

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE-OPELOUSAS DIVISION

SEP 15 1993
CLERK OF COURT
U.S. BANKRUPTCY COURT
WESTERN DISTRICT OF LA.

IN RE:
OMNICRAFT INDUSTRIES, INC.

CASE NO. 92-50348-07

Debtor(s)

OMNICRAFT INDUSTRIES, INC.

VERSUS

PODOBA INVESTMENTS CORPORATION, INC.
THE HOME INSURANCE COMPANY
EDWARD PODOBA, JOHN PODOBA, JEFFREY ACKERMAN
DARCY KLUG, AND PAUL BLANCO

93AP5045

ADVERSARY NO. _____

COMPLAINT

NOW into court, comes the debtor, Omnicraft Industries, Inc., through undersigned counsel, and respectfully represents:

1.

This Court has jurisdiction over the this matter pursuant to 28 USC § 1334 and 28 USC § 157(b)(2)(E)(F)&(F). This matter is a core proceeding.

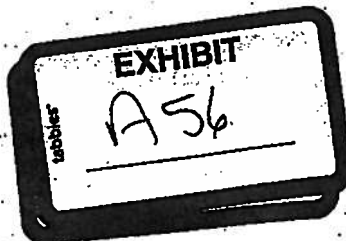
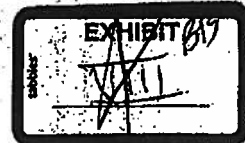
2.

The defendants in this matter are:

a) Podoba Investments Corporation, Inc., ("PIC") a Domestic Corporation doing business within the State of Louisiana, with its principal place of business located in Lafayette, Lafayette Parish, Louisiana.


b) The Home Insurance Company, ("Home") a foreign insurer,

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\$50,000.00, both with terms of 24 months. The notes were not personally guaranteed by Edward Podoba and no property was used to secure the notes. On June 10, 1992, PIC exercised its contractual right to return unwanted assets in exchange for a reduction in the purchase price. The \$250,000.00 promissory note was reduced to \$182,816.21 and certain assets, the value of which are in dispute, were returned to Omnicraft.

 II. Attorney Negligence--Ackermann and the Home Insurance Company

Omicraft Industries, Inc., through its trustee in bankruptcy, sued Jeffrey Ackermann and his malpractice insurer, the Home Insurance Company, for negligence and breach of fiduciary duty in not adequately representing Omnicraft's interests in this series of transactions. Omnicraft specifically alleges that Ackermann was negligent in his failure to inform Omnicraft of the inherent conflict in his representation of all parties, failure to adequately advise Omnicraft of the need for collateralization, and failure to advise Omnicraft of the implications of each transaction, especially the non-negotiability of the promissory notes issued by PIC.

The elements of a legal malpractice claim under Louisiana law are an attorney-client relationship, negligent representation, and loss caused by negligence. Evans v. Detweiler, 466 So. 2d 800, 802 (La. Ct. App. 4th Cir. 1985).

