

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH,
CENTRAL DIVISION

**Alex D. Moglia, in his capacity as Court-appointed Receiver v.
Jeremy Israelsen; Kanokwan Israelsen; Michael Israelsen;
Alexandria Gomez; Eleonore Hodgkinson; and Miguel Izzra**

Moglia v. Israelsen · No. 1:25-cv-00086-JNP-DAO · Decided May 28, 2026

SUMMARY

The United States District Court for the District of Utah grants Receiver Alex D. Moglia’s motion for default judgment against Miguel Izzra. The court concludes that it has subject-matter and personal jurisdiction and that the complaint adequately alleges claims under Utah’s Uniform Voidable Transactions Act and for unjust enrichment concerning a \$15,000 transfer. The court awards the Receiver \$15,000 plus 5% prejudgment interest, for a total of \$16,138.36.

CASE DETAILS

COURT	United States District Court for the District of Utah, Central Division
WRITING FOR THE COURT	Jill N. Parrish
JURISDICTION	United States District Court for the District of Utah
DECIDED	May 28, 2026
DOCKET	1:25-cv-00086-JNP-DAO
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff, a court-appointed receiver, moved for default judgment against Defendant Miguel Izzra after the clerk entered Izzra's default.
STANDARD OF REVIEW	Entry of default judgment is committed to the sound discretion of the district court. Before entering judgment, the court must assure itself of subject matter jurisdiction and personal jurisdiction and determine whether the well-pleaded allegations, accepted as true, state a claim for relief.
PRECEDENTIAL VALUE	unpublished

TOPICS

- default judgment
- default
- personal jurisdiction
- subject matter jurisdiction
- prejudgment interest

PRACTICE AREAS

civil procedure

remedies

commercial litigation

asset protection

QUESTIONS PRESENTED

1. Whether the court had subject matter jurisdiction over the ancillary action under supplemental jurisdiction.
2. Whether the court had personal jurisdiction over Defendant Miguel Izzra.
3. Whether the complaint adequately pleaded claims under Utah's Uniform Voidable Transactions Act and for unjust enrichment so as to warrant default judgment.
4. Whether the receiver was entitled to prejudgment interest on the fraudulent-transfer recovery.

HOLDINGS

1. The court had supplemental subject matter jurisdiction under 28 U.S.C. § 1367(a) because the ancillary action formed part of the same case or controversy as the original action, which was within the court's jurisdiction under 28 U.S.C. § 1332.
2. The court could exercise personal jurisdiction over Izzra because the complaint alleged that he was domiciled in Utah, making him subject to general jurisdiction there.
3. The receiver adequately stated a claim under Utah Code § 25-6-202(1)(a) because the complaint alleged that the transfer was made with actual intent to hinder, delay, or defraud a creditor.
4. The receiver adequately stated a claim under Utah Code § 25-6-203 because the complaint alleged that the debtor transferred funds without receiving reasonably equivalent value while insolvent.
5. The receiver adequately stated an unjust-enrichment claim because the allegations showed that Izzra received a benefit, knew of the benefit, and would be unjustly enriched by retaining money originating from the QIR Entities.
6. Default judgment was warranted because the court had subject matter and personal jurisdiction and the complaint adequately stated claims for relief; the receiver was also entitled to five-percent annual prejudgment interest.

KEY QUOTATIONS

“[E]ntry of a default judgment is committed to the sound discretion of the district court” (at 2)

“To state a prima facie claim for unjust enrichment, a plaintiff must establish “(1) [t]he defendant received a benefit; (2) an appreciation or knowledge by the defendant of the benefit; (3) under circumstances that would make it unjust for the defendant to retain the benefit without paying for it.”” (at 5)

“The court enters default judgment against Defendant Miguel Izzra and awards \$15,000.00 and prejudgment interest at a rate of 5% per annum, calculated from the date the payment was received by Izzra to the date the motion for default judgment was filed.” (at 6)

FACTUAL BACKGROUND

Mark Israelsen obtained millions of dollars in financing and investments for businesses known as the QIR Entities through alleged fraud and misrepresentation, including fabricated audit and due-diligence reports and transfers among shell companies. He also transferred QIR Entities funds for personal use. One such transfer was a \$15,000 payment on August 19, 2024, to Defendant Miguel Izzra, the former partner of Israelsen's fiancée. The receiver alleged that the transfer was made without reasonably equivalent value while the QIR Entities were insolvent and after substantial debts had been incurred.

PROCEDURAL HISTORY

The receiver brought an ancillary action arising from a receivership and alleged that \$15,000 in QIR Entities funds had been transferred to Izzra. The clerk entered Izzra's default on February 2, 2026. The court granted the receiver's motion for default judgment and entered judgment for \$15,000 plus five-percent annual prejudgment interest, totaling \$16,138.36.

DISPOSITION

other

CASES CITED

- Equal Emp. Opportunity Comm'n v. Roark-Whitten Hosp. 2, LP, 28 F.4th 136, 157 (10th Cir. 2022)
- East West Bank v. QIR Technology Holdings, Inc. et al., No. 2:25-cv-00105-JNP-DAO
- Tripodi v. Welch, 810 F.3d 761, 764 (10th Cir. 2016)
- Williams v. Life Sav. & Loan, 802 F.2d 1200, 1203 (10th Cir. 1986)
- Bixler v. Foster, 596 F.3d 751, 762 (10th Cir. 2010)
- Major Bob Music v. S. Shore Sports Bar & Grill, Inc., No. 2:08-cv-689, 2010 WL 2653330, at *1 (D. Utah June 30, 2010)
- Donell v. Braun, 546 F. Supp. 2d 1013, 1016 (D. Nev. 2008)
- Pope v. Louisville, N.A. & C. Ry. Co., 173 U.S. 573, 577 (1899)
- Ford Motor Co. v. Mont. Eighth Jud. Dist. Ct., 592 U.S. 351, 358–59 (2021)
- Bristol-Meyers Squibb Co. v. Superior Ct. of Calif., 582 U.S. 255, 261–62 (2017)
- OMI Holdings, Inc. v. Royal Ins. Co. of Can., 149 F.3d 1086, 1091 (10th Cir. 1998)
- S6, LLC v. Wing Enters., Inc., 2024 UT App 105, ¶ 34, 556 P.3d 100
- Emergency Physicians Integrated Care v. Salt Lake County, 2007 UT 72, ¶ 11, 167 P.3d 1080
- Johnson v. Blendtec, Inc., 500 F. Supp. 3d 1271, 1291–92 (D. Utah 2020)
- Hafen v. Sargent, No. 2:24-CV-00642-TC-DBP, 2025 WL 1865444, at *2 (D. Utah July 7, 2025)
- Wing v. Gillis, 525 F. App'x 795, 801 (10th Cir. 2013)

OPINION

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH CENTRAL DIVISION
ALEX D. MOGLIA, in his capacity as Court-appointed Receiver, MEMORANDUM DECISION

AND Plaintiff, ORDER GRANTING MOTION FOR DEFAULT JUDGMENT v. JEREMY ISRAELSEN; KANOKWAN ISRAELSEN; MICHAEL ISRAELSEN; Case No. 1:25-cv-00086-JNP-DAO ALEXANDRIA GOMEZ, ELEONORE HODGKINSON; and MIGUEL IZZRA, Chief District Judge Jill N. Parrish Defendants.

Before the court is a motion for default judgment filed by Plaintiff Alex D. Moglia, in his capacity as court-appointed Receiver, against Defendant Miguel Izzra.¹ For the following reasons, the court grants the Receiver's motion. ECF No. 106. BACKGROUND In evaluating a motion for default judgment, the court accepts all of the well-pled factual allegations of the complaint as true.

Equal Emp. Opportunity Comm'n v. Roark-Whitten Hosp. 2, LP, 28 F.4th 136, 157 (10th Cir. 2022). The Receiver's Complaint establishes the following facts. ECF No. 1. 1 This action is ancillary to litigation involving the Receivership Defendants. See East West Bank v. QIR Technology Holdings, Inc. et al., No. 2:25-cv-00105-JNP-DAO. Until his death in October 2024, Mark Israelsen sought and ultimately obtained millions in financing and investments from East West Bank and others for a group of businesses that he owned and controlled, the QIR Entities.

ECF No. 1 ¶¶ 1–3, 26. Mr. Israelsen obtained these funds through a complex scheme of fraud and misrepresentation. Id. ¶¶ 20–29. For example, he represented to lenders that the QIR Entities were thriving, supporting his representations with due-diligence and audit reports that appeared to be prepared by reputable accounting firms like Deloitte but that were actually fabricated.

Id. ¶¶ 20–25, 38–39. Mr. Israelsen also created numerous bogus shell companies to and from which the QIR Entities gratuitously transferred money to give the false impression that they were conducting actual business and receiving revenue. Id. ¶ 27. Israelsen transferred large sums of the QIR Entities' funds for his own personal use. Id. ¶ 3.

The Receiver asserts in this action that one of these personal transfers was a transfer of \$15,000 on August 19, 2024, made to Defendant Izzra, who was the former partner of Israelsen's fiancée, Haylee Griffin. Id. ¶¶ 124–125. ANALYSIS I. Default Judgment Federal Rule of Civil Procedure 55 sets forth a two-step process for obtaining a default judgment against a party who “has failed to plead or otherwise defend” against claims for affirmative relief.

First, the clerk of court “must enter the party's default” under Rule 55(a). The clerk of the court did so on February 2, 2026. ECF No. 97. Second, the non-defaulting party must move the court (or, in certain circumstances, the clerk) for entry of default judgment under Rule 55(b). “[E]ntry of a default judgment is committed to the sound discretion of the district court....” Tripodi v. Welch, 810 F.3d 761, 764 (10th Cir.

2016). In order to enter default judgment, the court must first assure itself of both subject matter jurisdiction and personal jurisdiction. Williams v. Life Sav. & Loan, 802 F.2d 1200, 1203 (10th

Cir. 1986). It must then determine whether the plaintiff's complaint contains sufficient facts, accepted as true, to state a claim for relief. *Bixler v. Foster*, 596 F.3d 751, 762 (10th Cir.

2010). The court may consider declarations and other exhibits when evaluating a plaintiff's claims. See, e.g., *Major Bob Music v. S. Shore Sports Bar & Grill, Inc.*, No. 2:08-cv-689, 2010 WL 2653330, at *1 (D. Utah June 30, 2010). Ultimately, the court finds that it has jurisdiction and that the Receiver's pleadings contain sufficient factual bases for entry of a default judgment.

A. Subject Matter Jurisdiction The court has supplemental jurisdiction over the claims in this action pursuant to 28 U.S.C. § 1367(a). The Receiver brought this action as an ancillary matter to the original action, *East West Bank v. QIR Technology Holdings, Inc. et al.*, which the court had subject matter jurisdiction over pursuant to 28 U.S.C. § 1332. This action is part of the same case or controversy.

See 28 U.S.C. § 1367(a); see also *Donell v. Braun*, 546 F. Supp. 2d 1013, 1016 (D. Nev. 2008) ("It is very well established that a receiver does not need an independent basis for subject matter jurisdiction in cases filed to accomplish the ends of the receivership within the court of appointment." (citing *Pope v. Louisville, N.A. & C. Ry. Co.*, 173 U.S. 573, 577 (1899))).

B. Personal Jurisdiction The court has personal jurisdiction over Defendant Izzra. The Fourteenth Amendment's Due Process Clause limits a court's ability to exercise jurisdiction over a defendant. *Ford Motor Co. v. Mont. Eighth Jud. Dist. Ct.*, 592 U.S. 351, 358 (2021). Whether a court may exercise 3 personal jurisdiction over a defendant depends on the defendant's relationship with the forum state.

See *Bristol-Meyers Squibb Co. v. Superior Ct. of Calif.*, 582 U.S. 255, 261–262 (2017). "The Plaintiff bears the burden of establishing personal jurisdiction over the defendant." *OMI Holdings, Inc. v. Royal Ins. Co. of Can.*, 149 F.3d 1086, 1091 (10th Cir. 1998) (citation omitted). "Personal jurisdiction can be acquired through either general jurisdiction or specific jurisdiction." *XMission, L.C. v. Fluent LLC*, 955 F.3d 833, 840 (10th Cir.

2020). For individuals, "an individual is subject to general jurisdiction in her place of domicile." *Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 592 U.S. 351, 358–59 (2021). Here, the Receiver alleges that Defendant Izzra is domiciled in the State of Utah. ECF No. 1 ¶ 9.

The court may therefore properly exercise jurisdiction over Izzra. C. The Substantive Claim Taking the allegations as stated in the complaint as true, the Receiver has adequately stated his claims for relief. All the claims at issue here are based on Utah law.

The court first addresses the Voidable Transfer Claims, which are brought under Sections 25-6-202 and 25-6-203 of Utah's Uniform Voidable Transactions Act. Utah Code Ann. §§ 25-6-202(1), 25-6-203(1). The court then discusses the unjust enrichment claim. Section 25-6-202(1) makes certain

transfers voidable as to a creditor whether the creditor's claim arose before or after the transfer was made.

Pursuant to subsection (1)(a), a transfer is voidable if the debtor made the transfer with the "actual intent to hinder, delay, or defraud any creditor of the debtor." Utah Code Ann. § 25-6-202(1)(a). Section 25-6-202(2) outlines factors that may be considered in determining actual intent, including whether "(a) the transfer or obligation was to an insider;... (h) the value of the consideration received by the debtor was reasonably 4 equivalent to the value of the asset transferred or the amount of the obligation incurred; (i) the debtor was insolvent or became insolvent shortly after the transfer was made or the obligation was incurred; [and] (j) the transfer occurred shortly before or shortly after a substantial debt was incurred...." Utah Code Ann. § 25-6-202(2).

The Receiver has adequately stated a claim against Defendant Izzra under § 25-6-202(2), alleging that the transfer was made with the actual intent to hinder, delay, or defraud a creditor. ECF No. 1 ¶ 132. To support that claim, the Receiver alleges that the QIR Entities did not receive reasonably equivalent consideration, id. ¶ 133, that Israelsen and the QIR Entities were insolvent, id. ¶ 130, and that the transfer to Izzra occurred shortly after Israelsen incurred substantial debts, id. ¶¶ 30, 125.

The Receiver has also adequately stated a claim against Defendant Izzra under § 25-6-203. Pursuant to § 25-6-203, a transfer is voidable as to claims arising before the transfer if "(a) the debtor made the transfer or incurred the obligation without receiving a reasonably equivalent value in exchange for the transfer or obligation; and (b) the debtor was insolvent at the time or became insolvent as a result of the transfer or obligation." Utah Code Ann. § 25-6-203(1).

The Receiver alleges that despite apparent insolvency, Israelsen used the QIR funds to send money to Izzra. ECF No. 1 ¶¶ 125, 130. The Receiver also alleges that QIR Entities did not receive reasonably equivalent value for these transfers. Id. ¶ 133.

Finally, the Receiver has adequately stated an unjust enrichment claim against Defendant Izzra. To state a prima facie claim for unjust enrichment, a plaintiff must establish "(1) [t]he defendant received a benefit; (2) an appreciation or knowledge by the defendant of the benefit; (3) under circumstances that would make it unjust for the defendant to retain the benefit without 5 paying for it." *S6, LLC v. Wing Enters., Inc.*, 2024 UT App 105, ¶ 34, 556 P.3d 100 (quoting *Emergency Physicians Integrated Care v. Salt Lake County*, 2007 UT 72, ¶ 11, 167 P.3d 1080); see *Johnson v. Blendtec, Inc.*, 500 F. Supp. 3d 1271, 1291–92 (D.

Utah 2020). The Receiver alleges that the money transfer was a benefit to Izzra, that Izzra was aware of it, and that it would be unjust for him to keep the money as the money originated with the QIR Entities. ECF No. 1 ¶¶ 135–38.

The Receiver thus sufficiently alleged each of his claims, and a default judgment is warranted. The court also finds that prejudgment interest, as requested by the Receiver, is appropriate. “The Tenth Circuit has previously upheld the award of prejudgment interest at a rate of 5% per annum to a receiver for a fraudulent transfer claim because prejudgment interest ‘compensates for the loss of use of the money’ and ‘[u]nder fairness and equity principles, prejudgment interest was proper.’” *Hafen v. Sargent*, No. 2:24-CV-00642-TC-DBP, 2025 WL 1865444, at *2 (D.

Utah July 7, 2025) (quoting *Wing v. Gillis*, 525 F. App’x 795, 801 (10th Cir. 2013)).
CONCLUSION For the above reasons, the court GRANTS the Receiver’s motion for a default judgment. ECF No. 106. The court enters default judgment against Defendant Miguel Izzra and awards \$15,000.00 and prejudgment interest at a rate of 5% per annum, calculated from the date the payment was received by Izzra to the date the motion for default judgment was filed.

Accordingly, the court awards a total of \$16,138.36 to the Receiver and against Defendant Izzra. 6
Signed May 28, 2026. BY THE COURT Jill Z Parrish United States Chief District Judge