

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS**

In Re:) **Chapter 7**
)
BRENDA I. WOOD,) **Case No. 12-22262-JMK**
)
Debtor,)

DANIEL P. BECKER,)
)
Plaintiff,)
)
v.) **Adv. Proc. No. _____**
)
BRENDA I. WOOD,)
)
Defendant.)

**COMPLAINT TO DETERMINE NONDISCHARGEABILITY
OF SPECIFIC DEBT UNDER 11 U.S.C. § 523(a)(2) AND
OBJECTING TO DISCHARGE OF DEBT UNDER 11 U.S.C. § 727**

Plaintiff Daniel P. Becker (“Becker”) for his Complaint pursuant to 11 U.S.C. § 523(a)(2) to determine the nondischargeability of specific debt owed by Defendant Brenda I. Wood (“Wood” or “Debtor”) and objecting to the discharge of debt under 11 U.S.C. § 727, alleges and states as follows:

1. On August 20, 2012, Wood filed for protection under Chapter 7 of the United States Bankruptcy Code (the “Chapter 7 Case”).
2. This adversary proceeding arises in and is related to the Chapter 7 Case. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 157(a) and (b)(1), 28 U.S.C. § 1334(b), and 11 U.S.C. §§ 523 and 727.
3. Venue is proper in this Court pursuant to 28 U.S.C. § 1409(a).
4. This action is a core proceeding as defined by 28 U.S.C. § 157(b)(2)(I) and (J).

5. In Schedule D to Debtor's Voluntary Petition, Debtor listed Becker as a secured creditor with a claim in the amount of \$5,760,000.00 (the "Becker Debt"). Debtor did not list the Becker Debt as either contingent, unliquidated or disputed. On December 31, 2012, Becker filed Claim No. 4 against Debtor's estate in the amount of \$6,117,448.74, which corrects the amount owed by Debtor on the Becker Debt at the time she filed the Chapter 7 Case.

6. As described more fully below, the Becker Debt arose from a series of loans made by Becker to Debtor and co-borrower Professional Cleaning & Innovative Building Services, Inc. ("PCI") between March of 2010 and March of 2012, culminating in a Loan Settlement Agreement and an Amended and Restated Promissory Note in the principal amount of \$5,760,000, both dated as of March 29, 2012.

GENERAL ALLEGATIONS

7. Becker met Wood in March, 2010, through a mutual acquaintance.

8. At all relevant times, Wood was a shareholder, director, and president of PCI, as well as the president of B I Wood Corporation ("B I Wood").

9. PCI was in the business of cleaning commercial office buildings and public schools.

10. In 2010, PCI appeared to be a successful company with several contracts to provide services to Kansas City area commercial buildings and school districts.

11. B I Wood was a shell company.

The Notes and Security Agreements

12. Wood executed the following Promissory Notes for loans Becker made or extended to Wood and PCI:

Principal	Date of Note
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(a)	\$400,000	March 9, 2010	
(b)	\$450,000	April 7, 2010	(renewed the March 9, 2010 Note)
(c)	\$400,000	April 7, 2010	
(d)	\$150,000	June 18, 2010	
(e)	\$1,550,000	June 28, 2010	(consolidated and extended the maturity dates of prior notes and provided an additional \$550,000)
(f)	\$4,530,000	February 13, 2011	
(g)	\$5,230,000	May 3, 2011	(replaced the June 28, 2010 Note and the February 13, 2011 Note)
(h)	\$115,000	Dec. 16, 2011	
(i)	\$115,000	March 16, 2012	
(j)	\$115,000	March 21, 2012	
(k)	\$130,000	March 29, 2012	

13. To secure the payment of each Note, Wood, PCI, and B I Wood executed a separate Security Agreement in favor of Becker, which granted a security interest in substantially all of the personal property assets of Wood, PCI, and B I Wood in favor of Becker.

14. On or about April 7, 2010, Wood executed a Guaranty in favor of Becker whereby she guaranteed she would pay all amounts due and payable under the April 7, 2010, Note and all renewals and extensions.

15. Pursuant to the June 28, 2010 Note, Wood and PCI agreed Becker would be repaid from a \$3 million escrow account related to a real estate transaction, as described more fully herein.

16. On or about March 29, 2012, Becker, Wood, and PCI entered into a Loan Settlement Agreement (the “Loan Settlement Agreement”), in which the parties agreed the outstanding balance due and owing under the Notes was \$5,760,000.00.

17. As part of the Loan Settlement Agreement, Wood and PCI executed an Amended and Restated Promissory Note in favor of Becker in the principal amount of \$5,760,000.00 (the “March 29, 2012 Restated Note”).

18. Also as part of the Loan Settlement Agreement, Wood and PCI executed an Amended and Restated Security Agreement on March 29, 2012, which granted a security interest in substantially all of the personal property assets of Wood and PCI in favor of Becker.

19. Wood also executed a Stock Pledge Agreement, whereby she pledged and granted a security interest in her 900 shares of common stock of PCI to Becker as additional collateral.

20. Less than a month after executing the Loan Settlement Agreement and related loan documents, Becker learned that certain representations and warranties made by Wood and PCI in the March 29, 2012 Restated Note were untrue or materially misleading. Further, Wood and PCI failed to perform or observe certain affirmative covenants required by the March 29, 2012 Restated Note. Specifically:

- (a) PCI failed to pay all liabilities for its payroll taxes in violation of Sections 6(e), 6(f), and 7(b);
- (b) PCI was not compliant with the Employee Retirement Income Security Act of 1974 (“ERISA”) in violation of Sections 6(f), 6(j), 7(f), and 7(m);
- (c) PCI failed to maintain adequate electronic and written books and records of its finances, properties and operations in violation of Sections 7(c) and 7(h);

- (d) PCI failed to provide Becker or his counsel with its reviewed quarterly financial statements for the quarter ended March 31, 2012, by the due date of April 16, 2012, in violation of Section 7(a)(ii); and
- (e) After execution of the March 29, 2012 Restated Note, creditors previously unknown to Becker made informal claims on debts owed by Wood and PCI, which led Becker to believe that the ability of Wood and PCI to make payments under the terms of the March 29, 2012 Restated Note was impaired (violations (a) through (e) are collectively the “Defaults”).

21. On April 25, 2012, Becker sent Wood and PCI a notice of default under the March 29, 2012 Restated Note based on the Defaults. Wood and PCI failed to cure the Defaults.

22. Neither Wood nor PCI have made any payments on the March 29, 2012 Restated Note.

Debtor’s Misrepresentations Regarding Net Worth and Assets

- 23. In addition to PCI and B I Wood, Wood was a member, manager, or president of:
 - (a) Commercial Proprietors of America, LLC (“CPA”);
 - (b) 20 W. 9th, LLC;
 - (c) 920 Main Center, LLC;
 - (d) Action Real Estate Services, LLC;
 - (e) G&W Investments, LLC;
 - (f) Riverview Crossing, LLC;
 - (g) Commercial Development and Management, LLC (“CDM”);
 - (h) Freedom Property Management, LLC;
 - (i) PCI II, LLC;

(j) PCI Building Services, Inc.; and

(k) Triptych, LLC.

24. Action Real Estate Services' business is operating a ReMax Realtor franchise.
25. CDM and Freedom Properties are property managers.
26. The other companies were either real estate holding companies, entities set up for the purpose of acquiring and holding commercial real estate, or shell companies.
27. In March, 2010, Wood represented to Becker she and PCI had minimal debt.
28. Wood knew this representation was not true. Wood and her companies were indebted to Farmers Bank and Trust, N.A. in excess of \$800,000. Wood and her companies were indebted to at least a dozen other individual lenders for hundreds of thousands of dollars. PCI owed approximately \$5 million in debt.
29. Wood represented to Becker she had \$950,000 in certificates of deposits ("CDs").
30. Wood provided Becker with serial numbers, deposit cards, and copies of CDs.
31. At least two of the CDs Wood provided to Becker to establish her net worth no longer existed as of March, 2010.
32. Wood held \$425,000 in CDs in March, 2010.
33. In March, 2010, Wood represented to Becker her and PCI's assets were not encumbered.
34. Wood knew this representation was not true. Farmers Bank held a security interest in PCI's assets, including the CDs.
35. In March, 2010, Wood represented to Becker she had over \$3 million in cash in an escrow account pending the closing of a real estate transaction, which she supported with false documents and bank statements.

Debtor's Misrepresentations Regarding Bank Balances and Check-Kiting

36. In March, 2010, Wood represented to Becker that PCI was financially strong and on the verge of acquiring commercial real estate commonly known as 20 W. 9th Street, Kansas City, Missouri (the "Building Purchase").

37. Wood provided Becker with tax returns and false financial statements to support her claims regarding PCI's financial strength.

38. Wood represented to Becker that her \$3 million in cash could not be tapped for business operations because she was using the \$3 million as proof of readily available funds in order to secure a commercial loan to close the Building Purchase.

39. Wood provided Becker with a real estate contract between PCI and CPA dated October 10, 2009 (the "Real Estate Contract") for the Building Purchase.

40. Wood did not reveal to Becker that since at least March, 2010, Wood was a member of CPA, and maintained at least two bank accounts in CPA's name as its owner.

41. Wood represented to Becker that because her cash was tied up with the Building Purchase, she needed a short-term working capital loan to fund her companies' operations.

42. Wood knew this representation was not true. Wood purchased \$400,000 in CDs with the proceeds of the March 9, 2010 Note and pledged them as collateral to Farmers Bank.

43. Since at least February, 2010, Wood was heavily involved in a check-kiting scheme and was juggling funds in an attempt to keep it from collapsing.

44. In late 2009 into 2010, Wood controlled dozens of checking accounts in at least seven banks. In a classic check-kiting scheme, Wood used the various checking accounts to take advantage of the practice of most banks to allow immediate funds access, thus allowing "uncollected funds" to be used.

45. Wood opened several of the accounts in March, 2010, and continued to make regular deposits and withdrawals between the several accounts attempting to keep the scheme from being discovered. With few exceptions, subpoenaed bank records show Wood shifted hundreds of thousands of dollars between business entities and between banks over a period of months. Almost all transfers, by checks, wires, telephone transfers, and cashier's checks, are inter-company transfers initiated by Wood.

46. Wood used these artificial and forged bank account balances to lure investors, including Becker.

47. On or about April 13, 2010, Wood showed Becker and other investors a printout from Union Bank and Trust Company dated April 11, 2010, which indicated an aggregate account balance of \$3,389,837.42 spread over seven accounts.

48. Wood knew this representation was not true. On April 11, 2010, the aggregate account balance over which Wood had control in Union Bank was \$10,071.38.

49. Wood either forged the April 11, 2010 printout or manipulated her check-kiting to capture the \$3,389,837.42 balance in a moment in time long enough for her to print the screen.

50. Wood provided Becker and other investors with a real estate settlement statement from Chicago Title Insurance Company dated May 25, 2010, which indicated \$3,294,400.40 in cash to be paid directly by PCI outside the closing of the Building Purchase.

51. In June, 2010, the check-kiting scheme began to collapse. Several banks closed all Wood-related accounts because of the suspicious checking activity.

52. In June, 2010, Farmers Bank closed all Wood-related accounts and applied the CDs, including the \$400,000 in CDs Wood purchased with the proceeds of the March 9, 2010 Note, to Wood-related notes held by Farmers Bank.

Debtor's Building Purchase Ponzi Scheme

53. Wood covered her check-kiting scheme by inducing her investors to give her money under the ruse of the Building Purchase.

54. The Building Purchase was a very sophisticated and elaborate scheme to defraud dozens of innocent investors and trick several honest professionals.

55. Wood never had the financial resources to purchase a commercial building in Kansas City, Missouri.

56. The scheme involved advanced planning. Wood opened at least two dozen bank accounts and kited hundreds of checks to create artificial bank balances. Wood purchased false internet domain names through which she fraudulently communicated with potential investors. Wood created shell companies through which she transferred and obfuscated her finances.

57. Wood also associated herself with fraudulent real estate lenders and brokers who helped perpetuate her Building Purchase scheme.

58. The first fraudulent lender was Jay Stein from Connecticut. In the spring of 2010, Wood convinced dozens of investors and professionals (lawyers and a title company in Kansas City) that Stein would fund the Building Purchase.

59. To perpetuate the fraud, Wood produced documents purporting to show Stein requested Wood's bank statements with proof of balances in April, 2010. Wood's documents include Wood's written permission to allow Stein to verify her bank balances directly with her banks. The April 11, 2010, Union Bank printout which indicated an aggregate account balance of \$3,389,837.42 is included, as is a letter from Stein purporting to be satisfied with the account balances and agreeing to hold the funds in escrow at Union Bank.

60. Wood knew she did not have \$3,389,837.42 in the Union Bank accounts. Yet, from at least her initial meeting with Becker in March, 2010, she continually referenced \$3.3 million in cash held in escrow, which she further represented to be her money, either directly or from her companies.

61. When the Building Purchase failed to close the first time in early June, 2010, Stein was revealed to be a fraud, but Wood continued to misrepresent to Becker she had \$3 million in escrow.

62. Through June and July, 2010, Wood misrepresented to Becker and others she needed more cash to pursue the Building Purchase with another lender.

63. Wood also misrepresented to Becker she needed working capital for PCI business operations because the \$3 million was held up in an escrow pending a rescheduled closing.

64. Wood represented PCI was growing rapidly and acquiring new contracts, so she needed funds to support the business growth.

65. Wood represented to Becker the \$3 million dollars, which she had previously misrepresented was in a Union Bank escrow account, was now safe in an escrow at Chicago Title.

66. Chicago Title has no record of a \$3 million escrow.

67. Through the summer, 2010, Wood represented that Becker could acquire an equity interest in the Building Purchase and in PCI stock in order to induce Becker to advance more funds.

68. Unknown to Becker at the time, Wood was making the same offer and promising the same PCI stock to other investors/victims.

69. Wood used Becker's funds, in part, to repay other investors so as to keep the scheme going.

70. In June, 2010, Wood used Becker's funds, in part, to open new bank accounts because at least three of her banks had closed over 20 of her accounts for check-kiting.

71. In July, 2010, Wood associated herself with another fraudulent businessman, Joey Cormier, in Venice, Florida, doing business as Clear Title and Escrow Exchange LLC.

72. Wood also associated herself with a company in California called WestOne Mortgage, which "leases proof of funds." A proof-of-funds scheme involves providing proof-of-funds letters and other bank documents for a price, but the proof-of-funds letters and bank documents are fake and do not represent real money.

73. Wood also associated herself with a company in Florida called Prescient Capital Management, LLC, which operated out of an office located behind a bar. Prescient also provided fraudulent proof-of-funds letters.

74. Wood represented to Becker WestOne provided "Proof of funds type: Hard Escrow Deposit" for \$13 million in funds to be made available for the Building Purchase.

75. Wood knew this representation was not true.

76. Wood represented Clear Title was associated with Chicago Title.

77. Wood knew this representation was not true.

78. Wood then represented Clear Title held \$13 million in escrow for the Building Purchase.

79. Wood knew this representation was not true.

80. In August, 2010, Wood represented Clear Title held an escrow account funded by Prescient Capital in the amount of \$13 million for the Building Purchase.

81. Wood knew this representation was not true.

82. The Building Purchase did not close because Wood and her associates, Clear Title, WestOne Mortgage, and Prescient Capital never funded a loan.

83. Even after the Building Purchase scheme collapsed, Wood continued to misrepresent to Becker she had \$3 million in escrow, a \$13 million loan commitment, and the ability to purchase a different commercial property.

84. Wood had to keep the scheme going because Becker and other investors wanted their money paid back from the non-existent \$3 million escrow. Wood continued to misrepresent to Becker the escrow was still available to repay the Becker Debt, only now, she claimed it was tied up in legal proceedings.

85. Wood knew this representation was not true. While Wood did initiate a lawsuit against the seller in the Building Purchase, she could not and did not prevail because the Building Purchase was a fraud and Chicago Title never held a \$3 million escrow.

86. Wood did not attempt to and tried to deter Becker from pursuing legal action against Clear Title and WestOne.

87. In October, 2010, Wood continued to represent falsely there was \$3 million in an escrow account.

88. In October, 2010, Wood continued to represent falsely to Becker that there was \$950,000 in CDs.

89. Based on the foregoing false statements, Wood requested another operating loan from Becker for PCI.

90. In November, 2010, Wood continued to represent falsely to Becker there was \$3.2 million in escrow, \$950,000 in CDs, \$600,000 in an “earnest money account”, and \$1 million in refundable fees due from WestOne.

91. Wood provided a false financial statement to Becker showing PCI’s financial strength.

92. Wood provided documents to Becker showing PCI was acquiring new business contracts.

93. In January, 2011, Wood represented to Becker WestOne held \$4,507,921.91 comprised of \$3,494,921.91 in escrow and \$1,013,000 in refundable fees which would be returned to Wood if she closed on another commercial property. Wood also represented the CDs totaling \$950,000 were now held by WestOne and would be returned if Wood closed on another commercial property.

94. Wood knew these representations were not true. Wood knew the CDs were redeemed by Farmers Bank in June, 2010, and applied to her debt at Farmers Bank. Subpoenaed bank records from WestOne indicate Wood sent \$957,375 to WestOne. WestOne sent \$195,000 to Clear Title and depleted the rest.

95. In January, 2011, Wood falsely represented Clear Title confirmed \$3.3 million remained in escrow “[d]ue to legal reasons.”

96. In January, 2011, Wood basically recreated the Building Purchase ruse and falsely represented she had the financial resources to purchase another building commonly known as 920 Main, Kansas City, Missouri (the “Second Building Purchase”). To perpetuate the Second Building Purchase, Wood produced more Clear Title and WestOne letters to Becker indicating their commitments to fund.

97. The documents produced by Wood seemingly from Clear Title, WestOne, and others are falsified in such a manner Wood would have been alerted to the fraud if she was not herself a part of it.

98. For example, Wood showed Becker a February 9, 2011 letter from Clear Title which confirmed Wood/PCI had \$5 million in escrow pending the Second Building Purchase closing.

99. Wood used Becker's and other people's money to cover a check-kiting scheme and a ponzi scheme.

100. The Building Purchase and the Second Building Purchase were both smoke screens designed to hide the fraud.

101. Wood never had the financial resources to close on the Building Purchase or the Second Building Purchase. Wood spent Becker's and her other victim's money to maintain the illusion by paying in excess of \$2 million to purchase the complicity of disreputable brokers and fraudulent lenders. Wood also used Becker's money to partially pay back other investors to buy more time.

102. Wood stole the rest of the money for her own personal gain and to cover her check-kiting scheme.

103. At least \$5 million of Becker's and other people's money given to Wood over the course of two years remains unaccounted.

Debtor's Misrepresentations after Filing Bankruptcy

104. Even after filing bankruptcy, Wood produced a written document claiming \$3.3 million was transferred into escrow to WestOne on July 10 [no year provided]. Subpoenaed bank records show this representation is not true for July 10, 2010.

105. Despite repeated demands, Wood has failed and refused to produce any agreements or bank records supporting the existence of a \$3 million escrow account.

106. On October 25, 2012, Becker conducted a Rule 2004 Exam of Wood. Chapter 7 Trustee Eric Ralaja attended and heard Wood's testimony.

107. During the Exam, Wood denied the April 11, 2010, Union Bank printout indicating an aggregate account balance of \$3,389,837.42 was her bank or her bank account information.

108. Subpoenaed bank records indicate this testimony taken under oath is false. Wood did bank at this particular Union Bank. She maintained control over seven accounts from March to June, 2010 with the same account names and numbers as appear on the April 11, 2010 printout. Only the balances are false or forged.

109. During the Exam, Wood denied having an ownership interest in CPA. Subpoenaed bank records indicate this testimony taken under oath is false.

110. During the Exam, Wood testified she had \$950,000 in CDs at Farmers Bank which came from Wood-related companies' funds. Subpoenaed bank records indicate this testimony taken under oath is false.

111. During the Exam, Wood was shown an August 30, 2011, Union Bank printout indicating an aggregate account balance of \$2,762,191.40 held in Wood-related bank accounts. Wood denied personal knowledge about this printout. Wood testified the statement came from either Jay Stein or Joey Cormier.

112. Subpoenaed bank records indicate this testimony taken under oath is false. Some of the account numbers on the printout match the account numbers controlled by Woods between March, 2010 and June, 2010. Furthermore, two account numbers are not Union Bank account

numbers. Those account numbers are Farmers Bank account numbers held by Wood-related entities. The Farmers Bank accounts were also closed in June, 2010. The August 30, 2011, Union Bank printout is a forgery created by someone with knowledge of Wood-related bank accounts at both Union Bank and Farmers Bank. Mr. Stein was incarcerated at the time and could not have produced the document. The accounts were closed before Wood became involved with Joey Cormier, and Cormier was either indicted or about to be indicted at the time.

COUNT I

Nondischargeability of the Loan Debt under 11 U.S.C. § 523(a)(2)(A)

113. Becker restates and realleges the allegations contained in the preceding paragraphs as if fully set forth herein.

114. Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), excepts from a debtor's discharge any debt for money, property, services, or an extension, renewal, or refinancing of credit, to the extent obtained by false pretenses, a false representation, or actual fraud, other than a statement respecting the debtor's or an insider's financial condition.

115. Debtor's actions and omissions as set forth above in connection with obtaining the various loans from Becker constitute false pretenses, false representations, and/or actual fraud under Bankruptcy Code section 523(a)(2)(A).

116. Debtor had the intent to deceive Becker.

117. Becker justifiably relied on Debtor's false pretenses, false representations, and actual fraud.

118. Becker has been damaged in an amount exceeding \$5 million as a result of Debtor's false pretenses, false representations, and/or actual fraud.

WHEREFORE, Plaintiff Becker requests that this Court enter judgment in his favor and against Defendant Wood: (i) declaring the Becker Debt to be nondischargeable pursuant to 11 U.S.C. § 523(a)(2)(A); (ii) for an award of reasonable attorney's fees and costs; and (iii) for such other and further relief as this Court deems just and equitable.

COUNT II

Nondischargeability of the Loan Debt under 11 U.S.C. § 523(a)(2)(B)

119. Becker restates and realleges the allegations contained in the preceding paragraphs as if fully set forth herein.

120. Section 523(a)(2)(B) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(B), excepts from a debtor's discharge any debt for money, property, services, or an extension, renewal, or refinancing of credit, to the extent obtained by use of a statement in writing (i) that is materially false; (ii) respecting the debtor's or an insider's financial condition; (iii) on which the creditor to whom the debtor is liable for such money, property, services, or credit reasonably relied; and (iv) that the debtor caused to be made or published with intent to deceive.

121. In order to induce Becker to make the various loans, Debtor presented to Becker certain financial statements, which were materially false respecting the financial condition of Debtor or certain businesses owned by Debtor.

122. Debtor produced and presented the financial statements to Becker with the intent to deceive Becker into making the various loans.

123. Becker reasonably relied on Debtor's false representation of her financial condition and the financial condition of certain businesses owned by Debtor when making the various loans to Debtor.

124. Becker has been damaged in an amount exceeding \$5 million as a result of Debtor's conduct.

WHEREFORE, Plaintiff Becker requests that this Court enter judgment in his favor and against Defendant Wood: (i) declaring the Becker Debt to be nondischargeable pursuant to 11 U.S.C. § 523(a)(2)(B); (ii) for an award of reasonable attorney's fees and costs; and (iii) for such other and further relief as this Court deems just and equitable.

COUNT III

Denial of Discharge Pursuant to 11 U.S.C. § 727(a)(3)

125. Becker restates and realleges the allegations contained in the preceding paragraphs as if fully set forth herein.

126. Section 727(a)(3) of the Bankruptcy Code, 11 U.S.C. § 727(a)(3), denies a discharge to a debtor if she has concealed, destroyed, mutilated, falsified, or failed to keep or preserve any recorded information, including books, documents, records, and papers, from which the debtor's financial condition or business transactions might be ascertained, unless such act or failure to act was justified under all of the circumstances of the case.

127. Following the filing of the Chapter 7 Case, Becker's counsel examined Debtor with respect to her financial condition and business transactions, and Debtor was unable to produce documentation to adequately trace her personal finances and certain business transactions. She delivered false testimony under oath.

128. Debtor concealed, destroyed, mutilated, falsified, or failed to keep or preserve recorded information from which Debtor's financial condition and/or business transactions could be ascertained.

129. Debtor's failure to keep or produce adequate recorded information was not justified.

WHEREFORE, Plaintiff Becker requests that this Court enter judgment in his favor and against Defendant Wood: (i) denying Wood a discharge pursuant to 11 U.S.C. § 727(a)(3); (ii) for an award of reasonable attorney's fees and costs; and (iii) for such other and further relief as this Court deems just and equitable.

COUNT IV

Denial of Discharge Pursuant to 11 U.S.C. § 727(a)(4)

130. Becker restates and realleges the allegations contained in the preceding paragraphs as if fully set forth herein.

131. Section 727(a)(4) of the Bankruptcy Code, 11 U.S.C. § 727(a)(4), denies a discharge to a debtor if she has knowingly and fraudulently, in or in connection with case made a false oath.

132. Following the filing of the Chapter 7 Case, Becker's counsel examined Debtor, and Debtor delivered false testimony under oath.

WHEREFORE, Plaintiff Becker requests that this Court enter judgment in his favor and against Defendant Wood: (i) denying Wood a discharge pursuant to 11 U.S.C. § 727(a)(4); (ii) for an award of reasonable attorney's fees and costs; and (iii) for such other and further relief as this Court deems just and equitable.

COUNT V

Denial of Discharge Pursuant to 11 U.S.C. § 727(a)(5)

133. Becker restates and realleges the allegations contained in the preceding paragraphs as if fully set forth herein.

134. Section 727(a)(5) of the Bankruptcy Code, 11 U.S.C. § 727(a)(5), denies a discharge to a debtor if she has failed to satisfactorily explain any loss of assets or deficiency of assets to meet the debtor's liabilities.

135. Debtor has failed to satisfactorily explain how she disposed of assets previously disclosed in bank statements and/or financial statements, including approximately \$3 million that prepetition Debtor claimed was being held in escrow and would be used to pay down the Becker Debt.

WHEREFORE, Plaintiff Becker requests that this Court enter judgment in his favor and against Defendant Wood: (i) denying Wood a discharge pursuant to 11 U.S.C. § 727(a)(5); (ii) for an award of reasonable attorney's fees and costs; and (iii) for such other and further relief as this Court deems just and equitable.

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