Order Entered on
September 14, 2026
by Clerk U.S. Bankruptcy Court
Southern District of California

NOT FOR PUBLICATION

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA

In re:	Bk. Case No. 26-03102-JBM11
CASHCALL, INC.,	**MEMORANDUM DECISION RE DEBTOR'S MOTION TO OBTAIN POSTPETITION FINANCING**
Debtor-in-Possession.	Date: August 26, 2026 Time: 11:00 a.m. Judge: Hon. J. Barrett Marum

INTRODUCTION

Debtor-in-possession CashCall, Inc. promptly filed first day motions in its chapter 11 case, including a motion seeking authorization, on an interim and a final basis, to enter into a post-petition DIP financing agreement with an insider entity that shared common ownership with the Debtor. The Court granted interim relief, conditioned on the insider/DIP lender's temporary removal of the provision in the financing term sheet that granted it a lien on the Debtor's avoidance actions.

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After hearing extensive arguments from opposing parties at a final hearing, the Court conditionally granted the DIP Financing Motion on a final basis, contingent on several modifications to the financing agreement that the Debtor and the DIP lender agreed to make on the record. The Debtor subsequently filed a modified agreement executed by the Debtor and the DIP lender and the Court entered an order approving the DIP financing with the modifications. This decision follows to provide the Court's reasoning for approving the DIP financing, notwithstanding that the DIP lender is an insider entity.

BACKGROUND

The Debtor filed a chapter 11 petition on July 20, 2026. It is a "California corporation that makes unsecured, high-interest loans to consumers." *Consumer Fin. Prot. Bureau v. CashCall, Inc.*, 135 F.4th 683, 687 (9th Cir. 2025), *cert. denied*, 146 S. Ct. 1779 (2026). Until recently, its sole shareholder, director, and Chief Executive Officer/President was J. Paul Reddam. At the time of petition, the Debtor was no longer actively engaged in making loans and it had no employees. The Debtor continues to collect receivables from its outstanding loan portfolio and scheduled accounts receivable in the amount of $4,477,289.56, of which it noted $74,636.00 as doubtful or uncollectible. ECF Nos. 73 at 9; 124 at 4.

The Debtor's chapter 11 petition came on the heels of an adverse ruling on the Debtor's and Reddam's motion for summary judgment in a fraudulent transfer action pending in Orange County Superior Court, issued 10 days prior to the petition date. But prior to that, two significant judgments had been entered against the Debtor. The first, a district court judgment entered in favor of the Consumer Financial Protection Bureau ("CFPB") and against the Debtor and Reddam, among others, jointly and severally, in the amount of $134,058,600 in restitution and $22,992,378 in civil penalty, plus post-judgment interest; according to the CFPB, the Debtor

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owes approximately $182,050,978 on its judgment. The second, a state court judgment entered in favor of a class represented by Eduardo De La Torre and against the Debtor, in the amount of $245 million. Both judgments have been affirmed on appeal and are now final. Based on post-judgment interest, the total amount of these two judgments is $402,566,367 according to the Debtor's schedules. *See* ECF Nos. 73 at 14; 124 at 10.

The CFPB subsequently obtained a security interest in a pledged account apparently belonging to Absolutely Zero Corporation, an entity solely owned by Reddam. Incidentally, Absolutely Zero is also the DIP lender. The CFPB also obtained deeds of trust against real properties appraised in 2023 for a total value of $40.7 million. According to the CFPB, the pledged account currently holds approximately $144 million in assets. The CFPB's judgment, thus, is almost entirely secured, although the Debtor and Reddam have continued to challenge the CFPB's enforcement of the judgment in district court, following the Ninth Circuit's affirmance of the judgment, and the Supreme Court's denial of certiorari earlier this year.[1]

The class representative on the state court judgment, De La Torre, filed the fraudulent transfer action in Orange County Superior Court, seeking to recover a $45 million dollar distribution that the Debtor made to Reddam in October 2021, days before the closing arguments in the state court class action, according to De La Torre. The fraudulent transfer action in Orange County was set for trial next month, which is now stayed given the bankruptcy filing.

On the date of chapter 11 petition, the Debtor filed the First Day Motion for Interim and Final Orders to Obtain Postpetition Financing and Use Cash Collateral, and Grant Adequate Protection ("DIP Financing Motion"), which the Court heard on shortened time on July 24, 2026.

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[1] On September 11, 2026, the district court denied the Debtor's and Reddam's requests for relief from the judgment pursuant to Federal Rule of Civil Procedure 60(b)(5) and (b)(6). *See Consumer Fin. Prot. Bureau v. CashCall, Inc., et al.*, 2:15-cv-07522-JFW (C.D. Cal.) at ECF No. 436.

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Among other things, the Debtor sought approval of a financing agreement with Absolutely Zero for a revolving credit facility in the aggregate principal amount of $3,995,000. In exchange, the Debtor proposed to grant liens to Absolutely Zero on various collateral, including "all avoidance actions brought pursuant to Chapter 5 of the Bankruptcy Code or applicable state law equivalents, together with any proceeds thereof."

The Debtor's petition, first day motions, and declarations filed in support of those motions referenced a Chief Restructuring Officer ("CRO"), Leslie Gladstone, who signed the petition on the Debtor's behalf, and an independent director, Craig Jalbert. The Debtor established a special committee of the board, which according to the Debtor, had the sole and exclusive responsibility for all matters concerning any insider or related parties. The Debtor identified Jalbert as the sole member of the special committee.

At the interim hearing, the Court concluded that it would grant the Debtor's request on an interim basis but only up to $300,000 (the Debtor's estimated expenses for one month) and without a lien on the Debtor's Chapter 5 claims, which Absolutely Zero agreed to forgo for purposes of the interim financing. The Debtor noticed the matter for final hearing; the United States Trustee, the CFPB, and De La Torre all timely opposed. ECF Nos. 51, 52, 56. Prior to the final hearing, the Court issued a tentative ruling, which highlighted the Court's various concerns with the proposed DIP financing agreement. *See* ECF No. 83.

At the final hearing, the Court heard extensive argument from the Debtor and the opposing parties. The proposed CRO was also sworn in and examined by the parties. The proposed CRO testified about her involvement in the negotiations of the revised DIP financing agreement.

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The Debtor represented to the Court that it and Absolutely Zero had agreed to make changes to the DIP Financing Motion, including that Absolutely Zero would forgo any lien on the Debtor's Chapter 5 claims. And that on his own volition, Reddam agreed to resign as a director on the board and as an officer of the Debtor. Based on these representations, the Court granted the DIP Financing Motion on a final basis, subject to the revisions stated on the record. The Court further directed the Debtor to file certain documents, including a revised version of the DIP financing agreement and Reddam's resignation letter.

Two days later, the Debtor filed clean and redlined versions of the revised DIP financing agreement and the Notice of Reddam's resignation. ECF Nos. 98-100. That same day, the Court issued an order highlighting an additional change required for the agreement to be consistent with the Debtor's representations at the final hearing: that Absolutely Zero would be required to seek authorization from the Court prior to exercising any remedies following a default under the revised DIP financing agreement. The Debtor filed a second revised copy of the revised agreement with the change.

Based on these changes, the Court issued a modified order granting the DIP Financing Motion and indicated therein that it would separately issue this memorandum decision explaining its rationale for approving the agreement.

ANALYSIS

Section 364(c) provides that if a trustee – or a chapter 11 debtor-in-possession pursuant to § 1107, as is the case here – "is unable to obtain unsecured credit" as a statutory administrative expense, after notice and a hearing, the court may authorize the debtor-in-possession to obtain credit or incur debt subject to: (1) priority over other administrative expenses under §§ 503(b) or 507(b); (2) a lien on estate property; or (3) a junior lien on estate property already subject to a

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lien. 11 U.S.C. § 364(c)(1)-(3). Although stated in the disjunctive in the statute, a debtor-in-possession may pursue post-petition financing subject to all three provisions of § 364(c)(1)-(3). *See* 3 *Collier on Bankruptcy* ¶ 364.04[1] (Richard Levin & Henry J. Sommer, eds., 16th ed. rev. 2026).

There is little case law within the Ninth Circuit, at the BAP or circuit level, which provides a framework for the bankruptcy court's evaluation of proposed DIP financing under § 364(c). *Cf. In re Harbin*, 486 F.3d 510, 523 (9th Cir. 2007) (identifying four factors "that the bankruptcy court should consider in determining whether to exercise its equitable discretion to grant *nunc pro tunc* approval of" § 364(c)(2) DIP financing); *In re Fleetwood Enters., Inc.*, 471 B.R. 319 (9th Cir. BAP 2012) (bankruptcy court is not required to make a § 503(b)(1)(A) finding to approve DIP financing under § 364(c)(1)). As relevant to a situation, like here, that does not involve *nunc pro tunc* relief, *Harbin* instructs that the bankruptcy court should consider as one factor "whether the financing transaction benefits the bankruptcy estate . . . ." 486 F.3d at 523.

Other courts outside of the circuit have applied a four-factor test, "some of which overlap with the statutory elements of [§] 364(d)." *In re Clouter Creek Rsrv. LLC*, 669 B.R. 764, 781 (Bankr. D.S.C. 2025). These four factors, first "articulated in *In re Western Pacific Airlines, Inc.*, 223 B.R. 567, 572 (Bankr. D. Colo. 1997)," set forth the standard "under which a debtor-in-possession seeking approval of financing under § 364(c) and/or (d) has the burden to prove: (1) the proposed financing is an exercise of sound and reasonable business judgment; (2) no alternative financing is available on any other basis; (3) financing is in the best interests of the estate and its creditors; and (4) no better offers, bids, or timely proposals are before the court." *In re Clouter Creek Rsrv. LLC*, 669 B.R. at 781 (collecting cases).

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In the absence of other Ninth Circuit authority, the Court adopts these factors in its consideration of the Debtor's request to approve the DIP financing, which dovetails neatly with the *Harbin* factor regarding benefit to the estate.

A. The proposed DIP financing is an insider transaction and thus subject to a heightened scrutiny.

Where the proposed DIP financing is an insider transaction, as is the case here, the first factor is supplanted by a heightened scrutiny analysis. Although not imposed directly by statute, bankruptcy courts regularly apply a heightened scrutiny standard to insider transactions they approve pursuant to other provisions of the Bankruptcy Code. This includes § 363 sales, *see In re Alaska Fishing Adventure*, LLC, 594 B.R. 883, 887 (Bankr. Alaska 2018) ("Sales to an insider are subject to heightened scrutiny.") (internal citation omitted); *In re Roussos*, 541 B.R. 721, 730 (Bankr. C.D. Cal. 2015) ("[I]nsider sales are subject to heightened scrutiny to the fairness of the value provided by the sale and the good faith of the parties in executing the transaction.") (internal citation and quotation marks omitted), as well as settlements and compromises, *see In Re Databaseusa.com LLC*, 2022 WL 1137877, at *4 (D. Nev. Apr. 15, 2022) ("[I]nsider dealings with a debtor are subjected to rigorous scrutiny.") (internal citation omitted); *In re Astria Health*, 623 B.R. 793, 801 (Bankr. E.D. Wash. 2021) ("Heightened scrutiny is warranted when an insider benefits from a compromise or release that a debtor in possession proposes on behalf of its bankruptcy estate.") (internal citation omitted), and proofs of claim filed by a corporate debtor's insider provided for by the confirmed chapter 11 plan, *see In re Marquam Inv. Corp.*, 942 F.2d 1462, 1465-66 (9th Cir. 1991).

The heightened scrutiny analysis for insider transactions in bankruptcy was borne long ago from the Supreme Court's decision in *Pepper v. Litton*, 308 U.S. 295 (1939). There, the district court disallowed/subordinated an insider claim in bankruptcy, which arose from a pre-

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petition state court judgment entered in favor of the corporate debtor's controlling stockholder (Litton) based on allegations of earnings owed Litton. *Id*. at 297. The state court judgment in Litton's favor was entered during the pendency of a different state court action that Pepper was litigating against Litton and the corporate debtor. *Id*. In anticipation of an adverse judgment, Litton had caused the corporate debtor to take other actions to derail Pepper's efforts against Litton and the corporate debtor, which included causing the corporate debtor to file bankruptcy. *Id*. at 298.

On appeal, the Supreme Court reversed the court of appeal and concluded that the district court correctly disallowed or subordinated the Litton judgment in the corporate debtor's bankruptcy. *Id*. at 302. In doing so, the Supreme Court first observed that the "Courts of bankruptcy" were, in effect, a "court of equity at least in the sense that in the exercise of the jurisdiction conferred upon it by the [law], it applie[d] the principles and rules of equity jurisprudence." *Id*. at 304 (internal citation omitted). Against this backdrop, equitable remedies available in bankruptcy had "been invoked to the end that fraud will not prevail, that substance will not give way to form, that technical considerations will not prevent substantial justice from being done." *Id*. at 305.

The Supreme Court noted that the bankruptcy court's equitable powers also encompassed review of insider claims in bankruptcy and that "disallowance or subordination [of insider claims] may be necessitated by certain cardinal principles of equity jurisprudence." 308 U.S. at 306. It noted that, as corporate fiduciaries, the dealings of a director, controlling stockholder, or group of stockholders with a corporate debtor were "subjected to rigorous scrutiny and where any of their contracts or engagements with the corporation is challenged the burden is on the director or stockholder not only to prove the good faith of the transaction but

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also to show its inherent fairness from the viewpoint of the corporation and those interested therein." *Id*.

"The essence of the test is whether or not under all the circumstances the transaction carries the earmarks of an arm's length bargain. If it does not, equity will set it aside." 308 U.S. at 306–07 (internal citation omitted). In the context of bankruptcy, then, the fiduciary obligation, now enforced by the debtor-in-possession for a corporate chapter 11 debtor, is an obligation "designed for the protection of the entire community of interests in the corporation—creditors as well as stockholders." *Id*. at 307 (internal citation omitted). Although equitable subordination is now codified in § 510(c), the Supreme Court's broad guidance regarding insider transactions generally remains relevant.

Here, the Debtor initially asserted that its proposed agreement with Absolutely Zero was entitled to deference based on the Debtor's business judgment. In response to opposition from both the United States Trustee and the CFPB on this point, the Debtor correctly pivoted and conceded that where the proposed DIP lender is an insider, the "business judgment deference does not apply." *See In re SPAC Recovery Co.*, 676 B.R. 260, 273 (Bankr. S.D.N.Y. 2026). The Debtor then urged the Court to adopt the test articulated in *SPAC* for assessing whether it could approve the proposed loan.

In *SPAC*, after concluding that business judgment deference was unavailable to the debtor on its request for DIP financing with an insider lender, the bankruptcy court then determined that the debtor's "proposed DIP transaction must [instead] withstand entire fairness review—the most onerous standard under Delaware law—which requires proof that the transaction was the product of both fair dealing and fair price." *In re SPAC Recovery Co.*, 676 B.R. at 273 (internal citation and quotation marks omitted). Under this standard, and relying in

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part on Delaware state law, the bankruptcy court concluded that the debtor and the proposed DIP lender – as "conflicted fiduciaries" – bore the burden "to demonstrate that the transaction as a whole is 'objectively fair' on both procedural and substantive grounds." *Id*.

The Court is not persuaded that *SPAC* provides a wholesale framework for approval of the Debtor's proposed DIP loan, given that the *SPAC* court's analysis applied Delaware state law to a Delaware corporate debtor; in particular, the "entire fairness" standard for transactions involving potential fiduciary self-dealing. The Debtor here is a California corporation. And California applies the common law doctrine of "inherent fairness," which, in turn, stems directly from the test articulated in *Pepper v. Litton*. *See Jones v. H. F. Ahmanson & Co.*, 1 Cal. 3d 93, 108-09 (1969) (citing *Remillard Brick Co. v. Remillard-Dandini Co.*, 109 Cal. App. 2d 405, 420-21 (1952), quoting *Pepper v. Litton,* 308 U.S. 295)); *see also* CAL. CORP. CODE § 310 (codifying the requirements for interested-director transactions with a corporation, including proof of fairness required in the absence of disinterested board or shareholder approval of the transaction); C. Hugh Friedman, *et al*., *Cal. Practice Guide: Corporations* (The Rutter Group 2025) Ch. 6-E ¶ 6:285, et seq. Controlling Delaware law on heightened scrutiny regarding potential fiduciary self-dealing, in contrast, is subject to a standard of "entire fairness." *See*, *e.g.*, *In re Match Grp., Inc. Derivative Litig.*, 315 A.3d 446, 460 (Del. 2024). Although both standards reference fairness, there are in fact differences between the standards in terms of scope and application, among other things.

Under the longstanding decision in *Pepper v. Litton*, the test for an insider transaction is whether based on the totality of the circumstances, "the transaction carries the earmarks of an arm's length bargain." 308 U.S. at 306-07. Where an insider's "contracts or engagements with the corporation is challenged the burden is on the director or stockholder not only to prove the

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good faith of the transaction but also to show its **inherent fairness from the viewpoint of the corporation and those interested therein**." *Id.* at 306 (emphasis added).

Here, the Court concludes that the revised DIP financing agreement encapsulates terms inherently fair to the Debtor and its creditors. As the Debtor represented to the Court at the interim hearing, Absolutely Zero agreed to material concessions on the terms of the DIP financing. The Debtor also agreed to changes in its corporate governance.

Among those changes was that Absolutely Zero agreed to forgo a lien on all avoidance actions under Chapter 5 of the Bankruptcy Code, which in practical effect encompasses the Debtor's claims relating to the $45 million dollar shareholder distribution to Reddam. Equally important, Reddam agreed to resign as a director and an officer of the Debtor effective immediately. This was evidenced by the Debtor's subsequent notice of withdrawal filed in the bankruptcy case, which attached Reddam's resignation letter, signed and dated August 28, 2026. ECF No. 98-1. Reddam's resignation letter states that Reddam will not utilize his ownership shares in the Debtor, or any other rights related to the Debtor, to appoint any other directors and/or officers other than the existing appointments of the independent director and the proposed CRO, and that Reddam will have no further involvement in the Debtor's ongoing operational and/or litigation decisions. *Id.*

In addition, the revised DIP financing agreement modified the maturity date of the DIP loan to December 31, 2027, as opposed to the end of this calendar year, and thus addressed the Court's concern with a maturity date that triggers premature termination of the agreement. The parties also included a provision in the revised DIP financing agreement, consistent with the Debtor's representations at the final hearing, requiring Absolutely Zero to seek prior approval of

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the Court before it exercises any remedy or remedies against the Debtor based on a default under the DIP financing agreement.

Finally, the Court notes that the DIP financing agreement, in effect, provides the Debtor with an interest-free loan to the extent that the Debtor repays any portion of the balance owing on the DIP loan from the proceeds of the recovery obtained in connection with the fraudulent transfer action in Orange County Superior Court.

Based on the foregoing, particularly that the Debtor is now operated by an independent CRO and its decisions are directed by an independent director, the Court believes that the revised DIP financing agreement is the result of good faith negotiation and inherently fair to the Debtor, the bankruptcy estate, and the Debtor's creditors.

To the extent that Reddam actually caused the Debtor to make an improper shareholder distribution to Reddam – something that the Court does not determine today, if ever – then it benefits the Debtor, the estate, and creditors in bankruptcy to have an independent CRO in firm control of the Debtor and without Reddam's participation, which necessarily includes decisions regarding the Debtor in the fraudulent transfer action, in any action that may arise in this Court, or in any other appropriate forum. The Debtor's fiduciaries in bankruptcy will act to insulate the Debtor from any potential for self-dealing by Reddam.

In sum, the Court is satisfied that the revised DIP financing agreement, in conjunction with Reddam's withdrawal as the Debtor's director and officer, meets the heightened scrutiny applied to insider transactions.

B. The Debtor satisfied the remaining factors for approval of the revised DIP financing agreement.

In addition to the first factor, the Debtor carried its burden of showing the remaining three factors for approval of DIP financing under § 364(c). This is a highly factual inquiry based

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on the facts and circumstances of the bankruptcy case, commonly made quickly at the outset of the case.

Under the second factor, the Court considers whether no alternative financing is available on any other basis. In the vast majority of cases, a trustee or debtor-in-possession will satisfy this factor by testing the market. But a debtor is not prevented from meeting this factor where it can show that going to the market is of limited utility. *See In re SPAC Recovery Co.*, 676 B.R. at 275 (in "the absence of a true 'market' for the Debtor's asset[,]" e.g., litigation claims, "demanding the Debtor to solicit competing bids in open markets is of limited utility and, in many instances, impracticable."). Testing the market under this context is not conditioned on a reflexive number of loan applications or submission of bids.

Instead, evidence in this context typically will be subject to proof by expert testimony. Here, the Debtor's uncontroverted evidence and expert testimony establish that testing the market was impracticable. The Debtor submitted a declaration from Matthew Dundon, of Dundon Advisers LLC, the Debtor's proposed financial advisor, who testified that in his professional judgment, traditional DIP financing in the amount and on the terms of the proposed DIP financing agreement was "simply not available to this Debtor, and that any lender willing to provide financing of this size would, as described above, do so only by underwriting the litigation-linked collateral as a litigation finance transaction, on pricing and terms no better—and likely materially worse—than those of the proposed DIP Facility." ECF No. 6 at ¶ 4. The Debtor's evidence on market futility was uncontroverted, as was its position that no alternative financing was available on any other basis.

As such, this factor supports approval of the revised DIP financing agreement.

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The third factor, which likely presents the most important factor regarding a request for § 364(c) financing, provides that the Court consider whether the financing is in the best interests of the estate and its creditors and, as underpinned by *Harbin*, *see* 486 F.3d at 523, that the financing benefits the estate.

In determining whether the revised DIP financing agreement is in the best interests of creditors, the Court is mindful of the entire creditor body as a whole. Together, the CFPB and De La Torre hold a significant amount of the debt in bankruptcy. *See* ECF Nos. 73 at 14, 16; 124 at 10, 12. But the Debtor has other creditors and the Court must take into account that the opposing creditors' interests may not align directly with those of the Debtor's other creditors. Ultimately, the Debtor's creditors have a collective interest in an orderly prosecution of the fraudulent transfer action, and in an orderly reorganization or liquidation for the Debtor.

The benefit of the revised DIP financing agreement to the estate is obvious. Reddam's control of the Debtor has been extinguished. The Debtor has funds to litigate the fraudulent transfer action independent of Reddam. Similar to its creditors, the Debtor and the estate will benefit from separate participation in the fraudulent transfer action, driven by an independent officer, and in an orderly bankruptcy reorganization or liquidation. And while the opposing parties argued at the final hearing that the bankruptcy fiduciaries would owe fiduciary duties to Reddam as the Debtor's sole shareholder, any such position taken prospectively by Reddam would be precarious indeed given the representations made by the Debtor and Reddam in connection with the DIP Financing Motion.

As such, the third factor supports approval of the revised DIP financing agreement.

Finally, under the fourth factor, the Court considers whether no better offers, bids, or timely proposals are before the bankruptcy court. That was the case here. Of course, that is also

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likely because the Debtor moved for relief on the same date as petition. But even if given more time, it does not seem to the Court that any better offers, bids or proposals would have materialized based on the current facts and circumstances of the Debtor's business. This is at least partially borne out by the fact that no better offers came in between the initial and final hearings.

Thus, the fourth factor is met given the absence of better offers, bids, or timely proposals.

CONCLUSION

Based on the foregoing, the Court determined that the Debtor met its burden for approval of DIP financing under § 364(c) and thus granted the Debtor's request to authorize the revised DIP financing agreement with Absolutely Zero, an insider entity. Although the opposing parties' objections and arguments were well-taken, the Court ultimately concluded that the modifications to the finance terms and actions undertaken by the Debtor, Reddam, and Absolutely Zero sanitized the issues with the DIP financing agreement as initially filed, and balanced the Debtor's need to obtain financing to independently evaluate and potentially pursue the claims against Reddam.

Dated: September 14, 2026

J. BARRETT MARUM, Judge
United States Bankruptcy Court

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