

PIERCE LAW GROUP LLP
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Attorney for Plaintiff, TIA MOWRY

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re

BRIAN HANLEY,

Debtor.

TIA MOWRY, an individual,

Plaintiff,

v.

BRIAN HANLEY, an individual,

Defendant.

CASE NO. 2:14-bk-18459-RK

Chapter 7

Adv. No. 14-01519

**STIPULATION TO SET ASIDE
DEFAULT, [PROPOSED] ORDER**

COMES NOW, Plaintiff TIA MOWRY, by and through her counsel of record,
PIERCE LAW GROUP, LLP, and Defendant BRIAN HANLEY, by and through his counsel
of record KASPER LAW, hereby agree and stipulate as follows:

1. On August 28, 2014, Plaintiff served the Complaint and Summons in the above-

PIERCE LAW GROUP LLP
9100 Wilshire Boulevard
Suite 225 East Tower
Beverly Hills, California 90212

captioned Adversary Proceeding upon Defendant and upon Travis Kasper Esq. of Kasper Law, who served as attorney of record for Defendant's Chapter 7 Bankruptcy Petition.

2. Defendant failed to file a Response to the Complaint.
3. On September 30, 2014, Plaintiff filed a Request for Clerk to Enter Default Under LBR 7055-1(a), and the Clerk entered Defendant's Default that same day.
4. On October 3, 2014, Travis Kasper Esq. of Kasper Law contacted Plaintiff's counsel, stating that he would be representing Defendant in the Adversary Proceeding and requesting that Plaintiff stipulate to set aside the entry of Default so that Defendant may answer.
5. Plaintiff and Defendant now stipulate to an Order to set aside Defendant's Default entered on September 30, 2014.
6. Plaintiff and Defendant further stipulate to an Order allowing the appearance by Defendant BRIAN HANLEY by Answer. Said Answer is attached as Exhibit A.

Dated: 10/20/14

PIERCE LAW GROUP LLP

BY: 

David Albert Pierce, Esq.
Azita Mirzaian, Esq.
Attorney for Plaintiff
TIA MOWRY

Dated: 10/15/14

KASPER LAW

BY: 

Travis Guevara Kasper, Esq.
Attorney for Defendant
BRIAN HANLEY

EXHIBIT “A”

Travis Kasper SBN 264553
714 W. Olympic Blvd., Suite 450
Los Angeles, CA 90015
Telephone: (213) 632-9697
Facsimile: (213) 568-4626

Attorney for Debtor
Brian Hanley

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re

BRIAN HANLEY,
Debtor(s).

CASE NO.: 2:14-bk-18459-RK
ADV. NO.: 2:14-ap-01519-RK
CHAPTER: 7

TIA MOWRY, an individual,

Plaintiff(s).

ANSWER TO COMPLAINT FOR
DETERMINATION OF
DISCHARGEABILITY OF DEBT

vs.

BRIAN HANELEY, an individual,

Defendant(s).

TO: THE HONORABLE ROBERT KWAN, UNITED STATES BANKRUPTCY
JUDGE AND PLAINTIFF:

Rolando H. Martinez ("Defendant") files his Answer to Complaint For
Determination of Dischargeability of Debt.

1. Answering paragraph 1 of the Complaint, Defendant admits those
allegations.
2. Answering paragraph 2 of the Complaint, Defendant admits those
allegations.

3. Answering paragraph 3 of the Complaint, Defendant denies those allegations. During various times alleged in the Complaint, Defendant resided in New York.

4. Answering paragraph 4 of the Complaint, Defendant admits those allegations.

5. Answering paragraph 5 of the Complaint, Defendant denies those allegations.

6. Answering paragraph 6 of the Complaint, Defendant denies those allegations.

7. Answering paragraph 7 of the Complaint, Defendant denies those allegations.

8. Answering paragraph 8 of the Complaint, Defendant admits those allegations.

9. Answering paragraph 9 of the Complaint, Defendant denies those allegations.

10. Answering paragraph 10 of the Complaint, Defendant denies those allegations.

11. Answering paragraph 11 of the Complaint, Defendant denies those allegations.

12. Answering paragraph 12 of the Complaint, Defendant denies those allegations.

13. Answering paragraph 13 of the Complaint, Defendant admits those allegations.

14. Answering paragraph 14 of the Complaint, Defendant denies those allegations.

15. Answering paragraph 15 of the Complaint, Defendant denies those allegations.

16. Answering paragraph 16 of the Complaint, Defendant denies those allegations.

17. Answering paragraph 17 of the Complaint, Defendant denies those allegations.

18. Answering paragraph 18 of the Complaint, Defendant denies those allegations.

19. Answering paragraph 19 of the Complaint, Defendant can neither admit nor deny these allegations.

20. Answering paragraph 20 of the Complaint, Defendant denies those allegations.

21. Answering paragraph 21 of the Complaint, Defendant denies those allegations.

22. Answering paragraph 22 of the Complaint, Defendant denies those allegations.

23. Answering paragraph 23 of the Complaint, Defendant denies those allegations.

24. Answering paragraph 24 of the Complaint, Defendant can neither admit nor deny these allegations.

25. Answering paragraph 25 of the Complaint, Defendant can neither admit nor deny these allegations.

26. Answering paragraph 26 of the Complaint, Defendant denies those allegations.

27. Answering paragraph 27 of the Complaint, Defendant can neither admit nor deny these allegations.

28. Answering paragraph 28 of the Complaint, Defendant can neither admit nor deny these allegations.

29. Answering paragraph 29 of the Complaint, Defendant denies those allegations.

30. Answering paragraph 30 of the Complaint, Defendant denies those allegations.

31. Answering paragraph 31 of the Complaint, Defendant can neither admit nor deny these allegation. It is known by Defendant that the Plaintiff's sister, Tamara Mowry gained access to Defendant's accounts and had the advertising agencies transfer funds to accounts under Tamara Mowry's control. It is not known by Defendant if those funds made it to Plaintiff.

32. Answering paragraph 32 of the Complaint, Defendant denies those allegations.

33. Answering paragraph 33 of the Complaint, Defendant denies those allegations.

34. Answering paragraph 34 of the Complaint, Defendant denies those allegations.

35. Answering paragraph 35 of the Complaint, Defendant denies those allegations.

36. Answering paragraph 36 of the Complaint, Defendant denies those allegations.

37. Answering paragraph 37 of the Complaint, Defendant denies those allegations.

38. Answering paragraph 38 of the Complaint, Defendant can neither admit nor deny these allegations.

39. Answering paragraph 39 of the Complaint, Defendant denies those allegations. Defendant did seek Bankruptcy protection but cannot know if Plaintiff was compelled.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

(The Complaint Fails To State A Claim Upon Which Relief Can Be Granted)

As a first affirmative defense, Defendant alleges the Complaint fails to state a claim upon which relief can be granted. The untrue facts in the Complaint do not give rise to a claim under the cause of action in the Complaint.

SECOND AFFIRMATIVE DEFENSE

(Plaintiffs Have Insufficient Evidence To Establish Its Case)

As a second affirmative defense, Defendant alleges Plaintiffs do not have sufficient evidence to establish the required elements of the causes of actions in the Complaint.

THIRD AFFIRMATIVE DEFENSE

(Reserving the Right to Amend for Further Defenses)

As a seventh affirmative defense, Defendant reserves the right to amend its Answer herein, including the addition of further affirmative defenses after pleading and Discovery and preparation for Trial.

RESPONSE TO CLAIM FOR RELIEF

FIRST CLAIM FOR RELIEF

Defendant denies that he lured in Plaintiff and made false statements or misrepresentations. In fact Plaintiff approached Defendant to have him manage her tweets as she was dissatisfied with the way that Innovative Artists and Buzzwave was representing her.

1 Plaintiff is further confused about the various parties as Buzzwave is or was an
2 LLC and it was not owned by Defendant. Additionally, while defendant was employed
3 with Innovative Artists and was managing Plaintiff's accounts, he was not responsible
4 and was not in any way in charge of the accounts, accounting or payments made to
5 Plaintiff.

6 Additionally, the way that Defendant managed Plaintiff's accounts was in no way
7 different than when he had managed her accounts while he was under the employe of
8 Innovative Artists, which was good enough to have Plaintiff ask for him to take control of
9 her Tweets.

10 Defendant denies that he ever mislead, misrepresented any acts or
11 misinformation to Plaintiff.

12
13 SECOND CLAIM FOR RELIEF

14 Defendant did not and has not fraudulently withheld funds from Plaintiff. Money
15 was paid to the government for tax purposes. Defendant did not intend to deprive
16 Plaintiff of any monies nor did he intend to convert.

17
18 THIRD CLAIM FOR RELIEF

19 Defendant denies that he has breached any contract with Plaintiff over the
20 payment of monies relating to the Plaintiff's Twitter accounts.

21
22 FOURTH CLAIM FOR RELIEF

23 Defendant denies that he has been unjustly enriched, intentionally or otherwise,
24 by the actions he took in managing Plaintiff's Tweet accounts.

25
26 FIFTH CLAIM FOR RELIEF

1 Defendant did not and has not fraudulently or used unfair business practices in
2 his dealings with Plaintiff. Additionally, Defendant did not engage in any willful, knowing
3 or intended actions that would withhold any purported funds from Plaintiff.
4

5
6 WHEREFORE, Defendant prays for the following:

- 7 1. That Plaintiffs take nothing by their Complaint on any of the causes of
8 actions;
9 2. That Defendant be awarded his attorneys' fees and costs pursuant to
10 Section 105; and
11 3. For such other relief as the Court deems just and proper.
12

13
14 DATED: October 15, 2014

15 By: 

16 Travis Kasper
17 Attorney for Debtor
18
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27
28

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
9100 Wilshire Blvd., Suite 225 East Tower
Beverly Hills, CA 90212

A true and correct copy of the foregoing document entitled (*specify*):
STIPULATION TO SET ASIDE DEFAULT JUDGMENT; PROPOSED ORDER

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☐ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:**

On (date) 10/21/2014, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Travis G. Kasper, Esq.
Law Offices of Travis Kasper
714 W. Olympic Blvd., Suite 450
Los Angeles, CA 90018

U.S. Bankruptcy Court
255 E. Temple Street
Los Angeles, CA 90012
Hon. Robert Kwan, Suite 1682

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

10/21/2014
Date

Benjamin Kuerschner
Printed Name

Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

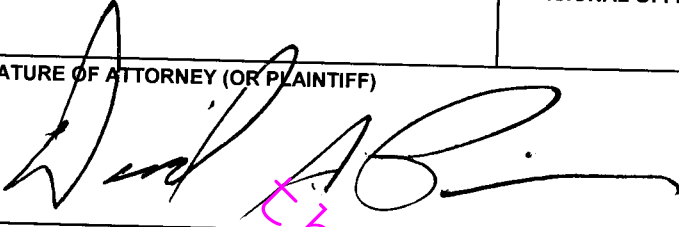
FORM B104 (08/07)

2007 USBC, Central District of California

ADVERSARY PROCEEDING COVER SHEET (Instructions on Page 2)		ADVERSARY PROCEEDING NUMBER (Court Use Only)												
PLAINTIFFS Tia Mowry	DEFENDANTS Brian Hanley	<div style="border: 2px solid black; padding: 5px; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px; font-weight: bold;">AUG 01 2014</div>												
ATTORNEYS (Firm Name, Address, and Telephone No.) PIERCE LAW GROUP LLP 9100 Wilshire Boulevard, Suite 225E, Beverly Hills, CA 90212 Tel: (310) 274-9191	ATTORNEYS (If Known) Law Offices of Travis G. Kasper 714 W. Olympic Blvd., Suite 450, Los Angeles, CA 90015 Tel: (213) 632-9697	CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY: _____ Deputy Clerk												
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) Creditor Tia Mowry files this Adversary Proceeding against Debtor Brian Hanley for (1) non-dischargeability of debt pursuant to 11 USC 523(a)(2)(A); (2) non-dischargeability of debt pursuant to 11 USC 523(a)(4); (3) breach of contract; (4) unjust enrichment; and (5) unfair business practices pursuant to California Business and Prof. Code Sec. 17200 et seq.														
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 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 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 (other than domestic support) <input 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"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input checked="" type="checkbox"/> 67-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 checked="" 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 type="checkbox"/> 14-Recovery of money/property - other	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 (other than domestic support) <input 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"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input checked="" type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny	Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa et seq. <input checked="" 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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(continued next column)														
<input checked="" 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 \$ 179,992.65												
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 Brian Hanley		BANKRUPTCY CASE NO. 2:14-bk-18459
DISTRICT IN WHICH CASE IS PENDING Central District of California	DIVISIONAL OFFICE Los Angeles	NAME OF JUDGE Hon. Robert Kwan
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) 		
DATE 8/1/14	PRINT NAME OF ATTORNEY (OR PLAINTIFF) David Albert Pierce, Esq.	

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 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.

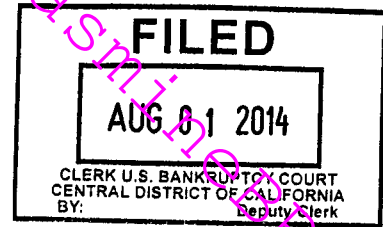
Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

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.



David Albert Pierce, Esq. SBN 162396
Azita Mirzaian, Esq. SBN 280749
PIERCE LAW GROUP LLP
9100 Wilshire Boulevard
Suite 225 East Tower
Beverly Hills, California 90212-3415
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David@PierceLawGroupLLP.com
Azita@PierceLawGroupLLP.com

Attorney for Plaintiff, TIA MOWRY

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re

BRIAN HANLEY,

Debtor.

TIA MOWRY, an individual,

Plaintiff,

v.

BRIAN HANLEY, an individual,

Defendant.

CASE NO. 2:14-bk-18459-RK

Chapter 7

Adv. No. _____

COMPLAINT

1. **NON-DISCHARGEABILITY OF DEBT DUE TO FRAUD**
2. **NON-DISCHARGEABILITY OF DEBT DUE TO CONVERSION AND EMBEZZLEMENT**
3. **BREACH OF CONTRACT**
4. **UNJUST ENRICHMENT**
5. **UNFAIR BUSINESS PRACTICES IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 et seq.**

Date: [SEE SUMMONS]
Time: [SEE SUMMONS]
Ct. No.: [SEE SUMMONS]

PIERCE LAW GROUP LLP

9100 Wilshire Boulevard

Suite 225 East Tower

Beverly Hills, California 90212

Plaintiff alleges:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157(b) and 1334(b). This action is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(I) and (O). This adversary proceeding (this "Proceeding") is brought pursuant to 11 U.S.C. § 523 and Rule 7001 of the Federal Rules of Bankruptcy Procedure ("FRBP"). This Proceeding arises in and relates to the Bankruptcy Case under Chapter 7 of the Bankruptcy code (the "Code") entitled *In re Brian Hanley*, Case No. 2:14-bk-18459-RK (the "Bankruptcy Case"), which is presently pending before the United States Bankruptcy Court for the Central District of California, Los Angeles Division ("this Court").

THE PARTIES

2. Plaintiff TIA MOWRY (hereinafter "Plaintiff" or "Mowry") is an individual and is a resident of Los Angeles County, California.

3. Defendant BRIAN HANLEY (hereinafter "Defendant" or "Debtor" or "Hanley") is an individual and, upon information and belief, is and at all relevant times was a resident of Los Angeles, California. He is the Debtor in the Bankruptcy Case.

FACTUAL ALLEGATIONS

4. Plaintiff is a celebrity personality and actress who currently appears as the main character in the Nickelodeon television series *Instant Mom*.

5. Defendant is an individual who holds himself out as a social media specialist and procures social media opportunities for others.

6. In or about mid-2009, Plaintiff entered into an agreement with Innovative Artists agency, wherein Innovative Artists agreed to procure, obtain, facilitate, and manage certain sponsored Twitter "Tweet" deals for Plaintiff, in exchange for a Ten Percent (10%) commission on these deals.

7. Defendant was the designated Innovative Artists employee responsible for

PIERCE LAW GROUP LLP

9100 Wilshire Boulevard
Suite 225 East Tower
Beverly Hills, California 90212

1 overseeing and providing these services.

2 8. On information and belief, the employment relationship between Defendant and
3 Innovative Artists was terminated on or about March 2010.

4 9. Defendant failed to immediately notify Plaintiff of this termination of his
5 employment and continued to perform all of the same functions as her "Tweet manager."

6 10. At some point, Defendant did notify Plaintiff of his termination and obtained
7 Plaintiff's consent to continue to act as her "Tweet manager," under the same compensation
8 terms - that is, Ten Percent (10%), and no other fees or deductions (hereinafter, the
9 "Agreement").

10 11. Defendant continued performing all services as an individual doing business as
11 "Buzzwave," and later as "Rhythm Rocket Social Media Services."

12 12. Neither "Buzzwave" nor "Rhythm Rocket Social Media Services" is a
13 registered entity in the State of California, nor is Defendant individually registered as a "dba"
14 in Los Angeles County.

15 13. Defendant stopped providing Tweet management services to Plaintiff in
16 approximately July 2013.

17 14. While Defendant was providing his Tweet management services to Plaintiff via
18 Innovative Artists, he received a 10% commission on sponsored Tweets.

19 15. When Defendant later began providing his services via Buzzwave, he agreed
20 that he would continue to charge a 10% commission on sponsored Tweets.

21 16. During the time that Defendant provided Plaintiff with Tweet management
22 services, the third parties paying for the sponsored Tweets usually issued payments to
23 Defendant; Defendant was to take his 10% commission and tender the remaining 90% of the
24 money to Plaintiff.

25 17. On some occasions, the third parties paid Plaintiff or her representatives
26 directly, and in those instances, Plaintiff or her representatives would tender Defendant's 10%
27 commission to him.

28 18. But for the most part, the third party payments for sponsored Tweets were

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1 issued to Defendant, who then was responsible for tendering the appropriate sums to Plaintiff.

2 19. In mid-2013, Plaintiff and her representatives began to suspect that Plaintiff was
3 not receiving the full sums that she was entitled to for her sponsored Tweets.

4 20. When Plaintiff's accountant raised this issue with Defendant, Defendant
5 claimed that he was withholding certain amounts of money because he had paid taxes on
6 Plaintiff's sponsored Tweet earnings in 2012.

7 21. Defendant did not provide documentation to support his claim that he had paid
8 these taxes, despite him being asked to provide the same.

9 22. Plaintiff's accountant responded that Plaintiff's taxes are not to be paid by
10 Defendant, that Defendant has no authorization to withhold fees to pay for those taxes, and that
11 Defendant needed to provide the accountant with further information to determine if an
12 amended 2012 tax return was needed.

13 23. Defendant failed to provide further information.

14 24. Upon learning that Defendant was withholding funds to allegedly pay for taxes
15 on Plaintiff's sponsored Tweet earnings, Plaintiff and her representatives conducted an internal
16 audit to determine exactly how much money Defendant had failed to tender to Plaintiff.

17 25. Plaintiff's audit revealed further misappropriation.

18 26. At some point, *without notice to or authorization from Plaintiff or her*
19 *representatives*, Defendant had begun to charge an additional 5% "administrative fee" for his
20 services.

21 27. Plaintiff's audit also revealed that at some point, *without notice or authorization*
22 *from Plaintiff or her representatives*, Defendant had begun to withhold 35% of the sponsored
23 Tweet fees to allegedly pay for the taxes on Plaintiff's Twitter earnings.

24 28. Records that Plaintiff has obtained show that from 2009 to 2013, the three main
25 ad agencies (Izea, Ad.Ly, and MyLikes) that brokered Plaintiff's Twitter offers paid out One
26 Hundred and Eight Thousand Five Hundred and Ninety Eight Dollars and Eleven Cents
27 (\$108,598.11) for sponsored Tweets.

28 29. Defendant's Ten Percent (10%) commission on this sum totals Ten Thousand

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1 Eight Hundred and Fifty Nine Dollars and Eighty One Cents (\$10,859.81).

2 30. Plaintiff was entitled to receive the remaining Ninety Seven Thousand Seven
3 Hundred and Thirty Eight Dollars and Thirty Cents (\$97,738.30) from these sponsored Tweets.

4 31. However, the sum of the payments that Plaintiff actually received for these
5 sponsored Tweets totals only Thirty Seven Thousand Seven Hundred and Forty One Dollars
6 and Seventy Five Cents (\$37,741.75).

7 32. Plaintiff has not received the remaining Fifty Nine Thousand Nine Hundred and
8 Ninety Seven Dollars and Fifty Five Cents (\$59,997.55) that she is owed.

9 33. Despite the fact that Defendant was tasked with the management of these
10 financial transactions, to date, Defendant has failed to provide Plaintiff with a complete and
11 accurate record of the revenues generated from the sponsored Tweets.

12 34. Defendant's failure to comply with the terms of the Agreement, and his
13 unauthorized and secret withholding of sums he was not entitled to keep constitutes an
14 actionable, intentional, deceptive, and fraudulent act by Defendant.

15 35. To date, Defendant has failed to pay to Plaintiff the sums of money that Plaintiff
16 is entitled to receive.

17 36. Defendant has also failed to provide Plaintiff with a full and complete
18 accounting of all of the sponsored Twitter "Tweet" deals that he facilitated; the amounts that he
19 received for these deals; the amounts that he withheld for his Ten Percent (10%) commission;
20 the amounts that he tendered to Plaintiff; and to whom he tendered Plaintiff's portion of the
21 moneys.

22 37. Plaintiff attempted to resolve this matter via settlement discussions prior to
23 resorting to legal action, but Defendant refused to engage in good-faith settlement discussions.

24 38. On April 30, 2014, Plaintiff filed a civil suit against Defendant in Los Angeles
25 Superior Court (*Mowry v. Hanley et al.*, BC544071), alleging fraud, breach of contract,
26 conversion, unjust enrichment, and unfair business practices.

27 39. That same day, April 30, 2014, Defendant filed for Chapter 7 bankruptcy,
28 thereby immediately staying the civil action in Los Angeles Superior Court and compelling

Plaintiff to seek relief from this Court.

FIRST CLAIM FOR RELIEF

For Non-Dischargeability Pursuant to 11 U.S.C. §523(a)(2)(A)

40. Plaintiff incorporates by reference paragraphs 1 to 39 of this Complaint into this section as though fully set forth herein.

41. Plaintiff's claims against Defendant constitute a debt for money.

42. Plaintiff's claims were created by false pretenses, false representations, or actual fraud by Defendant. In order to lure Plaintiff into trusting Defendant with the management of her social media sponsored deals, Defendant represented to Plaintiff that he would provide his Tweet management services for a Ten Percent (10%) commission on Plaintiff's sponsored Tweet deals, and that Plaintiff would receive the remaining Ninety Percent (90%).

43. In doing the acts described above, Defendant made false representations that Defendant knew were false at the time that Defendant made such false representations to Plaintiff. Defendant did not actually intend to take a Ten Percent (10%) commission on Plaintiff's sponsored Tweet deals, and instead concocted a scheme to take Fifty Percent (50%) of the sponsored Tweet deal money. Upon Plaintiff's discovery of this scheme, Plaintiff claimed that he was entitled to withhold a Five Percent (5%) "administrative fee" and a Thirty-Five Percent (35%) "tax withholding."

44. In doing the acts described above, Defendant had the intention and purpose of deceiving Plaintiff. Defendant also concealed and suppressed the fact that he was withholding sponsored Tweet deal monies that he was not entitled to or authorized to withhold.

45. Defendant intended that Plaintiff rely on these false representations, and Plaintiff reasonably relied on Defendant's false representations.

46. As the proximate result of Defendant's false representations, Plaintiff sustained damages according to proof in an amount of not less than Fifty Nine Thousand Nine Hundred and Ninety Seven Dollars and Fifty Five Cents (\$59,997.55), plus punitive damages, together with appropriate interest, attorneys' fees, and costs, and such debts are not dischargeable debts

1 under 11 U.S.C. § 523 and other applicable law.

2 **SECOND CLAIM FOR RELIEF**

3 **For Non-Dischargeability Pursuant to 11 U.S.C. § 523(a)(4)**

4 47. Plaintiff incorporates by reference paragraphs 1 to 39 of this Complaint into this
5 section as though fully set forth herein.

6 48. Defendant was tasked with the management of Plaintiff's Twitter-related
7 financial transactions and acted in a fiduciary capacity.

8 49. By fraudulently withholding sums of money in excess of the amounts he was
9 entitled to and otherwise doing the acts described herein, Defendant substantially interfered
10 with Plaintiff's property, preventing Plaintiff from accessing it and effectively stealing money
11 from Plaintiff.

12 50. In doing the acts described herein, Defendant took Plaintiff's money with the
13 intent to convert and deprive Plaintiff of such money, and the debts thereby created are debts
14 which are not dischargeable under 11 U.S.C. § 523 and other applicable law.

15 51. As the proximate result of Defendant's misconduct, Plaintiff sustained damages
16 according to proof in an amount of not less than Fifty Nine Thousand Nine Hundred and
17 Ninety Seven Dollars and Fifty Five Cents (\$59,997.55), plus punitive damages, together with
18 appropriate interest, attorneys' fees, and costs.

19 **THIRD CLAIM FOR RELIEF**

20 **For Breach of Contract**

21 52. Plaintiff incorporates by reference paragraphs 1 to 39 of this Complaint into this
22 section as though fully set forth herein.

23 53. After Defendant's employment with Innovative Artists was terminated,
24 Defendant entered into an Agreement with Plaintiff, wherein Defendant agreed to obtain,
25 facilitate, and manage certain sponsored Twitter "Tweet" deals for Plaintiff, in exchange for a
26 Ten Percent (10%) commission on these deals.

27 54. Plaintiff has fully performed all obligations required of her to be performed
28

1 under the Agreement, except for those obligations that were waived, excused, or prevented by
2 Defendant.

3 55. Defendant breached the Agreement by withholding sponsored Twitter "Tweet"
4 deal monies in excess of the Ten Percent (10%) he was entitled to and by failing to properly
5 tender to Plaintiff the monies due her.

6 56. To date, Defendant has failed to pay to Plaintiff the sums of money that Plaintiff
7 is entitled to.

8 57. As a direct and proximate result of Defendant's failure and refusal to perform
9 his contractual obligations, Plaintiff has been damaged in an amount according to proof but not
10 less than Fifty Nine Thousand Nine Hundred and Ninety Seven Dollars and Fifty Five Cents
11 (\$59,997.55).

12 58. Plaintiff has suffered other special damages in a sum according to proof at the
13 time of trial.

14 **FOURTH CLAIM FOR RELIEF**

15 **For Unjust Enrichment**

16 59. Plaintiff incorporates by reference paragraphs 1 to 39 of this Complaint into this
17 section as though fully set forth herein.

18 60. As a result of Defendant's actions as alleged herein, Defendant has received the
19 full benefit (and more) of Plaintiff's sponsored Twitter "Tweet" deals (he has received Fifty
20 Percent (50%) of the deal monies instead of the Ten Percent (10%) that he is entitled to), while
21 Plaintiff has only received a fraction of the benefit that she is entitled to for her participation in
22 the sponsored Twitter "Tweet" deals (she has received Fifty Percent (50%) of the deal monies
23 instead of the Ninety Percent (90%) that she is entitled to).

24 61. If Defendant is allowed to retain the excess benefits of the sponsored Twitter
25 "Tweet" deals, he will be unjustly enriched for his wrongdoing in the amount of the difference
26 between what he is actually entitled to (Ten Percent (10%)) and what he has taken (Fifty
27 Percent (50%)).

28 62. Plaintiff therefore requests that any and all income, increased value, and/or

1 profit that Defendant made from Plaintiff's sponsored Twitter "Tweet" deals in excess of the
2 Ten Percent (10%) that he is entitled to, as set forth above, be paid over to Plaintiff in order to
3 avoid this unfair and inequitable result.

4
5 **FIFTH CLAIM FOR RELIEF**

6 **For Unfair Business Practices**

7 63. Plaintiff incorporates by reference paragraphs 1 to 39 of this Complaint into this
8 section as though fully set forth herein.

9 64. The acts of Defendant that are laid out and alleged herein constitute unlawful,
10 unfair, and/or fraudulent business practices and are unfair and wrongful conduct that is
11 prohibited by California Business and Professions Code § 17200, *et seq.*

12 65. Defendant engaged in unlawful, unfair, and/or fraudulent business practices,
13 including but not limited to: fabricating an "administrative fee" charge to justify withholding an
14 extra Five Percent (5%) of the sponsored Twitter "Tweet" deal monies that he collected;
15 claiming an obligation to pay Plaintiff's taxes in order to justify withholding an extra Thirty-
16 Five Percent (35%) of the sponsored Twitter "Tweet" deal monies that he collected; failing to
17 competently manage the sponsored Twitter "Tweet" deal monies by properly distributing them
18 to the authorized recipients; and failing to provide Plaintiff or her representatives with a full
19 and complete accounting of the sponsored Twitter "Tweet" deal monies that he collected.

20 66. Defendant did not engage in the above-described misconduct out of any sincere
21 or proper motive; rather, said misconduct was knowing, willful, and oppressive, and intended
22 to appropriate to Defendant what Defendant knew or should have known to be monies that
23 Plaintiff was rightfully entitled to.

24 67. As a direct and proximate result of Defendant's said misconduct, Defendant has
25 been unjustly enriched at the expense of Plaintiff in a substantial sum, and Plaintiff is entitled
26 to restitution, according to proof at the time of trial.

27 ///

28 ///

PRAYER FOR RELIEF

WHEREFORE Plaintiff TIA MOWRY prays judgment against Defendant BRIAN HANLEY as follows:

FIRST CLAIM FOR RELIEF: Non-Dischargeability Under 11 U.S.C. §523(a)(2)(A)

- (a) For a judicial determination that the debt owing to Plaintiff Tia Mowry, in an amount to be determined at trial but in any event no less than Fifty Nine Thousand Nine Hundred and Ninety Seven Dollars and Fifty Five Cents (\$59,997.55), is non-dischargeable pursuant to 11 U.S.C §523(a)(2)(A) and other applicable law;
- (b) For other general, special, and compensatory damages according to proof at the time of trial;
- (c) For punitive damages in the treble amount of One Hundred Nineteen Thousand Nine Hundred and Ninety Five Dollars and Ten Cents (\$119,995.10), or in an amount that this Court deems appropriate and just;
- (d) For pre-judgment and post-judgment interest on said damages;
- (e) For reasonable attorneys' fees and the costs of suit incurred herein; and
- (f) For any other and further relief which the Court may deem appropriate and just.

SECOND CLAIM FOR RELIEF: Non-Dischargeability Under 11 U.S.C. §523(a)(4)

- (a) For a judicial determination that the debt owing to Plaintiff Tia Mowry, in an amount to be determined at trial but in any event no less than Fifty Nine Thousand Nine Hundred and Ninety Seven Dollars and Fifty Five Cents (\$59,997.55), is non-dischargeable pursuant to 11 U.S.C §523(a)(4) and other applicable law;
- (b) For other general, special, and compensatory damages according to proof at the time of trial;
- (c) For punitive damages in the treble amount of One Hundred Nineteen Thousand Nine Hundred and Ninety Five Dollars and Ten Cents (\$119,995.10), or in an amount that this Court deems appropriate and just;

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- (d) For pre-judgment and post-judgment interest on said damages;
- (e) For reasonable attorneys' fees and the costs of suit incurred herein; and
- (f) For any other and further relief which the Court may deem appropriate and just.

THIRD CLAIM FOR RELIEF: Breach of Contract

- (a) For compensatory damages in an amount according to proof at trial, but in any event no less than Fifty Nine Thousand Nine Hundred and Ninety Seven Dollars and Fifty Five Cents (\$59,997.55);
- (b) For other general, special, and compensatory damages according to proof at the time of trial;
- (c) For pre-judgment and post-judgment interest on said damages; and
- (d) For any other and further relief which the Court may deem appropriate and just.

FOURTH CLAIM FOR RELIEF: Unjust Enrichment

- (a) For restitution damages in an amount to be determined at trial, but in any event no less than Fifty Nine Thousand Nine Hundred and Ninety Seven Dollars and Fifty Five Cents (\$59,997.55);
- (b) For other general, special, and compensatory damages according to proof at the time of trial;
- (c) For pre-judgment and post-judgment interest on said damages; and
- (d) For any other and further relief which the Court may deem appropriate and just.

FIFTH CLAIM FOR RELIEF: Unfair Business Practices

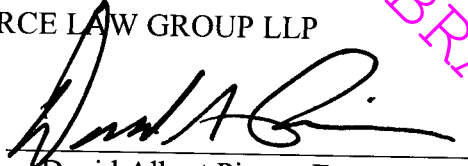
- (a) For restitution damages in an amount to be determined at trial, but in any event no less than Fifty Nine Thousand Nine Hundred and Ninety Seven Dollars and Fifty Five Cents (\$59,997.55);
- (b) For other general, special, and compensatory damages according to proof at the time of trial;

- (c) For pre-judgment and post-judgment interest on said damages, and
(d) For any other and further relief which the Court may deem appropriate and just.

Dated: August 1, 2014

PIERCE LAW GROUP LLP

BY:



David Albert Pierce, Esq.

Azita Mirzaian, Esq.

Attorney for Plaintiff Tia Mowry

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Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address David Albert Pierce, Esq. SBN 162396 Azita Mirzaian, Esq. SBN 280749 PIERCE LAW GROUP LLP 9100 Wilshire Boulevard Suite 225 East Tower Beverly Hills, California 90212-3415 Telephone (310) 274-9191 Facsimile (310) 274-9151 David@PierceLawGroupLLP.com Azita@PierceLawGroupLLP.com <i>Attorney for Plaintiff</i>		FOR COURT USE ONLY <div style="border: 1px solid black; padding: 5px; text-align: center;">RECEIVED AUG 01 2014 CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY: Deputy Clerk</div>	
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION			
In re: Brian Hanley		CASE NO.: 2:14-bk-18459-RK	
		CHAPTER: 7	
		ADVERSARY NUMBER:	
Debtor(s) Tia Mowry		SUMMONS AND NOTICE OF STATUS CONFERENCE IN ADVERSARY PROCEEDING [LBR 7004-1]	
Plaintiff(s) Brian Hanley			
Versus			
Defendant(s)			

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: _____	Place:
Time: _____	<input type="checkbox"/> 255 East Temple Street, Los Angeles, CA 90012
Courtroom: _____	<input type="checkbox"/> 3420 Twelfth Street, Riverside, CA 92501
	<input type="checkbox"/> 411 West Fourth Street, Santa Ana, CA 92701
	<input type="checkbox"/> 1415 State Street, Santa Barbara, CA 93101
	<input type="checkbox"/> 21041 Burbank Boulevard, Woodland Hills, CA 91367

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

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.STATUS.REPORT) with an attachment for additional parties if necessary (LBR form F 7016-1.STATUS.REPORT.ATTACH). 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

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

A true and correct copy of the foregoing document entitled: **SUMMONS AND NOTICE OF STATUS CONFERENCE IN ADVERSARY PROCEEDING [LBR 7004-1]** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☐ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:**

On (date) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date _____

Printed Name _____

Signature _____