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EDUARDO DE LA TORRE

UNITED STATES BANKRUPTCY COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

IN RE CASHCALL, INC.,

Debtor.

Case No. 26-03102-JBM11

Chapter 11

JUDGMENT CREDITOR EDUARDO DE LA TORRE'S REPLY MEMORANDUM IN SUPPORT OF MOTION TO DISMISS

Date: November 12, 2026
Time: 8:30 a.m.
Courtroom 2, Room 118
Hon. J. Barrett Marum

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INTRODUCTION

Mr. De La Torre has marshalled an array of evidence from multiple perspectives that compellingly points to a single conclusion: CashCall's actual purpose in filing this case was the improper purpose of protecting Mr. Reddam against De La Torre's UVTA trial and the CFPB's collection of its judgment directly from Mr. Reddam's assets, not to act in the interests of creditors or to reorganize its defunct business. Both the US Trustee and the CFPB have joined in support of this motion, and agree. Dkt. 178, 203. No creditor has come to CashCall's aid in opposing this motion.

CashCall's opposition assumes CashCall must have had a proper purpose in filing because it was insolvent and appointed a CRO and independent director. CashCall ignores the showing De La Torre's has made, that filing was actually a subterfuge for CashCall's improper purpose in protecting its founder, sole shareholder, sole director (until five days before the filing), and CEO against the imminent threats of the impending UVTA trial and CFPB collection from his personal assets.

Until (and even after) the filing, CashCall was entirely Mr. Reddam's captive and aligned perfectly with him to protect his sole interests, which CashCall had no significant financial interest of its own to protect, most prominently in the UVTA and CFPB cases. To suppose that by merely filing this case, CashCall suddenly transformed from doing his bidding in opposing the UVTA and CFPB collection actions to earnestly taking on fiduciary duties to reorganize in the best interests of creditors, is preposterous and entirely unproven.

CashCall argues that De La Torre has shown no evidence to support his motion. The charge is ironic because CashCall cites no evidence to support its assertion that CashCall's actual purpose in filing was to "create an organized process to maximize recovery for its numerous creditors under the protection of bankruptcy laws." Dkt. 207 at 1:26-2:1.

CashCall does not dispute that Mr. Reddam controlled the filing of this case. Dkt. 127 at 2:8-16. CashCall does not dispute that he had clear personal motives for attempting to derail De La Torre's UVTA case, which was headed for trial in October, and for continuing to stall the CFPB in collecting directly from his assets. *Id*. at pp. 5-8. Nor does CashCall dispute that

seriously adverse developments against Mr. Reddam personally in the UVTA and CFPB cases triggered this filing. *Ibid*.

Nor does CashCall dispute that it had aligned with and served Mr. Reddam's interests in the UVTA and CFPB litigations up to the point of filing this case (and beyond). Dkt. 127 at pp. 5-8; Dkt. 140 (pp. 5-6); Dkt. 197 (¶¶ 3-7); Dkt. 202 (¶¶ 9, 10).

CashCall provides no evidence to refute these and other facts De La Torre has proven in support of this motion, or to support its bald assertion that CashCall actually filed this case out of a "genuine desire to seek relief under the Bankruptcy Code for rehabilitation and reorganization" Dkt. 207 at 3:25.

ARGUMENT

A. CashCall's Actual Purpose at the Time of Filing is Controlling

Under *Marsch v. Marsch (In re Marsch)*, 36 F.3d 825 (9th Cir. 1994), the test for good faith is the debtor's actual purpose in *filing* for bankruptcy protection. "[T]he determinative consideration is whether the case has been filed for a tactical reason unrelated to reorganization." *Id*. at 828. "[T]he Courts have implied such limitations to deter filings that seek to achieve objectives outside the legitimate scope of the bankruptcy laws." *Ibid*.

As *St. Paul Self Storage Ltd. Partnership v. Port Authority*, 185 B.R. 580 (9th Cir. B.A.P. 1995) and its progeny hold, a motion to dismiss based on improper purpose must necessarily be based on circumstantial evidence raising inferences of the debtor's improper purpose. *Id*. at 583. None of the cases De La Torre cited finding improper purpose required that the debtor admit to improper purpose or required denial of a motion to dismiss based on the debtor's protests (as here) that it filed for a proper purpose. Dkt. 127 at pp. 8-11.

B. De La Torre Has Proven Undisputed Facts Establishing that CashCall Actually Filed this Case for the Improper Purpose of Protecting Mr. Reddam

De La Torre has shown the following facts (supported by citations to the evidence) that CashCall does not materially dispute or cite to any contrary evidence:

The filing of the CFPB case in 2013 began a sharp decline in CashCall's business. Dkt. 127 at p. 4. By 2021, there was nothing left of it; it had stopped lending altogether. *Id*. at pp. 4,

12-13. Its lending since that time has been sporadic and minimal. Dkt. 3 (¶¶ 12, 28).

CashCall is a defunct company; it has no ongoing business or employees and moved out of its Orange County headquarters; its loan models were no longer viable. Dkt. 127 at pp. 12-13.

According to the Dundon Declaration filed to support its Post-Petition Financing Motion, CashCall's only "material asset" (other than the fraudulent transfer avoidance power it obtained by filing this case) was a $1.5 million loan portfolio. Dkt. 127 at 12:14-20.

CashCall faced unsecured debts of over $400 million, over 250 times this only "material asset." Dkt. 1 (p. 6). Its only appreciable prospect for financing this case or paying anything significant to creditors was the fraudulent transfer claim against Mr. Reddam. Dkt. 6 (¶¶ 6, 9); Dkt. 18 (2:22-26).

However—for the prior two years, CashCall had vigorously denied that Mr. Reddam had any fraudulent transfer liability and joined Mr. Reddam in opposing De La Torre's UVTA case. Dkt. 127 at pp. 16-19. CashCall provides no evidence to explain or support its 180-degree U-turn in offering the fraudulent transfer claim as the key "asset" in this case and crucial support for DIP financing.

Mr. Reddam, through Absolutely Zero, is financing this case and the proposed pursuit of the fraudulent transfer claim against himself. CashCall provides no explanation or evidence why Mr. Reddam would fund prosecution of the $45 million fraudulent case against himself that he has been fighting for two years and suddenly extend charity toward his two decade-long antagonists, the De La Torre Class and the CFPB.

In February 2023, the District Court in the CFPB case entered Judgment against CashCall and Mr. Reddam for $157 million. Dkt. 127 at 6:3-6. This rendered CashCall insolvent. But CashCall did not file for bankruptcy protection at that time. Instead, CashCall continued to serve Mr. Reddam's interests in appealing the Judgment for three years. Dkt. 128 (¶¶ 45, 46, 47 & Ex. 17, 18, 19). This continued even after this case was filed. Dkt. 127 at pp. 5-8; Dkt. 140 (pp. 5-6); Dkt. 197 (¶¶ 3-7); Dkt. 202 (¶¶ 9, 10).

In November 2023, the court in the De La Torre Class Action rendered Judgment against CashCall for $245 million. Dkt. 128 (¶¶ 16, 17 & Ex. 1, 2). This increased CashCall's total

judgment debt to over $400 million. CashCall did not file an appeal bond to protect against execution pending appeal, or bankruptcy. *Id.* (¶ 19). It remained completely exposed to collection. *Ibid.* Nothing could be collected. *Ibid.*

In the 2-1/2 years between the De La Torre Class Judgment and the filing of this case, nothing happened to change CashCall's insolvent and judgment-proof status. CashCall never considered bankruptcy until the Spring of 2026. Dkt. 127 at 6:5-7.

At that time, the finality of the CFPB litigation in March 2026 triggered the CFPB's rights to collect directly from Mr. Reddam's pledged assets and real estate. Dkt. 128 (¶¶ 46-50 & Ex. 18-22). And the denial of CashCall's and Mr. Reddam's joint summary judgment motion exposed Mr. Reddam to an October trial in the UVTA case. Dkt. 128 (¶¶ 33, 35 & Ex. 8).

CashCall provides no explanation or evidence to rebut the clear inference that Mr. Reddam, as sole shareholder, sole director, and CEO of CashCall, commenced this bankruptcy case for the actual purpose of defending against these immediate threats to his personal assets and to defuse the UVTA litigation.

These and other undisputed facts amply support granting this motion.

C. CashCall's Eve of Filing Independent Director and CRO Appointments, Its Post-Filing Retention of Conflicts Counsel, and Mr. Reddam's Post-Filing Resignations Fail to Rebut De La Torre's Proof of Actual Improper Purpose at the Time of Filing

CashCall argues "[m]ore importantly, Movant ignores the fact that the Debtor is *now* wholly operated and controlled by two independent restructuring professionals, since Mr. Reddam has resigned and *is no longer* involved in management." Dkt. 207 at 3:28-4:2 (emphasis added). To the contrary, De La Torre directly addressed the Jalbert and Gladstone appointments. Dkt. 127 at pp. 21-22. Their appointments and Mr. Reddam's post-filing resignations, in order to comply with the conditions the Court later imposed on DIP financing approval, do not rebut De La Torre's proof that Mr. Reddam had an actual, self-interested, and improper purpose in filing this case.

To the contrary, at the time of filing, CashCall failed to acknowledge its conflicts of interest in the UVTA and CFPB cases to the Court. This failure concealed the true purpose driving its bankruptcy filing, protecting Mr. Reddam against collection of the two judgments. Mr.

Jalbert and Ms. Gladstone did not acknowledge these conflicts and retain conflicts counsel for well over a month after filing. Dkt. 67 at 8:3-6; Dkt. 138; Dkt. 197 (¶¶ 3-7); Dkt. 202-1 (¶¶ 8-10).

In its first day motions, CashCall offered the Jalbert and Gladstone appointments *solely* to obtain approval of DIP financing from the Reddam-controlled entity, Absolutely Zero. Dkt. 5 at 2:23-25.

On July 23, CashCall first acknowledged even the potential for a conflict of interest in pursuing the fraudulent transfer claim against Mr. Reddam in its reply in support of the Post-Petition Financing Motion. Dkt. 18 at 5:21-27. Even then, CashCall took the position that any conflicts had already been resolved by the Jalbert and Gladstone appointments. *Ibid.*

Manatt Phelps' August 5 retention application did not recognize any need for special counsel; its services included "prosecuting actions on behalf of the Debtor, defending any action commenced against the Debtor, and representing the Debtor's interests in negotiations concerning litigation in which the Debtor is involved …." Dkt. 42 (3:16-19) & 42-1 (p. 9).

It was only after De La Torre revealed CashCall's and Manatt Phelps's conflicts in his Opposition to the DIP Financing Motion (Dkt. 52) that CashCall for the first time proposed the appointment of conflicts counsel—on August 19, a month after this case was filed. Dkt. 67 at 8:3-6. The first reference in Ms. Gladstone's time records to retaining conflicts counsel is dated September 1, six weeks after this case was filed. Dkt. 201 at p. 5.

In sum, at the time it filed this case, Mr. Reddam continued as CEO and President and as a director of CashCall. CashCall planned to prosecute and settle the fraudulent transfer claim solely using the professional services of Manatt Phelps, Mr. Jalbert, and Ms. Gladstone, without conflicts counsel. It continued to mount a joint defense against the CFPB's collection efforts against Mr. Reddam. Dkt. 140 (pp. 5-6); Dkt. 197 (¶¶ 3-7); Dkt. 202 (¶¶ 9, 10).

That Mr. Reddam resigned over a month after the case was filed in response to the Court's concern whether Ms. Ms. Gladstone and Mr. Jalbert were "completely in control of the Debtor for all purposes" (Dkt. 83) [they were not] does not prove that this case had been filed for a proper purpose. It shows only that CashCall and Mr. Reddam prioritized obtaining DIP financing

approval. Mr. Reddam's readiness to resign as director and CEO of the company he founded and dominated for over 20 years shows that he was willing to make these sacrifices to enable this case to continue in accordance with his original purpose.

D. The *St. Paul* Factors Provide Additional Support for Granting this Motion

In addition to the evidence summarized above, De La Torre showed that the *St. Paul* factors fully support that CashCall filed this case for the improper purpose of gaining advantage for Mr. Reddam in two-party litigation between him and the De La Torre Class. Dkt. 127 at pp. 12-14. The factors are not exclusive and allow consideration of any evidence of improper purpose. The debtor's good faith "depends on an amalgam of factors and not upon a specific fact." *In re Marshall*, 721 F.3d at 1048. "[T]he courts may consider any factors which evidence 'an intent to abuse the judicial process and the purposes of the reorganization provisions.'" *Ibid.*

Further, not every *St. Paul* factor need be present to support findings of improper purpose based on the application of the listed factors. E.g., *Sunshine Group, LLC v. City of Dana Point*, 2020 Bankr. LEXIS 1000, *20-23 (9th Cir. B.A.P. 2020) (dismissal affirmed, only two *St. Paul* factors found); *Banq Inc. v. Creditor N9 Advisors, LLC (Banq)*, No. 2:24-cv-02025-JAD, 2026 LX 408265 (D. Nev. Aug. 24, 2026) (same; only four factors found).

This case bears striking parallels with *Banq*, which the CFBP cited in its joinder. Dkt. 178 at pp. 3-5. There, the debtor filed for Chapter 11, its main asset being a lawsuit against former officers (Purcell and others) for misappropriation of the debtor's assets. The debtor's financing was provided by a special purpose entity formed by the debtor's controlling shareholder's group (the Jiles Parties), who were fighting Purcell's own litigation against them. The financing was secured by the debtor's assets, primarily its claims against Purcell. The court granted a Purcell-related creditor's motion to dismiss, holding that the debtor had been non-operational and only been engaging in intra-management litigation, and that the debtor's actual purpose was not to reorganize, but instead to insulate the Jiles Parties from liability to Purcell and to gain an advantage in its pending litigation with Purcell. On appeal, the District Court affirmed, applying the *St. Paul* factors. *Banq* at *16-21.

Similarly here, the *St. Paul* factors show this is essentially a two-party dispute between

Reddam and the De La Torre Class, and that CashCall is using bankruptcy to insulate Reddam from liability and to gain advantage in the UVTA case. And even if this case did not fall within the *St. Paul* "two-party" dispute analysis, there is ample other evidence of improper purpose.

1. "The debtor has only one asset"

CashCall filed this case requesting DIP financing approval based on Mr. Dundon's representation that CashCall has only one "material asset," a $1.5 million loan portfolio. Dkt. 6 (¶ 9); Dkt. 18 (2:22-26). Despite his investigation and knowledge of CashCall's financial affairs and operations, the only other source of collateral he was able to identify was the fraudulent transfer claim against Mr. Reddam. *Id*. (¶ ¶ 2, 6.)

The Court granted DIP financing approval based on the Dundon Declaration. Dkt. 143 at pp. 13-14. If CashCall had material assets other than the $1.5 million loan portfolio and the fraudulent transfer claim that could have supported independent financing, the DIP financing motion should be reconsidered.

CashCall cites the Hurwitz Declaration. Dkt. 196. That declaration reports that the $1.5 million loan portfolio consists of 188 loans with a total current outstanding balance of $1,226,500. *Id*. (¶ 5.) He provides no opinion of the risk profile or fair market value of the portfolio as a whole. He also reports CashCall's $36,200 residual interest in the Hudson Cover Portfolio. He does not state definitively that any of the potential assets he identifies has value or what that value may be and appears doubtful about most of them.

> On the first factor (having only one asset), the bankruptcy court noted that the Purcell claims made up $17.5 million of the $17.7 million of assets reported in Banq's petition, *those claims almost entirely funded the bankruptcy plan, and Banq's admitted "sole focus in this case [was] prosecuting [those claims]." It thus concluded that the Purcell claims were, "in essence," Banq's only major asset despite some additional negligible assets and cash.*

Banq, at *13 (emphasis added, footnotes omitted).

2. Whether "the Debtor has an Ongoing Business to Reorganize"

CashCall has no ongoing business, has not engaged in any significant lending activity for over five years, has no employees, and no longer occupies its operational premises. Dkt. 3 at ¶¶ 12-13. Cf. *Banq*. at *13 ("Banq was non-operational when the petition was filed, continued to be

so, and would likely continue to be years after the plan's approval"). In response to a question from the Court about reorganization prospects at the hearing on September 17, Mr. Carroll stated that CashCall was looking toward "a sale." *Fesko*, 2020 Bankr. LEXIS at *15-16 ("The bankruptcy court was not required to wait for Debtor to file a plan in order to decide whether the petition was filed in bad faith"); *In re Woodbrook Assocs.*, 19 F.3d 312, 317 (7th Cir. 1994) (same).

3. Other Unsecured Creditors

At the time of filing, were there significant unsecured creditors other than the De La Torre Class and the CFPB that could have legitimized CashCall's purpose as being other than to gain advantage in De La Torre's UVTA case against Mr. Reddam? Demonstrably not. CashCall's Petition identified a total of only eight unsecured creditors, three with claims of less than $1,000. Dkt. 1 at pp. 6-7. Three others have been entirely inactive in this case, Skadden's being the only one of any size and which CashCall disputes. Dkt. 66 (p. 20). The other two listed creditors, the De La Torre Class and the CFPB, have joined in this motion to dismiss, as has the US Trustee.

In *Banq*, the bankruptcy court treated this factor as totally absent. *Banq*, at *13-14. However, in affirming the bankruptcy court's finding that the case was "in substance" a two-party dispute, the District Court stated that the other unsecured creditors and nonparties "were either inactive in this bankruptcy case, had a minimal stake, or were not a party." *Id*. at *20. In *St. Paul*, the court found the factor applicable even where the moving party's was only 48% of the total unsecured claims and the remaining claims were by the debtor's professionals and insiders. *St. Paul Self Storage*, 185 B.R. at 582.[1]

The De La Torre Class and CFPB claims are indisputably dominant, nearly to the point of exclusivity, comprising 99% of all scheduled claims. Dkt. 127 (p.13). And, as CashCall

[1] In *In re Jet Sales W. LLC*, No. 20-12179-ta11, 2021 Bankr. LEXIS 3448, at *11 (Bankr. D.N.M. Dec. 15, 2021), the City of El Paso had a tax claim against the debtor for $104,000. In denying the City's motion to dismiss, the court observed that in the "bankruptcy schedules Debtor discloses seven unsecured creditors, with a total of $2,654,535 in unsecured claims." The court found the other claims "substantial," weighing against a finding of bad faith. By contrast, in this case, the unsecured claims other than the CFPB's and De La Torre's are insubstantial and weigh in favor of finding bad faith.

acknowledges, the CFPB's claim is almost completely covered by Mr. Reddam's pledged assets and real estate. Dkt. 127 at 21:2-3, 4:27-28; Dkt. 128 (¶ 54).

In its Joinder (Dkt. 178 at pp. 2-3), the CFPB objected to De La Torre's position that the CFPB Judgment "would be substantially satisfied in full from Mr. Reddam's pledged assets and real estate" and "covered in full, or almost in full, by assets and real estate Mr. Reddam pledged to stay execution pending appeal" (*Ibid.*)[2] De La Torre's statements are based on the CFPB's reports that the total amount of the CFPB Judgment is $182,050,978 and that the pledged assets and real estate total $184,700,000. Dkt. 128 (¶ 54); Dkt. 178 at 2:1-17. The CFPB's reported figures are consistent with De La Torre's position that any shortfall in the CFPB's claim would be very small in relation to its total Judgment amount. And, regardless of the size of a shortfall, if any, the CFPB has direct recourse against Mr. Reddam as a judgment debtor.

As for the other creditors, CashCall has disputed the Skadden debt, and Skadden can likewise look directly to Reddam; it need not recover from CashCall. That a large, sophisticated law firm like Skadden has not appeared or participated in this bankruptcy—and has not even filed a claim—shows that it should be discounted as an "inactive creditor" as in *Banq*.

CashCall is the only party arguing that this case is in the best interests of creditors. No creditor (other than Absolutely Zero) has appeared supporting this case. Even so, the interests of creditors cannot save a bad faith bankruptcy filing from being dismissed or converted. 11 U.S.C. § 1112.

The Verita Claims Register lists 41 timely general unsecured claims totaling $2,260,359.30, excluding De La Torre's.[3] The total dollar amount of those 41 claims is 0.5% of the total unsecured claims listed or made in this case. CashCall can pay those creditors out the sale of its $1.5 million loan portfolio and its approximately $3.0 million account receivable from Absolutely Zero.

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[2] The statement that the CFPB addresses is that the CFPB Judgment "will be satisfied by Mr. Reddam's pledged assets and real estate." Dkt. 127 (14:19-20). That should have been qualified, as elsewhere in the brief, by adding "substantially" or "almost in full."

[3] Most of these claims likely resulted from CashCall's decision to mail claim bar notices to its borrowers from over the last seven years. Dkt. 108, 119, 145, 146, 182.

Turning to numbers of claims, the De La Torre Class consists of over 100,000 members with fully adjudicated and liquidated claims for restitution against CashCall. Dkt. 128 (¶ 4). Taking all claims scheduled by CashCall (9)[4] plus the 41 additional unsecured claims on the Verita Claim Register, plus the De La Torre Class members, the 100,000 Class claims comprise 99.95% by number of the claims made in this case (not accounting for restitution claims that may be subsumed in the CFPB Judgment and would be covered by direct recovery from Mr. Reddam).

4. "Cash Flow or Sources of Income to Sustain a Plan of Reorganization or to Make Adequate Protection Payments"

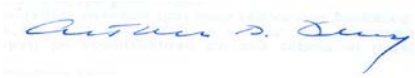
CashCall indisputably had no significant operating cash flow at the time of filing to sustain a plan of reorganization. Dkt. 75 at p. 2; see *also* Dkt. 172 at p. 2 (showing "gross income/sales" of $11,046 and a loss of ($168,263).

5. Whether "the Case is *Essentially* a Two Party Dispute Capable of Prompt Adjudication in State Court"

That this case boils down to a two-party dispute between Mr. Reddam and the De La Torre Class is amply proven by CashCall's featuring the fraudulent transfer claim as the centerpiece of this case; that CashCall now seeks to flip positions and "step into De La Torre's shoes" to pursue that claim using financing from a Reddam captive entity, after its consistent court record of disparaging that same claim; CashCall's admittedly defunct business; and the dearth of any other creditors with substantial claims who do not have direct recourse against Mr. Reddam.

Dated: October 29, 2026

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By: 
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EDUARDO DE LA TORRE

[4] CashCall's post-filing schedules of creditors an additional creditor, Ralis Services Corp. Dkt. 88 pp. 19-20. As in *St. Paul*, the Ralis insider claim should be excluded from consideration.