
**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

CELTIC BANK CORPORATION, a Utah
corporation,

Plaintiffs,

v.

ASHWOOD AK TECH, INC., a California
corporation; ALEXANDER KEGEYAN, an
individual; and ASHWOOD
TECHNOLOGIES INC., a California
corporation.

Defendants.

**ORDER GRANTING IN PART
DEFAULT JUDGMENT AS TO
DEFENDANTS ASHWOOD AK TECH,
INC., ALEXANDER KEGEYAN, AND
ASHWOOD TECHNOLOGIES INC.**

2:25-cv-00782-RJS

District Judge Robert J. Shelby

Before the Court is Plaintiff Celtic Bank Corporation's (Celtic) Motion for Default Judgment against Defendants Ashwood AK Tech, Inc. (Borrower), Alexander Kegeyan (Guarantor), and Ashwood Technologies Inc (Creditor).¹ Defendants are in default for failing to appear, plead, or otherwise defend as required by the Federal Rules of Civil Procedure. Celtic served Defendants with the Summons and a copy of the Complaint on November 14, 2025.² The time by which Defendants were required to serve an answer passed,³ and, on January 16, 2026, the Clerk of the Court entered default certificates against all three Defendants.⁴ Celtic subsequently filed the pending Motion.⁵

¹ Dkt. 22, *Motion for Default Judgment Against (A) Ashwood AK Tech, Inc., (B) Alexander Kegeyan, and (C) Ashwood Technologies Inc. (Motion)*.

² Dkt. 13, *Proof of Service*.

³ See Fed. R. Civ. P. 12(a)(1)(A).

⁴ Dkt. 21, *Default Certificate: Ashwood AK Tech, Inc.*; Dkt. 21-1, *Default Certificate: Ashwood Technologies Inc.*; Dkt. 21-2, *Default Certificate: Alexander Kegeyan*.

⁵ *Motion*.

Default judgment is available “when the adversary process has been halted because of an essentially unresponsive party.”⁶ A district court considering default judgment has an “affirmative duty to look into its jurisdiction both over the subject matter and the parties.”⁷ In conducting this review, “the court does not assert a personal defense of the parties; rather, the court exercises its responsibility to determine that it has the power to enter the default judgment.”⁸ Once default is entered and the court has established jurisdiction over the case, “it remains for the court to consider whether the unchallenged facts constitute a legitimate cause of action There must be a sufficient basis in the pleadings for the judgment entered.”⁹

Here, the court has jurisdiction over the claims presented. The court has personal jurisdiction over all three defendants as each agreed in their respective contracts with Celtic to “submit to the jurisdiction of the court of Salt Lake County, State of Utah[,]” should a lawsuit arise from their loan contracts.¹⁰ All claims concern breaches of financial lending agreements made with Celtic, a Utah banking corporation.¹¹ The court has diversity subject matter jurisdiction over the claims pursuant to 28 U.S.C. § 1332. There is complete diversity between the parties, as Celtic is a citizen of Utah and all Defendants (both corporate and natural persons) are citizens of California,¹² and the matter in controversy exceeds \$75,000.¹³

⁶ *Cessna Fin. Corp. v. Bielenberg Masonry Contracting, Inc.*, 715 F.2d 1442, 1444 (10th Cir. 1983) (quoting *Jackson v. Beech*, 636 F.2d 831, 836 (D.C. Cir. 1980)).

⁷ *Williams v. Life Sav. & Loan*, 802 F.2d 1200, 1203 (10th Cir. 1986).

⁸ *Id.*

⁹ *Bixler v. Foster*, 596 F.3d 751, 762 (10th Cir. 2010) (quotation marks and citations omitted).

¹⁰ Dkt. 1, *Verified Complaint* ¶ 14; Dkt. 1-2, *Business Loan Agreement with Ashwood AK Tech, Inc. and Alexander Kegeyan (Buyer’s Agreement)*, at 6; Dkt. 1-5, *Subordination Agreement* at 2.

¹¹ *Complaint* ¶¶ 1, 57–109.

¹² *Id.* ¶¶ 6, 9-12.

¹³ *Id.* at 22.

Plaintiff is entitled to default judgment against Defendants pursuant to Federal Rule of Civil Procedure 55(b).¹⁴ For the reasons contained in the Motion and based on the evidence presented therein, the court finds the allegations in the Complaint sufficient to support the claim. The court thereby GRANTS the Motion.¹⁵

Accordingly, it is HEREBY ORDERED as follows:

1. Defendant Ashwood AK Tech, Inc. breached the March 31, 2025 business loan agreement and promissory note entered with Celtic by defaulting on the loan beginning with the second monthly payment due on May 30, 2025. The outstanding balance on the loan at the time of default was \$1,980,077.62.

2. Defendant Mr. Kegeyan—the loan guarantor—breached the March 31, 2025 Guaranty Agreement entered with Celtic by failing to remit Buyer’s defaulted loan payment upon notification of the default delivered on June 24, 2025. At the time that Celtic accelerated the loan repayment for Mr. Kegeyan on July 14, 2025, the balance of the outstanding principle, interest and fees was \$2,038,966.56.

3. Defendant Ashwood Technologies Inc. (Creditor) assigns Celtic all its rights and claims as a subordinate creditor in and against the \$500,000 in Escrow funds held by Glen Oaks Escrow to Celtic, as a superior creditor.

4. Defendants Ashwood AK Teck, Inc. and Mr. Kegeyan are jointly and severally liable to Celtic for \$2,081,414.30 (the aggregate amount of principle, interest and loan charges due as of September 25, 2025), along with interest and loan charges accrued after September 25, 2025 at the rates and terms specified on the note and loan agreement.

¹⁴ Fed. R. Civ. P. 55(b).

¹⁵ Dkt. 22.

5. The court declines to award attorney's fees against Defendants Ashwood AK Teck, Inc. and Kegeyan under 42 U.S.C. § 2000e-5(k). To award attorney fees, the court is required to calculate a reasonable attorney fee and Plaintiff has failed to submit "meticulous, contemporaneous time records that reveal, for each lawyer for whom fees are sought, all hours for which compensation is requested and how those hours were allotted to specific tasks."¹⁶ Absent such records, the court will not award attorney's fees. The Motion is denied without prejudice with respect to attorney's fees and costs.

6. The court declines to order specific performance requiring Glen Oaks Escrow, Inc. to deliver the \$500,000 held in escrow to Celtic. Glen Oaks Escrow was not a named party to this litigation.¹⁷ "It is a principle of general application in Anglo-American jurisprudence that one is not bound by a judgment in personam in a litigation in which he is not designated as a party or to which he has not been made a party by service of process."¹⁸ Because Glen Oaks Escrow was not a named party nor provided service, the court does not have the requisite jurisdiction to order specific performance to deliver the funds as requested by Celtic.

7. Plaintiff's remaining claims are rendered moot by the relief provided herein. The Clerk of Court is directed to close the case.

SO ORDERED this 16th day of March, 2026.

I hereby certify that the annexed is a true and correct copy of a document or an electronic docket entry on file at the United States District Court for the District of Utah.

Number of pages: 4
Date: 07/16/2026

Gary P. Serdar,
CLERK OF COURT

By: [Signature]
Deputy Clerk



BY THE COURT:

[Signature]

ROBERT J. SHILBY
United States District Judge

¹⁶ *Case v. Unified Sch. Dist. No. 233*, 157 F.3d 1243, 1249–50 (10th Cir. 1998) (citation omitted).

¹⁷ *See Complaint*.

¹⁸ *CGC Holding Co., LLC v. Hutchens*, 974 F.3d 1201, 1215–16 (10th Cir. 2020) (citing *Hansberry v. Lee*, 311 U.S. 32, 40 (1940)).

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JUDGMENT IN A CIVIL CASE

2:25-cv-00782-RJS

District Judge Robert J. Shelby

Judgment is entered in favor of Plaintiff.

SO ORDERED this 16th day of March, 2026.

BY THE COURT:



ROBERT J. SHELBY
United States District Judge

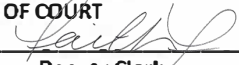
I hereby certify that the annexed is a true and correct
copy of a document or an electronic docket entry on
file at the United States District Court for the District
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Number of pages: 1

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Gary P. Serdar

CLERK OF COURT

By: 
Deputy Clerk

