

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number Law Office of Ziad Rawa, CPA a PC Ziad Elrawashdeh SBN 237166 5843 Pine Ave., Chino Hills CA 91709 Attorney for Plaintiff Epay Inc.	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re: David William Bell Cynthia S. Bell Debtor.	CHAPTER <u>7</u> CASE NUMBER 6:10-BK-38390-CB ADVERSARY NUMBER
Epay Inc. Plaintiff(s) vs. David William Bell, an individual and Does 1 through 20, inclusive Defendant(s)	(The Boxes and Blank Lines below are for the Court's Use Only) (Do Not Fill Them In) <div style="text-align: center; font-weight: bold; font-size: 1.2em;"> SUMMONS AND NOTICE OF STATUS CONFERENCE </div>

TO THE DEFENDANT: A Complaint has been filed by the Plaintiff against you. If you wish to defend yourself, you must file with the Court a written pleading, in duplicate, in response to the Complaint. You must also send a copy of your written response to the party shown in the upper left-hand corner of this page. Unless you have filed in duplicate and served a responsive pleading by _____, the Court may enter a judgment by default against you for the relief demanded in the Complaint.

A Status Conference on the proceeding commenced by the Complaint has been set for:

Hearing Date:	Time:	Courtroom:	Floor:
<input type="checkbox"/> 255 East Temple Street, Los Angeles		<input type="checkbox"/> 411 West Fourth Street, Santa Ana	
<input type="checkbox"/> 21041 Burbank Boulevard, Woodland Hills		<input type="checkbox"/> 1415 State Street, Santa Barbara	
<input checked="" type="checkbox"/> 3420 Twelfth Street, Riverside			

PLEASE TAKE NOTICE that if the trial of the proceeding is anticipated to take less than two (2) hours, the parties may stipulate to conduct the trial of the case on the date specified, instead of holding a Status Conference. Such a stipulation must be lodged with the Court at least two (2) Court days before the date set forth above and is subject to Court approval. The Court may continue the trial to another date if necessary to accommodate the anticipated length of the trial.

Date of Issuance: _____

KATHLEEN J. CAMPBELL
Clerk of Court

By: _____
Deputy Clerk

Summons and Notice of Status Conference - Page 2

F 7004-1

In re David William Bell Cynthia S. Bell	(SHORT TITLE)	Debtor(s).	CASE NO.: 6:10-BK-38390-CB
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NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on a CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

A true and correct copy of the foregoing document described as Summons and Notice of Status Conference will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d), and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On _____ I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email addressed indicated below:

ziadrawa@gmail.com

Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):

On _____ I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follow. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____ I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method) by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

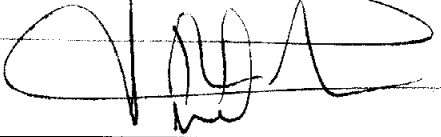
Date Type Name Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

B104 (FORM 104) (08/07)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS Epay Inc.	DEFENDANTS David William Bell, an individual and Does 1 through 20 inclusive	
ATTORNEYS (Firm Name, Address, and Telephone No.) Law Office of Ziad Rawa, CPA a PC 5843 Pine Ave., Chino Hills CA 91709 Tel. 909-393-0660	ATTORNEYS (If Known) Law Offices of Dennis Baranowski 10700 Civic Center Dr., Ste. 100C, Rancho Cucamonga, 91730 Tel. 909-481-4500	
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Complaint to Determine Dischargeability of Debt		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input checked="" type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input checked="" type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et. seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$35,408.73	
Other Relief Sought		

B104 (FORM 104) (08/07), Page 2

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR David William Bell		BANKRUPTCY CASE NO. 6:10-BK-16297-CB
DISTRICT IN WHICH CASE IS PENDING Riverside Division		DIVISION OFFICE Central
		NAME OF JUDGE Hon. Catherine Bauer
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING		DIVISION OFFICE
		NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE		PRINT NAME OF ATTORNEY (OR PLAINTIFF) Ziad Elrawashdeh

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

1 Ziad Elrawashdeh, Esq. State Bar No. 237166
2 Law Office of Ziad Rawa, CPA a P.C.
3 5843 Pine Avenue, Suite A
4 Chino Hills, California 91709
5 Tel: (909) 393-0660
6 Fax: (909) 393-0439

7 Attorney for Plaintiff Epay, Inc.

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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
RIVERSIDE DIVISION**

In re

David William Bell
Cynthia S. Bell,

Debtors.

Case No.: 6:10-BK-38390-CB

Adversary Case Number: _____
Chapter 7

**COMPLAINT TO DETERMINE
DISCHARGEABILITY OF DEBT
PURSUANT TO BANKRUPTCY CODE
SECTIONS 523(a)(2)(A), 523(a)(6) and
523(c)(1)**

EPAY, INC., a California Corporation,

Plaintiffs,

v.

David William Bell, an individual, and
DOES 1 through 20, inclusive,

Defendants,

Epay, Inc., a judgment creditor (referred to herein as "Plaintiff") in the above-
referenced bankruptcy case, alleges as follows:

///

///

1 known as UST Development, Inc. (hereinafter "the Corporation") which operates a
2 construction and engineering company. He is the president, shareholder, director and
3 officer of the Corporation. (A true and correct copy of List of Equity Security Holders of
4 UST Development Inc. hereto attached as **Exhibit "1"**).

5 12. Defendant Bell has previously, and continues to, transact business using
6 *alter ego* entities including, but not limited to, UST Development, Inc.

7 13. On or about October 1, 2009, Plaintiff and Defendant Bell, President of UST
8 Development Inc. entered into an agreement whereby Plaintiff agreed to provide
9 ongoing payroll services, including the direct deposit Service for UST Development
10 Inc. (A true and correct copy of Payroll Service Agreement is hereto attached as
11 **Exhibit "2"** and Declaration of Zack Gasa hereto attached as **Exhibit "3"**.)

12 14. Plaintiff is informed and believes and based thereon alleges that at all
13 applicable times Defendant Bell made an intentional misrepresentation to Plaintiff to
14 pay wages of the Corporation, whereby Plaintiff made a direct deposit from Plaintiff's
15 bank account to the individual bank accounts of UST's employees, and Defendant Bell
16 knew that the bank account of Corporation does not have sufficient fund to cover the
17 amount of direct deposit wages.

18 15. Defendant Bell requested the deposits to be made to seven employee bank
19 accounts including his own personal bank account and the personal bank account of his
20 partners, director, and officers of UST Development, Inc.

21 16. Furthermore, as a shareholder, director, and officer of UST Development
22 Inc., Defendant Bell knew that the bank account of Defendant UST did not have
23 sufficient funds to pay his salary and the salaries of other direct deposit employees and
24 he accepted the \$5,500.00 deposited into his personal bank account from the Plaintiff's
25 bank account and allowed \$19,980.78 be deposited to six other employee bank accounts.
26

27 17. Defendant agreed to pay a onetime set up fee of \$462. 40 and provided
28 Plaintiff with a check number 5056 dated October 1, 2009 for that amount.

1 18. Following deposit of the abovementioned check, Plaintiff received a notice
2 from its bank that the check had been returned because Defendant had placed a stop
3 payment on it; when questioned about the matter, Defendants had said there had been
4 a problem and they would issue a new check.

5 19. On or about October 16, 2009 Plaintiff processed payroll for Defendant by
6 depositing sums into Defendant's employees accounts; some time after the deposit,
7 Plaintiff received a communication from InterceptEFT, the company that acts as the
8 clearinghouse for the transferred funds, notifying Plaintiff that there were insufficient
9 funds available in Defendant's bank account to cover the funds deposited in the
10 Defendant's employees' bank accounts. (A true and correct copy of Payroll Liability
11 Report hereto attached as **Exhibit "4"**; a true and correct of New Client Set-up Forms
12 and Profile is hereto attached as **Exhibit "5"**; a true and correct copy of UST's Payroll
13 Register is hereto attached as **Exhibit "6"** and Declaration of Cindy Topacio is hereto
14 attached as **Exhibit "7"**.)

15 20. Plaintiff notified Defendant of the problem and Defendant asked Plaintiff
16 to cover the amount due to InterceptEFT, promising that Defendant would provide
17 Plaintiff with a cashier's check to reimburse the amount paid.

18 21. Plaintiff made the payment to InterceptEFT and was provided with a
19 cashier's check from Defendant within a matter of days.

20 22. On or about October 23, 2009, Defendant provided Plaintiff with another
21 check for payment of the file set up fee of \$462.40; again, after deposit of the check,
22 Plaintiff was notified that the check had been returned because Defendant's had placed
23 a stop payment action on the check.

24 23. Defendant David intentionally made a stop payment on two checks for
25 Services rendered by Plaintiff, check number 5010 and check number 5056. (a true and
26 correct copy of stop payment on check hereto attached as **Exhibit "8"**).

27 24. On October 28, 2009, Plaintiff processed the payroll and deposited the
28

1 sums in employees' accounts in the following manner: \$5,500.00 to Shareholder,
2 Director and CEO Defendant David Bell; \$5,500.00 to Shareholder, Director and
3 President Branden Bell; \$5,500.00 to Shareholder, Director and Vice President Hamied
4 Kazerooni; \$3,658.65 to Officer, Office Manager, and Accountant, Darcy Woolman;
5 \$1,693.22 to Sale Manager Sam Kazerooni; \$1,754.80 to Christina Carmell; and \$1,874.11
6 to Christopher Thompson. (A true and correct copy of direct deposit register hereto
7 attached as **Exhibit "9"** and a true and correct copy of Bank Statement hereto attached
8 as **Exhibit "10"**).

9 25. On November 2, 2009, Plaintiff received a communication from
10 InterceptEFT, notifying Plaintiff that there were insufficient funds available in
11 Defendant's bank account to cover the funds deposited in the Defendant's employees'
12 bank accounts.

13 26. InterceptEFT advised Plaintiff to inform Defendant that Defendant needed
14 to wire transfer funds in the amount of \$25,661.07 to InterceptEFT to cover the money
15 that had already been deposited to Defendant's employees' accounts, as well as a non-
16 sufficient fund (NSF) penalty fee.

17 27. Plaintiff notified Defendant that same day that there were insufficient
18 funds in Defendant's account.

19 28. Defendant first informed Plaintiff that they would wire transfers the funds
20 to InterceptEFT; however, Plaintiff never received confirmation of the wire transfer
21 from Defendant.

22 29. InterceptEFT informed Plaintiff that if the funds were not received, it
23 would either withdraw the funds already deposited in Defendant's employees'
24 accounts, or Plaintiff could cover the funds due to InterceptEFT.

25 30. Later that same day, Defendant asked Plaintiff to cover the amount due to
26 InterceptEFT, promising that Defendant would have a cashier's check available for
27 Plaintiff the next day.

28 31. Under the belief that Plaintiff would receive payment the following day,

1 Plaintiff authorized the use of its own funds to cover the amount due to InterceptEFT
2 from Defendant.

3 32. On November 3, 2009, Plaintiff contacted Defendant and was told that the
4 cashier's check would be available by 5:00 PM that day; when Plaintiff sent a
5 representative to pick up the check, it was not available; Plaintiff called Defendant and
6 was told it would be ready the next morning.

7 33. From November 4, 2009 - November 6, 2009, Defendant continued to tell
8 Plaintiff that the cashier's check would be made available the following day.

9 34. On November 9, 2009, Plaintiff called Defendant again and was told that
10 Defendant was waiting on a payment by FedEx from an out of state brokerage account
11 and was tracking the check; as soon as that payment arrived, Defendant would be able
12 to make a cashier's check available to Plaintiff.

13 35. The following week, Defendant again told Plaintiff that it was waiting and
14 tracking a large payment from a government contract, that there had been some issues
15 with payment which Defendant was working to resolve and once they were resolved
16 Defendant would pay Plaintiff.

17 36. On November 23, 2009, Plaintiff received an email from Defendant stating
18 that it was "just waiting for the wire to show in my account;" Plaintiff called Defendant
19 for an update and was told Defendant was working on the "wire". (A true and correct
20 copy of e-mail messages is hereto attached as **Exhibit "11"**).

21 37. On November 25, 2009, Defendant sent another email stating that it had
22 called the bank in the morning and the wire had not been posted, but that it would soon
23 and when it did, Defendant would notify Plaintiff so that Plaintiff could pick up the
24 check. (See Exhibit "11".)

25 38. Later that day, Plaintiff again called Defendant and was told that the wire
26 would post soon and Defendant would call Plaintiff; after not receiving any calls,
27 Plaintiff emailed Defendant notifying it that Plaintiff would pick up the check at 3:00PM
28 that day; Defendant emailed back that its representative who could provide Plaintiff the

1 check was out of the office.

2 39. On December 2, 2009, Plaintiff filed a complaint in San Bernardino County
3 Superior Court to for amounts owed; on April 5, 2010, Plaintiff was awarded a
4 judgment against Defendant David Bell and his co-defendants of that case, Branden
5 Bell, Darcy Woolman, Hamied Kazerooni, Christina Carmell, Sam Kazerooni, and
6 Christopher Thompson. (A true and correct copy of the Complaint is hereto attached as
7 **Exhibit "12"** and copy of Court Judgment hereto attached as **Exhibit "13"**).

8 40. Plaintiff is informed and believes that Defendant has a history of
9 defrauding payroll companies in a similar manner as evidenced by a case brought by
10 AmCheck, a payroll service company, against Defendant for similar claims for which
11 AmCheck received a stipulated judgment against Defendant. (See copy of the
12 Stipulated Judgment hereto attached as **Exhibit "14"**.)

13 41. It is not a mere simple reasonable bookkeeping mistake. It is a plan scam
14 designed to defraud all creditors specifically targeting payroll services providers.

15 42. The scam operates on the following manner; the Defendant will enter into
16 a contract with a payroll services provider for the payroll of his company UST
17 Development Inc. dba UST Services, Inc. The other mastermind of the scam who works
18 with the Defendant are as follows: Branden Bell, Darcy Woolman and Christopher
19 Thompson Bell.

20 43. The Defendant will instruct the payroll company to transfer the funds to
21 their personal accounts. The Defendant will provide banking information to the payroll
22 company usually an abandoned bank account which does not have sufficient fund to
23 cover the minimum balance or if have a balance, on the same date the mastermind of
24 the scam will transfer the money to a different account when the payroll company try to
25 impound the money as a result, there will be no funds available to impound.

26 44. In order to confused the creditors, Defendant will use multiple corporate
27 names such as UST Development Inc., UST Services Inc., UST Utility Services Inc., and
28 other fictitious name to accomplish the scam.

1 45. This is an ongoing scam. Defendant continues to scam or defraud
2 payroll services provider even after his corporation UST Development Inc. filed for a
3 Chapter 11 Petition for Bankruptcy on March 5, 2010. The recent victim of the scam is
4 Paycom. (See copy of the list of Defendants' Payroll Creditors hereto attached as
5 **Exhibit "15"**; copy of Schedule F of Defendants' Bankruptcy Petition hereto attached as
6 **Exhibit "16"** and Declaration of Events by Thomas Beaty, CEO of PrimePay hereto
7 attached as **Exhibit "17"**).

8 46. Defendant David Bell and his company already scammed 14 payroll
9 companies for more than \$1,218,423.41.

10 47. On March 5, 2010, Defendant corporation UST Development Inc. filed its
11 Chapter 11 Petition for Bankruptcy in this Court under case number 6:10-BK-16297.
12 Plaintiff filed its complaint to determine dischargeability of certain debts against UST
13 Development and a default judgment was entered in favor of Plaintiff in the amount of
14 \$38,180.34 (A true and correct copy of the Order is hereto attached as **Exhibit "18"**).

15
16 **FIRST CLAIM FOR RELIEF**

17 **[Non-dischargeable Under 11 U.S.C. §523(a)(2)(A)]**

18 48. Plaintiff hereby restates, re-alleges, and incorporates by reference herein,
19 the introductory paragraphs above as though fully set forth herein.

20 49. A debt is non-dischargeable under 11 U.S.C. §523(a)(2)(A) when the debt
21 is incurred by false pretenses, false representations, or actual fraud.

22 50. As alleged herein, Defendant was required to pay InterceptEFT \$25,661.07
23 for the direct deposit of wages made to its employees but had insufficient funds in its
24 account to cover its obligation.

25 51. Defendant purposefully and knowingly convinced Plaintiff to wire
26 \$25,661.07 to InterceptEFT, promising to pay Plaintiff the following day while knowing
27 that it did not have the necessary funds to repay the amount to Plaintiff.

28 52. Defendant's abovementioned representations were made with the intent

1 and purpose to deceive Plaintiff into paying its obligation to InterceptEFT; Defendant's
2 intent to defraud is evidenced by stop payments placed on checks owed to Plaintiff in
3 the amount of \$462.40 and the repeated and increasingly elaborate excuses offered up to
4 explain the delay in payment of the \$25,661.07.

5 53. Plaintiff justifiably relied on Defendant's promise to pay the amount the
6 day after Plaintiff made the payment to InterceptEFT because of Defendant's past
7 conduct after the October 16, 2009 incident where Defendant had, in fact, provided
8 Plaintiff with a cashier's check for the amount owed.

9 54. Plaintiff's reliance was justifiable when it continued to rely on Defendant's
10 promises of payment from November 3, 2009 to November 25, 2009.

11 55. As a result of its reliance on Defendant's false representations, Plaintiff
12 was damaged in the amount of \$32,684.98 including attorneys' fees and costs;
13 accordingly, the Judgment is non-dischargeable pursuant to 11 U.S.C. §523(a)(2)(A).

14 **SECOND CLAIM FOR RELIEF**

15 **[Non-dischargeable Under 11 U.S.C. §523(a)(6)]**

16 56. Plaintiff hereby restates, re-alleges, and incorporates by reference herein,
17 the introductory paragraphs above as though fully set forth herein.

18 57. A debt is non-dischargeable under 11 U.S.C. §523(a)(6) when the debt
19 results in willful and malicious injury by the debtor to another entity.

20 58. Defendant's conduct of making false representations to Plaintiff to repay
21 its debt and then placing stop payments on checks and continuing to fabricate excuses
22 to delay payment of said debt was willful, wanton, malicious, and oppressive, and was
23 undertaken with the purposeful intent to defraud Plaintiff of \$26,123.47.

24 59. Defendant's conduct as alleged herein resulted in injury to Plaintiff in the
25 amount of \$32,684.98 including attorneys' fees and costs.

26 60. The allegations demonstrate that the debt owed to Plaintiff was based on
27 willful and malicious conduct by Defendant; accordingly, the Judgment is non-
28 dischargeable pursuant to 11 U.S.C. §523(a)(6).

