Case 2:13-ap-01536-DS Doc 1 Filed 05/17/13 Entered 05/17/13 17:51:37 Desc Main Document Page 1 of 15

1. JEREMY W. FAITH (State Bar No. 190647) MEGHANN TRIPLETT (State Bar No. 268005)

# MARGULIES FAITH, LLP

1. 16030 Ventura Boulevard, Suite 470 Encino, CA 91436

4 Telephone: (818) 705-2777

Facsimile: (818) 705-3777

5 Email: Jeremy@MarguliesFaithLaw.com Email: Meghann@MarguliesFaithLaw.com

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Attorneys for Creditor Howard Fialkov,

7 HJG Partnership and 1568931 Ontario LTD

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# UNITED STATES BANKRUPTCY COURT

9 **CENTRAL DISTRICT OF CALIFORNIA LOS ANGELES DIVISION**

10

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In re

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ANTONY GORDON,

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Debtor.

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

Chapter 7

# Adv. No

1. 1568931 ONTARIO LTD., an Ontario (Canada) Corporation, HJG
2. PARTNERSHIP, an Ontario (Canada)

Partnership, and HOWARD FIALKOV, an

1. individual,
2. Plaintiff,

v.

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ANTONY GORDON, an individual,

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Defendants.

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# COMPLAINT (1) FOR THE NON- DISCHARGEABILTY OF DEBT PURSUANT TO 11 U.S.C. §§ 523(a)(2)(A),

**AND (a)(6); AND (2) DAMAGES, INCLUDING ATTORNEYS’ FEES, COSTS AND OTHER RELIEF**

[11 U.S.C. §§ 523(a)(2)(A) and (a)(6)]

Status Conference:

Date: [To Be Scheduled] Time: [To Be Scheduled] Place: Ctrm 1468

255 E. Temple Street Los Angeles, CA 90012

Case 2:13-ap-01536-DS Doc 1 Filed 05/17/13 Entered 05/17/13 17:51:37 Desc Main Document Page 2 of 15

# TO THE HONORABLE PETER H. CARROLL, UNITED STATES BANKRUPTCY

* 1. **JUDGE:**
	2. Pursuant to 11 U.S.C. §§ 523(a)(2)(A) and (a)(6) of the United States Bankruptcy Code
	3. and Rules 4007 and 7001 et seq. of the Federal Rules of Bankruptcy Procedure, 1568931 Ontario,
	4. LTD., an Ontario (Canada) Corporation (“Ontario”), HJG Partnership, an Ontario (Canada)
	5. Partnership (“HJG”), Howard Fialkov (“Fialkov”) (Collectively, the “Fialkov Parties” or
	6. “Plaintiffs”) file this Complaint for the Non-Dischargeability of Debt, Damages, Attorneys’ Fees,
	7. Costs, and Other Relief (the “Complaint”) against the above-captioned debtor Antony Gordon
	8. (“Gordon”, “Defendant”, and/or “Debtor”). In support thereof, Plaintiffs states the following:

# JURISDICTION AND VENUE

* 1. 1. This Complaint is brought against the Debtor, Antony Gordon, in the above-
	2. captioned bankruptcy case, Case no. 2:13-bk-14465-PC (the “Bankruptcy Case”) that was filed
	3. under Chapter 7 of Title 11 of the United States Code (the “Bankruptcy Code”).
	4. 2. The Complaint is brought pursuant to Rules 4007 and 7001 of the Federal Rules of
	5. Bankruptcy Procedure and the applicable Local Bankruptcy Rules.
	6. 3. This Complaint constitutes the initiation of an adversary proceeding arising under
	7. 11 U.S.C. § 523 of the Bankruptcy Code in connection with the Bankruptcy Case; therefore, this
	8. Court has jurisdiction of this core proceeding by reason of 28 U.S.C. §§ 157(a) and (b), 1334.
	9. 4. Pursuant to 28 U.S.C. § 1409(a), venue in this Central District is proper as this
	10. adversary proceeding (“Adversary Proceeding”) is properly commenced in this Court in which
	11. the Debtor’s Bankruptcy Case is pending.

# PARTIES

* 1. 5. On or about March 6, 2013, the Defendant filed a Voluntary Petition thereby
	2. commencing the Bankruptcy Case, pending in the United States Bankruptcy Court for the Central
	3. District of California, Los Angeles Division before the Honorable Peter H. Carroll.
	4. 6. Plaintiff 1568931 Ontario, LTD. is a corporation organized under the laws of the
	5. Country of Canada, province of Ontario (“Ontario, LTD”) with its principal place of business in
	6. Ontario, Canada.

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Case 2:13-ap-01536-DS Doc 1 Filed 05/17/13 Entered 05/17/13 17:51:37 Desc Main Document Page 3 of 15

* + 1. 7. Plaintiff HJG Partnership, an Ontario (Canada) Partnership (“HJG”) is a
		2. partnership organized under the laws of the Province of Ontario, Canada, with its principal place
		3. of business in Ontario, Canada.
		4. 8. Plaintiff Howard Fialkov (“Fialkov”) is an individual residing in the County of
		5. Los Angeles, State of California. Plaintiff Fialkov is the director of Ontario, LTD.
		6. 9. Plaintiff is informed and believes, and based thereon alleges, that all times relevant
		7. hereto, Defendant Antony Gordon is an individual who is the Debtor in the Bankruptcy Case, and
		8. is resident of 154 S. Mansfield Ave., Los Angeles, CA 90036.
		9. 10. Peter J. Mastan is the duly appointed Chapter 7 Bankruptcy Trustee in the
		10. Bankruptcy Case (“Trustee”).

# GENERAL ALLEGATIONS

* + 1. 11. The Fialkov Parties bring this action to challenge the dischargeability of various
		2. claims against Gordon in an amount which exceeds $7.25 million (the “Claims”). As the Fialkov
		3. Parties allege more fully below, the Claims are exempted from discharge under 11 U.S.C. § 523
		4. *et seq.* because they were incurred by Gordon’s false representations, deception and actual fraud.
		5. 12. In or around early 2004, Gordon introduced three investment opportunities to the
		6. Fialkov Parties. The investments were: (a) Vitrotech Corporation, a Nevada corporation
		7. (“Vitrotech”), (b) First Responders/Criterion Strategies, and (c) National Lampoon (collectively
		8. referred to as the “Investments”).
		9. 13. The Fialkov Parties have lost at least $6 million as a result of the Investments.
		10. Moreover, Gordon has admitted that he made several fraudulent representations to the Fialkov
		11. Parties about the Investments to induce the Fialkov Parties to make the Investments.
		12. 14. On January 8, 2007, the Fialkov Parties on the one hand, and Gordon on the other
		13. hand, entered into a Settlement Agreement and Mutual General Release (the “Settlement
		14. Agreement”). A true and correct copy of the Settlement Agreement and Mutual General Release
		15. is attached hereto and incorporated herein by this reference as Exhibit 1. 27

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Case 2:13-ap-01536-DS Doc 1 Filed 05/17/13 Entered 05/17/13 17:51:37 Desc Main Document Page 4 of 15

* + - 1. 15. In the factual recitals of the Settlement Agreement, Gordon admitted to certain
			2. fraudulent representations made to the Fialkov Parties with respect to the Investments. Such
			3. admissions in the Settlement Agreement are as follows: 4
				* **VITROTECH:** By way of example, GORDON represented to HJG and
1. ONTARIO on numerous occasions that the share price of VITROTECH

would be $10 per share within one year of the company going public.

1. GORDON represented that there was sales to Mitsubishi, Sumitomo, and

General Motors prior to the investment of $1,500,000 made by HJG in

1. February 2004. GORDON represented to the FIALKOV PARTIES that

VITROTECH had lined up institutional investors and in reliance on that,

1. HJG exercised some of its warrants early, which resulted in another

investment of $1,000,000. GORDON represented to FIALKOV prior to

1. ONTARIO making its loans to VITROTECH beginning in September

2004 that there were other investors who were prepared to make similar

1. loans to VITROTECH. GORDON made representations to the FIALKOV

PARTIES about additional sales that VITROTECH was making in the

1. Fall of 2004 after the ONTARIO September 29, 2004 agreement was put

in place. The FIALKOV PARTIES relied on each of these

1. misrepresentations when investing/loaning their respective monies to their

detriment. These representations were false and caused the FIALKOV

1. PARTIES to lose their substantial investments/loans.
2.  **FIRST RESPONDERS/CRITERION STRATEGIES:** GORDON fraudulently misrepresented to FIALKOV on behalf of HJG that HJG was
3. not the only committed party and that $3,000,000 was fully committed

(including HJG’s over $750,000). HJG and FIALKOV relied on these

1. misrepresentations to its detriment when HJG funded in excess of

$750,000, because HJG wanted to ensure that the company was fully

1. funded when it made its investment. In fact, the only additional funds

invested in the company were $250,000 investment made by a friend of

1. GORDON. These representations were false and caused the HJG to lose

in excess of $750,000 [because the company was under funded].

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* + **NATIONAL LAMPOON:** GORDON fraudulently misrepresented to
1. FIALKOV that the stock of this company would be worth at least triple

the initial entry price within one year of HJG’s investment. This did not

1. occur. FIALKOV and HJG relied on the misrepresentations when HJG

invested its respective monies to its detriment. The representations were

1. false and caused HJG to lose its investments.

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* 1. In connection with the Vitrotech Investment, the Fialkov Parties commenced state

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court litigation in the Los Angeles County Superior Court known as *1568931 Ontario, Ltd. vs.*

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*Tony Namvar, Steven T. Anapoell, et. al*. Case No. BC 353254 (“Anapoell Case”).

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* 1. The Fialkov Parties also commenced state court litigation in the Los Angeles

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Superior Court known as *Fialkov, et al. vs. Tony Namvar*, Case No. BC360246 (the “Queen Mary

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Case 2:13-ap-01536-DS Doc 1 Filed 05/17/13 Entered 05/17/13 17:51:37 Desc Main Document Page 5 of 15

1. Case”) relating to a separate agreement with Hamayon (“Tony”) Namvar who was also an
2. investor in the Vitrotech Investment.
3. 18. The Fialkov Parties and Gordon were also sued with respect to alleged guarantees
4. of certain loans and/or other financial accommodations made in connection with the Vitrotech
5. Investment by Namvar, and Vitrobirth, LLC a Delaware Limited Liability Company
6. (“Vitrobirth”)(collectively referred to herein as the “Vitrobirth Parties”). The loans and/or other
7. financial accommodations made to the Vitrobirth Parties are referred to as the Namvar Loans.
8. Both the Fialkov Parties and Gordon denied the alleged guarantees for the Namvar Loans.
9. 19. Subsequent to the making of the Namvar Loans, Vitrobirth and Ontario, LTD
10. entered into an “Intercreditor Agreement (Shared Collateral Agreement),” dated April 18, 2005
11. (the “Intercreditor Agreement”). A true and correct copy of the Intercreditor Agreement is
12. attached hereto as Exhibit 2. The principal amount due and owing to Vitrobirth in connection
13. with the Namvar Loans was approximately $2,500,000 plus interest, late charges, attorneys’ fees
14. and costs.
15. 20. Vitrobirth also commenced state court litigation against the Fialkov Parties and
16. Gordon in the Superior Court in and of Los Angeles County, known as *Vitrobirth, et. al. vs.*
17. *Fialkov, et. al*, Case No. BC 343267 (“Vitrobirth Case”).
18. 21. In late 2006 early 2007, Gordon requested that the Fialkov Parties enter into a
19. settlement agreement with the Namvar Parties (the “Namvar Settlement”). As a condition of the
20. Fialkov Parties entering into the Namvar Settlement, Gordon promised to reimburse the Fialkov
21. Parties $1,250,000 for its payments under the Namvar Settlement and also to repay the Fialkov
22. Parties the sum of $6,000,000 as set forth in the Settlement Agreement for its losses incurred in
23. connection with the Investments.
24. 22. Gordon made false statements regarding his assets, liabilities and made false
25. promises and the obligation to repay the $7.25 million without any intention of repaying the
26. Fialkov Parties to induce the Fialkov Parties in order to enter into the Namvar Settlement and to
27. give up the Anapoell and Queen Mary claims. Based on these false representations detailed
28. above and also set forth in the Settlement Agreement Exhibit 1 at p. 3, ¶¶ 16 and 17, the Fialkov

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Case 2:13-ap-01536-DS Doc 1 Filed 05/17/13 Entered 05/17/13 17:51:37 Desc Main Document Page 6 of 15

1. Parties agreed to settle their claims against Gordon and to also resolve the claims with the
2. Namvar Parties and dismiss the Anapoell and Queen Mary cases.
3. 23. Based on Gordon’s false representations, the Fialkov Parties entered into the
4. Namvar Settlement. Pursuant to the Namvar Settlement, the Fialkov Parties would be required
5. to: (a) pay the Namvar Parties the sum of $1,250,000 and (b) dismiss their claims, and causes, in
6. the Anapoell Case, the Queen Mary Case, and the Vitrobirth Case. As a condition to entering
7. into the Namvar Settlement, Gordon and the Fialkov Parties entered into the Settlement
8. Agreement.
9. 24. Furthermore, the false representations made by Gordon were expressly
10. incorporated into the Settlement Agreement and are deemed to be material representations relied
11. upon by the Fialkov Parties as detailed in the Settlement Agreement follows:
12. The facts, warranties and representations made above are incorporated in this AGREEMENT as if they had herein appeared.
13. Any representations of GORDON are deemed to be material

representations made before the EXECUTION DATE upon which

1. the FIALKOV PARTIES are relying in entering into both: (a) this AGREEMENT, and (b) the NSA. GORDON further admits,
2. concedes, and understands that the reliance of the FIALKOV

PARTIES on GORDON’s representations is reasonable, given the

1. facts, materials, and documents, which are available to the FIALKOV PARTIES on the EXECUTION DATE.

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1. Settlement Agreement at p. 3 ¶ 1.
2. 25. On or about January 8, 2007, Gordon also made fraudulent representations and
3. promises he never intended to honor or perform in connection with Settlement Agreement.
4. Specifically, in the Settlement Agreement, Gordon promised to pay the sum of $6,000,000 plus
5. the amount paid by the Fialkov Parties in the Namvar Settlement (the “Gordon Payment”). To
6. date, Gordon has failed to make any payments under the Settlement Agreement and the Fialkov
7. Parties are informed and believe that Gordon never had any intention of repaying the obligation
8. under the Settlement Agreement.
9. 26. The Fialkov Parties are informed and believe and on that basis allege that
10. Gordon’s promise to pledge his interest in a $1,000,000 AIG life insurance policy No. PR005411
11. (the “AIG Policy”) to the Fialkov Parties and to purchase an additional Universal Life Policy in

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Case 2:13-ap-01536-DS Doc 1 Filed 05/17/13 Entered 05/17/13 17:51:37 Desc Main Document Page 7 of 15

1. the face amount of not less than $3,000,000 as security for Gordon’s obligations under the
2. Settlement Agreement was false. The Fialkov Parties are informed and believe that Gordon never
3. pledged his interest in the AIG Policy to the Fialkov Parties and that the additional $3,000,000
4. policy was never obtained by Gordon. Such false representations were made by Gordon to the
5. Fialkov Parties in order to induce them to enter into the Settlement Agreement and the Namvar
6. Settlement.
7. 27. To induce the Fialkov Parties into entering into the Namvar Settlement and the
8. Settlement Agreement, Gordon represented that he had a 10% equity interest in the General
9. Partner (East Avenue Capital Partners, LLC) of the hedge fund called East End Capital Partners,
10. II., L.P. valued at $8,000,000. The Fialkov Parties are now informed and believe and on that
11. basis allege that these representations were false and that these false representations were made
12. by Gordon to the Fialkov Parties in order to induce them to enter into the Settlement Agreement
13. and the Namvar Settlement. Without the pledge of this alleged “asset,” the Fialkov Parties would
14. not have dismissed its claims in the Anapoell and Queen Mary Cases or entered into the Namvar
15. Settlement or the Settlement Agreement.
16. 28. The Fialkov Parties are informed and believe and on that basis allege that Gordon
17. never intended to honor his obligations under the Settlement Agreement. The Fialkov Parties are
18. also informed and believe and allege thereon that Gordon conspired to fraudulently induce the
19. Fialkov Parties to pay the Namvar Settlement in the amount of $1,250,000.
20. 29. The Fialkov Parties were further fraudulently induced by Gordon based on the
21. above false representations to guarantee part of Gordon’s obligations to Namvar under the
22. Namvar Settlement.
23. 30. In reliance on the Settlement Agreement and Gordon’s representations, on or about
24. January 10, 2007, Fialkov paid his obligation pursuant to the Namvar Settlement in full.
25. 31. In the Settlement Agreement, Gordon also promised to provide the Fialkov Parties:
26. (a) all of his (and his wife’s, if applicable) personal income tax returns commencing with the Year
27. 2006 Form 1040 tax Return (due, absent an extension, on April 15, 2007), until the Gordon
28. Payment was paid in full; and (b) all of the income tax returns of the entity in which Gordon

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Case 2:13-ap-01536-DS Doc 1 Filed 05/17/13 Entered 05/17/13 17:51:37 Desc Main Document Page 8 of 15

1. placed his 10% interest in East Avenue Capital Partners, LLC, commencing with the Year 2006
2. Tax Return (due, absent an extension, on March 15, 2007), until the Gordon Payment was paid in
3. full. To date, Gordon has failed to provide any of the information required by the Settlement
4. Agreement.
5. 32. On or about November 4, 2009, Gordon and the Fialkov Parties entered into a
6. Tolling Agreement to mutually extend the Statute of Limitations on the Settlement Agreement
7. and the underlying claims related thereto (the “Tolling Agreement”). A true and correct copy of
8. the Tolling Agreement is attached hereto as Exhibit 3.

# FIRST CLAIM FOR RELIEF

1. **Nondischargeability Based Upon False Pretenses, False Representations, and Actual Fraud**

11 **[11 U.S.C. § 523(a)(2)(A)]**

1. 33. Plaintiffs incorporate paragraphs 1 through 32 of this Complaint as if fully set
2. forth herein.
3. 34. Plaintiffs are informed and believe that the Defendant made material false
4. representations to the Plaintiffs with the knowledge of their falsity or with reckless disregard of
5. the truth with the intention that such representations be acted upon by Plaintiffs.
6. 35. Defendant made certain fraudulent misrepresentations designed to induce the
7. Fialkov Parties to dismiss their claims, and causes, in the Anapoell Case, the Queen Mary Case,
8. and the Vitrobirth Case. The Fialkov Parties relied on these representations by Gordon to the
9. Fialkov Parties’ detriment.
10. 36. Defendant made certain fraudulent misrepresentation designed to induce the
11. Fialkov Parties to pay the Namvar Parties the sum of $1,250,000 pursuant to the Namvar
12. Settlement. The Fialkov Parties relied on these representations by Gordon to the Fialkov Parties’
13. detriment.
14. 37. Plaintiffs are informed and believe that Gordon had no intention of repaying the
15. Fialkov Parties pursuant to the Settlement Agreement or living up to any of the promises made in
16. connection with the execution of the Settlement Agreement. 28

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Case 2:13-ap-01536-DS Doc 1 Filed 05/17/13 Entered 05/17/13 17:51:37 Desc Main Document Page 9 of 15

* 1. 38. The false representations made by Gordon were known to Gordon to be false when
	2. they were made, and these representations were intended to defraud, deceive and induce the
	3. Fialkov Parties to pay the Namvar Settlement and dismiss the related pending state court
	4. litigation as alleged above.
	5. 39. Plaintiffs, at the time these representations were made by Gordon, took the actions
	6. alleged herein and were ignorant of the falsity of Gordon’s representations and believed them to
	7. be true. In reliance on these representations, the Fialkov Parties were induced and did take the
	8. alleged actions herein, including paying off the entire $1,250,000 settlement to the Namvar
	9. Parties and dismissing the underlying state court claims to the benefit of Gordon. Had the
	10. Fialkov Parties known the actual facts, they would not have taken such actions. The Fialkov
	11. Parties’ reliance on Gordon’s representations was justified as set forth above.
	12. 40. Defendant obtained money and/or property of Plaintiffs by false pretenses, false
	13. representations, and/or actual fraud, other than a statement respecting the Debtor’s or an insider’s
	14. financial condition in violation of 11 U.S.C. § 523(a)(2)(A).
	15. 41. As a direct and proximate result of such conduct, Plaintiffs sustained the damages
	16. described more fully herein below, and according to proof at trial. Accordingly, the Defendant’s
	17. debt is for money obtained by false pretenses, false representations and actual fraud and should be
	18. held nondischargeable pursuant to Section 523(a)(2)(A) of the Bankruptcy Code together with
	19. prejudgment and post-judgment interest, plus costs and attorneys’ fees as allowed by law.
	20. 42. Because the debt arose under state law and because the state awards post-judgment
	21. interest, the Defendant’s liability for that interest should be held nondischargeable because it is
	22. ancillary to a nondischargeable debt described herein (*See In re Niles*, 106 F. 3d 1456 (9th Cir. 23 1997)).

# SECOND CLAIM FOR RELIEF

1. **For Willful and Malicious Injury By the Debtor to the Property of Another Entity**

26 [11 U.S.C. § 523(a)(6)]

1. 43. Plaintiffs hereby reallege and incorporate by reference the allegations set forth in
2. Paragraphs 1 through 32 as though set forth in full.

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Case 2:13-ap-01536-DS Doc 1 Filed 05/17/13 Entered 05/17/13 17:51:37 Desc Main Document Page 10 of 15

* 1. 44. Gordon willfully induced the Fialkov Parties to pay off the Namvar Settlement and
	2. to dismiss the underlying state court claims because Gordon was a co-defendant in the Vitrobirth
	3. lawsuit and had exposure relating to the underlying claims.
	4. 45. Gordon maliciously inflicted injury upon the Fialkov Parties by intentionally and
	5. wrongfully submitting false, misleading and inaccurate representations and warranties concerning
	6. his assets and liabilities, by making promises he had no intention of performing and by
	7. concealing material facts from the Fialkov Parties that he was obligated to disclose as a fiduciary.
	8. 46. Gordon intended the consequences of his actions, and his acts were willful since
	9. injury was substantially certain to result from his conduct.
	10. 47. As a proximate result of such conduct, Plaintiffs sustained the damages described
	11. herein, and as more fully determined in trial.
	12. 48. Accordingly, Plaintiffs suffered damages based upon Defendant’s willful and
	13. malicious conduct for Defendant’s own personal benefit and the amount of the debt to the Fialkov
	14. Parties should be held nondischargeable under § 523(a)(6).

# ECONOMIC AND ACTUAL DAMAGES

* 1. 49. Plaintiffs sustained the following economic and actual damages as a result of the
	2. actions and/or omissions of Defendant described herein:
	3. 50. Damages in an amount exceeding $7.25 million dollars.
	4. 51. As a result of Defendant’s actions, Defendant is liable to the Fialkov Parties in an
	5. amount in excess of $7.25 million dollars.

# RESERVATION OF RIGHTS

* 1. 52. Plaintiffs reserve all of their rights to amend this Complaint as they deems
	2. necessary and appropriate, including, without limitation, adding any additional allegations, claims
	3. for relief, or prayer for relief.
	4. **WHEREFORE,** Plaintiffs pray for Judgment against Defendant as follows:
	5. 1. On the First and Second Claims for Relief that this Court determine the liability of
	6. the Defendant to the Plaintiffs to be nondischargeable pursuant to the provisions of 28 ///

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Case 2:13-ap-01536-DS Doc 1 Filed 05/17/13 Entered 05/17/13 17:51:37 Desc Main Document Page 11 of 15

1. §§ 523(a)(2)(A) and/or (a)(6) of the Bankruptcy Code, respectively, in an amount to be
2. determined at trial;
3. 2. For reasonable attorneys’ fees;
4. 3. For all costs incurred in connection with these proceedings; and
5. For such other and further relief as this Court deems just and proper. 6

DATED: May 17, 2013 MARGULIES FAITH, LLP

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1. By: *\_ /s/ Jeremy W. Faith*

Jeremy W. Faith

1. Meghann Triplett

Attorneys for Plaintiff Howard Fialkov,

1. HJG Partnership and 1568931 Ontario LTD

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Main Document Page 12 of 15

**DIVISION**

|  |  |
| --- | --- |
| Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email AddressJEREMY W. FAITH (State Bar No. 190647) MEGHANN TRIPLETT (State Bar No. 268005) MARGULIES FAITH, LLP16030 Ventura Boulevard, Suite 470Encino, CA 91436Telephone: (818) 705-2777Facsimile: (818) 705-3777Email: Jeremy@MarguliesFaithLaw.com Email: Meghann@MarguliesFaithLaw.com*Attorney for Plaintiff* | FOR COURT USE ONLY |
| **UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION** |
| In re:Antony Gordon,Debtor(s). | CASE NO.: 2:13-bk-14465-PCCHAPTER: 7 |
| ADVERSARY NUMBER: |
| 1568931 ONTARIO LTD., an Ontario (Canada) Corporation, HJG PARTNERSHIP, an Ontario (Canada) Partnership, and HOWARD FIALKOV, an individual,Plaintiff(s)VersusAntony Gordon, an individual,Defendant(s) | **SUMMONS AND NOTICE OF STATUS CONFERENCE IN ADVERSARY PROCEEDING [LBR 7004-1]** |

TO THE DEFENDANT: A Complaint has been filed by the Plaintiff against you. If you wish to defend against the Complaint, you must file with the court a written pleading in response to the Complaint. You must also serve a copy of your written response on the party shown in the upper left-hand corner of this page. The deadline to file and serve a written response is . If you do not timely file and serve the response, the court may enter a judgment by default against you for the relief demanded in the Complaint.

A status conference in the adversary proceeding commenced by the Complaint has been set for:

**Hearing Date:**

**Time: Courtroom:**

**Place:**

255 East Temple Street, Los Angeles, CA 90012 3420 Twelfth Street, Riverside, CA 92501

411 West Fourth Street, Santa Ana, CA 92701 1415 State Street, Santa Barbara, CA 93101

21041 Burbank Boulevard, Woodland Hills, CA 91367

Main Document Page 13 of 15

**You must comply with LBR 7016-1, which requires you to file a joint status report and to appear at a status conference.** All parties must read and comply with the rule, even if you are representing yourself. You must cooperate with the other parties in the case and file a joint status report with the court and serve it on the appropriate parties at least 14 days before a status conference. A court-approved joint status report form is available on the court’s website (LBR form F 7016-1.1) with an attachment for additional parties if necessary (LBR form F 7016-1.1a). If the other parties do not cooperate in filing a joint status report, you still must file with the court a unilateral status report and the accompanying required declaration instead of a joint status report 7 days before the status conference. **The court may fine you or impose other sanctions if you do not file a status report. The court may also fine you or impose other sanctions if you fail to appear at a status conference.**

**KATHLEEN J. CAMPBELL CLERK OF COURT**

Date of Issuance of Summons and Notice of Status Conference in Adversary Proceeding:

By: Deputy Clerk

**FORM B104 (08/07)**

Main Document Page 14 of 15

**2007 USBC, Central District of California**

|  |  |
| --- | --- |
| **ADVERSARY PROCEEDING COVER SHEET**(Instructions on Page 2) | **ADVERSARY PROCEEDING NUMBER**(Court Use Only) |
| **PLAINTIFFS**1568931 Ontario LTD., an Ontario (Canada) Corporation; HJG PARTNERSHIP, an Ontario (Canada) Partnership; and Howard Fialkov, an individual | **DEFENDANTS**Antony Gordon |
| **ATTORNEYS** (Firm Name, Address, and Telephone No.)Margulies Faith, LLP16030 Ventura Blvd., Suite 470, Encino, CA 91436Phone: (818) 705-2777 | **ATTORNEYS** (If Known) |
| **PARTY** (Check One Box Only) | **PARTY** (Check One Box Only) |
| G Debtor | G U.S. Trustee/Bankruptcy Admin | ✔G Debtor | G U.S. Trustee/Bankruptcy Admin |
| G✔ Creditor | G Other | G Creditor | G Other |
| G Trustee | G Trustee |
| **CAUSE OF ACTION** (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)1. NonDischargeability due to False Pretenses, False Representations, and Actual Fraud - 11 U.S.C § 523(a)(2)(A); 2. NonDischareability due to Willfull and Malicious Injury by the Debtor to Property of Another Entity - 11 U.S.C. § 523(a)(6) |
| **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**G 11-Recovery of money/property - §542 turnover of propertyG 12-Recovery of money/property - §547 preferenceG 13-Recovery of money/property - §548 fraudulent transferG 14-Recovery of money/property - other**FRBP 7001(2) – Validity, Priority or Extent of Lien**G 21-Validity, priority or extent of lien or other interest in property**FRBP 7001(3) – Approval of Sale of Property**G 31-Approval of sale of property of estate and of a co-owner - §363(h)**FRBP 7001(4) – Objection/Revocation of Discharge**G 41-Objection / revocation of discharge - §727(c),(d),(e)**FRBP 7001(5) – Revocation of Confirmation**G 51-Revocation of confirmation**FRBP 7001(6) – Dischargeability**G 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claimsG1 62-Dischargeability - §523(a)(2), false pretenses, falserepresentation, actual fraudG 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement,larceny**(continued next column)** | **FRBP 7001(6) – Dischargeability (continued)**G 61-Dischargeability - §523(a)(5), domestic supportG2 68-Dischargeability - §523(a)(6), willful and malicious injuryG 63-Dischargeability - §523(a)(8), student loanG 64-Dischargeability - §523(a)(15), divorce or separation obligation(other than domestic support)G 65-Dischargeability - other**FRBP 7001(7) – Injunctive Relief**G 71-Injunctive relief – imposition of stayG 72-Injunctive relief – other**FRBP 7001(8) Subordination of Claim or Interest**G 81-Subordination of claim or interest**FRBP 7001(9) Declaratory Judgment**G 91-Declaratory judgment**FRBP 7001(10) Determination of Removed Action**G 01-Determination of removed claim or cause**Other**G SS-SIPA Case – 15 U.S.C. §§78aaa *et.seq.*G 02-Other (e.g. other actions that would have been brought in statecourt if unrelated to bankruptcy case) |
| G Check if this case involves a substantive issue of state law | G Check if this is asserted to be a class action under FRCP 23 |
| G Check if a jury trial is demanded in complaint | Demand $ 7,250,000.00 |
| Other Relief Sought |

**FORM B104 (08/07), page 2**

Main Document Page 15 of 15

**2007 USBC, Central District of California**

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| **BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES** |
| **NAME OF DEBTOR**Antony Gordon | **BANKRUPTCY CASE NO.**2:13-bk-14465 |
| **DISTRICT IN WHICH CASE IS PENDING**Central District of California | **DIVISIONAL OFFICE**Los Angeles | **NAME OF JUDGE**Peter H. Carroll |
| **RELATED ADVERSARY PROCEEDING (IF ANY)** |
| **PLAINTIFF** | **DEFENDANT** | **ADVERSARY PROCEEDING NO.** |
| **DISTRICT IN WHICH ADVERSARY IS PENDING** | **DIVISIONAL OFFICE** | **NAME OF JUDGE** |
| **SIGNATURE OF ATTORNEY (OR PLAINTIFF)**/s/ JEREMY W. FAITH |
| **DATE**5/17/13 | **PRINT NAME OF ATTORNEY (OR PLAINTIFF)**Jeremy W. Faith |

**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.