

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

In re:	*	
	*	
GORDON PROPERTIES, LLC,	*	Case No. 09-18086
	*	Chapter 11
Debtor.	*	
GORDON PROPERTIES, LLC,	*	
	*	
Plaintiff,	*	
v.	*	Adv. Pro. No. 09-___-
	*	
FIRST OWNERS' ASSOCIATION OF	*	
FORTY SIX HUNDRED	*	
CONDOMINIUM, INC.,	*	
	*	
Defendant.		

**DEBTOR'S COMPLAINT FOR
INJUNCTIVE RELIEF TO ENFORCE AUTOMATIC STAY**

The debtor, Gordon Properties, LLC ("Debtor"), by counsel, respectfully requests that the Court enter a preliminary and permanent injunction enforcing the automatic stay of 11 U.S.C. §362, and in support of this Complaint states as follows:

1. The Debtor commenced this chapter 11 case with the filing of a voluntary petition on October 2, 2009. The Debtor is in possession of its assets and operating its business as a debtor-in-possession.

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2. The Debtor's bankruptcy estate (the "Estate") consists of, *inter alia*,¹ its 100% fee ownership interest in forty-one (41) condominium units (the "Units") at the Forty Six Hundred Condominium ("The 4600 Condominium") located at 4600 Duke Street, Alexandria, Virginia. The 41 Units consist of six (6) residential condominium units, thirty-four (34) commercial condominium units, and one (1) separate pad-site commercial condominium unit occupied by Mango Mike's Restaurant (the "Restaurant Unit").

3. The defendant, First Owners' Association of Forty Six Hundred Condominium, Inc. ("FOA"), is a Virginia non-stock corporation incorporated on May 17, 1977, to serve as the owners' association required by the declaration and bylaws of The 4600 Condominium.

4. This Court has jurisdiction pursuant to 28 U.S.C. §§157 and 1334. Venue is proper in this Court pursuant to 28 U.S.C. §1409. This is a core proceeding pursuant to 11 U.S.C. §157(b)(2).

5. The Schedule D of the Debtor's Schedule of Assets and Liabilities (the "Schedules") identifies FOA as a secured claimant with respect to a condominium lien for unpaid assessments in the approximate amount of \$300,000. FOA's claim is scheduled by the Debtor as disputed (the "Disputed Assessments").² The Disputed Assessments relate to the Restaurant Unit.

¹ The Estate also includes fourteen (14) garage spaces and six (6) storage units at The 4600 Condominium, each of which is a "single-user" limited common element assigned to a Unit owned by the Debtor, the Debtor's 100% ownership interest in Condominium Services, Inc., a community association and rental property management company, the Debtor's 100% ownership interest in Gordon Residential Holdings, LLC, which owns 1 residential unit at The 4600 Condominium, and various cash deposits and rent receivables.

² The Debtor alleges that FOA did not have the authority to make the assessments that are the subject of the Disputed Assessments, and the Debtor has not paid those Disputed Assessments. The Debtor has fully and

6. Notwithstanding the existence of a *bona fide* dispute with respect to the Disputed Assessments, FOA has denied substantive rights to the Debtor based upon its assertion that the Debtor is delinquent in payment of its assessments.³ In particular, FOA has denied the Debtor the right to vote at FOA meetings the interests of each of the Debtor's Units and proxies granted to the Debtor by other unit owners upon the assertion that the Debtor is delinquent in payment of the Disputed Assessments.

7. The annual owners' meeting of FOA is scheduled for October 7, 2009. Upon information and belief, FOA intends to deny the Debtor the right to vote, both as an owner and as a proxy, notwithstanding the automatic stay of 11 U.S.C. §362.

8. The Debtor's ownership interests in the Units, and its right to vote, constitute a material and highly valuable component of the Debtor's Estate and its ability to reorganize. Denying the Debtor its right to vote will cause immediate and irreparable harm to the Estate and the Debtor's reorganization prospects.

WHEREFORE, the Debtor, Gordon Properties, LLC, by counsel, respectfully requests that the Court enter a preliminary and permanent injunction enjoining FOA for as long as the automatic stay of 11 U.S.C. §362 is in effect from denying the Debtor the right to vote the interest of each of its Units and all proxies on the basis that it has not paid assessments or any other monies that might be due.

Respectfully submitted,
GORDON PROPERTIES, INC.
By counsel

timely paid all other assessments relating to its Units. However, the Debtor is entitled to the relief sought in this Complaint regardless of whether the Disputed Assessments are valid or invalid.

³ Again, the Debtor has fully and timely paid all assessments other than the Disputed Assessments.

By: 
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