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10 **UNITED STATES BANKRUPTCY COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **OAKLAND DIVISION**

13 **In re**

14 **CONNOR FREFF COCHRAN**

15 **Debtor,**

16 **PATRICK LAKE**

17 **Plaintiff**

18 **vs.**

19 **CONNOR FREFF COCHRAN,**
20 **Defendant**

Case No. 18-40032 RLE 11
Chapter 11

Adversary Proceeding No. ___

**COMPLAINT TO DETERMINE
DISCHARGEABILITY OF DEBT AND
RELATED DECLARATORY RELIEF**

[11 U.S.C. §523(A)(6)]

21 Plaintiff PATRICK LAKE (“Plaintiff”), hereby complains and alleges against CONNOR
22 FREFF COCHRAN.

23 **I. JURISDICTIONAL ALLEGATIONS**

24 1. This is an adversary proceeding within the meaning of Federal Rule of Bankruptcy
25 Procedure 7001.

26 2. This Adversary Proceeding arises out of and is related to Defendant’s above-captioned
27 Chapter 11 bankruptcy case number 18-40032-RLE (“Defendant’s Bankruptcy Case”), pending
28 before the United States Bankruptcy Court for the District of California, Oakland Division

1 (“Bankruptcy Court”). The Bankruptcy Court has jurisdiction in the instant Adversary Proceeding
2 pursuant to 28 U.S.C. §§157 and 1334.

3 3. The claims for relief set forth herein are proceedings to determine the dischargeability of
4 particular debts and, as such, are core proceedings pursuant to 28 U.S.C. §157(b)(2)(I). Plaintiff
5 consents to entry of final orders and judgment by the Bankruptcy Court.

6 4. Venue is proper pursuant to 28 U.S.C. §1409.

7 5. Defendant filed his chapter 11 voluntary bankruptcy petition on January 4, 2018 in the
8 Bankruptcy Court, thereby initiating the Defendant's Bankruptcy Case.

9 **II. PARTIES**

10 6. Plaintiff PATRICK LAKE ("Lake" and/or "Plaintiff") is an adult individual and a
11 resident of the State of California.

12 7. Defendant CONNOR FREFF COCHRAN (“Defendant”) is an adult individual and the
13 Debtor in the above-captioned Defendant's Bankruptcy Case. At all material times herein,
14 Defendant was and is a shareholder, director and officer in CONLAN PRESS, INCORPORATED
15 (“Conlan Press”), a corporation organized under the laws of the State of California, and a debtor in
16 Chapter 11 Case No. 18-40030-RLE pending in the Bankruptcy Court (the “Conlan Press
17 Bankruptcy Case”). Although not a named party in this Adversary Proceeding, Conlan Press is a
18 material actor in the events and transactions described below.

19 **III. DEFENDANT AS AN ALTER-EGO OF CONLAN PRESS INCORPORATED**

20 8. Upon information and belief, Conlan Press was and is a mere shell, instrumentality and
21 conduit through which Defendant carried on his business in the corporate name, exactly as he would
22 have had there been no corporation at all, exercising complete control and dominance over such
23 business to the point where any individuality or separateness between Defendant and Conlan Press
24 does not, and at all times herein mentioned, did not, exist. Defendant is personally liable for directly
25 authorizing and/or actively participating in and/or controlling the wrongful or tortious conduct
26 described below, notwithstanding the fact that Defendant was purporting to act on behalf of Conlan
27 Press.

1 18. Said Settlement Agreement also did not contain a mutual non-disparagement clause.

2 **B. Pre-Petition State Court Procedural Background**

3 19. On December 31, 2014, after Plaintiff and Defendant had consummated the Settlement
4 Agreement, the Defendant – and Conlan Press, Incorporated – filed an action for defamation and
5 related declaratory and injunctive relief, alleging that “DOE 1” is liable for damages arising from
6 alleged defamatory statements made by certain unknown individuals. *See Connor Cochran, and*
7 *Conlan Press, Incorporated, Plaintiff, v. Does 1-30, inclusive*, Superior Court of California, County
8 of San Mateo, Case No. CIV 531946 (the “State Court suit”).

9 20. On or about February 15, 2015, Defendant later amended the complaint to add Patrick
10 Lake as “Doe 1”.

11 21. Lake denied that he was “Doe 1” and denied any liability for the events and occurrences
12 in Cochran’s State Court suit.

13 22. On September 28, 2015, Patrick Lake answered and filed a Cross-Complaint against
14 Cochran and Conlan Press, Incorporated, alleging defamation.

15 23. In the State Court suit, prior to the bankruptcy filing, Patrick Lake had conducted
16 discovery.

17 24. In the State Court suit, the state court judge also approved a stipulation by the parties to
18 continue the trial date to September 17, 2018.

19 **C. Allegations in Support of Objection to Discharge**

20 25. Defendant published defamatory statements online about Plaintiff Lake, as follows:

21 a) On or about January 14, 2015, Defendant published on-line at
22 <http://www.conlanpress.com/fansagainstfraud.html> the following libelous statement(s):

23 Thanks to several eyewitnesses and people who came forward with emails
24 we successfully uncovered the real culprit. His name is Patrick Lake. (Other
25 identities he is known to go by: “Blake Kilpatrick,” and the Furry Fandom
26 identities “Patch Packrat” and “Patch O’Furr”) He is a Bay Area animator
27 and animation instructor who has tried unsuccessfully for six years to get
28 Peter S. Beagle involved in one of his projects, and who in 2014 forged
Connor Cochran’s signature on a contract in order to get a lawyer to help
him demand thousands of dollars from Conlan Press. That was dealt with as
you’d imagine, and in August 2014 Patrick’s own lawyer dropped him for his

1 ongoing pattern of deceptions. The very next day he went online and began
2 anonymously spreading what Peter calls “a ridiculous mash-up of
3 selectively-edited misrepresentations & flat-out falsehoods.”

4 The above-quoted libelous statement falsely accuses Plaintiff of the crime of forgery, which
5 constitutes slander per se. It also falsely states that Plaintiff’s prior attorney terminated their
6 relationship based upon a supposed “ongoing pattern of deceptions” by Plaintiff, which
7 communicates to the reader that Plaintiff routinely and repetitively engages in deception - a
8 “pattern” that is “ongoing” - in his business and professional relationships, which statement also
9 constitutes slander per se.

10 b) On or about January 14, 2015, Defendant contacted a reporter named Rich Johnston at
11 the internet website BleedingCool.com, and sent the following libelous statement(s) to that reporter
12 with the intention of having the statements and/or their import published on-line at
13 BleedingCool.com, which did in fact publish on behalf of Defendants the following libelous
14 statements:

15 Since August 13th, 2013, my company and I have been the targets of an
16 anonymous libel campaign, starting with a lot of false statements and
17 misrepresentations posted on RipoffReport.com, then continuing with the
18 website fansgainstfraud.com (<http://fansagainstfraud.com>) And a series of
19 over 500 attack tweets from @fansagainstfraud.com
20 (<http://fansagainstfraud.com>).

21 Multiple witnesses have now confirmed that all of this has been the work of
22 a San Francisco Bay Area animator and book dealer named Patrick Lake,
23 working both anonymously and under a variety of aliases: Patrick Lake,
24 Blake Kilpatrick.advocate@fansagainstfraud.com
25 (Mailto:advocate@fansagamstfraud.com). two Furry Fandom identities
26 ("Patch Packrat" and "Patch O'Furr"), and possibly more. As for why he is
27 doing this, the answer is simple. In 2014 Patrick forged my signature on a
28 bookselling contract I had refused to sign in 2013, then hired an attorney to
threaten me with a lawsuit if did not pay him thousands of dollars because
of my "nonperformance" on said contract. That didn't fly, and in the end his
own client dropped him because of his ongoing pattern of deception. The
matter was closed with the attorney on August 12, 2013 - and the very next
day Patrick sent his first false attack on me and Conlan Press to
RipoffR.eport.com

29 c) in an e-mail dated January 10, 2015, from Defendant to Steve Glover, Defendant made
30 the following libelous statement about Plaintiff: “In 2014, Patrick sought to scam a large sum of
31 money from me and the company by (a) forging my signature on a contract I had refused to sign
32 with him a year earlier ... ”

1 d) in an on-line posting on Facebook on July 15, 2015, Defendant made the following
2 libelous statement about Plaintiff: "CRAZED INTERNET STALKER UPDATE: After six months
3 of dodging the process servers hired by my attorney, earlier tonight Patrick Lake was finally tracked
4 down at his home . . ." The foregoing statement suggests that Plaintiff is mentally unstable or
5 mentally incompetent and has committed or is committing a crime, and said statement is therefore
6 defamatory per se. Defendant repeated the same libelous statements on August 26, 2015 in another
7 on-line posting on Facebook.

8 e) in an on-line posting on Facebook on September 1, 2015, Defendant made the following
9 libelous statement about Plaintiff: "Patrick [Lake] was served at the place of work listed on his
10 personal website, but it turns out he was actually fired from there two years ago and had been
11 pretending otherwise (i.e., lying) on his website ever since." The foregoing libelous statement
12 falsely impugns Plaintiff's conduct of his profession or trade, which constitutes slander per se.

13 26. Plaintiff alleges that each of the statements described above in paragraph 25 were false.
14 The true facts were that Plaintiff had not forged a contract with Plaintiff; that he does not engage in
15 an "ongoing pattern of deception" in his attorney-client relationships or in his other business
16 relationships; he is not a "stalker" nor "crazed" i.e., mentally unstable, mentally incompetent, or
17 insane; and he was not fired from his employment as an art instructor when he left that employment
18 over five years ago.

19 27. As a proximate result of the defamatory statements of Defendant, Plaintiff has been
20 harmed in that he has suffered past and future loss of income, as well as shame, mortification,
21 emotional distress, public opprobrium, and humiliation, as well as attorneys' fees incurred to
22 attempt to correct the misleading and false statements of Defendant that have been repeated by
23 others relying on Defendant's widely published false and defamatory statements. Said damages are
24 in an amount subject to proof at trial.

25 28. Section 523(a)(6) of the Bankruptcy Code provides one such express exemption for
26 discharge as follows: "(a) A discharge under section 727, 1141, 1228(a), 1228(b), or 1328(b) of this
27 title does not discharge an individual debtor from any debt-... (6) for willful and malicious injury by
28

1 the debtor to another entity or to the property of another entity.” 11 U.S.C. § 523(a)(6). Lake alleges
2 that Cochran’s defamatory statements constitute the intentional tort of “willful and malicious injury”
3 and that, therefore, the damages to which they give rise should not be discharged.

4 **V. CLAIMS FOR RELIEF**

5 **FIRST CLAIM FOR RELIEF**

6 **Nondischargeability – Intentional Tort (Defamation)**

7 **[11 U.S.C. §523(a)(6)]**

8 29. Plaintiff realleges and incorporates herein by this reference each of the allegations
9 contained in paragraphs 1 through 28 above as though fully set forth here again in full.

10 30. When Defendant made the statements identified in paragraph 25 above, Defendant
11 intended to harm Plaintiff and/or at the very least, he knew, and must have known, that injury to
12 Plaintiff was substantially certain to occur as a result of Defendant’s intentional acts of publication.

13 31. Defendant also failed to use reasonable care to determine the truth or falsity of his
14 defamatory statements about Plaintiff.

15 32. Defendants’ statements were willful.

16 33. Defendants’ statements were malicious.

17 34. Defendant did not have just cause or excuse to publish the statements identified in
18 paragraph 25.

19 35. As a direct and proximate result of Defendant's conversion of Plaintiffs' specific and
20 identifiable property, Plaintiff has suffered economic damages in the amount of a least \$400,000.00,
21 according to proof (the “Damages”).

22 36. The above described defamatory comments constituted malice, fraud and oppression in
23 that the Defendant deliberately made the above -referenced false statements in order to discredit,
24 defame and embarrass Plaintiff and damage Plaintiff’s reputation. The defamatory statements of
25 Defendant constitute malicious, fraudulent and/or oppressive conduct and therefore warrant an
26 award of punitive damages in an amount appropriate to punish Defendant and deter others from
27 engaging in similar conduct.

1 37. Therefore, Plaintiff seeks judgment that the Damages are non-dischargeable under 11
2 U.S.C. §523(a) (6).

3 WHEREFORE, Plaintiff prays for judgment against Defendant as set forth below.

4 **VI. PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- 6 1. For declaratory relief that Defendant defamed Plaintiff;
- 7 2. For general and specific Damages;
- 8 3. For costs and reasonable attorneys' fees as allowed by law;
- 9 4. For punitive damages;
- 10 5. For declaratory relief that the quantified Damages are non-dischargeable; and
- 11 6. For such further relief as the Court deems fair and equitable under the circumstances

12 alleged herein.

13
14 DATED: April 5, 2018

BELVEDERE LEGAL, PC

15
16 By: /s/ Matthew D. Metzger
17 MATTHEW D. METZGER
18 *Attorneys for Plaintiff*