Cas 2:14-ap-01490-DS Doc 1 Filed 07/19/14 Entered 07/19/14 10:46:28 Desc Main Document Page 1of 15

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7

8 UNITED STATES BANKRUPTCY COURT

9 CENTRAL DISTRICT OF CALIFORNIA

10 LOS ANGELES DIVISION

11

In Re

ANTONY GORDON,

Debtor.

BRENT J. GOLDMAN,

Plaintiff,

vs.

ANTONY GORDON,

Defendant.

Case No: 2:13-bk-14465-PC

12

Chapter 7

13

14 Adv. No. -----------

15 COMPLAINT TO DETERMINE DEBT TO BE NON-DISCHARGEABLE

16 [11 U.S.C. 523 §§ (a)(2)(A), (a)(2)(B), (a)(4),

17 and (a)(6)]

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19

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21

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24

BRENT J. GOLDMAN ("Plaintiff ' or "Creditor") files his complaint to determine

25

26 dischargeability of debt against ANTONY GORDON ("Defendant" or "Debtor") and

27 respectfully alleges as follows:

28

Page 1 of 13

COMPLAINT TO DETERMINE DEBT TO BE NON-DISCHARGEABLE

Cas 2:14-ap-01490-DS Doc 1 Filed 07/19/14 Entered 07/19/14 10:46:28 Desc Main Document Page 2 of 15

# JURISDICTION AND VENUE

2 1. This adversary proceeding is brought pursuant to Rules 7001(6) and (9) and

3 4007(c) of Federal Rules of Bankruptcy Procedure, and under United States Bankruptcy Code

4 11 U.S.C. §§ 523(a)(2)(A), 523(a)(2)(B), 523(a)(4), and 523(a)(6), to determine

*5* dischargeability of a debt. This action is a core proceeding pursuant to 28 U.S.C. §

6 157(b)(2)(l).

7 2. Venue is proper in this Comi pursuant to 28 U.S.C. § 1409(a) as this adversary

8 proceeding arises under and is in connection with InRe Antony Gordon, a case currently under

9 Title 11 that is pending in this District.

10 3. This court has subject matter jurisdiction over this case and personal jurisdiction

11 over the Debtor pursuant to 28 U.S.C §§ 157 and 1334.

12

# PARTIES

13

1. 4. Plaintiff/Creditor Goldman is, and at all times relevant hereto was, an individual
2. domiciled in the State of California. Plaintiff split his time between the County of Los Angeles
3. and the County of San Francisco.
4. 5. Plaintiff is informed and believes, and thereon alleges, that Defendant/Debtor
5. Gordon is, and at all times relevant hereto was, an individual domiciled in the County of Los
6. Angeles, State of California.

# 20 III. GENERAL ALLEGATIONS

21

* 1. As detailed below, Defendant has knowingly and intentionally engaged in a

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pattern of fraud and deceit through misrepresentation of facts, theft, embezzlement, and bad

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faith delay tactics, as well as breach of :fiduciary duty, that mandates that his debt to Plaintiff be

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deemed nondischargeable.

25

* 1. Plaintiff is informed and believes, and upon such basis alleges, that there exists,

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and at all times herein mention there existed, a unity of interest and ownership between

27

Defendant and Stealth Capital Management, LLC ("Stealth Capital"), such that any

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Page 2 of 13

COMPLAINT TO DETERMINE DEBT TO BE NON-DISCHARGEABLE

Cas 2:14-ap-01490-DS Doc 1 Filed 07/19/14 Entered 07/19/14 10:46:28 Desc Main Document Page 3 of 15

individuality and separateness between them ceased, and they are the alter egos of each other

1. in that they used the assets of each other for their personal uses, caused assets of each other to
2. be transferred to each other without adequate consideration, and withdrew funds from the bank
3. accounts of each other for their personal use or benefit. Further, they completely controlled,
4. dominated, managed, and operated each other and intermingled their assets to suit the
5. convenience of each of them. Further Stealth Capital is and at all times mentioned was a mere
6. shell, instrumentality and conduit through which Defendant carried on his business exercising

8 complete control and dominance of such business to an extent that any individuality or

1. separateness of each other does not, and at all times herein mentioned did not, exist. Adherence
2. to the fiction of the separate existence of each as a person or an entity would pennit an abuse of
3. the corporate privilege and would sanction fraud and promote injustice.

### A. Plaintiff is introduced to Defendant

1. 8. On October 7, 2012, Plaintiff, then 26, met Defendant for the first time at
2. Defendant's house. Plaintiff s sister had been acquainted with Defendant in the orthodox
3. Jewish community for about a year, having attended a number of his lectures and knowing his
4. reputation as a religious leader. Plaintiff s sister invited Plaintiff and Plaintiff s family
5. members to dinner at Defendant's house with Defendant and Defendant's family.
6. 9. At dinner, Defendant established credibility by claiming that he graduated from
7. Harvard Law School, Harvard Business School, and the London School of Economics, that he
8. was awarded a prestigious Fulbright Scholarship, and that he was a Rabbi. Defendant also
9. claimed that he worked as a managing director at a hedge fund, and that he also worked on the
10. side as an investment advisor and religious advisor of many billionaires, business moguls, top-
11. tier athletes, and other influential people. Defendant learned that Plaintiff was about to receive
12. funds which he could invest. Defendant invited Plaintiff to a meeting at his office in Los
13. Angeles purportedly to offer financial advice to Plaintiff.

26 10. On October 12, 2012, Plaintiff and Defendant met at Defendant's office at

27 Defendant's employer, CREO Select Opportunities Fund. Defendant shared additional details

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Page 3 of 13

COMPLAINT TO DETERMINE DEBT TO BE NON-DISCHARGEABLE

Cas 2:14-ap-01490-DS Doc 1 Filed 07/19/14 Entered 07/19/14 10:46:28 Desc Main Document Page 4 of 15

about his storied career, and Defendant attempted to persuade Plaintiff to invest in one of

1. CREO's funds.

### B. Defendant introduces an investment to Plaintiff

1. 11. Between October 21 and October 23, 2012, Plaintiff and Defendant engaged in
2. several phone calls about possible investment opportunities. Defendant proposed that, rather

6 than Plaintiff investing in a CREO fund, Plaintiff instead invest funds in a goldmine in Arizona

1. ("the Mine").
2. 12. On October 24, 2012, on or around 3pm, Plaintiff and Defendant met for the

*9* second time at Defendant's office at CREO. At the meeting, Defendant stated that the Mine

10 was the "investment of a lifetime." Defendant explained that he had already invested

11 substantial amounts of his own money in the Mine, and that he would like to invite Plaintiff to

12 join Defendant in the deal as an investor. Defendant stated that the Mine did not need

1. Plaintiff s investment, but that Defendant was "allowing" Plaintiff the opportunity of investing
2. because of the cordial relationship Defendant maintained with Plaintiff's sister. Defendant
3. stated that his associate Don Watson managed the investment, and that Defendant was just
4. another investor, not a principal.
5. 13. On November 9, 2012, on or around lpm, Plaintiff met with Defendant and
6. Watson at the Langham Huntington Hotel in Pasadena to further discuss the investment in the
7. Mine ("the Investment"). At the meeting, Defendant communicated to Plaintiff the following
8. claims about the Investment:

21 1. that Defendant and Watson were cooperating with Dan Priebs - - an

22 associate of Watson - - to raise money for the Mine;

23 11. that world-renowned mining expert Craig Wiita, of Wiita Mining &

24 Exploration, had been hired to exploit the Mine;

25 111. that Five Million Dollars ($5,000,000) in investor funds had already been

1. raised to exploit the Mine from five (5) investors, with One Million Dollars ($1,000,000)
2. raised per investor;

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Page 4 of 13

COMPLAINT TO DETERMINE DEBT TO BE NON-DISCHARGEABLE

Cas 2:14-ap-01490-DS Doc 1 Filed 07/19/14 Entered 07/19/14 10:46:28 Desc Main Document Page 5 of 15

IV. that Defendant himself had personally invested One Million Dollars

1. ($1,000,000) of his own money in the Mine as one of the five (5) investors;
2. v. that the Mine contained gold worth at least Five Hundred Million Dollars
3. ($500,000,000), if not over One Billion Dollars ($1,000,000,000). These numbers were
4. communicated as "proven," not estimates. The proof was allegedly based on two
5. exploration studies conducted by Wiita;
6. Vl. that it would take approximately two (2) years to completely exploit the

8 Mine;

1. VIL that mining had already begun at the Mine.
2. vm. that Plaintiff would be added as a claimant to the Bureau of Land
3. Management claim for the Mine.
4. IX.

that the Investment would encompass multiple goldmines. In addition to

1. the Mine in Arizona, the Investment would also include exploitation of a mine in
2. Redding, California, as well as other mines not yet purchased but still "in the pipeline."
3. 14. Defendant drafted a Memorandum of Understanding ("MOU") between Plaintiff
4. and Watson that would act as the contract for the Investment. Defendant emailed the MOU to

17 Plaintiff for review. The MOU specified a Two Hundred Fifty Thousand Dollar ($250,000)

1. investment for one quarter percent (0.25%) ownership of NEWCO, a corporation that would be
2. created after the inception of the contract as the vehicle for operating and exploiting the mine.
3. The contract specified three options for dividends, to be chosen amongst by Plaintiff.
4. 15. On or around November 11-12, 2012, in response to questions Plaintiff asked
5. Defendant about the Investment, Defendant revised the MOU and instructed Plaintiff to
6. forward the revised version to Watson.
7. 16. On or about November 13, 2012, Watson offered a Personal Guarantee ("the
8. Guarantee") in Plaintiff s favor. Defendant assured Plaintiff that Watson was financially
9. sound.

27 17. During the period November 12-14, 2012, Defendant made the following

28 additional representations to Plaintiff:

Page 5 of 13

COMPLAINT TO DETERMINE DEBT TO BE NON-DISCHARGEABLE

Cas 2:14-ap-01490-DS Doc 1 Filed 07/19/14 Entered 07/19/14 10:46:28 Desc Main Document Page 6 of 15

2 Mine.

1. Watson had spent "several million dollars *to* secure the rights" *to* the

1. 11. Defendant reiterated his earlier assurance about already having raised
2. Five Million Dollars ($5,000,000), stating he is "100% comfortable that there will be no

*5* need to raise further capital."

6 111.

Defendant reiterated his earlier assurance that mining had already begun

7 at the Mine, indicating "Keep in mind that the Mining Team has processed and sold over

8 a million dollars of gold in the two NEWCO properties already."

9 lV. Defendant reiterated his earlier assurance that Watson was good for the

1. Guarantee, stating that Watson "has access to several million dollars of bank lines from
2. major institutions" along with other supporting evidence.

12 c. Plaintiff agrees to invest in Defendant's deal

1. 18. On November 14, 2012, Plaintiff agreed to invest One Hundred Fifty Thousand
2. Dollars ($150,000) in the Investment/Mine. Defendant emailed Plaintiff an updated MOU and
3. Personal Guarantee at 8:02pm, a further updated MOU at 11:26pm, a further updated
4. Guarantee at 11:38pm, and wire instructions at 8:13pm.
5. 19. On November 15, 2012, Plaintiff signed the MOU and Guarantee and emailed
6. the signed copies to Defendant and Watson at 10:30am along with a notice that Plaintiff had
7. chosen the dividend-producing option of the MOU, guaranteeing a Two Thousand Five
8. Hundred ($2500) dividend payable on the third day of each month for one year, beginning on

21 December 3, 2012.

22 20. On November 15, 2012, Plaintiff wired One Hundred Fifty Thousand Dollars

1. ($150,000) to Watson's company, Strong Solutions. On November 16, 2012 at 9:02am,
2. Watson confirmed receipt of the wire.
3. D. Defendant misses dividends on the deal. Not even the first dividend is paid.

26 21. The Investment's first dividend payment, in the amount of Two Thousand Five

1. Hundred Dollars ($2500), was due on December 3, 2012. This dividend never arrived. No
2. dividends ever arrived.

Page 6 of 13

COMPLAINT TO DETERMINE DEBT TO BE NON-DISCHARGEABLE

Cas 2:14-ap-01490-DS Doc 1 Filed 07/19/14 Entered 07/19/14 10:46:28 Desc Main Document Page 7 of 15

22. As it turns out, the following facts are true:

1. 1. the Investment in the Mine had not raised Five Million Dollars
2. ($5,000,000) as represented -rather that not more than $135,000 had
3. been raised for the Mine Investment prior to the time that Plaintiff
4. wired his funds;
5. 11. that Defendant had personally invested at most Ten Thousand Dollars
6. ($10,000) in the Investment, not the One Million Dollars ($1,000,000)

8 Defendant had claimed earlier;

*9* iii. that mining had not yet begun at the Mine in question;

10 iv. that half of the funds "invested" by Plaintiff were diverted by

11 Defendant to Defendant's wholly owned company Stealth Capital for

12 purposes unrelated to the Mine, and that none of the $150,000

1. "invested" by Plaintiff were used directly or indirectly for the Mine;
2. v. that Wiita had concluded that it would take 30 years to mine the Mine,
3. not 2 years as represented;
4. v1. Defendant was a partner in the Investment, not just another investor, by
5. and through a company known as Enobia Services;
6. vii. Defendant actually did embezzle Plaintiff's Investment by having said
7. funds secretly transferred to Stealth Capital without Plaintiff s

20 knowledge;

21 vm. Defendant knew at all material times that "no smart investor"

1. would invest one penny in the Mine, while simultaneously telling
2. Plaintiff that this was the investment of a lifetime;
3. 23. In addition to the foregoing, Defendant persuaded Plaintiff to donate $25,000 to
4. Jewish Educational Trade School during December 2012 on behalf of Debtor, as Debtor's funds
5. were "tied up" in investments. In truth and in fact half of said donation was immediately wired

*21* to Debtor's company Stealth Capital, for the Debtor's personal use. Debtor never intended to

28 pay back such funds.

Page 7 of 13

COMPLAINT TO DETERMINE DEBT TO BE NON-DISCHARGEABLE

Cas 2:14-ap-01490-DS Doc 1 Filed 07/19/14 Entered 07/19/14 10:46:28 Desc Main Document Page 8 of 15

FIRST CLAIM FOR RELIEF

(For a determination that Defendant's debts to Plaintiff are not dischargeable pursuant

2 to 11 U.S.C. § 523{a){2){A))

1. 24. Plaintiff incorporates by reference the allegations contained in paragraphs 1
2. through 22 above as though fully set forth herein.
3. 25. Pursuant to 11. U.S.C. § 523(a)(2), a debt is excepted from discharge if it is "for
4. money, property, services, or an extension, renewal, or refinancing of credit, to the extent
5. obtained by -(A) false pretenses, a false representation, or actual fraud, other than a statement

8 respecting the debtor's or an insider's financial condition ..."

*9* 26. As set forth above, in order to induce Plaintiff to make the Investment,

10 Defendant offered the following false pretenses and false representations to Plaintiff, inter alia:

11 1. Representing that Defendant was an investor and not a principal in the

12 Investment, when in reality he was a principal and the primary orchestrator;

1. 11. Representing that Five Million Dollars ($5,000,000) in capital had
2. already been invested in the Investment and Mine, when in reality less than $135,000
3. had been raised, if that;
4. 111. Representing that the Investment was fully subscribed and that Defendant
5. is "100% comfortable that there will be NO NEED TO RAISE FURTHER OUTSIDE
6. CAPITAL," when in reality the Investment desperately needed new investors;
7. IV. Representing that the "final hard close date" for funding was November

20 15, 2012 and that no further money would be accepted afterwards, when in reality

21 Defendant fabricated the date for Defendant's own purposes to obtain money to use by

22 November 15, 2012 for his own personal use;

1. v. Representing that Defendant personally invested One Million Dollars
2. ($1,000,000) of his own money in the Investment and Mine, when in reality he invested,
3. if at all, only Ten Thousand Dollars ($10,000);

26 VI. Representing that Defendant did not need Plaintiff s money, when in

27 reality Defendant urgently needed Plaintiff s money to pay unrelated personal debts;

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Page 8 of 13

COMPLAINT TO DETERMINE DEBT TO BE NON-DISCHARGEABLE

Cas 2:14-ap-01490-DS Doc 1 Filed 07/19/14 Entered 07/19/14 10:46:28 Desc Main Document Page 9 of 15

VIL Representing that it would take approximately two (2) years to

2 completely exploit the Mine to the investors' advantage, when in reality Wiita's estimate

1. was thirty (30) years;
2. vm. Representing that mining had already begun at the Mine, and that "the
3. Mining Team has processed and sold over One Million Dollars ($1,000,000) of gold in
4. these the two NEWCO properties already," when in reality mining had not yet even
5. begun;

8 IX.

Representing that Plaintiff would be added as a claimant to the BLM

9 claim for the Mine, when in reality Plaintiff was never added;

1. x.

Representing that the Investment would encompass multiple goldmines,

1. when in reality the Investment encompassed nothing;
2. Xl.

Representing that there would be virtually no risk, when in reality there

1. was such substantial risk that the investment was a total loss from the start, without a
2. single dividend;
3. XU. Representing that Watson had spent "several million dollars to secure the
4. rights" to the Mine, when in reality Wiita put Watson's name on the BLM claim for little
5. if any compensation;
6. xm. Representing that Watson was good for the Guarantee, stating that
7. Watson "has access to several million dollars of bank lines from major institutions"
8. along with other supporting evidence, when in reality Watson had no personal assets
9. from which to reimburse Plaintiff s lost investment;

22 XIV. Representing that NEWCO would be established as the vehicle for

1. operating and exploiting the Mine, when in reality NEWCO was never created;
2. xv.

Representing that a twenty-five hundred dollar ($2500) dividend would

1. be paid to Plaintiff monthly, when in reality not a single dividend was ever paid;

26 27. As set forth above, Defendant engaged in actual fraud with knowing, intentional,

1. and deceptive acts of concealment from and misrepresentation of material facts to Plaintiff,
2. such that Plaintiff was induced to invest in the Mine.

Page 9 of 13

COMPLAINT TO DETERMINE DEBT TO BE NON-DISCHARGEABLE

Cas 2:14-ap-01490-DS Doc 1 Filed 07/19/14 Entered 07/19/14 10:46:28 Desc Main Document Page 10 of 15

28. As set forth above, Plaintiff was never added to the BLM claim for the Mine, the

2 Mine was never operational, NEWCO was never established, Plaintiff never received a single

1. dividend, and none of Plaintiff s money was ever used for the intended purpose of exploiting
2. the Mine. Defendant never intended to perform nor to use the funds for the Investment/Mine.
3. 29. In addition to the foregoing, Defendant persuaded Plaintiff to donate $25,000 to
4. Jewish Educational Trade School during December 2012 on behalf of Debtor, as Debtor's
5. funds were "tied up" in investments. In truth and in fact half of said donation was

8 immediately wired to Debtor's company Stealth Capital, for the Debtor's personal use. Said

1. use of the funds was never disclosed to Plaintiff. Debtor never intended to pay back such
2. funds.
3. 30. As a result of Defendant's intentional acts of fraud, on which Plaintiff actually
4. and reasonably relied, Plaintiff sustained damages in the amount of One Hundred Fifty
5. Thousand Dollars ($175,000) in monetary damages plus lost $30,000 oflost dividends,
6. attorneys' fees, costs, and interest at the legal rate.
7. 31. Accordingly, for the reasons set forth above, the debt owed by Defendant to
8. Plaintiff is nondischargeable pursuant to § 523(a)(2)(A) in the amounts prayed for in the prayer
9. for relief below.
10. SECOND CLAIM FOR RELIEF
11. (For a determination that Defendant's debts to Plaintiff are not dischargeable pursuant

20 to 11 U.S.C. § 523(a)(2)(B))

1. Plaintiff incorporates by reference the allegations contained in paragraphs 1

21

through 31 above as though fully set forth herein.

22

1. Pursuant to 11 U.S.C. § 523(a)(2)(B), a debt is excepted from discharge if it is

23

"for money, property, services, or an extension, renewal, or refinancing of credit, to the extent

24

obtained ... (B) use of a statement in writing- (i) that is materially false; (ii) respecting the

25

debtor's or an insider's financial condition; (iii) on which the creditor to whom the debtor is

26

liable for such money, property, services, or credit reasonably relied; and (iv) that the debtor

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caused to be made or published with intent to deceive ..."

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Page 10 of 13

COMPLAINT TO DETERMINE DEBT TO BE NON-DISCHARGEABLE

Cas 2:14-ap-01490-DS Doc 1 Filed 07/19/14 Entered 07/19/14 10:46:28 Desc Main Document Page 11of 15

1. Defendant's materially false statements regarding Debtor's and any insider's

2 financial condition were not only made orally, they were also confirmed by email, and they

1. were intended to deceive Plaintiff. Plaintiff actually and reasonably relied on Defendant's
2. fraud. As a result of Defendant's fraud, Plaintiff sustained damages in the amount of One

*s* Hundred Fifty Thousand Dollars ($150,000) in monetary damages plus $30,000 oflost

6 dividends, attorneys' fees, costs, and interest at the legal rate.

1. 35. Accordingly, for the reasons set forth above, the debt owed by Defendant to
2. Plaintiff is nondischargeable pursuant to § 523(a)(2)(B) in the amounts prayed for in the prayer
3. for relief below.

10

1. THIRD CLAIM FOR RELIEF
2. (For a determination that Defendant's debts to Plaintiff are not dischargeable pursuant

13 to 11 U.S.C. § 523{a){4))

1. Plaintiff incorporates by reference the allegations contained in paragraphs 1

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through 35 above as though fully set forth herein.

15

1. Pursuant to 11. U.S.C. §,523(a)(4), a debt is excepted from discharge if it is "for

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fraud or defalcation while acting in a fiduciary capacity, embezzlement, or larceny'';

17

1. As set forth above, Defendant had a fiduciary duty to Plaintiff based Defendant's

18

representations. Defendant improperly and fraudulently converted One Hundred Fifty

19

Thousand Dollars ($150,000) of Plaintiff s investment in the goldmine for Defendant's use of

20

the property, constituting embezzlement.

21

1. As a result of Defendant's intentional act of embezzlement, as well as

22

Defendant's intentional breach of fiduciary duty, Plaintiff sustained damages in the amount of

23

One Hundred Fifty Thousand Dollars ($150,000) in monetary damages plus $30,000 oflost

24

dividends, attorneys' fees, costs, and interest at the legal rate.

25

1. Accordingly, for the reasons set forth above, the debt owed by Defendant to

26

Plaintiff is nondischargeable pursuant to § 523(a)(4) in the amounts prayed for in the prayer for

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relief below.

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Page 11 of 13

COMPLAINT TO DETERMINE DEBT TO BE NON-DISCHARGEABLE

Cas 2:14-ap-01490-DS Doc 1 Filed 07/19/14 Entered 07/19/14 10:46:28 Desc Main Document Page 12 of 15

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* 1. FOURTH CLAIM FOR RELIEF
	2. (For a determination that Defendant's debts to Plaintiff are not dischargeable pursuant

to 11 U.S.C. § 523(a}(6}}

5

## Plaintiff incorporates by reference the allegations contained in paragraphs 1

6

## through 38 above as though fully set forth herein.

7

## Pursuant to 11. U.S.C. § 523(a)(6), a debt is excepted from discharge if it is "for

8

## willful and malicious injury by the debtor to another entity or to the property of another

9

## entity";

10

## Defendant's theft of funds from Plaintiff constitutes the torts of conversion,

11

## embezzlement and misrepresentation under California law, and constitutes willful and

12

## malicious injury as defined at §523(a)(6).

13

## Accordingly, for the reasons set forth above, the debt owed by Defendant to

14

## Plaintiff is nondischargeable pursuant to § 523(a)(6) in the amounts prayed for in the prayer for

15

## relief below.

16

# 17 PRAYER FOR RELIEF

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## As noted by the United States Supreme Court: "Once it is established that specific

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## money or property has been obtained by fraud, any debt arising therefrom is excepted from

20

## discharge. Cohen v. de la Cruz, 523 U.S. 213, 214, 118 S.Ct. at 1214 (1998). This includes

21

## attorneys' fees under statute and punitive damages. Inthe State of California, both punitive

22 damages and attorney's fees are awardable under California Civil Code § 3294, under Cal. Pen.

23

## Code § 496(c) for three times the amount of actual damages, plus attorneys' fees and costs

24

## of suit.

25

## 26 Wherefore Plaintiff requests judgment against Defendant as follows:

27

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## Page 12 of 13

COMPLAINT TO DETERMINE DEBT TO BE NON-DISCHARGEABLE

Cas 2:14-ap-01490-DS Doc 1 Filed 07/19/14 Entered 07/19/14 10:46:28 Desc Main Document Page 13 of 15

1. For denial of discharge of Defendant's One Hundred Fifty Thousand Dollar

2 ($175,000) debt to Plaintiff;

1. 2. For lost dividends in the amount of $2500 per month for one year, totaling an
2. additional $30,000;
3. 3. For interest, Plaintiff's costs of suit and attorneys' fees incurred herein and
4. throughout this bankruptcy case in an amount currently not less than $24,000;
5. 4. For an award of exemplary and punitive damages against Debtor in the amount

8 of three times the amount of actual damages (i.e., 3 times $205,000), or not less than $615,000;

9 and

10 5. For such other and further relief as the Court may deem just and proper.

11

DATED: July 19, 2014 Merritt, Hagen & Sharf, LLP

12

14 *Isl* Mark M. Sharf *!k.*

13

Mark M. Sharf

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Attorneys for Plaintiff Brent Goldman

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Page 13 of 13

COMPLAINT TO DETERMINE DEBT TO BE NON-DISCHARGEABLE

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| PLAINTIFFSBrent J. Goldman | DEFENDANTSl.l\ntony Gordon |
| ATTORNEYS *lFirm* NAm.e, Addre.ss ,mdiinLep\_hone No.)Mark M. Sharf, Merrm, Hagen & 5na , LLI-'5950 Canoga Ave, #400, Woodland Hills, CA 91367818-992-1940, Fax 818-992-3309 | ATTORNEYS (If Known)Baruch Cohen4929 Wilshire Blvd Ste 940 Los Angeles, CA 90010 |
| PARTY (Check One Box Only)D Debtor D U.S. Trustee/Bankruptcy AdminIX) Creditor D Other D Trustee | PARTY (Check One Box Only)00 Debtor D U.S. Trustee/Bankruptcy Admin D Creditor OtherD Trustee |
| CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION,.. INCLUDING ALL U.S. STATUTES INVOLVED)Non-dischargeability 11 USC 523(a)(2)(A and B), 523(a)(4) and 523(a)(o) |
| ·. . ·,·· . . , . ·. ·. .·· **NATURE** 'OF SUIT. (Num1:>er up tp *Me* (5) :bo:xs starting with lead paus *o'i* actiqn}s 1, firstaltemative. cause as 2,.seccmct a1ternative .cause as 3, etc.) |
| FRBP 7001(1) - Recovery of Money/Pr?perty FRBP 7001(6) - Dischargeability (continued)D 11-Recovery of money/property - §542 turnover of property D 61-Dischargeability - §523(a)(5), domestic support[] 68-Dischargeability - §523(a)(6), willful and malicious injuryD 12-Recovery of money/property - §547 preference D 63-Dischargeability - §523(a)(8), student loanD 13-Recovery of money/property - §548 fraudulent transfer D 64-Dischargeability - §523(a)(15), divorce or separation obligation(other than domestic support)D 14-Recovery of money/property - other D 65-Dischargeability - otherFRBP 7001(2) - Validity, Priority or Extent of Lien FRBP 7001(7) - Injunctive ReliefD 21-Validity, priority or extent of lien or other interest in property D 71-lnjunctive relief - imposition of stayD 72-lnjunctive relief - otherFRBP 7001(3) - Approval of Sale of PropertyD 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(8) Subordination of Claim or InterestD 81-Subordination of claim or interestFRBP 7001(4) - Objection/Revocation of DischargeD 41-0bjection *I* revocation of discharge - §727(c),(d),(e) FRBP 7001(9) Declaratory JudgmentD 91-Declaratory judgmentFRBP 7001(5) - Revocation of ConfirmationD 51-Revocation of confirmation FRBP 7001(10) Determination of Removed ActionD 01-Determination of removed claim or causeFRBP 7001(6) - DischargeabilityD 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims OtherD SS-SIPA Case - 15 U.S.C. §§78aaa *et.seq.*[] 62-Dischargeability - §523(a)(2), false pretenses, false D 02-0ther (e.g. other actions that would have been brought in state representation, actual fraud court if unrelated to bankruptcy case)67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement,larceny{continued next column) |
| D Check if this case involves a substantive issue of state law | D Check if this is asserted to be a class action under FRCP 23 |
| D Check if a jury trial is demanded in complaint | Demand $ 44,000 |
| Other Relief Soughtpunitive damages and attorneys' fees and costs |

FORM Bl0).i,te4z-ap-01490-DS Doc 1 Filed 07/19/14 Entered 07/19/Ji6\rMsBl9G .8ral iQiliiCif California

ADVERSARY PROCEEDING NO.

DISTRICT IN WHICH ADVERSARY IS PENDING

DIVISIONAL OFFICE

NAME OF JUDGE

· sANKRfili:>¥cv ¢ASE'1r-.JWH1cH tH1s AovE..

NAME OF DEBTOR

Antony Gordon

DISTRICT IN WHICH CASE IS PENDING

Central

DIVISIONAL OFFICE

Los Angeles

BANKRUPTCY CASE NO.

2:13-bk-14465

NAME OF JUDGE

Deborah Saltzman

PLAINTIFF

DEFENDANT

SIGNATURE OF ATTORNEY (OR PLAINTIFF)

DATE

PRINT NAME OF ATTORNEY (OR PLAINTIFF)

Mark M. Sharf

July 19, 2014

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 Defendents. 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 presented by an attorney, the plaintiff must sign.