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5 Attorney for Plaintiff/Judgment Creditor Bree Walker Lampley

6
7 UNITED STATES BANKRUPTCY COURT
8 CENTRAL DISTRICT OF CALIFORNIA
9

10 IN RE:

11 JAMES GROVER MATESON,
12 Chapter 7
13 v.
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16
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Case No.: 9;11-BK-12680-RR

COMPLAINT TO DETERMINE
DISCHARGEABILITY OF DEBT

18 JURISDICTION AND PARTIES

19 1. This is an adversary proceeding brought to determine the dischargeability of
20 a debt, and a core proceeding over which the above-entitled Court has jurisdiction
21 under 28 U.S.C. § 157(b)(2)(A), (I), and/or (O), and 28 U.S.C. § 1334(b). Therefore
22 the above-entitled Court also has jurisdiction to enter a money judgment that is
23 nondischargeable in any bankruptcy proceeding.

24 2. At all times herein material BREE WAKER LAMPLEY ("plaintiff"), is an
25 individual residing in Los Angeles County, California, in the geographic jurisdiction
26 of the above-entitled Court.

27 3. Defendant JAMES GROVER MATESON (collectively, "MATESON") is
28 an individual; MATESON is the debtor in chapter 7 case number 9;11-bk-12680-RR

1 filed in the Santa Barbara Division of the above-entitled Court on or about June 6,
2 2011. At all times herein material MATESON resides in the City of Santa Barbara,
3 California, in the geographic jurisdiction of the above-entitled Court.

4 4. ALAN CRUTCHFIELD, (collectively "CRUTCHFIELD") is the debtor in
5 chapter 7 case number 9;11-bk-12679-RR filed in the Santa Barbara Division of the
6 above-entitled Court on or about June 6, 2011. At all times herein material
7 CRUTCHFIELD resides in the City of Santa Barbara, California, in the geographic
8 jurisdiction of the above-entitled Court.

9 5. IMVERSE ASIA INC., by ALAN CRUTCHFIELD, PRESIDENT,
10 (collectively "IMVERSE ASIA") is a Corporation doing business in Santa Barbara
11 California. At all times herein material CRUTCHFIELD resides in the City of Santa
12 Barbara, California, in the geographic jurisdiction of the above-entitled Court.

13 FIRST CLAIM FOR RELIEF

14 6. Plaintiff repeats, realleges, and incorporate herein by reference, each and
15 every allegation contained in paragraphs 1-5, inclusive, hereinabove, as though set
16 forth in full.

17 7. Plaintiff sued MATESON, and additional Defendants, for Fraud and Breach
18 of Written Contract, in Santa Barbara Superior Court action number 13440456
19 entitled Bree Walker; v. IMVERSE ASIA INC., by ALAN CRUTCHFIELD,
20 PRESIDENT, ALAN CRUTCHFIELD, DEFENDANT, AND JAMES MATESON,
21 DEFENDANT; and DOES 1-100. ("Superior Court action").

22 8. That Superior Court action was based on Defendants' ongoing "Ponzi
23 Scheme" and with Defendants' and each of them deliberately intending to defraud
24 Plaintiff by obtaining money from Plaintiff based on a personal loan to Defendants;
25 and Defendants' and each of them, had no intent to ever repay the loan.

26 9. On January 14, 2011, the first scheduled day of trial, Defendants and each
27 of them, entered into a delayed stipulated Court supervised judgment with Plaintiff.
28

1 10. The terms of the settlement agreement entered into by BREE WALKER
2 LAMPLEY and IMVERSE ASIA INC., by ALAN CRUTCHFIELD, PRESIDENT,
3 ALAN CRUTCHFIELD, DEFENDANT, AND JAMES MATESON, DEFENDANT
4 on January 14, 2011 was a Court supervised delayed money judgment for
5 \$270,000.00 plus interest and was entered in favor of plaintiff, jointly and severally,
6 and against defendants, and each of them.

7 11. The terms of the settlement entered into by BREE WALKER LAMPLEY
8 and IMVERSE ASIA INC., by ALAN CRUTCHFIELD, PRESIDENT, ALAN
9 CRUTCHFIELD, DEFENDANT, AND JAMES MATESON, DEFENDANT on
10 January 14, 2011, specifically required that the debt of \$270,000.00 was due and
11 payable to PLAINTIFF in 90 days, but not later than 180 days if certain conditions
12 were met. If the conditions were not met, the debt was immediately due and
13 payable April 18, 2011.

14 12. The terms of the settlement entered into by BREE WALKER LAMPLEY
15 and IMVERSE ASIA INC., by ALAN CRUTCHFIELD, PRESIDENT, ALAN
16 CRUTCHFIELD, DEFENDANT, AND JAMES MATESON, DEFENDANT on
17 January 14, 2011, required that the judgment against all Defendants, was to be joint
18 and several and the debt was not dischargeable in Bankruptcy Court pursuant to 11
19 U.S.C. 523, et al, based on the conduct of the Defendants.

20 13. Plaintiff's said judgment against JAMES GROVER MATESON,
21 IMVERSE ASIA, INC., AND ALAN CRUTCHFIELD in the Superior Court action
22 is unsatisfied; through July 25, 2011. JAMES GROVER MATESON, IMVERSE
23 ASIA, INC., AND ALAN CRUTCHFIELD judgment debt to plaintiff for principal,
24 pre-judgment and post-judgment interest, pre-judgment costs, and post-judgment
25 costs, totals \$270,000.00.

26 14. Plaintiff is informed and believe, and thereon allege, that JAMES
27 GROVER MATESON, IMVERSE ASIA, INC., AND ALAN CRUTCHFIELDS'
28 acts and conduct that led to the entry of said judgment against them, jointly and

1 severely in the Superior Court action were and are willful and malicious injury to the
2 person and/or property of each of the plaintiffs within the meaning of 11 U.S.C.
3 §523(a)(6), therefore JAMES GROVER MATESON, IMVERSE ASIA, INC., AND
4 ALAN CRUTCHFIELD said \$270,000.00 judgment debt to plaintiff is
5 nondischargeable in bankruptcy.

6 15. On June 7, 2011, PLAINTIFF requested the Court Honorable Thomas
7 Anderle, Department 5, Santa Barbara Superior Court, enter judgment against
8 defendants, jointly and severely for \$270,000.00.

9 16. Plaintiff was informed at that June 7, 2011 hearing that Defendants'
10 JAMES GROVER MATESON, AND ALAN CRUTCHFIELD filed for Bankruptcy
11 on June 6, 2011.

12 17. The terms of the settlement entered into by BREE WALKER LAMPLEY
13 and IMVERSE ASIA INC., by ALAN CRUTCHFIELD, PRESIDENT, ALAN
14 CRUTCHFIELD, DEFENDANT, AND JAMES MATESON, DEFENDANT on
15 January 14, 2011 at Santa Barbara, California, a copy of which is attached as Exhibit
16 "1" and incorporated herein by reference

17 18. The terms of the settlement entered into by BREE WALKER LAMPLEY
18 and IMVERSE ASIA INC., by ALAN CRUTCHFIELD, PRESIDENT, ALAN
19 CRUTCHFIELD, DEFENDANT, AND JAMES MATESON, DEFENDANT on
20 January 14, 2011 at Santa Barbara, California, was read into the Court Record, in
21 open Court, a copy of which is attached as Exhibit "2" and incorporated herein by
22 reference.

23 WHEREFORE, Plaintiff BREE WALKER LAMPLEY, prays for judgment
24 against, ALAN CRUTCHFIELD, DEFENDANT, AND JAMES MATESON,
25 DEFENDANT, and each of them:

26 1. For this Court's order that the total principal, interest, and costs set forth in
27 the Judgment entered in favor of plaintiff and against defendant ALAN
28 CRUTCHFIELD, AND JAMES MATESON, DEFENDANT in Santa Barbara

1 Superior Court case number 1340456, \$270,000.00, is nondischargeable in
2 bankruptcy;

3 2. For this Court's order that all post-judgment interest on the said
4 \$270,000.00 Judgment, and all post-judgment costs incurred to enforce that
5 Judgment under the laws of California through the June 20, 2011 filing of his
6 Chapter 7 cases 911-bk-12679-RR, and 911-bk-12680-RR a total of \$270,000.00, is
7 nondischargeable in bankruptcy;

8 3. For post-judgment interest on \$270,000.00, at the federal maximum legal
9 rate from June 20, 2011 through entry of judgment herein, and for this Court's order
10 that all such sums are nondischargeable in bankruptcy;

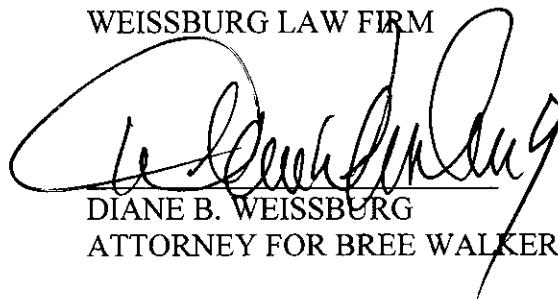
11 4. For plaintiff's costs incurred herein, and for this Court's order that all such
12 sums are nondischargeable;

13 5. For entry of judgment in favor of BREE WALKER LAMPLEY and against
14 ALAN CRUTCHFIELD, DEFENDANT, AND JAMES MATESON,
15 DEFENDANT, and each of them:

16 Dated: July 26, 2011

WEISSBURG LAW FIRM

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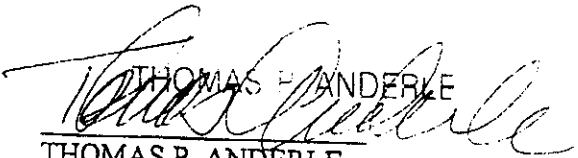


DIANE B. WEISSBURG
ATTORNEY FOR BREE WALKER LAMPLEY

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1 IT IS ORDERED that an order shortening time for a hearing on Plaintiff's request for
2 the Court to Order Judgment for Plaintiff BREE WALKER LAMPLEY against Defendants
3 IMVERSE ASIA INC., by ALAN CRUTCHFIELD, PRESIDENT, ALAN CRUTCHFIELD,
4 DEFENDANT, AND JAMES MATESON, DEFENDANT, jointly and severally, pursuant to the
5 settlement agreement dated January 14, 2011, for \$247,000.00, plus attorney fees of \$22,000.00,
6 and costs in the amount of \$1,100.00, plus 10% interest is hereby granted. Judgment for Plaintiff
7 BREE WALKER LAMPLEY against shall be entered against Defendants IMVERSE ASIA INC.,
8 ~~by ALAN CRUTCHFIELD, PRESIDENT, ALAN CRUTCHFIELD, DEFENDANT, AND~~
9 ~~JAMES MATESON, DEFENDANT, jointly and severally, pursuant to the January 14, 2011,~~
10 ~~settlement agreement.~~
11 ~~settlement agreement.~~
12 settlement agreement.

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14 Dated: June 22, 2011

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17 THOMAS P. ANDERLE
18 JUDGE OF THE SUPERIOR COURT
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THOMAS P. ANDERLE

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22 * THE COURT RESERVES JURISDICTION AS TO
23 DEFENDANTS MATSON AND CRUTCHFIELD HAVING BEEN
24 ADVISED THAT THEY HAVE FILED BANKRUPTCY ASSETS
25 THE COURT DID NOT SEE THAT ANY DOCUMENTS
26 HAVE BEEN FILED IN THIS CASE INDICATING THAT
27 WAS THE STATUS
28

6/22/11.

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 FOR THE COUNTY OF SANTA BARBARA

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4 BREE WALKER,)
5 Petitioner,)
6 -vs-) Case No. 1340456
7 IMVERSE ASIA INC et al,)
8 Respondents.)
9 -----)

10 REPORTER'S TRANSCRIPT OF SETTLEMENT PROCEEDINGS

11 BEFORE HON. COLLEEN K. STERNE, JUDGE

12 DEPARTMENT 5
13 SANTA BARBARA, CALIFORNIA
Friday, January 14, 2011

14 APPEARANCES:

15 For the Petitioner: DIANE WEISSBURG, ESQ

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17 For the Respondent: JAMES MC KEE, ESQ.
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21 Reported by: SHELLEY HOUCHENS, CSR,
22 Official Reporter
23 CSR. No. 13227

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1 SANTA BARBARA, CALIFORNIA; FRIDAY, JANUARY 14, 2011;

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3 DEPARTMENT NO. 5 HON. COLLEEN K. STERNE, JUDGE

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9 THE COURT: Case number 11, 13440456 Bree
10 Walker versus Imverse Asia Inc et al.

11 MS. WEISSBURG: Yes, your Honor, we do have
12 a settlement thanks to the mediator.

13 THE COURT: Who will recite the terms of the
14 settlement?

15 MS. WEISSBURG: Diane Weissburg on behalf of
16 Bree Walker, who is present in court.

17 MR. MC KEE: James McKee on behalf of
18 Imverse Asia Inc and Alan Crutchfield and James
19 Matteson, defendants.

20 THE COURT: Go ahead, please.

21 MS. WEISSBURG: Thank you, your Honor. I'm
22 going to talk slowly for your benefit.

23 Your Honor, settlement of all claims pending
24 in this case has been resolved. If all terms of the
25 settlement agreement are met, then the plaintiff's
26 causes of action will be dismissed with prejudice based
27 on the following terms: One, defendants in each of them
28 agree to pay to the plaintiff a total of \$247 plus

1 accrued interest -- \$247,000 plus accrued interest,
2 attorney's fees and costs. That sum shall be paid in
3 90 days from today's date. In the event that \$50,000 is
4 paid by these defendants during the 90-day period,
5 credit shall be given for that amount against the total
6 amount do you and it is agreed by the parties that the
7 date for filing any judgment will be stayed for an
8 additional 30 days. Judgment will be joint in several
9 against all of defendants. In the event that the
10 balance due is not paid in 90 days plus the additional
11 30 days, if the \$50,000 payment is made, the judgment
12 for \$247,000 plus interest at the current legal rate of
13 10 percent attorney's fees and costs shall be filed and
14 shall become a judgment for full amount as set forth
15 here in jointly and severally against each defendant.

16 In the event that the defendants pay nothing
17 within the 90-day period judgment shall be entered under
18 those terms and shall be filed by the plaintiff. This
19 judgment cannot be discharged in bankruptcy court
20 because of the conduct of these defendants. And each of
21 them, pursuant to a title 11 U.S. Code Section 523,
22 accept the terms of the settlement agreement is
23 confidential and shall remain so.

24 THE COURT: And is there any understanding
25 of what the amount of the attorney's fees are, or is
26 that subject to --

27 MS. WEISSBURG: It's subject to collection.
28 Right now your Honor, the attorneys fees are

1 approximately \$22,000 since the inception of the case.
2 And then it would be 10 percent interest based on
3 statute in California from the date of the judgment
4 instead of the date of the breach of the loan agreement.

5 THE COURT: Very well. Any other --

6 MS. WEISSBURG: There would be costs
7 approximately -- right now I believe it's \$1100, the
8 original filings fees, service, things like that.

9 THE COURT: And Mr. McKee, anything else you
10 want to add?

11 MR. MC KEE: Well I don't think our costs
12 are -- no, nothing else.

13 THE COURT: Ms. Weissburg, if you'd inquire
14 of your client please.

15 MS. WEISSBURG: Thank you. You are Bree
16 Walker.

17 MS. WALKER: Yes, I am.

18 MS. WEISSBURG: And you loaned the
19 defendants Allen Cruthfield James Matteson and Imverse
20 Asia \$247,000?

21 MS. WALKER: Correct.

22 MS. WEISSBURG: And do you agree to the
23 terms as I just recited them to the court?

24 MS. WALKER: I agree to these terms.

25 THE COURT: And do you understand by
26 agreeing to these terms you'll never be able to come
27 back and seek any additional sum of money?

28 MS. WALKER: I understand.

1 THE COURT: And you've had a chance to
2 discuss the matter with your attorney and she's
3 satisfied any questions that you have.

4 MS. WALKER: She has.

5 THE COURT: Very well. Mr. McKee, if you
6 would inquire please.

7 MR. MC KEE: Well, we --

8 THE COURT: Let me just ask --

9 MR. MC KEE: We have discussed the terms of
10 the settlement and you agree, both of you, each of you
11 agree to the settlement?

12 MR. CRUTCHFIELD: Yes for ourselves and for
13 the company.

14 MR. MATTESON: I do agree.

15 THE COURT: It will be considered a
16 court-supervised settlement conditional in nature. Are
17 you going to put something in writing?

18 MS. WEISSBURG: Your Honor, I was going to
19 put this into an actual judgment, submit it to defense
20 counsel for his approval as to form, not content because
21 the content is on the record. And then submit it to the
22 Court for signature, your Honor, at the conclusion of
23 the time period as specified.

24 THE COURT: It will be --

25 MS. WEISSBURG: It will be deferred until
26 that period.

27 THE COURT: So all that will prepared is a
28 deferred judgement.

1 MS. WEISSBURG: Right.

2 THE COURT: And so words we're going to go
3 ahead and put it on the case management calendar
4 120 days out. Because then we'll know dispositively
5 whether the 30-day extension applied.

6 MS. WEISSBURG: That's correct.

7 THE COURT: So I'm going to put it on the
8 Court's case management calendar on Monday, June 6th, at
9 8:30 a.m. If the dismissal has been filed by that time,
10 then no one need appear. On the other hand if there are
11 issues, then the parties will need to be present.

12 THE CLERK: Shouldn't this be in department
13 3?

14 THE COURT: He's Tuesday.

15 THE CLERK: Yes.

16 THE COURT: So instead of the 6th of June,
17 it would be the 7th. So June 7th at 8:30 a.m. That's in
18 Judge Anderle's department.

19 MR. MC KEE: So we need to come back?

20 THE COURT: If you don't pay and a dismissal
21 is not on file, you'll have to make that appearance. If
22 the dismissal has been filed --

23 MR. MC KEE: On June 7th, okay.

24 THE COURT: -- then no one need come.

25 MR. MC KEE: All right.

26 THE COURT: And your trial date of 1/25 of
27 2011 and any other date expect for the CMC are vacated.

28 MS. WEISSBURG: Thank you, your Honor.

1 MR. MC KEE: Thank you.
2 (Proceedings in the above-entitled matter
3 were concluded.)
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REPORTER'S CERTIFICATE

BREE WALKER,)
Petitioner,)
-vs-) Case No. 1340456
IMVERSE ASIA INC et al,)
Respondents.)
-----)

I, SHELLEY HOUCHENS, CSR, Official Reporter of
the above-entitled court, do hereby certify:

That I am a Certified Shorthand Reporter of the
State of California, duly licensed to practice; that I
did report in Stenotype oral proceedings had upon
hearing of the aforementioned cause at the time and
place hereinbefore set forth; that the foregoing pages
numbered 1 through 6, inclusive, constitute to the best
of my knowledge and belief a full, true, and correct
computer-aided transcription from my said shorthand
notes so taken for the date of Friday, January 14, 2011.

Dated at Santa Barbara, California, this 23rd day
of January, 2011.

-----CSR,
Official Reporter, CSR No. 13227

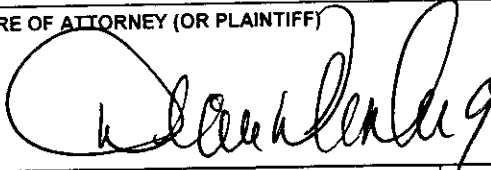
FORM B104 (08/07)

2007 USBC, Central District of California

ADVERSARY PROCEEDING COVER SHEET (Instructions on Page 2)		ADVERSARY PROCEEDING NUMBER (Court Use Only)												
PLAINTIFFS Bree Walker Lampley	DEFENDANTS James Grover Mateson	<div style="border: 2px solid black; padding: 5px; font-size: 1.2em; font-weight: bold;">FILED</div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px; font-size: 1.5em; font-weight: bold;">JUL 26 2011</div> <div style="font-size: 0.8em; margin-top: 5px;">CLERK, U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY Deputy Clerk</div>												
ATTORNEYS (Firm Name, Address, and Telephone No.) Diane B. Weissburg, Esq. 4724 La Villa Marina, #J, Marina del Rey, CA 90292 (310) 577-0871	ATTORNEYS (If Known) Richard Hall, Esq. POB 237, Auburn, CA 95604 (530) 888-7100													
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee													
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Fraud, Fraudulent Breach of Written Settlement Agreement; Judgment. for 270,000.00D. Debtors settlement agreement was based on actual fraud cause of action. Settlement agreement in open court specifically precluded debt being discharge in Bankruptcy Court, due to the conduct of the parties. Code Sections 11 U.S.C, 523,et seq.; 523(a)(6); 523(a)(2); and 523 (a)(4).														
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.)														
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other </td> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input checked="" type="checkbox"/> 62-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input checked="" type="checkbox"/> 65-Dischargeability - other </td> </tr> <tr> <td style="vertical-align: top; border: none;"> FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property </td> <td style="vertical-align: top; border: none;"> FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other </td> </tr> <tr> <td style="vertical-align: top; border: none;"> FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) </td> <td style="vertical-align: top; border: none;"> FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest </td> </tr> <tr> <td style="vertical-align: top; border: none;"> FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) </td> <td style="vertical-align: top; border: none;"> FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment </td> </tr> <tr> <td style="vertical-align: top; border: none;"> FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation </td> <td style="vertical-align: top; border: none;"> FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause </td> </tr> <tr> <td style="vertical-align: top; border: none;"> FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 67-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input checked="" type="checkbox"/> 68-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny </td> <td style="vertical-align: top; border: none;"> Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa et seq. <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case) </td> </tr> </table>			FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input checked="" type="checkbox"/> 62-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input checked="" type="checkbox"/> 65-Dischargeability - other	FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property	FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other	FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h)	FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest	FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)	FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment	FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation	FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause	FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 67-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input checked="" type="checkbox"/> 68-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny	Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa et seq. <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
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FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)	FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment													
FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation	FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause													
FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 67-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input checked="" type="checkbox"/> 68-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny	Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa et seq. <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)													
(continued next column)														
<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23													
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$ 270,000.00													
Other Relief Sought														

FORM B104 (08/07), page 2

2007 USBC, Central District of California

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR James Grover Mateson		BANKRUPTCY CASE NO. 9:11-bk-12680RR
DISTRICT IN WHICH CASE IS PENDING Central District	DIVISIONAL OFFICE Santa Barbara	NAME OF JUDGE Hon. Robin L. Riblet
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF Bree Walker Lampley	DEFENDANT Alan Crutchfield	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING Central District	DIVISIONAL OFFICE Santa Barbara	NAME OF JUDGE Hon. Robin L. Riblet
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE 7/25/11	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Diane B. Weissburg	

INSTRUCTIONS

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

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

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

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

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

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

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

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