

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS Robert J. Blackwell, Chapter 7 Trustee of Bakers Footwear Group, Inc.,	DEFENDANTS Google Inc. 1600 Ampitheatre Parkway Mountain View, CA 94043	
ATTORNEY (Firm Name, Address, and Telephone No.) Joseph L. Steinfeld, Jr., MN SBN 0266292 (Admitted Pro Hac Vice) Kendra K. Bader, MN SBN 0391229 (Admitted Pro Hac Vice) ASK LLP 2600 Eagan Woods Drive, Suite 400 St. Paul, MN 55121 Telephone: (651) 406-9665, Ext. 870 Fax: (651) 406-9676 e-mail: kbader@askllp.com <small>fb104-cvr.frm F:\WP\MM\BFG\SUIT\S1\CVFPL001.DOCX</small> Special Counsel to Plaintiff, Robert J. Blackwell, Chapter 7 Trustee of Bakers Footwear Group, Inc.	ATTORNEY (If Known)	
PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input checked="" type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input checked="" type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input checked="" type="checkbox"/> Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) ACTION TO AVOID AND RECOVER TRANSFERS OF PROPERTY, 11 U.S.C. ' 547, 548, 549 and 550, AND TO DISALLOW CLAIMS UNDER 11 U.S.C. ' 502.		
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..)		
<input checked="" type="checkbox"/> FRBP 700(1) - Recovery of Money/Property 11-Recovery of money/property - ' 542 turnover of property 12-Recovery of money/property - ' 547 preference 13-Recovery of money/property - ' 548 fraudulent transfer 14-Recovery of money/property - other <input checked="" type="checkbox"/> FRBP 700(2) - Validity, Priority or Extent of Lien 21-Validity, priority or extent of lien or other interest in property <input checked="" type="checkbox"/> FRBP 700(3) - Approval of Sale of Property 31-Approval of sale of property of estate and of a co-owner - ' 363(h) <input checked="" type="checkbox"/> FRBP 700(4) - Objection/Revocation of Discharge 41-Objection/revocaton of discharge - ' 272(c),(d),(e) <input checked="" type="checkbox"/> FRBP 700(5) - Revocation of Confirmation 51-Revocation of confirmation <input checked="" type="checkbox"/> FRBP 700(6) - Dischargeability 66-Dischargeability - ' 523(a)(1),(14),(14A) priority tax claims 62-Dischargeability - ' 523(a)(2), false pretenses, false representation, actual fraud 67-Dischargeability - ' 523(A)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	<input checked="" type="checkbox"/> FRBP 700(6) - Dischargeability (continued) 61-Dischargeability - ' 523(a)(5), domestic support 68-Dischargeability - ' 523(a)(6), willful and malicious injury 63-Dischargeability - ' 523(a)(8), student loan 64-Dischargeability - ' 523(a)(15), divorce or separation obligation (other than domestic support) 65-Dischargeability - other <input checked="" type="checkbox"/> FRBP 700(7) - Injunctive Relief 71-Injunctive relief - reinstatement of stay 72-Injunctive relief - other <input checked="" type="checkbox"/> FRBP 700(8) Subordination of Claim or Interest 81-Subordination of Claim or interest <input checked="" type="checkbox"/> FRBP 700(9) - Declaratory Judgment 91-Declaratory judgment <input checked="" type="checkbox"/> FRBP 700(10) - Determination of Removed Action 01-Determination of removed claim or cause <input checked="" type="checkbox"/> Other SS-SIPA Case - 15 U.S.C. ' 78aaa <i>et seq.</i> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input checked="" type="checkbox"/> Check if this case involves a substantive issue of state law	<input checked="" 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 \$37,736.71	
Other Relief Sought		

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Bakers Footwear Group, Inc.		BANKRUPTCY CASE NO. 12-49658-705
DISTRICT IN WHICH CASE IS PENDING Eastern Missouri	DIVISIONAL OFFICE Eastern	NAME OF JUDGE Charles E. Rendlen, III
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) /s/ Kendra K. Bader		
DATE September 17, 2014	PRINT NAME Joseph L. Steinfeld, Jr., Kendra K. Bader	

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 debtors'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 name 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.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:	
Bakers Footwear Group, Inc.,	Case No. 12-49658-705
Debtor.	Chapter 7
Robert J. Blackwell, Chapter 7 Trustee of Bakers Footwear Group, Inc.,	
Plaintiff,	
v.	
Google Inc.,	Adv. No. Refer to Summons
Defendant.	

**COMPLAINT TO AVOID TRANSFERS
PURSUANT TO 11 U.S.C. §§ 547, 548, 549 AND 502 AND TO RECOVER
PROPERTY TRANSFERRED PURSUANT TO 11 U.S.C. § 550**

Robert J. Blackwell, Chapter 7 Trustee (the “Trustee” or the “Plaintiff”) of Bakers Footwear Group, Inc. (the “Debtor”), by and through his undersigned counsel, files this complaint (the “Complaint”) to avoid and recover transfers against Google Inc. (the “Defendant”), and in support thereof alleges upon information and belief that:

NATURE OF THE CASE

1. Plaintiff seeks to avoid and recover from Defendant, or from any other person or entity for whose benefit the transfers were made, all preferential transfers of property that occurred during the ninety (90) day period prior to the commencement of the Debtor’s bankruptcy proceedings pursuant to 11 U.S.C. §§ 547 and 550. Subject to proof, Plaintiff also seeks to avoid and recover pursuant to 11 U.S.C. § 548 any transfers that may have been fraudulent conveyances and pursuant to 11 U.S.C. § 549 any unauthorized transfers that cleared post-petition. To the extent that Defendant has filed a proof of claim or has a claim listed on the

Debtor's schedules as undisputed, liquidated, and not contingent, or has otherwise requested payment from the Debtor or the Debtor's chapter 7 estate (collectively, the "Claims"), this Complaint is not intended to be, nor should it be construed as, a waiver of Plaintiff's right to object to such Claims for any reason including, but not limited to, 11 U.S.C. § 502 (a) through (j) ("Section 502"), and such rights are expressly reserved. Notwithstanding this reservation of rights, certain relief pursuant to Section 502 may be sought by Plaintiff herein as further stated below.

JURISDICTION AND VENUE

2. This court has subject matter jurisdiction over this adversary proceeding, which arises under title 11, arises in, and relates to a case under title 11, in the United States Bankruptcy Court for the Eastern District of Missouri (Eastern District) (the "Court"), Case No. 12-49658-705, pursuant to 28 U.S.C. §§ 157 and 1334(b).

3. The statutory and legal predicates for the relief sought herein are sections 502, 547, 548, 549 and 550 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") and Rules 3007 and 7001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

4. This adversary proceeding is a "core" proceeding to be heard and determined by the Court pursuant to 28 U.S.C. § 157(b)(2) and the Court may enter final orders for matters contained herein.

5. Venue is proper in the Eastern District of Missouri pursuant to 28 U.S.C. §§ 1408 and 1409.

PROCEDURAL BACKGROUND

6. On October 3, 2012 (the “Petition Date”), the Debtor commenced a case by filing a voluntary petition for relief in this Court under chapter 11 of the Bankruptcy Code. [Bankr. Docket No. 1].

7. On January 18, 2013, the Court entered an order for relief which converted the Debtor’s bankruptcy case to a case under chapter 7 of the Bankruptcy Code, currently administered as Case No. 12-49658-705. [Bankr. Docket No. 569].

8. On January 21, 2013, the Trustee was duly appointed as the Chapter 7 Trustee for the Debtor’s estate.

THE PARTIES

9. As the Chapter 7 Trustee for the Debtor’s estate, the Trustee has the authority to investigate the financial affairs of the Debtor and litigate affirmative claims of and object to claims asserted against the Debtor pursuant to 11 U.S.C. § 704.

10. The Debtor, headquartered in St. Louis, was a national, mall-based, specialty retailer of footwear and accessories for young women. The Debtor’s merchandise included private-label and national-brand dress, casual, and sport shoes, boots, sandals, and accessories.

11. Upon information and belief, at all relevant times, Defendant specializes in internet related services and products. Upon further information and belief, Defendant’s principal place of business is located at 1600 Ampitheatre Parkway, Mountain View, CA 94043. Plaintiff is informed and believes and on that basis alleges that Defendant is a corporation residing in and subject to the laws of the State of Delaware.

FACTUAL BACKGROUND

12. Prior to the Petition Date, in the ordinary course of business, the Debtor, as a retailer of footwear and accessories, maintained business relationships with various business entities, through which the Debtor regularly purchased goods and services.

13. As a footwear and accessories retailer, the Debtor regularly purchased goods from various entities including vendors, creditors, suppliers, and distributors. The Debtor, as a footwear and accessories retailer, also regularly paid for services used to facilitate its retail operations.

14. As of the Petition Date, the Debtor maintained an integrated, centralized cash-management system (the “Cash-Management System”) with Bank of America, N.A. (“BofA”) and other institutions for the purpose of, among other things, collecting and disbursing funds, centralizing cash forecasting and reporting, and integrating bank accounts across the United States through which the Debtor managed cash receipts, disbursements, and transfers for the Debtor’s business operations. The Cash-Management System consisted of, *inter alia*, an operating account numbered xxx5044 and an accounts payable controlled disbursement account numbered xx6389 (collectively the “Bank Accounts”) maintained at BofA. [See Bankr. Docket No. 8]. The Debtor made payments by check, wire and ACH transfers to its suppliers of goods and services, including the payments at issue and as set forth in this Complaint, from the Bank Accounts.

15. During the ninety (90) days before the Petition Date, that is between July 5, 2012 and October 3, 2012 (the “Preference Period”), the Debtor continued to operate its business affairs, including the transfer of property, either by checks, cashier checks, wire transfers, ACH transfer, director deposits, or otherwise to certain entities.

16. During the course of their relationship, the Debtor and Defendant entered into numerous agreements, which are evidenced by invoices, communications and other documents (collectively, the “Agreements”). The details of each of the Agreements paid for during the Preference Period are set forth on the Statement of Account, which is attached hereto and incorporated by reference as Exhibit “A.” Such details include “Invoice Number,” “Invoice Date” and “Invoice Amount.”

17. The Debtor and Defendant conducted business with one another up to and through the Petition Date pursuant to the Agreements.

18. Defendant provided goods and/or services to the Debtor, as readily identifiable in the Agreements, including but not limited to the invoices between the parties.

19. Plaintiff has completed an analysis of all readily available information of the Debtor and is seeking to avoid all of the transfers of an interest of the Debtor’s property made by the Debtor to Defendant within the Preference Period and subsequent to the Petition Date without Bankruptcy Code or Court authority therefor.

20. Plaintiff has determined that the Debtor made transfer(s) of an interest of the Debtor’s property to or for the benefit of Defendant during the Preference Period, and/or subsequent to the Petition Date without Bankruptcy Code or Court authority, through payments aggregating an amount not less than \$37,736.71 (the “Transfer” and/or “Transfers”). The details of each of the Transfers are set forth on the Statement of Account, which is attached hereto and incorporated by reference as Exhibit “A.” Such details include “Check Number,” “Check Amount” and “Check Clear Date.” During the course of this proceeding, Plaintiff may learn (through discovery or otherwise) of additional transfers made to Defendant during the Preference Period and/or subsequent to the Petition Date without Bankruptcy Code or Court

authority therefor. It is Plaintiff's intention to avoid and recover all transfers made by the Debtor of an interest of the Debtor in property and to or for the benefit of Defendant or any other transferee. Plaintiff reserves its right to amend this original Complaint to include: (i) further information regarding the Transfers, (ii) additional transfers, (iii) modifications of and/or revision to Defendant's name, (iv) additional defendants, and/or (v) additional causes of action (*e.g.*, but not exclusively, 11 U.S.C. §§ 542, 544 and/or 545 (collectively, the "Amendments"), that may become known to Plaintiff at any time during this adversary proceeding, through formal discovery or otherwise, and for the Amendments to relate back to this original Complaint.

21. Plaintiff acknowledges that some of the Transfers might be subject to defenses under Bankruptcy Code section 547(c), for which Defendant bears the burden of proof under Section 547(g).

CLAIMS FOR RELIEF

COUNT I

(Avoidance of Preference Period Transfers – 11 U.S.C. § 547)

22. Plaintiff incorporates all preceding paragraphs as if fully re-alleged herein.
23. Each Transfer was made to Defendant by the Debtor.
24. Each Transfer was paid from the Bank Accounts associated with the Debtor as described *supra*.
25. Each Transfer constituted a transfer of an interest in property of the Debtor.
26. During the Preference Period, Defendant was a creditor at the time of each Transfer by virtue of supplying goods and/or services identified in the Agreements to the Debtor

for which the Debtor was obligated to pay following delivery in accordance with the Agreements. See Exhibit “A.”

27. Each Transfer was to or for the benefit of a creditor within the meaning of 11 U.S.C. § 547(b)(1) because each Transfer either reduced or fully satisfied a debt or debts then owed by the Debtor to Defendant. See Exhibit “A.”

28. Each Transfer was made for, or on account of, an antecedent debt or debts owed by the Debtor to Defendant before such Transfers were made, as asserted by Defendant and memorialized in the Agreements, each of which constituted a “debt” or “claim” (as those terms are defined in the Bankruptcy Code) of Defendant prior to being paid by the Debtor. See Exhibit “A.”

29. Each Transfer was made while the Debtor was insolvent. Plaintiff is entitled to the presumption of insolvency for each Transfer made during the Preference Period pursuant to 11 U.S.C. § 547(f).

30. Each Transfer was made during the Preference Period. See Exhibit “A.”

31. As a result of each Transfer, Defendant received more than Defendant would have received if: (i) the Debtor’s case was under chapter 7 of the Bankruptcy Code; (ii) the Transfers had not been made; and (iii) Defendant received payments of its debts under the provisions of the Bankruptcy Code. As evidenced by the Debtor’s schedules filed in the underlying Bankruptcy Case, as well as the proofs of claim that have been received to date, the Debtor’s liabilities exceed its assets to the point that unsecured creditors will not receive a full payout of their claims from the Debtor’s bankruptcy estate.

32. In accordance with the foregoing, each Transfer is avoidable pursuant to 11 U.S.C. § 547(b).

COUNT II

(Avoidance of Fraudulent Conveyances – 11 U.S.C. § 548(a)(1)(B))

33. Plaintiff incorporates all preceding paragraphs as if fully re-alleged herein.

34. Subject to proof, Plaintiff pleads in the alternative that to the extent one or more of the Transfers as identified on Exhibit “A” were not on account of an antecedent debt or were a prepayment for goods and/or services subsequently received, the Debtor did not receive reasonably equivalent value in exchange for such transfer(s) (the “Potentially Fraudulent Transfers”); and

A. The Debtor was insolvent on the date that the Transfer(s) were made or became insolvent as a result of the Transfer(s); or

B. The Debtor was engaged in business or a transaction, or was about to engage in business or a transaction, for which any property remaining with the Debtor who made or for whose benefit the Transfer(s) were made was an unreasonably small capital; or

C. The Debtor intended to incur, or believed that the Debtor would incur, debts that would be beyond the Debtor’s ability to pay as such debts matured.

35. In accordance with the foregoing, the Potentially Fraudulent Transfers are avoidable pursuant to 11 U.S.C. § 548(a)(1)(B).

COUNT III

(Avoidance of Unauthorized Post-Petition Transfers – 11 U.S.C. § 549)

36. Plaintiff incorporates all preceding paragraphs as if fully re-alleged herein.

37. Subject to proof, Plaintiff pleads that to the extent any of the Transfer(s) made by the Debtor to Defendant as identified in Exhibit A attached hereto and incorporated herein by reference were transfer(s) of an interest of the Debtor's property that cleared the Debtor's Bank Account(s) after the Petition Date (the "Post-Petition Transfers"), the Post-Petition Transfer(s) were never authorized by the Court or under the Bankruptcy Code and, thus in accordance with the foregoing, the Post-Petition Transfers are avoidable pursuant to 11 U.S.C. § 549.

COUNT IV

(Recovery of Avoided Transfers – 11 U.S.C. § 550)

38. Plaintiff incorporates all preceding paragraphs as if fully re-alleged herein.

39. Plaintiff is entitled to avoid the Transfer(s) pursuant to 11 U.S.C. § 547(b), any Potentially Fraudulent Transfers pursuant to 11 U.S.C. § 548, and any Post-Petition Transfers pursuant 11 U.S.C. § 549. The Transfers, any Potentially Fraudulent Transfers, and any Post-Petition Transfers are collectively referred to herein as "All Avoided Transfers."

40. Defendant was the initial transferee of All Avoided Transfers or the immediate or mediate transferee of such initial transferee or the person for whose benefit All Avoided Transfers were made.

41. Pursuant to 11 U.S.C. § 550(a), Plaintiff is entitled to recover from Defendant All Avoided Transfers, plus interest thereon to the date of payment and the costs of this action.

COUNT V

(Disallowance of all Claims – 11 U.S.C. § 502(d) and (j))

42. Plaintiff incorporates all preceding paragraphs as if fully re-alleged herein.

43. Defendant is an entity from which property is recoverable under 11 U.S.C. § 550.

44. Defendant is a transferee of All Avoided Transfers avoidable under 11 U.S.C. §§ 547, 548 and/or 549.

45. Defendant has not paid the amount of All Avoided Transfers, or turned over such property, for which Defendant is liable under 11 U.S.C. § 550.

46. Pursuant to 11 U.S.C. § 502(d), any and all Claims of Defendant and/or its assignee, against the Debtor's chapter 7 estate or Plaintiff must be disallowed until such time as Defendant pays to Plaintiff an amount equal to the aggregate amount of All Avoided Transfers, plus interest thereon and costs.

47. Pursuant to 11 U.S.C. § 502(j), any and all Claims of Defendant, and/or its assignee, against the Debtor's chapter 7 estate or Plaintiff previously allowed by the Debtor or Plaintiff, must be reconsidered and disallowed until such time as Defendant pays to Plaintiff an amount equal to the aggregate amount of All Avoided Transfers.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that this Court grant it the following relief against Defendant:

As to Counts I through V, that the Court enter a judgment against Defendant:

- A. That All Avoided Transfers avoidable under 11 U.S.C. §§ 547, 548 and/or 549 in the total aggregate amount of not less than \$37,736.71 be avoided;
- B. That All Avoided Transfers, to the extent that they are avoided pursuant to 11 U.S.C. § 547, 548 and/or 549, be recovered by Plaintiff pursuant to 11 U.S.C. § 550;
- C. Disallowing, in accordance with 11 U.S.C. § 502(d), any Claims held by Defendant and/or its assignee until Defendant satisfies the judgment;

- D. Disallowing, in accordance with 11 U.S.C. § 502(j), any Claims held by Defendant and/or its assignee until Defendant satisfies the judgment;
- E. Awarding pre-judgment interest at the maximum legal rate running from the date of the Complaint to the date of judgment herein;
- F. Awarding post judgment interest at the maximum legal rate running from the date of judgment herein until the date the judgment is paid in full, plus costs;
- G. Requiring Defendant to pay forthwith the judgment amount awarded in favor of Plaintiff; and
- H. Granting Plaintiff such other and further relief as the Court deems just and proper.

Dated: September 17, 2014

Primary Counsel

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Defendant: **Google Inc.**
 Bankruptcy Case: **Bakers Footwear Group, Inc.**
 Preference Period: **Jul 5, 2012 - Oct 3, 2012**

Transfers During Preference Period

Debtor Transferor(s)	Debtor(s) Incurring Antecedent Debt	Check Number	Check Amt	Clear Date	Invoice Number	Invoice Date	Invoice Amt
Bakers Footwear Group, Inc.	Bakers Footwear Group, Inc.	204738	\$10,275.50	9/18/2012	1305439088	7/31/2012	\$10,275.50
Bakers Footwear Group, Inc.	Bakers Footwear Group, Inc.	204325	\$13,090.35	9/7/2012	1262330736	6/30/2012	\$13,090.35
Bakers Footwear Group, Inc.	Bakers Footwear Group, Inc.	202620	\$14,370.86	8/14/2012	1182542704	5/31/2012	\$14,370.86
Totals:	3 transfer(s),		\$37,736.71				