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9

10 **UNITED STATES BANKRUPTCY COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION**

13 In re
14 **AB CAPITAL, LLC, a California limited**
liability company,
15
16 Debtor.

Case No. 8:22-bk-11585-TA
Chapter 7 (Involuntary)
Bankruptcy Adv. No.

COMPLAINT FOR:

17 RICHARD A. MARSHACK, Chapter 7
Trustee,
18
19 Plaintiff,
20 vs.

1. **BREACH OF FIDUCIARY DUTY**
2. **CONVERSION**
3. **MONEY HAD AND RECEIVED**
4. **UNJUST ENRICHMENT**
5. **TURNOVER OF PROPERTY TO THE ESTATE (11 U.S.C. § 542)**
6. **TURNOVER OF PROPERTY BY A CUSTODIAN (11 U.S.C. § 543)**
7. **AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFER (11 U.S.C. § 548)**
8. **AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFER (Cal. Civil Code § 3439(a)(1))**
9. **VIOLATION OF CAL. PENAL CODE § 496(a)**

21 **JOSHUA R. PUKINI**, individually and as
trustee of The Joshua R. Pukini Trust dated
June 27, 2013; **RYAN YOUNG**, individually
22 and as trustee of The Young Family Trust dated
August 24, 2014, The Ryan J. Young Trust and
23 The Young Ryan Trust; EDMUND
VALASQUEZ, JR., an individual; 108
24 AVENIDA SERRA, LLC, a California limited
liability company; 1034 W BALBOA, LLC, a
25 California limited liability company; 31831
SUNSET LLC, a California limited liability
26 company; AB CAPITAL FUND A, LLC, a
California limited liability company; AB
27 CAPITAL FUND B, LLC, a California limited
liability company; AB CAPITAL HOLDINGS
28 I, LLC, a California limited liability company;

[DEMAND FOR JURY TRIAL]

1 AB CAPITAL LFD, INC., a California
2 corporation; ABC 2260 SAN YSIDRO LLC, a
3 California limited liability company; BDP
4 DEVELOPMENT PARTNERS, LLC, a
5 California limited liability company; CAL-
6 PAC DISTRESSED REAL ESTATE FUND I,
7 LLC, a California limited liability company;
8 CALPAC MANAGEMENT, INC., a California
9 corporation; CALPAC MORTGAGE FUND,
10 LLC, a California limited liability company;
11 LIVING ART WORKS LLC, a California
12 limited liability company; LUNA
13 CONSTRUCTION MANAGEMENT, LLC, a
14 California limited liability company;
15 TABLEROCK ENTERPRISES, LLC, a
16 California limited liability company,

Defendants.

12 Plaintiff, Richard A. Marshack, solely in his capacity as Interim Trustee for the bankruptcy
13 estate of AB Capital, LLC (“Trustee” or “Plaintiff”), files this Complaint against Defendants, Joshua
14 R. Pukini, individually and as trustee of the Joshua R. Pukini Trust (“Pukini”); Ryan Young,
15 individually and as trustee of the Young Family Trust, the Ryan J. Young Trust, and the Young
16 Ryan Trust (“Young”); Edmund Valasquez, Jr., an individual (“Valasquez”); 108 Avenida Serra,
17 LLC, a California limited liability company (“108”); 1034 W Balboa, LLC, a California limited
18 liability company (“1034”); 31831 Sunset LLC, a California limited liability company (“31831”);
19 AB Capital Fund A, LLC, a California limited liability company (“Fund A”); AB Capital Fund B,
20 LLC, a California limited liability company (“Fund B”); AB Capital Holdings I, LLC (“ABCH”), a
21 California limited liability company; AB Capital LFD, INC., a California corporation (“ABCL”);
22 ABC 2260 San Ysidro LLC, a California limited liability company (“ABC 2260”); BDP
23 Development Partners, LLC, a California limited liability company (“BDP”); Cal-Pac Distressed
24 Real Estate Fund I, LLC, a California limited liability company (“Cal-Pac Distressed”); CalPac
25 Management, Inc., a California corporation (“CalPac Management”); CalPac Mortgage Fund, LLC,
26 a California limited liability company (“CalPac Mortgage”); Living Art Works LLC, a California
27 limited liability company (“Living Art”); Luna Construction Management, LLC, a California

1 limited liability company (“Luna”); and Tablerock Enterprises, LLC, a California limited liability
2 company (“Tablerock”), and alleges as follows:

3 **SUMMARY OF CLAIMS**

4 1. Plaintiff is the Chapter 7 Trustee of AB Capital, LLC. Prior to bankruptcy, Debtor
5 and its principals breached their fiduciary duties by looting and fraudulently transferring Debtor’s
6 assets, misappropriating Debtor’s business opportunities, and defrauding creditors. By this
7 complaint, Trustee seeks to recover damages from such tortious conduct and avoid and recover
8 Debtor’s fraudulent transfers.

9 **STATEMENT OF JURISDICTION AND VENUE**

10 2. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C.
11 §§ 157(c)(1) and 1334 in that this proceeding arises in and is related to the Chapter 7 bankruptcy
12 case pending in the United States Bankruptcy Court of the Central District of California, Santa Ana
13 Division (“Bankruptcy Court”), entitled *In re AB Capital, LLC, a California limited liability*
14 *company*, Case No. 8:22-bk-11585-TA on the Bankruptcy Court’s docket (“Bankruptcy Case”).

15 3. Plaintiff, as Trustee for Debtor’s Estate, has standing to bring this action under, and
16 to prosecute the asserted claims pursuant to, 11 U.S.C. §§ 303(g), 323, 542, 543, 544, 547, 548, 550,
17 and 551.

18 4. This action is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A) (matters
19 concerning the administration of the Estate) and (b)(2)(H) (proceedings to determine, avoid, or
20 recover fraudulent conveyances). To the extent any claims are determined not to be a core
21 proceeding or constitute a *Stern*-claim, Trustee consents to an entry of final judgment and orders by
22 the Bankruptcy Court.

23 5. Venue is proper in this District pursuant to 28 U.S.C. § 1409(a) because this
24 adversary proceeding arises under Title 11, or arises under or relates to a case under Title 11, which
25 is pending in this District and does not involve a consumer debt less than \$19,250.00.

26 6. On September 15, 2022 (“Petition Date”), an involuntary petition under Chapter 7 of
27 Title 11 of the United States Code was filed (“Petition”) against AB Capital, LLC, a California
28 limited liability (“Debtor”).

THE PARTIES

1
2 7. On September 22, 2022, the Court entered an order directing the appointment of an
3 interim trustee. Trustee was appointed as the interim trustee. On October 6, 2022, the Court entered
4 an amended order expanding Trustee’s powers to “all powers of a Chapter 7 Trustee including those
5 set forth in 11 U.S.C. § 303(g) to take possession of the property of the estate and to operate any
6 business of the debtor.” The Court authorized Trustee to “operate Debtor’s business under 11 U.S.C.
7 § 721 through and including November 3, 2022.”

8 8. On October 6, 2022, the Court also entered orders for relief against Debtor. As a
9 result, the Office of the United States Trustee re-appointed Plaintiff as the interim trustee under 11
10 U.S.C. § 701.

11 9. Trustee alleges that Pukini is one of the principals of Debtor, and is also a principal
12 of some or all of the Affiliate Defendants as that term is defined below.

13 10. Trustee alleges that Young is one of the principals of Debtor, and is also a principal
14 of some or all of the Affiliate Defendants as that term is defined below. Pukini and Young are
15 collectively referred to as the “Principal Defendants.”

16 11. Trustee alleges that Valasquez is an employee or agent of Debtor, and is also a
17 principal of one or more of the Affiliate Defendants as that term is defined below.

18 12. Trustee alleges that defendants 108, 1034, 31831, ABCFA, ABCH, ABCL, ABC
19 2260, BDP, Cal-Pac Distressed, CalPac Management, CalPac Mortgage, Luna, and Tablerock
20 (collectively referred to as the “Affiliate Defendants”) are limited liability companies, corporations,
21 or other business entities organized and existing under the laws of the State of California with their
22 principal place of business in California that, for all pertinent times, controlled and managed by one
23 or more of the Principal Defendants, who hold assets belonging to Debtor, or in some manner
24 participated in, assisted, aided, or abetted the wrongdoing against Debtor that is the subject of this
25 Complaint.

26 13. At all times relevant to this Complaint, the Principal Defendants so dominated and
27 controlled the Affiliate Defendants that there was such a unity of interest between the Principal
28 Defendants, on the one hand, and the Affiliate Defendants, on the other hand, that the Affiliate

1 Defendants ceased to exist as separate entities and that the Affiliate Defendants were the alter egos
2 of the Principal Defendants. Trustee alleges that the Affiliate Defendants were sham entities without
3 any separate existence independent of the Principal Defendants and that the Principal Defendants
4 used them to perpetrate the alleged acts and omissions.

5 14. The Principal Defendants used the Affiliate Defendants to perpetrate the alleged acts
6 and omissions such that an inequitable result will occur if any one of the Affiliate Defendants is
7 recognized as a legal entity separate and distinct from the Principal Defendants because the Principal
8 Defendants would be permitted to perpetrate the alleged acts and omissions, including fraud, with
9 impunity.

10 15. The Affiliate Defendants, by and through the Principal Defendants, participated in
11 the alleged acts and omissions and profited such that they are liable for the Principal Defendants'
12 acts and omissions.

13 16. The Principal Defendants, Valasquez, and the Affiliate Defendants are collectively
14 referred to as "Defendants."

15 GENERAL ALLEGATIONS

16 17. The Court appointed Trustee because Debtor and its principals have demonstrated
17 dishonesty in fact and a penchant for failing to account, embezzling, misappropriating, or losing
18 large sums of money Debtor owes to its creditors. The Principal Defendants have, through their own
19 actions and their manipulation of the Affiliate Defendants, diverted, secreted, hid, wasted, spent,
20 appropriated, subverted, or transferred assets derived from or related to Debtor in their possession,
21 custody or control ("Debtor Assets"), such that now the Debtor Assets are in the possession of
22 Defendants as a result of the Principal Defendants transferring or paying such assets to Defendants
23 through fraudulent transfers or as a result of the Principal Defendants' breaches of fiduciary duties.
24 Because Defendants have failed or refused to turn over the Debtor Assets to the bankruptcy estate,
25 Trustee has filed this Complaint to recover those assets for the benefit of Debtor's Estate and to
26 prevent Defendants from further depleting or transferring Debtor Assets.

27 18. Additionally, the Principal Defendants have not only failed and refused to turn over
28 to Trustee virtually any pertinent accounting and other relevant information notwithstanding

1 numerous requests, but they have instead – to Trustee’s complete shock and utter amazement –
2 chosen to actively *destroy* such information by, among other things, deleting files from Debtor’s
3 computer systems. On October 7, 2022, Trustee learned that starting on September 30, 2022,
4 Valasquez, presumably at the direction of Pukini or Young, downloaded or copied from Debtor’s
5 computer systems some or all data files, then *deleted* them. On October 7, 2022, an examination of
6 Debtor’s electronic and hard files at Debtor’s business office revealed that there were no files of any
7 kind (electronic or hard copy) left in the office or on the computers other than approximately 80
8 electronic files Trustee found in the computer “trash.” Valasquez and all other Defendants, many
9 of whom share(d) the same office space or an adjoining suite with Debtor, must be required to
10 preserve and turn over all such files and records, all of which are part of the Debtor Assets.

11 19. The Principal Defendants’ failure and refusal to supply Trustee with all books and
12 records and the Principal Defendants’ choices to instead destroy and remove such information is
13 particularly troubling given: (1) the indications of self-dealing (through putting Debtor’s security
14 interest in certain real property in the name of Affiliate Defendants); (2) the misrepresentation and
15 conflict of interest associated with lien priorities between Debtor, its principals, and affiliates; (3) an
16 order of sanctions issued by the bankruptcy court against Pukini in the Med Equity case; (4) the
17 potential of dissipation through foreclosure due to Debtor’s defaults under the millions of dollars of
18 investments; and (5) Pukini’s willingness to make *false statements under oath and falsify documents*
19 filed with courts including the court in Debtor’s case in his failed attempt to defeat the appointment
20 of a trustee.

21 **A. Debtor’s Business Operations**

22 20. Debtor is a real estate investment company and finance lender that specializes in real
23 estate secured debt investments in California. Debtor is in the regular business of making loans, then
24 syndicating or selling fractional interests in those loans to investors. Debtor is a limited liability
25 company, whose two 50/50 members and co-managers (*i.e.*, Debtor’s principals) are Pukini and
26 Young. As set forth below, Pukini and Young are affiliated with and control the Affiliate
27 Defendants, most of which also use(d) the same address as Debtor (15 Corporate Plaza Drive, Suite
28 200, Newport Beach, CA 92660 (the “Corporate Plaza Suite”)) as their principal place of business.

1 **B. Defendants Misappropriated \$2.2 Million Intended for Debtor’s creditors**

2 21. The Principal Defendants and the Affiliate Defendants cannot be trusted to properly
3 handle funds and property including assets that are alleged to be Debtor Assets. For example,
4 Debtor conceded that on or about June 11, 2021, 14241 Ventura LLC closed its refinance of the
5 secured debt against the Ventura Place property and the payoff amount of \$2,194,641.11 was
6 distributed to Debtor’s servicer, “S.B.S. Trust Deed Network.” Pukini claimed under penalty of
7 perjury that SBS Trust Deed Network paid that same amount to American Arbitration Association
8 (“AAA”) to be held in trust. But Trustee has confirmed with AAA that no such amount was ever
9 paid into AAA and it is not holding any such amount in trust for Debtor. Moreover, the wire transfer
10 receipt Pukini represented to the Court was “proof” that the money was paid into AAA was
11 fabricated. Specifically, the wire transfer receipt bears a fax time stamp of June 14, 2021, but the
12 AAA arbitration involving Debtor did not commence until December 3, 2021. Additionally, AAA
13 has provided Trustee a sworn declaration attesting to the fact that the account appearing on the
14 alleged wire transfer receipt never received the purported funds. While a Pukini email dated August
15 18, 2021, states that Debtor’s servicer, believed to be CalPac Management, was holding the payoff
16 amount in trust pending the resolution of the AAA arbitration matter, Trustee has been unable to
17 obtain information from Pukini or Debtor’s counsel regarding what happened to the \$2.2 million in
18 payoff funds. Debtor and its agents have never provided a substantive response or any supporting
19 documentation of any kind evidencing that the payoff funds are or were being held in trust. Debtor
20 has never paid off the loan to these creditors or disbursed the payoff funds to them. Because Pukini
21 lied about the disposition of the funds and has failed to provide Trustee proof that they have not
22 been converted or dissipated, Trustee alleges that Pukini misappropriated or fraudulently transferred
23 them.

24 **C. Dissipation of Other Debtor Funds Held By Defendants**

25 22. The Debtor Assets associated with a certain investment in property known as the
26 Linda Flora investment in the approximate amount of \$2 million were transferred to CalPac
27 Mortgage, whose beneficial owners are Pukini and Young. CalPac Mortgage has or had a lien with
28

1 an amount matching the aggregate Linda Flora investment amount, which lien was recorded just a
2 few weeks after Debtor obtained the funds for the Linda Flora investment.

3 23. Approximately a year after MED Equity, LLC (“MED”), another entity owned and
4 controlled by the Principal Defendants, filed a Subchapter V bankruptcy, it sought to sell the Linda
5 Flora Property for \$4,750,000 to an insider – namely ABCL, also controlled by the Principal
6 Defendants. The purchase of the Linda Flora Property required a non-refundable good faith deposit
7 of \$142,500 and for escrow to close no later than August 15, 2022, otherwise the back-up bidder
8 would be permitted to consummate the purchase through a \$2.5 million credit bid. Ultimately,
9 ABCL failed to timely close and the back-up bidder filed a declaration indicating its intention to
10 proceed with its credit bid purchase of the Linda Flora Property. As a direct result of ABCL’s failure
11 to close escrow on the Linda Flora Property, M. Douglas Flahaut was appointed as Subchapter V
12 trustee in possession (“Mr. Flahaut”).

13 24. Shortly after his appointment, Mr. Flahaut learned that the Linda Flora Property was
14 purportedly transferred to ABCL outside of the escrow established in connection with the court-
15 approved sale. Mr. Flahaut, however, could not find record of MED receiving sale proceeds of any
16 kind. In an effort to allay Mr. Flahaut’s concerns, Pukini submitted a declaration confirming the
17 Linda Flora Property was transferred to ABCL, but that the full \$4,750,000 purchase price¹ was paid
18 to MED, including a representation that the \$142,500 non-refundable deposit was paid, and even
19 went as far as presenting an Axos bank account statement for MED evidencing the same. MED,
20 however, did not have an account with Axos bank, and MED’s actual bank account reflected cash-
21 on-hand of less than \$4,000. In connection with discovery of these false representations, the
22 Bankruptcy court in MED’s bankruptcy entered sanctions against Pukini in the amount of the non-
23 refundable deposit that was never paid, voided the grant deed transferring the Linda Flora Property,
24 and set the matter for an evidentiary hearing on August 31, 2022. Not surprisingly, when the
25 evidentiary hearing was held, Pukini declined to answer questions by asserting his Fifth Amendment
26 privilege against self-incrimination. Given that Debtor’s principal was willing to engage in such

27 _____
28 ¹ The purchase price was allegedly derived from a loan provided by Debtor.

1 brazen perjury to the MED Bankruptcy court, Trustee alleges there is a very real likelihood that
2 Defendants, all of whom are controlled by the Principal Defendants, will improperly use or exhaust
3 the Debtor Assets for improper purposes.

4 **D. Defendants' Destruction or Theft of Debtor's Files, Books, and Records**

5 Trustee's Efforts to Obtain Debtor's Books and Records through October 1, 2022

6 25. Trustee issued a Report on October 1, 2022, stating that Pukini failed to provide
7 Debtor's books and records to Trustee's forensic accountant. Pukini failed to provide Trustee with
8 access to Debtor's QuickBooks online or provide accounting information related to 2021 and 2022
9 year-to-date. As of that October 1, 2022, date, Trustee still needed most of the financial documents
10 requested from Debtor and Pukini. But as described below, shortly before October 1, 2022, the
11 Principal Defendants apparently removed or destroyed its files to prevent Trustee from accessing
12 them and learning Debtor's true financial condition and transactional history.

13 The Principal Defendants' Deletion of Debtor's Egnyte System Files

14 26. In his investigation into Debtor's assets, Trustee learned that Debtor uses an
15 electronic filing system called Egnyte. On October 7, 2022, Trustee learned that Debtor conducted
16 a mass sanitization of the information contained on the Egnyte system. Forensic analysis shows that
17 starting on about September 30, 2022, Valasquez or someone using his username and password
18 started a mass download of the Egnyte files. Over the next three days or so, the files were
19 downloaded and systematically deleted. As of October 7, 2022, it appeared that thousands of files
20 were downloaded from Debtor's computer systems and then deleted. Almost all of the electronic
21 folders in Egnyte are now empty. Trustee's forensic accountant found that Debtor's electronic trash
22 bin contained about 80 files and he has attempted to restore those deleted files from the trash and
23 lock out all other users (other than Trustee's forensic team). Trustee alleges that Valasquez was
24 acting under the direction of the Principal Defendants when he downloaded and systematically
25 deleted Debtor's Egnyte system files.

26 Debtor's Removal or Destruction of Hard Copy Files

27 27. In addition to examining Debtor's electronic files, Trustee has also attempted to
28 inspect Debtor's hard copy records. Trustee found that the large filing cabinets in Debtor's

1 conference room are totally empty. Trustee found that two of the drawers are labeled “ACE 2018”
2 and “ABC 2019,” but these drawers are also empty. Trustee did find and take possession of a stack
3 of hard copy files that appear to relate to leasing of all the suites at the building where Debtor’s
4 offices are located. There were no files in the unoccupied offices and Trustee was planning to review
5 occupied office spaces after Debtor’s employees left for the day.

6 **E. The Principal Defendants and Their Affiliates**

7 Affiliate Defendants Conducting Business from the Corporate Plaza Suites

8 28. Pukini and Young are the sole officers and directors of CalPac Management, whose
9 business address is also the Corporate Plaza Suite. CalPac Management actually owns the building
10 (subject to a ground lease) where the Corporate Plaza Suite is located. CalPac Management is a
11 California Department of Real Estate licensed broker owned equally by Pukini and Young. CalPac
12 Management is the predecessor entity to Debtor and is still utilized by the Principal Defendants
13 when a licensed broker is needed. As described below, CalPac Management is the manager of
14 certain entities that own real estate separate and apart from Debtor. Additionally, CalPac
15 Management caused to be recorded a deed of trust against real property located at 420 N. Vine
16 Street, Anaheim, CA 92805. The “Lender Vesting Addendum” recorded with the deed of trust lists
17 Young and his wife, Jynel Young, Trustees of the Young Family Trust dated 8/20/2014, as being
18 investor for \$150,000 on this loan. CalPac Management and Debtor are also listed as lenders
19 associated with real property located at 1230 Neptune Avenue, Encinitas, CA 92024; this loan was
20 allegedly funded by Young (2.5-3.5%) and CalPac Management (35%) among others.

21 29. Defendants, Fund A and Fund B (collectively, the “Funds”), are wholly owned single
22 member LLCs of Debtor (*i.e.*, Debtor is sole owner and member of both). Young is the agent for
23 service of process for the Funds, both of which conduct(ed) business out of the Corporate Plaza
24 Suite. The Funds have deposit accounts at Western Alliance Bank. Fund B wired \$267,571.38 to
25 Stonebridge Ventures, LLC on March 24, 2022. Stonebridge Ventures conducts(ed) business out of
26 the Corporate Plaza Suite and lists its member/manager as defendant Cal-Pac Distressed, (another
27
28

1 business operating out of the Corporate Plaza Suite),² which, in turn, lists CalPac Management as
2 its member/manager. Thus, the wire from Fund B to Stonebridge Ventures was essentially from
3 Pukini/Young to Pukini/Young through a transfer of assets out of Debtor and into Stonebridge
4 Ventures. Stonebridge Ventures would be named as another defendant in this action but for the fact
5 that Pukini signed a voluntary Chapter 11 petition placing it in a bankruptcy which remains pending.

6 30. MED, another debtor in a pending bankruptcy case as referenced above, is also
7 affiliated with Pukini and Young. MED's managing member is Pukini, and MED conducted
8 business out of the Corporate Plaza Suite. Like Stonebridge Ventures, but for its pending
9 bankruptcy, MED would be named as a defendant in this action.

10 31. Like the Funds, defendant ABCH is an LLC owned by Debtor that conducted
11 business out of the Corporate Plaza Suite. Young is the manager and agent for service of process.
12 ABCH owns real property at 437 E. 5th Street, Long Beach, CA 90802.

13 32. Defendant 1034 also operated out of the Corporate Plaza Suite, its agent for service
14 of process is Pukini, and its manager/member is listed as being Cal-Pac Distressed. 1034 owns the
15 real property located at 1034 W. Balboa Boulevard, Newport Beach, CA 92661. Debtor has a deed
16 of trust against this property.

17 33. Defendant ABCL's sole officer, director and incorporator is Pukini, and Young is its
18 agent for service of process. It conducted business out of the Corporate Plaza Suite. As detailed in
19 this complaint, the bankruptcy court in the MED case voided Pukini's attempted transfer to ABCL
20 of the real property located at 871 Linda Flora Drive, Los Angeles, CA 90049.

21 34. Defendant BDP lists Pukini and Young as managers/members and Pukini as agent
22 for service of process. This entity also conducted business from the Corporate Plaza Suite.

23 35. Defendant CalPac Mortgage operated out of the Corporate Plaza Suite, is managed
24 by CalPac Management, and lists Young as its agent for service of process. This entity currently
25 owns real property located at 530 Alta Vista Way, Laguna Beach, CA 92651. Before and after
26

27 ² As to Cal-Pac Distressed, Pukini is listed as its agent for service of process and Young signed the
28 most recent statement of information filed with the California Secretary of State.

1 CalPac Mortgage’s acquisition of the Alta Vista Way property, Debtor was and continues to be a
2 lender against the property. Similarly, CalPac Mortgage owns real properties located at 1611 Cliff
3 Drive, Newport Beach, CA 92663 and 1312 Beverly Grove Place, Beverly Hills, CA 90210. Debtor
4 is a lender with deeds of trust against both these properties. Debtor’s deeds of trust on the Beverly
5 Grove Place property were executed by Pukini and Young on behalf of CalPac Mortgage (*i.e.*,
6 Pukini and Young are on both sides of the transaction through their entities, Debtor and CalPac
7 Mortgage). CalPac Mortgage also owns the real property at 3301 Coldwater Canyon Avenue, Studio
8 City, CA 91604, which it acquired from, *inter alia*, The Joshua R. Pukini Trust dated 6/27/2013 and
9 The Young Family Trust dated 8/24/2014. Because of the lack of available documentation, at least
10 in part as a result of Debtor’s destruction of records, Trustee has not been able to determine how or
11 from where CalPac Mortgage obtained the millions of dollars needed to pay the purchase prices to
12 acquire these properties.

13 36. Defendant ABC 2260 conducted its portion of the Principal Defendants’ enterprise
14 from the Corporate Plaza Suite. Young is the agent for service of process. ABC 2260 owns real the
15 property located at 2260 San Ysidro Drive, Los Angeles, CA 90210, which it obtained for no
16 consideration from Debtor after Debtor foreclosed on the property. Debtor was the lender on the
17 project at that location. The August 17, 2020, deed from Debtor to ABC 2260 states, “The Grantors
18 and Grantees in the conveyance are comprised of the same parties who continue to hold the same
19 proportionate interests in the property.”

20 37. As of October 5, 2022, Defendant 108 conducted business in suite 210, which is next
21 door to and in the same building as the Corporate Plaza Suite, but its principal offices were listed as
22 the Corporate Plaza Suite as of the statement of information filed on September 10, 2022, and
23 executed by Young. Pukini is the agent for service of process and he executed the October 2022
24 statement of information. The managers/members are currently listed as defendants, Tablerock and
25 Living Art; however, until very recently, The Joshua R Pukini Trust dated June 27, 2013, Young
26 and Pukini were also listed as members/managers. 108 owns the real estate located at 108 Avenida
27 Serra, San Clemente, CA 92672.

28

1 Other Affiliate Defendants Whose Offices Are In Other Locations

2 38. Defendant Tablerock was allegedly organized by Young's wife, Jynel Young
3 (formerly known as Jynel Wilson), who lives with Young at 31522 Bluff Drive, Laguna Beach, CA
4 92651, which is listed as the principal office of the company. Jynel Young is the agent for service
5 of process. Also, using the Young residence as its principal office, is defendant 31831, whose agent
6 for service of process is Young and whose manager/member is Tablerock. These entities appear to
7 be controlled by Young, and his trust. The Young Trust was previously listed as the manager of
8 31831 which owns real property located at 31831 Sunset Ave, Laguna Beach, CA 92651.

9 39. The members/managers of defendant Living Art are listed as Valasquez, Pukini, and
10 Young. This business' principal office is located at 501 S. Olive Street, Anaheim, CA 92805,
11 another property that is titled in the name of CalPac Mortgage. Also, conducting business at this
12 same S. Olive St. address is Luna, a construction company that serves as the construction arm of
13 Debtor's REO projects. Pukini is Luna's agent for service of process and managing partner; Young
14 and Valasquez, are also listed as members/managers.

15 40. Pukini informed Trustee's representative that Debtor's Private Placement
16 Memoranda discloses that certain entities under common ownership (*i.e.*, CalPac Management and
17 Luna) could potentially borrow funds from Debtor or otherwise charge management/service fees to
18 Debtor. Pukini further stated that there is no master agreement between Debtor, CalPac
19 Management, and Luna, but that their agreements are deal specific.

20 **FIRST CLAIM FOR RELIEF**

21 **(Breach of Fiduciary Duty Against the Principal Defendants)**

22 41. Trustee realleges and incorporates paragraphs 1 through 40 of this Complaint as
23 though set forth in this paragraph in full.

24 42. As the principals of Debtor, the Principal Defendants owed fiduciary duties to Debtor
25 and, upon Debtor's insolvency, their creditors, including, but not limited to, an undivided duty of
26 loyalty, duty of care, and a duty of disclosure.

27 43. Trustee alleges that, as set forth above, the Principal Defendants willfully and
28 intentionally breached their fiduciary duties owed to Debtor by acting against the Debtor's and its

1 creditors' interests by abusing their positions by diverting, secreting, hiding, wasting, spending,
2 appropriating, or subverting the Debtor Assets to themselves and to other entities in which they held
3 an interest, including but not limited to the Affiliate Defendants. Trustee further alleges that the
4 Principal Defendants breached their fiduciary duties by destroying, misappropriating, or making
5 unavailable to Trustee all of Debtor's computer and physical records. Trustee reserves his right to
6 assert all such additional breaches of fiduciary duties or to amend this complaint to allege such
7 additional breaches of fiduciary duties when they are discovered.

8 44. As a proximate result of the Principal Defendants' breaches of fiduciary duty,
9 Debtor's bankruptcy estate has been damaged in an amount according to proof.

10 45. The above-described conduct by the Principal Defendants was committed
11 maliciously, fraudulently, oppressively, and in bad faith. Thus, Trustee requests the imposition of
12 punitive damages against the Principal Defendants in an amount sufficient to punish and make an
13 example of Principal Defendants.

14 **SECOND CLAIM FOR RELIEF**

15 **(Conversion Against All Defendants)**

16 46. Trustee realleges and incorporates paragraphs 1 through 45 as though set forth in this
17 paragraph in full.

18 47. Debtor owned and had the right to possess the Debtor Assets.

19 48. Trustee alleges that Defendants and each of them, intentionally and substantially
20 interfered with the Debtor Assets and took those assets for themselves for their own benefit, making
21 them unavailable to Trustee and Debtor's creditors as set forth above.

22 49. As a proximate result of Defendants' conversion of the Debtor Assets, Debtor and
23 Debtor's creditors have been damaged in an amount according to proof.

24 50. The above-described conduct by Defendants was committed maliciously,
25 fraudulently, oppressively, and in bad faith. Thus, Trustee requests the imposition of punitive
26 damages against Defendants in an amount sufficient to punish and make an example of Defendants.

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1 **THIRD CLAIM FOR RELIEF**

2 **(Money Had and Received Against All Defendants)**

3 51. Trustee realleges and incorporates paragraphs 1 through 50 of this Complaint as
4 though set forth in this paragraph in full.

5 52. Trustee alleges that Defendants, and each of them, received the Debtor Assets that
6 were intended to be used for the benefit of Debtor and its creditors.

7 53. Trustee alleges that the Debtor Assets in the possession of Defendants were not used
8 for the benefit of Debtor and its creditors.

9 54. Defendants have not returned the Debtor Assets within their possession to Debtor
10 despite the Trustee's demand.

11 55. Trustee, therefore, is entitled to judgment compelling the return of the Debtor Assets
12 in the possession of Defendants to Debtor.

13 **FOURTH CLAIM FOR RELIEF**

14 **(Unjust Enrichment Against All Defendants)**

15 56. Trustee realleges and incorporates paragraphs 1 through 55 of this Complaint as
16 though set forth in this paragraph in full.

17 57. Trustee alleges that Defendants, and each of them, received a benefit through the
18 transfers of the Debtor Assets to themselves as set forth above and such additional transfers as shall
19 be discovered and proven, and Defendants' retention of the Transfers or the value of the Transfers
20 results in unjust retention of said benefit at the Estate's expense.

21 58. It would be unjust for Defendants to continue to retain the Debtor Assets at the
22 expense of Debtor and its creditors.

23 59. Trustee, therefore, is entitled to judgment compelling the return of the Debtor Assets
24 in the possession of Defendants to Debtor.

25 **FIFTH CLAIM FOR RELIEF**

26 **(Turnover of Property to the Estate [11 U.S.C. § 542] Against All Defendants)**

27 60. Trustee realleges and incorporates paragraphs 1 through 59 of this Complaint as
28 though set forth in this paragraph in full.

1 61. Trustee alleges that Defendants are wrongfully in possession, custody, and control
2 of the Debtor Assets in the form of funds, records, documents, files, electronic data and real property
3 that should have been paid to or belong to Debtor, and Defendants do not have the Trustee's consent
4 to be in possession of the Debtor Assets.

5 62. The Debtor Assets may be used by Trustee in connection with his administration of
6 the Bankruptcy Estate.

7 63. Trustee has sought to recover these Debtor Assets from Defendants and has
8 demanded that Defendants turn over the property to Trustee. Defendants, however, have refused to
9 turn over those assets to Trustee.

10 64. Pursuant to 11 U.S.C. § 542, Trustee is entitled to turnover of the Debtor Assets held
11 by Defendants, and each of them.

12 **SIXTH CLAIM FOR RELIEF**

13 **(Turnover of Property by a Custodian [11 U.S.C. § 543] Against All Defendants)**

14 65. Trustee realleges and incorporates paragraphs 1 through 64 of this Complaint as
15 though set forth in this paragraph in full.

16 66. Trustee alleges that, to the extent that any of the Defendants are or believe themselves
17 to be custodians over any of the Debtor Assets, said Defendants are required by 11 U.S.C. § 543 to
18 deliver to Trustee all of the Debtor Assets and account for same – including the rents and profits of
19 any such assets – in that said Defendants have knowledge of the Bankruptcy Case. Said Defendants
20 do not have Trustee's consent to be in possession of these assets.

21 67. The Debtor Assets may be used by Trustee in connection with his administration of
22 the Bankruptcy Estate.

23 68. Trustee has sought to recover the Debtor Assets from Defendants and has demanded
24 that Defendants turn over the property to Trustee. Defendants, however, have refused to turn over
25 the property to Trustee.

26 69. Pursuant to 11 U.S.C. § 543, Trustee is entitled to turnover of the Debtor Assets held
27 by Defendants, and each of them, to the Estate. Trustee further requests that any such Defendants
28

1 who have made any improper or excessive disbursements be surcharged in an amount consistent
2 with applicable law.

3 **SEVENTH CLAIM FOR RELIEF**

4 **(Avoidance and Recovery of Intentional Fraudulent Transfer [11 U.S.C. § 544, 548(a)(1)(A),**
5 **550, 551; California Civil Code § 3439 et. seq.] Against All Defendants)**

6 70. Trustee realleges and incorporates paragraphs 1 through 69 of this Complaint as
7 though set forth in this paragraph in full.

8 71. Trustee alleges that the transfers of the Debtor Assets to Defendants, and each of
9 them, were made within the relevant period of time prior to the Petition Date.

10 72. Trustee alleges that the transfers of the Debtor Assets to Defendants, and each of
11 them, were made either in anticipation of bankruptcy and/or to prevent the Debtor from paying its
12 debts.

13 73. Trustee alleges that the transfers of the Debtor Assets to Defendants, and each of
14 them, were made for the purpose of preventing a prospective bankruptcy trustee or creditors of the
15 Debtor from obtaining the value of the assets transferred.

16 74. Trustee alleges that the transfers of the Debtor Assets to Defendants, and each of
17 them, were made with the actual intent to hinder, delay, or defraud creditors.

18 75. Trustee alleges that the transfers of the Debtor Assets to Defendants, and each of
19 them, were fraudulent transfers avoidable under 11 U.S.C. Sections 544 and 548 and California
20 Civil Code Sections 3439.04, 3439.07, and/or 3439.09.

21 76. Trustee may recover, for the benefit of the Estate, the Debtor Assets transferred to
22 Defendants, or the value of those assets, from Defendants or from any entity for whose benefit the
23 transfers were made, or any immediate or mediate transferee of such initial transferee pursuant to
24 11 U.S.C. Sections 550 and 551.

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EIGHTH CLAIM FOR RELIEF

**(Avoidance and Recovery of Constructive Fraudulent Transfer [11 U.S.C. § 544,
548(a)(1)(B), 550, 551; Cal. Civ. Code § 3439 et. seq.] Against All Defendants)**

77. Trustee realleges and incorporates paragraphs 1 through 76 of this Complaint as though set forth in this paragraph in full.

78. Trustee alleges that the transfers of the Debtor Assets to Defendants, and each of them, were made: (i) for less than reasonably equivalent value to Debtor or any value, in exchange for said transfers; (ii) while the Debtor was engaged or about to engage in a business or transaction for which the remaining assets were unreasonably small in relation to the business or the transaction; (iii) while the Debtor intended to incur, or believed or reasonably should have believed it would incur, debts beyond its ability to pay them as they became due; and/or (iv) by the time that the Debtor was insolvent and/or was rendered insolvent by virtue of the transfers.

79. Trustee alleges that the transfers of the Debtor Assets to Defendants, and each of them, were fraudulent transfers avoidable under 11 U.S.C. Sections 544 and 548 and California Civil Code Sections 3439.04, 3439.05, 3439.07, and/or 3439.09.

80. Trustee may recover, for the benefit of the Estate, the Debtor Assets transferred to Defendants, or the value of those assets, from Defendants or from any entity for whose benefit the transfers were made, or any immediate or mediate transferee of such initial transferee pursuant to 11 U.S.C. Sections 550 and 551.

NINTH CLAIM FOR RELIEF

(Violation of Cal. Penal Code § 496(c) Against All Defendants)

81. Trustee realleges and incorporates paragraphs 1 through 80 of this Complaint as though set forth in this paragraph in full.

82. Trustee alleges that Defendants, and each of them, engaged in theft of the Debtor Assets in violation of California Penal Code section 496(a), which states, “Every person who buys or receives property that has been stolen or that has obtained in any manner constituting theft or extortion, knowing the property to be so stolen or obtained, or who conceals, sells, withholds, or

1 aids in concealing, selling, or withholding any property from the owner, knowing the property to be
2 so stolen or obtained, shall be punished by imprisonment in a county jail not exceeding one year.”

3 83. Each Defendant has been advised that they have received Debtor’s stolen property
4 or property that has been obtained in a manner constituting theft; nevertheless, each Defendant
5 continues to withhold the stolen funds or property from Debtor in violation of California Penal Code
6 section 496(a).

7 84. Pursuant to California Penal Code section 496(c), Trustee is entitled to recover for
8 the benefit of the Estate three times the amount of Debtor’s actual damages, costs of suit, and
9 reasonable attorneys’ fees.

10 **PRAYER**

11 **WHEREFORE**, Trustee seeks judgment as follows:

12 **ON THE FIRST CLAIM FOR RELIEF**

13 1. For general, consequential, and special damages in an amount not less than
14 \$50,000,000.00, which is the estimated value of property transferred.

15 2. For punitive damages against the Principal Defendants, in an amount to be
16 determined by the trier of fact.

17 **ON THE SECOND CLAIM FOR RELIEF**

18 3. For general, consequential, and special damages in an amount not less than
19 \$50,000,000.00, which is the estimated value of property transferred.

20 4. For punitive damages against Defendants, in an amount to be determined by the trier
21 of fact.

22 **ON THE THIRD CLAIM FOR RELIEF**

23 5. For judgment compelling the return of the Debtor Assets in the possession of
24 Defendants to Debtor.

25 **ON THE FOURTH CLAIM FOR RELIEF**

26 6. For judgment compelling the return of the Debtor Assets in the possession of
27 Defendants to Debtor.

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ON THE FIFTH CLAIM FOR RELIEF

7. For judgment compelling Defendants, and each of them, to turn over the Debtor Assets to the Estate.

ON THE SIXTH CLAIM FOR RELIEF

8. For judgment compelling Defendants, and each of them, to turn over the Debtor Assets to the Estate.

9. For a surcharge in an amount consistent with applicable law against any such Defendants who have made any improper or excessive disbursements of the Debtor Assets.

ON THE SEVENTH CLAIM FOR RELIEF

10. For avoidance of the transfers under 11 U.S.C. §§ 544 and 548, and/or Cal. Civ. Code §§ 3439.04, 3439.05, 3439.07, and 3439.09 and judgment in an amount not less than \$50,000,000.00, which is the estimated value of property transferred.

11. For an order that Trustee shall recover from Defendants or any immediate or mediate transferee of Defendants the fraudulent transfers and any other avoided transfers discovered after the date of this complaint under 11 U.S.C. §§ 550 and 551.

ON THE EIGHTH CLAIM FOR RELIEF

12. For avoidance of the transfers under 11 U.S.C. §§ 544 and 548, and/or Cal. Civ. Code §§ 3439.04, 3439.05, 3439.07, and 3439.09 and judgment in an amount not less than \$50,000,000.00, which is the estimated value of property transferred.

13. For an order that Trustee shall recover from Defendants or any immediate or mediate transferee of Defendants the fraudulent transfers and any other avoided transfers discovered after the date of this complaint under 11 U.S.C. §§ 550 and 551.

ON THE NINTH CLAIM FOR RELIEF

14. For three times the amount of its actual damages and costs of suit and reasonable attorneys' fees pursuant to Cal. Penal Code section 496(c).

ON ALL CAUSES OF ACTION

15. For preliminary and permanent injunctive relief as may be necessary to prevent the likelihood of or to permanently prevent Defendants from diverting, secreting, hiding, wasting,

1 destroying, possessing, spending, appropriating, embezzling, or subverting assets derived from or
2 related to debtor AB Capital, LLC during the pendency of this action and thereafter and to preserve
3 the possibility of effective final, permanent relief, including, but not limited to, temporary,
4 preliminary and permanent injunctions, an order freezing assets, and immediate access to records.

5 16. For costs of suit, including attorney's fees that may be awarded by statute, case law
6 and/or agreement of the parties.

7 17. For such other and further relief as the Court deems just and proper.
8

9 **SHULMAN BASTIAN FRIEDMAN & BUI LLP**

10
11 DATED: October 18, 2022

By: /s/ James C. Bastian, Jr.

12 James C. Bastian, Jr.

13 Ryan D. O'Dea

14 Eric P. Francisconi

Shane M. Biornstad

15 Proposed Special Litigation Counsel for Plaintiff
and Chapter 7 Trustee, Richard A. Marshack

16 **DEMAND FOR JURY TRIAL**

17
18 Trustee hereby demands trial by jury.

19 **SHULMAN BASTIAN FRIEDMAN & BUI LLP**

20
21 DATED: October 18, 2022

By: /s/ James C. Bastian, Jr.

22 James C. Bastian, Jr.

23 Ryan D. O'Dea

24 Eric P. Francisconi

Shane M. Biornstad

25 Proposed Special Litigation Counsel for Plaintiff
and Chapter 7 Trustee, Richard A. Marshack
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B1040 (FORM 1040) (12/15)

| | | |
|--|---|--|
| ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse) | | ADVERSARY PROCEEDING NUMBER (Court Use Only) |
| PLAINTIFFS RICHARD A. MARSHACK, Chapter 7 Trustee, | | DEFENDANTS [SEE ATTACHED] |
| ATTORNEYS (Firm Name, Address, and Telephone No.) <small>James C. Bastian, Jr. - Bar No. 175415 Ryan D. O'Dea - Bar No. 273478 SHULMAN BASTIAN FRIEDMAN & BUI LLP 100 Spectrum Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400</small> | | ATTORNEYS (If Known) |
| PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input checked="" type="checkbox"/> Trustee | | PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee <input type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input type="checkbox"/> Trustee |
| CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) COMPLAINT FOR: 1. BREACH OF FIDUCIARY DUTY, 2. CONVERSION, 3. MONEY HAD AND RECEIVED, 4. UNJUST ENRICHMENT, 5. TURNOVER OF PROPERTY TO THE ESTATE (11 U.S.C. § 542), 6. TURNOVER OF PROPERTY BY A CUSTODIAN (11 U.S.C. § 543), 7. AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFER (11 U.S.C. § 548), 8. AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFER (Cal. Civil Code § 3439(a)(1)), 9. VIOLATION OF CAL. PENAL CODE § 496(a) | | |
| 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 <input checked="" type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input checked="" type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - 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(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(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column) | | FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-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 <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case) |
| <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 checked="" type="checkbox"/> Check if a jury trial is demanded in complaint | Demand \$ | 50,000,000.00 |
| Other Relief Sought | | |

B1040 (FORM 1040) (12/15)

| BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES | | |
|--|--|---|
| NAME OF DEBTOR AB CAPITAL, LLC, a California limited liability company, | | BANKRUPTCY CASE NO. 8:22-bk-11585-TA |
| DISTRICT IN WHICH CASE IS PENDING CENTRAL DISTRICT | DIVISION OFFICE Santa Ana | NAME OF JUDGE Theodor C. Albert |
| RELATED ADVERSARY PROCEEDING (IF ANY) | | |
| PLAINTIFF | DEFENDANT | ADVERSARY PROCEEDING NO. |
| DISTRICT IN WHICH ADVERSARY IS PENDING | DIVISION OFFICE | NAME OF JUDGE |
| SIGNATURE OF ATTORNEY (OR PLAINTIFF) /s/ James C. Bastian, Jr. | | |
| DATE October 18, 2022 | PRINT NAME OF ATTORNEY (OR PLAINTIFF) James C. Bastian, Jr. | |

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 B1040, 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). 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 represented by an attorney, the plaintiff must sign.

Attachment to Adversary Cover Sheet

Defendants:

JOSHUA R. PUKINI, individually and as trustee of The Joshua R. Pukini Trust dated June 27, 2013

RYAN YOUNG, individually and as trustee of The Young Family Trust dated August 24, 2014, The Ryan J. Young Trust and The Young Ryan Trust

EDMUND VALASQUEZ, JR., an individual

108 AVENIDA SERRA, LLC, a California limited liability company

1034 W BALBOA, LLC, a California limited liability company

31831 SUNSET LLC, a California limited liability company

AB CAPITAL FUND A, LLC, a California limited liability company

AB CAPITAL FUND B, LLC, a California limited liability company

AB CAPITAL HOLDINGS I, LLC, a California limited liability company

AB CAPITAL LFD, INC., a California corporation

ABC 2260 SAN YSIDRO LLC, a California limited liability company

BDP DEVELOPMENT PARTNERS, LLC, a California limited liability company

CAL-PAC DISTRESSED REAL ESTATE FUND I, LLC, a California limited liability company

CALPAC MANAGEMENT, INC., a California corporation

CALPAC MORTGAGE FUND, LLC, a California limited liability company

LIVING ART WORKS LLC, a California limited liability company

LUNA CONSTRUCTION MANAGEMENT, LLC, a California limited liability company

TABLEROCK ENTERPRISES, LLC, a California limited liability company