1

**Tentative Ruling:**

1/07/2025

The Court's tentative ruling is to provide parties additional time to conclude mediation efforts.

Status Conference will be continued to:  
**p.m.**

**March 25, 2025 @ 2:00**

Joint Status Report Due:

**March 11, 2025**

**Mediation Deadlines**

Plaintiff to file Request for Assignment to Mediation Program (Form 701): **January 21, 2025**

Plaintiff to file Order Assigning Matter to Mediation Program (Form 702): **January 28, 2025**

Deadline for Parties to Complete Mediation:  
**4, 2025**

**March**

Information about the bankruptcy court's free mediation program is available at

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**Felix Hernandez Sanchez**

**Chapter 7**

court's website at [www.cacb.uscourts.gov](http://www.cacb.uscourts.gov). The contact information for the mediation program coordinator is (213) 894-6092 and [Mediation\\_Program@cacb.uscourts.gov](mailto:Mediation_Program@cacb.uscourts.gov).

If parties are unable to file a joint status report, unilateral status reports by each party must be filed no later than seven (7) days prior to each continued status conference, unless otherwise ordered by the Court. Failure to complete necessary preparations to appear at a status conference including filing of a joint or unilateral status report could result in the imposition of sanctions— including dismissal of adversary proceeding under LBR 7016-1(f) or (g).

**Appearances are REQUIRED.**

<b>Party Information</b>
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**Debtor(s):**

Felix Hernandez Sanchez

Represented By  
Freddie V Vega

**Defendant(s):**

Felix Hernandez Sanchez

Represented By  
Freddie V Vega

Juana Maribel Crisanto-Sanchez

Represented By  
Freddie V Vega

**Joint Debtor(s):**

Juana Maribel Crisanto-Sanchez

Represented By  
Freddie V Vega

**Plaintiff(s):**

Maria America Crisanto Sanchez

Represented By  
Thomas M Alexander Jr

**Trustee(s):**

Todd A. Frealy (TR)

Pro Se

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**6:24-11905 Keith Jones, Jr**

**Chapter 7**

Adv#: 6:24-01055 Golden 1 Credit Union v. Jones, Jr

**#2.00** Plaintiff's Motion for Default Judgment under LBR 7055-1

EH\_\_\_\_

Docket 15

**Tentative Ruling:**

**1/7/2024**

After reviewing the *Complaint filed by Plaintiff Golden 1 Credit Union*, ECF Adv. Doc. 1; *Plaintiff's Request for Entry of Default Under Local Bankruptcy Rule 7055-1(a)*, ECF Adv. Doc. 7; *Plaintiff's Declaration in Support of Request for Entry of Default Under Local Bankruptcy Rule 7055-1*, ECF Adv. Doc. 8; *Notice That Clerk Has Entered Default Against Defendant(s) Keith Jones, Jr.*, ECF Adv. Doc. 9; and *Plaintiff's Motion for Default Judgment*, ECF Adv. Doc. 15, the Court's tentative is to GRANT in part Plaintiff's Motion for Default Judgment as to Plaintiff's claim under 11 U.S.C. § 523(a)(6).

However, Plaintiff's request for damages in the amount of \$120,729.85 and attorney fees in the amount of \$10,080.00 will need to be established at the prove-up hearing as "[c]onclusory declarations alone are insufficient to support the amount of damages in a default judgment." *See Rubicon Glob. Ventures, Inc. v. Chongqing Zongshen Grp. Imp./Exp. Corp.*, 630 Fed. App'x. 655, 658 (9th Cir. 2015).

Appearances are REQUIRED.

If you wish to be heard on this matter, you can appear at the hearing in person or remotely. **For ZoomGov instructions, please see Page 1 of this week's Tentative Rulings.**

**Procedural History**

Debtor Keith Jones, Jr. ("Debtor" or "Defendant") entered into two contracts with

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**CONT... Keith Jones, Jr**

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Plaintiff Golden 1 Credit Union ("Plaintiff").

On January 28, 2023, Keith Jones, Jr ("Debtor" or "Defendant") entered into a contract with Plaintiff Golden 1 Credit Union ("Plaintiff"), which was secured by a 2020 Tesla Model Y ("Vehicle 1"). Adv. ECF Doc. 15 at 11, 53. On January 30, 2023, Defendant entered into a second contract with Plaintiff, which was secured by a 2021 Tesla Model Y ("Vehicle 2"). *Id.* Defendant then defaulted by failing to make the required payments, by hiding the vehicles, and by failing to cooperate in a constructive manner with Plaintiff. *Id.* at 11–12, 53–59.

*Bankruptcy Case*

On April 11, 2024, Defendant filed a voluntary Chapter 7 bankruptcy petition. ECF BK Doc. 1. On July 22, 2024, an Order of Discharge was entered on this case. ECF BK Doc. 39.

**1. 2004 Examinations**

a. June 25, 2024: 2004 Examination

On June 25, 2024, Plaintiff filed an application for *Rule 2004 Examination of Debtor* ("2004 Exam"). ECF BK Doc. 34. On July 1, 2024, the Court granted the 2004 Exam. ECF BK Doc. 36. The 2004 Exam was set to take place on July 17, 2024. *Id.* Despite multiple communications with Defendant, Defendant did not provide the requested documents to Plaintiff, and Defendant also failed to appear at the 2004 Exam. ECF BK Doc. 15.

b. August 2, 2024: 2004 Examination

Since Defendant failed to appear at the June 25, 2024 2004 Exam, it was continued to August 2, 2024. ECF Adv. Doc. 15 at 49. Defendant appeared at the 2004 Exam. *Id.* However, despite multiple communications with Defendant, Defendant failed to provide Plaintiff the requested documents. *Id.*

c. August 19, 2024: 2004 Examination

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The 2004 Exam was continued again to August 19, 2024. *Id.* at 51. However, despite multiple communications with Defendant, Defendant failed to provide Plaintiff the requested documents, and Defendant also failed to appear at the third continued 2004 Exam. *Id.*

**2. Chapter 7 Discharge**

On July 31, 2024, the Chapter 7 Trustee filed a no-asset distribution report. ECF BK Doc. 41. On December 3, 2024, the bankruptcy case was closed. ECF BK Doc. 43.

*Adversary proceeding*

On July 15, 2024, Plaintiff filed an adversary proceeding against Defendant under 11 U.S.C. Section 523(a)(6). ECF Adv. Doc. 1. On July 18, 2024, Plaintiff served Defendant with a *Complaint to Determine Dischargeability of Debt* and *Summons and Notice of Status Conference in Adversary*. ECF Adv. Doc. 4. The deadline for Defendant to file an answer was August 15, 2024. Adv. ECF Doc. 2-1.

Defendant failed to file an answer by August 15, 2024, and to date has not filed an answer.

On September 17, 2024, Plaintiff filed a request for clerk to enter default under LBR 7055-1(a). ECF Adv. doc. 7. On September 17, 2024, the Clerk entered default against Defendant. ECF Adv. doc. 10. On October 15, 2024, a Plaintiff filed a Unilateral Status Report indicating Defendant had not filed an answer to complaint and that Plaintiff would be filing a Motion for Default Judgment. ECF Adv. 11.

On December 13, 2024, Plaintiff filed the Motion for Default Judgement ("Motion"). ECF Adv. Doc. 15.

**Legal Analysis**

*Factual Background*

Debtor entered into two contracts with Plaintiff. On January 28, 2023, Debtor executed and delivered, for value, a Closed-End Note, Disclosure, Consumer Loan

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and Security Agreement ("Contract 1"), which was secured by Vehicle 1. ECF Adv. Doc. 15 at 11, 53. On January 30, 2023, Debtor executed and delivered, for value, a second Closed-End Note, Disclosure, Consumer Loan and Security Agreement ("Contract 2") which was secured by Vehicle 2. *Id.* Debtor then defaulted on Contract 1 and Contract 2 ("Contracts") by not making the necessary payments. *Id.*

On or about May 23, 2024, Defendant contacted Plaintiff directly and informed Plaintiff that Vehicles were towed by the city. *Id.* On May 28, 2024, Plaintiff contacted the Murrieta Police Department and discovered this was not the case. After speaking with the Murrieta Police Department, Plaintiff confirmed that the Vehicles had not been towed by the city. *Id.*

On July 17, 2024, Defendant was scheduled to appear at a 2004 Exam. Despite multiple communications with Defendant, Defendant did not provide the requested documents and Defendant also failed to appear at the 2004 Exam. BK ECF Doc. 15. As such, the 2004 Exam was continued to August 2, 2024. ECF Adv. Doc. 15 at 49.

On or about June 24, 2024, Defendant then informed Plaintiff that Vehicle 1 was located at Town & Country Towing ("Towing Company") and that Vehicle 2 was located at a Body Shop in Chatsworth ("Body Shop"). ECF Adv. Doc. 15 at 12, 54. Plaintiff again discovered that this was not the case. After Plaintiff contacted the Towing Company and Body Shop, Plaintiff confirmed that neither the Towing Company nor the Body Shop had possession of the Vehicles. *Id.*

On August 2, 2024, Defendant appeared at the continued 2004 Exam. ECF Adv. Doc. 15 at 49, 52. At this 2004 Exam, Defendant altered his story regarding the location and condition of the Vehicles. *Id.* Defendant informed Plaintiff that Vehicles were now located at the Rodriguez Auto Repair Shop ("Auto Shop") and provided an address and a contact number. *Id.* When Plaintiff's counsel questioned Defendant regarding his knowledge of the Vehicles being located at the Auto Shop, Defendant claimed to have visited the location twice and personally seen the Vehicles in the backlot. *Id.* Defendant also claimed his friend, Tony Lewis, had seen the Vehicles there. *Id.* at 55.

Defendant also informed Plaintiff that Vehicle 1 was involved in an accident and

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**Keith Jones, Jr**

**Chapter 7**

deemed a total loss. *Id.* at 50. Defendant claimed that he was insured through Tesla but that his claims agent, Vivian Park, no longer worked for the company. Defendant then stated that a Ms. Pikes was now the agent, and that Defendant's Claim # was CL79224H7U1. *Id.* Defendant further stated that based on his communications with Ms. Pike, the insurance company was waiting on an estimate from the Rodriguez Auto Repair Shop ("Auto Shop). *Id.*

Moreover, with respect to Vehicle 2, Defendant had stated that the vehicle had been towed a total of five (5) times, including getting towed due to the removal of a custom electronic license plate. *Id.* at 56. Defendant further stated that in May 2024, the vehicle was vandalized by a former employee, rendering it undrivable. *Id.* Lastly, Defendant claimed there was an ongoing investigation, despite no report of this investigation being made available to Plaintiff. After Defendant took Vehicle 2 home, the Vehicle was repossessed for having no license plate. *Id.* After getting Vehicle 2 back, Defendant stated he had it voluntarily towed to the Auto Shop for repairs and claimed it was still there. *Id.*

When Plaintiff's repossession agent went to repossess Vehicles from the Auto Shop, the agent discovered that neither the Vehicles nor the alleged Repair Shop existed at the given location. *Id.* at 54. Rather, a business named Quality Auto Body Paint was located at the address provided by Defendant. Plaintiff's counsel attempted to call the phone number provided for the Auto Shop but received no response or business message. *Id.* Additionally, Plaintiff's counsel was unable to find the Auto Shop through an internet search. *Id.*

On August 19, 2024, Defendant failed to appear the at the third continued 2004 Exam, and Defendant failed to provide Plaintiff with the requested documents, despite multiple communications with between Plaintiff and Defendant. *Id.* at 51.

**Legal Analysis**

**1. *Default Judgment***

Fed. R. Civil P. 55(b), which is applicable in bankruptcy adversary proceeding pursuant to Fed. R. Bankr. P. 7055, allows a party to apply to the Bankruptcy Court for a default judgment where "a party against whom a judgment for affirmative relief

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is sought has failed to plead or otherwise defend," after the applicant has obtained the clerk's entry of default. Where a defendant has defaulted, the factual allegations in the complaint are deemed admitted by defendant and may be taken as true.

Moreover, the bankruptcy court has broad discretion to grant default judgment and will be upheld unless there was an abuse of this discretion. *Kubick v. FDIC (In re Kubick)*, 171 B.R. 658, 659 (B.A.P. 9th Cir. 1994); see *Alan Neuman Productions, Inc. v. Albright*, 862 F.2d 1388, 1392 (9th Cir. 1988), cert. denied, 493 U.S. 858, (1989) (citing *Hawaii Carpenters' Trust Funds v. Stone*, 794 F.2d 508, 511-12 (9th Cir. 1986); *Eitel v. McCool*, 782 F.2d 1470, 1471 (9th Cir. 1986).

To determine whether a default judgment should be entered the Court may consider:

- (1) possibility of prejudice to plaintiff,
- (2) merits of plaintiff's substantive claims,
- (3) sufficiency of the complaint,
- (4) sum of money at stake in the action,
- (5) possibility of a dispute concerning material facts,
- (6) whether default was due to excusable neglect, and
- (7) strong policy favoring decisions on the merits.

See *Eitel v. McCool*, 782 F.2d 1470, 1471-71 (9th Cir. 1986) citing, 6 Moore's *Federal Practice*, ¶ 550-05[2], at 55-24 to 55-26.

Courts often consider the second and third factors to be most important. *Vietnam Reform Party v. Viet Tran — Vietnam Reform Party*, 416 F. Supp. 3d 948, 961 (N.D. Cal. 2019) (citations omitted). The decision of whether to enter default judgment is discretionary and given lack of merit in substantive claims, there is no abuse of discretion in declining to enter default judgment in favor of plaintiff. See *Aldabe v. Aldabe*, 616 F.2d 1089, 1092-93 (9th Cir. 1980). With respect to a default judgment, **the general rule is that well-pled allegations in the complaint regarding liability are deemed true.** *Geddes v. United Fin. Group*, 559 F.2d 557, 560 (9th Cir.1977) (citing *Pope v. United States*, 323 U.S. 1, (1944) (emphasis added)). Courts are not required to make detailed findings of fact. *Adriana Int'l Corp. v. Thoeren*, 913 F.2d 1406, 1414 (9th Cir.1990).

**Plaintiff is Entitled to Default Judgment Pursuant to 11 U.S.C. § 523(a)(6)**



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1. Plaintiff's Claim Under 11 U.S.C. § 523(a)(6)

11 U.S.C. Section 523(a)(6) prevents a discharge of a debt "for willful and malicious injury by debtor to another entity or to the property of another entity." Willfulness and maliciousness must both be proven to prevent a discharge of debt under 11 U.S.C. [Section 523\(a\)\(6\)](#). See *Ormsby v. First American Title Co. (In re Ormsby)*, 591 F.3d 1199, 1206 (9th Cir. 2010). Reckless or negligent acts are not sufficient to establish liability under [Section 523\(a\)\(6\)](#). See *Kawaauhau v. Geiger*, 523 U.S. 57, 61 (1998).

*Willfulness*

A willful injury occurs only when debtor has a "subjective motive to inflict injury or when the debtor believes that injury is substantially certain to result from his own conduct." *Carrillo v. Su (In re Su)*, 290 F.3d 1140, 1142 (9th Cir. 2002). "[W]hen determining the debtor's intent under § 523(a)(6), there is a presumption that the debtor knows the natural consequences of his actions." *In re Adkins*, No. 2:17-AP-01223-BTB, 2019 WL 1070836, 7 (B.A.P. 9th Cir. Mar. 5, 2019) (citing *In re Ormsby*). Subjective intent may be gleaned from objective factors and circumstantial evidence which tends to establish what the debtor must have actually known when taking the injury-producing action. *Id.*

Plaintiff contends Defendant willfully caused injury to it by hiding and repeatedly providing false information regarding location of Vehicles, and therefore prevented Plaintiff from repossessing Vehicles after Defendant defaulted on contracts.

To date, Defendant has not filed an answer to Plaintiff's complaint or opposition to Plaintiff's Motion for Default Judgment.

Here, the facts demonstrate that Defendant intentionally sought to deprive Plaintiff of their property and was aware that injury is substantially certain to occur. Despite Plaintiff's numerous attempts to recover the Vehicles, Defendant sought to deprive Plaintiff of property by concealing location of Vehicles and misrepresenting the location of the Vehicles. As stated by the Ninth Circuit Court of Appeals, a "[d]ebtor is charged with the knowledge of the natural consequences of his actions." *In re Ormsby*, 591 F.3d at 1206. In this context, the natural consequences of depriving

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Plaintiff of property in which it has a security interest in, causes injury. Defendant is presumed to have knowledge of this injury.

As Defendant is presumed to know injury is substantially certain to result from his actions, the facts here demonstrate Defendant's actions constitute a willful injury to Plaintiff under § 523(a)(6).

*Maliciousness*

"A malicious injury involves (1) a wrongful act, (2) done intentionally, (3) which necessarily causes injury, and (4) is done without just cause or excuse." *Petralia v. Jercich (In re Jercich)*, 238 F.3d 1202, 1209 (9th Cir. 2001).

(1) Wrongful Act

Defendant's actions of repeatedly providing false information to Plaintiff regarding locations of Vehicles were wrongful.

Defendant first contacted Plaintiff and informed Plaintiff that the Vehicles were towed by the City of Murietta. However, Plaintiff discovered and confirmed Defendant's representation were untrue. When Plaintiff called the Murietta Police Department, Plaintiff discovered the Vehicles had, in fact, not been towed by the City of Murietta.

Defendant then informed Plaintiff that the Towing Company had towed Vehicle 1, and that Vehicle 2 was now located at the Body Shop. However, Plaintiff again discovered Defendant's representations were untrue. When Plaintiff called the Towing Company and the Body Shop, Plaintiff discovered that neither the Towing Company nor the Body Shop had possession of any of the Vehicles.

Additionally, during the 2004 Exam, Defendant claimed the Vehicles were at the Auto Shop and then provided Plaintiff an address and phone number for the Auto Shop. However, Plaintiff again discovered Defendant's representations were untrue. When Plaintiff's agent attempted to retrieve the Vehicles from the Auto Shop, Plaintiff's agent was unable to locate the Auto Shop as a different business existed at the address provided by Defendant. Furthermore, when Plaintiff's counsel called the phone number provided by Defendant, there was no answer or business message at this

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Defendant's actions, as discussed above, prevented Plaintiff from accessing property in which they have an interest. These actions of repeatedly providing false information to Plaintiff were wrongful.

(2) Intentional

Defendant's actions were intentional as Defendant deliberately misinformed Plaintiff as to the whereabouts and condition of the Vehicles. Here, Defendant misrepresented the location of the Vehicles on multiple occasions, such as claiming that Vehicles were towed by the city, then claiming they were towed by the Towing Company, and that Vehicle 1 was a total loss while Vehicle 2 was undrivable and was located at Auto Shop.

Notably, Plaintiff confirmed that Defendant's claims were untrue.

When Plaintiff contacted the Police Department, Plaintiff discovered that the city had not in fact towed the Vehicles. Similarly, when the Plaintiff reached out to the Towing Company, they learned that the Towing Company did not have the Vehicles. Additionally, upon investigating the Auto Shop where the Vehicles were allegedly located, Plaintiff discovered that the Auto Shop did not exist, and that the business located at that address did not have possession of the Vehicles.

Thus, the facts demonstrate Defendant's actions were deliberate attempts to mislead Plaintiff as to the location of the Vehicles, and not simply innocent mistakes or unintentional errors.

(3) Causation

Defendant's actions caused harm to Plaintiff. Plaintiff has expended both time and money in efforts to locate the Vehicles. As Vehicles generally lose value over time, Defendant's actions of hiding the Vehicles reduce the value of Plaintiff's secured assets, thus causing further injury.

(4) No Just Cause

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No just cause or excuse has been provided for Defendant's actions. Defendant has failed to file an answer or any response, offer any additional evidence, or give any explanation as to why Defendant misled Plaintiff regarding location and condition of their Vehicles.

As set forth above, the facts demonstrate that Defendant's actions against Plaintiff constitute malicious injury. Therefore, since Defendant's actions were willful and caused malicious injury to Plaintiff, Plaintiff's debt is excepted from discharge under 11 U.S.C Section 523(a)(6).

2. Plaintiff's Motion for Default Judgment

To determine whether Plaintiff's Motion for Default Judgment against Defendant should be granted, the Court may consider:

- (1) possibility of prejudice to plaintiff,
- (2) merits of plaintiff's substantive claims,
- (3) sufficiency of the complaint,
- (4) sum of money at stake in the action,
- (5) possibility of a dispute concerning material facts,
- (6) whether default was due to excusable neglect, and
- (7) strong policy favoring decisions on the merits.

*See Eitel v. McCool*, 782 F.2d 1470, 1471-71 (9th Cir. 1986) *citing*, 6 *Moore's Federal Practice*, ¶ 550-05[2], at 55-24 to 55-26.

The first *Eitel* factor favors default judgment, as allowing Defendant to receive discharge after willfully and maliciously injuring Plaintiff would be prejudicial to Plaintiff. Plaintiff would not be able to recover on the debts that it is owed.

The second and third of the *Eitel* factor favor default judgment because the record as explained above demonstrates the merits of Plaintiff's substantive claims. Also, the Complaint sufficiently explains the legal and factual basis for Plaintiff's grounds for relief.

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The fourth *Eitel* factor favors default judgment. This factor requires a "court [to] assess whether the recovery sought is proportional to the harm caused by [the] defendant's conduct." *Landstar Ranger, Inc. v. Parth Enters., Inc.*, 725 F. Supp. 2d 916, 921 (C.D. Cal. 2010) (citation omitted).

Here, as the damages requested, considering the value of the Vehicles and the effort expended by Plaintiff's counsel, are not "too large or unreasonable in relation to defendant's conduct," this factor favors default judgment. *See Machowski v. Lindley-Crocker Enters.*, 2021 U.S. Dist. LEXIS 36063, 6 (C.D. Cal. Feb. 25, 2021) (citation omitted).

The fifth *Eitel* factor is neutral as to entry of a default judgment, because while there is little doubt from Plaintiff's evidence that Defendant might have disputed the material facts as to whether his actions were intentional and willful, he has not chosen to do so here. This is evidenced from the fact that Defendant did not file an answer to the complaint. Additionally, Defendant's lack of cooperation is seen from his failure to appear at multiple 2004 Examinations, his failure to provide requested documents, and his failure to provide Plaintiff with accurate information about the location of the Vehicles.

The sixth *Eitel* factor also favors default judgment as there is nothing in the record showing that Defendants' default was due to excusable neglect.

The seventh *Eitel* factor favors entry of default judgment because, here, a decision on the merits is not possible as Defendant failed to respond or otherwise defend his position in this case.

Here, six of the seven *Eitel* factors favor default judgment on Plaintiff's § 523(a)(6) claim. As such, the Court will grant Plaintiff's Motion for Default Judgment.

**3. Damages**

Plaintiff is requesting damages in amount of \$120,729.85 and attorney's fees in the amount of \$10,080.00.

Generally, in a default "the factual allegations of the complaint...will be taken as true," except for those "relating to the amount of damages." *See Televideo Sys., Inc. v.*

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*Heidenthal*, 826 F.2d 915, 917-18(9th Cir. 1987) (emphasis the added). "**Conclusory declarations alone are insufficient** to support the amount of damages in a default judgment." *See Rubicon Glob. Ventures, Inc. v. Chongqing Zongshen Grp. Imp./Exp. Corp.*, 630 Fed. App'x. 655, 658 (9th Cir. 2015) (emphasis added). "It is well settled that a default judgment for money may not be entered without a hearing unless the amount claimed is a liquidated sum or capable of mathematical calculation." *Davis v. Fendler*, 650 F.2d 1154, 1161 (9th Cir. 1981).

Here, although Plaintiff submitted declarations supporting damages of \$120,729.85 amount and attorney fees of \$10,080.00, these are conclusory statements, and no evidence has been provided to support a mathematical calculation of damages. Thus, a prove-up hearing will need to be held.

Appearances are REQUIRED.

You can appear at the hearing in person or remotely. **For ZoomGov instructions, please see Page 1 of this week's Tentative Rulings.**

<b>Party Information</b>
--------------------------

**Debtor(s):**

Keith Jones Jr

Represented By  
James Patrick Doan

**Defendant(s):**

Keith Jones Jr

Pro Se

**Movant(s):**

Golden 1 Credit Union

Represented By  
Reilly D Wilkinson

**Plaintiff(s):**

Golden 1 Credit Union

Represented By  
Reilly D Wilkinson

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**CONT... Keith Jones, Jr**

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**Trustee(s):**

Charles W Daff (TR)

Pro Se

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**6:24-11905 Keith Jones, Jr**

**Chapter 7**

Adv#: 6:24-01055 Golden 1 Credit Union v. Jones, Jr

**#3.00** CONT Status Conference re: Complaint by Golden 1 Credit Union against Keith Jones Jr., Nature of Suit: Dischargeability - 523(a)(6) re: willful and malicious injury

From: 10/22/24, 10/28/24, 12/16/24, 12/23/24

EH\_\_\_

Docket 1

**Tentative Ruling:**

1/07/2025

Appearances are REQUIRED.

You can appear at the hearing in person or remotely. **For ZoomGov instructions, please see Page 1 of this week's Tentative Rulings.**

**Party Information**

**Debtor(s):**

Keith Jones Jr

Represented By  
James Patrick Doan

**Defendant(s):**

Keith Jones Jr

Pro Se

**Plaintiff(s):**

Golden 1 Credit Union

Represented By  
Reilly D Wilkinson

**Trustee(s):**

Charles W Daff (TR)

Pro Se



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6:23-12360 Claire Marie Conniry

Chapter 7

#4.00 CONT Debtor's Motion to compel trustee to abandon interest in property of estate

From: 10/1/24, 10/11/24, 10/28/24

EH\_\_\_

Docket 18

\*\*\* VACATED \*\*\* REASON: CONTINUED TO 2/4/25 AT 2:00 P.M.

**Tentative Ruling:**

- NONE LISTED -

**Party Information**

**Debtor(s):**

Claire Marie Conniry

Represented By  
Jenny L Doling

**Movant(s):**

Claire Marie Conniry

Represented By  
Jenny L Doling  
Jenny L Doling

**Trustee(s):**

Larry D Simons (TR)

Pro Se

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**6:23-12360 Claire Marie Conniry**

**Chapter 7**

Adv#: 6:24-01056 Simons (TR) v. Nationwide Life Insurance Company et al

**#5.00** CONT Status Conference re: Complaint by Larry D Simons (TR) against Nationwide Life Insurance Company, Nature of Suit: (11 (Recovery of money/property - 542 turnover of property))

From: 10/22/24, 10/28/24

EH\_\_\_\_\_

Docket 1

**\*\*\* VACATED \*\*\* REASON: CONTINUED TO 2/4/25 AT 2:00 P.M.**

**Tentative Ruling:**

- NONE LISTED -

<b>Party Information</b>
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**Debtor(s):**

Claire Marie Conniry

Represented By  
Jenny L Doling

**Defendant(s):**

Nationwide Life Insurance Company

Pro Se

Claire Marie Conniry

Represented By  
Jenny L Doling

**Plaintiff(s):**

Larry D Simons (TR)

Pro Se

**Trustee(s):**

Larry D Simons (TR)

Pro Se