

A Few Notable Cases

2011 California judgment: During my investigation, I found that the debtor was the subsidiary of a prominent east coast Art Gallery boasting a collection which included works by Dali, Chagall, and Jackson Pollock. The db, however, had no assets or presence here in CA—the corp. was forfeited in Ca around the same time as the judgment was entered. After some research into the art business, I discovered that I could use my CA judgment to affect the title to various works of art throughout the country by domesticating the CA judgment in other states or recording special liens in states where galleries, artists, or owners of works of art were located. Over the next few days, I recorded liens and filed and served lawsuits to domesticate my CA judgment in states throughout the Country. Almost immediately, I began receiving calls from attorneys, collectors, and finally the debtor. 4 months after the case was assigned, we had a settlement in place wherein we received about 150% of the original judgment.

2009 Florida judgment: Good news: the debtor owned businesses and property in Orange County and had recently written a book. Bad news: the debtor was an Ivy League attorney barred in three states who was hell-bent on never paying this debt and the firm representing her was well known for obtaining some big jury awards in OC. I avoided court by simply using the sheriffs to levy on everything I could find relentlessly. I levied bank accounts, third party accounts, properties, businesses, and even the firm representing the db. Everyone received a levy and a visit from the sheriff. The banks received new levies once a week. Sometimes the levies hit big, most of the time the levies captured little or nothing. Eventually, however, I had money tied up all over town, and when it was clear that fighting all of these levies was prohibitively expensive, and that no one could pay the db outside of the execution liens the db came to the table and we reached an agreement wherein the db would pay the entire judgment plus more.

2006 California judgment: I found this judgment in a barn in 2013. In 2006, the debtor corporation was dissolved and the assets sold off. Research showed that the Corporation that absorbed the debtor and purchased the assets was still alive and well in the Silicon Valley. Just out of curiosity, I subpoenaed the asset purchase agreement. After some squabbling over the subpoena with the new company and their multi-national law firm, I received the subpoena responses I requested. Within the asset purchase agreement was a clause which stated: “Assumption of Liabilities. [purchaser] will not assume any liabilities except (i) liabilities arising after the Closing.” I filed a motion to amend the judgment wherein I showed the judge that our “liability” arose after the close of the asset purchase agreement and that this amounted to an express agreement to pay this debt. I also took that opportunity to show the judge a few similarities between the two companies which demonstrated to the court that the agreement was more akin to a merger agreement than an asset purchase agreement. The judge agreed and amended the judgment to reflect the name of the successor corp. We settled for 3X the amount of the original judgment.

2010 California judgment: The debtor was a million dollar power yacht which was MIA. Using maritime law, I recorded a lien against the boat. Shortly thereafter, I found the boat and the new owner in Florida. The Judgment was paid in full within two months.