IT IS ORDERED as set forth below:

Date: April 17, 2008

Mary Grace Diehl

Mary Grace Diehl
U.S. Bankruptcy Court Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In Re:	:	Case No. 05-91520-MGD
Kai Franklin-Graham,	:	Chapter 7
Debtor.	:	
	:	Judge Diehl
Free At Last Bail Bonds, Inc.,	:	
Plaintiff,	:	Adversary Proceeding
v.	:	
	:	No. 05-06585
Kai Franklin-Graham,	:	
Defendant.	:	

ORDER

Free At Last Bail Bonds, Inc. ("Plaintiff") filed the above-styled adversary proceeding against Kai Franklin-Graham ("Debtor") seeking nondischargeability of its debt and a denial of Debtor's discharge. The complaint included eight counts. (Docket No. 1). Counts I-IV included nondischargeability actions pursuant to 11 U.S.C. §§ 523(a)(2)(A), 523(a)(2)(B), 523(a)(6), and

523(a)(7), respectively. Counts V-VIII included objections to discharge pursuant to §§ 727(a)(2)(A) and (B), 727(a)(4)(A), 727(a)(5), and 727(a)(3). A timely answer was filed. (Docket No. 7). The discovery period was repeatedly extended. (Docket Nos. 10, 13, 16, 20, 27, 30, 35). On February 19, 2008, Plaintiff moved for summary judgment on counts II, V, and VI. (Docket No. 38). The certificate of service accompanying the motion indicates that service was proper under Rule 7005 of the Federal Rules of Bankruptcy Procedure. (Docket No. 42).

As of the date of entry of this Order, Debtor has not filed a response to Plaintiff's motion for summary judgment. Rule 7007-1(c) of the Local Rules of Practice for the United States Bankruptcy Court for the Northern District of Georgia states:

> Any party opposing a motion shall file and serve the party's response, responsive memorandum, affidavits, and any other responsive material not later than ten days after service of the motion, except that in cases of motion for summary judgment the time shall be 20 days. *Failure to file a response shall indicate no opposition to the motion*.

B.L.R. 7007-1(c) (emphasis added). With regard to a motion for summary judgment, Local Rule 7056-1(a)(2) provides that "[a]ll material facts contained in the moving party's statement which are not specifically controverted in respondent's statement shall be deemed admitted." B.L.R. 7056-1(a)(2). Consequently, before the Court is Plaintiff's unopposed summary judgment motion seeking a non-dischargeability determination under § 523(a)(2)(B) and a denial of discharge under §§ 727(a)(2)(A) and (B) and 727(a)(4)(A). Debtor's failure to respond to the summary judgment motion results in an admission of Plaintiff's statement of facts. (Docket No. 41). For the reasons set forth below, the Court grants Plaintiff's motion for summary judgment.

This is a core matter under 28 U.S.C. § 157(b)(2) and jurisdiction and venue are proper.

The material facts are undisputed. On April 27, 2004, Debtor submitted a signed bail bond application to Plaintiff requesting that Plaintiff post $300,000 bond for Treymane Graham, Debtor's ex-husband. (Plaintiff's Statement of Facts, Docket No. 41, ¶¶ 2 - 3, 6). Bond was set by the United States District Court for the Northern District of Georgia based on Mr. Graham's arrest for multiple felony drug counts. (Plaintiff's Statement of Facts, Docket No. 41, ¶¶ 2 - 3). Plaintiff requires an application to assess an indemnitor's available assets, debts, and financial ability to repay. (Plaintiff's Statement of Facts, Docket No. 41, ¶ 5). Debtor's application to Plaintiff included the following representations: Debtor owned a 2001 Porsche with no debt owing; Debtor was a Franklin & Wilson Airport Concessions employee for the last ten years; and Debtor's current annual salary was $80,000. (Plaintiff's Statement of Facts, Docket No. 41, ¶¶ 7 - 8). As part of Debtor's application, she signed a guaranty of the bail bond in the event Mr. Graham failed to comply with the terms of the application. (Plaintiff's Statement of Facts, Docket No. 41, ¶ 9).

Plaintiff posted Mr. Graham's bail bond based on Debtor's application, and Mr. Graham was released from prison. (Plaintiff's Statement of Facts, Docket No. 41, ¶ 10; Affidavit of Jennifer Greene-Dallam,[1] Docket No. 41, ¶ 6). Mr. Graham later fled the jurisdiction, resulting in Plaintiff paying the entire amount of the bail bond into the court registry. (Plaintiff's Statement of Facts, Docket No. 41, ¶ 11). Plaintiff unsuccessfully sought to collect the bail bond debt from the Debtor.[2] (Plaintiff's Statement of Facts, Docket No. 41, ¶ 12).

[1] Jennifer Green-Dallam is the Chief Executive Officer for Plaintiff. (Affidavit of Jennifer Greene-Dallam, Docket No. 41, ¶ 2).

[2] Plaintiff assisted in locating Mr. Graham and turning him over to the authorities. Plaintiff received a remittance from the U.S. District Court for the District of South Carolina in the amount of $116,615.57. (Affidavit of Jennifer Greene-Dallam, Docket No. 41, ¶ 12).

On March 7, 2005, Debtor filed a voluntary chapter 7 petition in this Court. (Plaintiff's Statement of Facts, Docket No. 41, ¶ 13). Debtor simultaneously filed her schedules and statement of financial affairs, and Debtor later amended schedule F. (Plaintiff's Statement of Facts, Docket No. 41, ¶¶ 14, 17). Debtor's schedules and statement of financial affairs included the following: Debtor owed $58,000 to Porsche Financial Services; Debtor's 2004 annual income was $42,000; Debtor received no additional income in the two years preceding her petition apart from her employment; Debtor made no payments to creditors in the 90 days preceding her bankruptcy petition that were more than $600 in aggregate; and Debtor had no credit card debt. (Plaintiff's Statement of Facts, Docket No. 41, ¶¶ 15 -18; Debtor's Statement of Financial Affairs, ¶ 2 - 3).

On June 8, 2005, Plaintiff examined Debtor pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure. (Plaintiff's Statement of Facts, Docket No. 41, ¶ 19). Debtor's testimony included the following: As of October of 2003, Debtor's annual salary was $60,000; Debtor signed the title of her Porsche to Elite Auto Finders in February of 2004; and Debtor's contributions from Mr. Graham ended in October of 2004. (Plaintiff's Statement of Facts, Docket No. 41, ¶¶ 21 - 23). Debtor also testified that her last payment from her father was in June of 2004 for $22,000 and "that her father had been holding onto" the money. (Plaintiff's Statement of Facts, Docket No. 41, ¶ 24). Debtor testified she used that money in November of 2004 to purchase money orders to pay her mortgage. (Plaintiff's Statement of Facts, Docket No. 41, ¶ 24).

On December 17, 2007, Debtor plead guilty to 31 U.S.C. § 5313(a) in the United States District Court of South Carolina. (Plaintiff's Statement of Facts, Docket No. 41, ¶ 25). In her

plea, Debtor admitted to "knowingly and fraudulently engaging in an unlawful financial structuring" when she obtained $14,000 in $1,000 postal money order increments and submitted them to her mortgage company on November 12, 2004. (Plaintiff's Statement of Facts, Docket No. 41, ¶ 25). Debtor admitted that she paid cash for each money order. (Plaintiff's Statement of Facts, Docket No. 41, ¶ 27). Debtor also admitted that the structure of this transaction caused or attempted to cause her mortgage company to fail a reporting requirement. (Plaintiff's Statement of Facts, Docket No. 41, ¶ 29).

Debtor's credit card records for Neiman Marcus, Delta SkyMiles American Express, and American Express Platinum were subpoenaed by Plaintiff and revealed that Debtor used and made payments on these cards during the 90 days preceding the bankruptcy petition. (Plaintiff's Statement of Facts, Docket No. 41, ¶¶ 30 - 32). Debtor's payments during the 90-day period preceding the bankruptcy petition to both Delta SkyMiles American Express and American Express Platinum cards exceeded $600 in aggregate. Debtor made payments during the 90-day period preceding her filing on the Delta SkyMiles American Express card, totaling $3,878.39, and on the American Express Platinum card, totaling $1,650. (Plaintiff's Statement of Facts, Docket No. 41, ¶¶ 31 - 32). Payments on these two credit cards during the 90 day period prior to Debtor's bankruptcy filing totaled $5,528.39. Debtor's use of these cards continued post-petition and included an assortment of high-end charges. (Plaintiff's Statement of Facts, Docket No. 41, ¶¶ 30 - 32). For example, Debtor purchased a Chanel handbag for $2,835 on September 28, 2005 on the Neiman Marcus card, and Debtor had extensive travel and entertainment expenses on the Delta SkyMiles and American Express Platinum cards, including a $1,000 Paradise

Entertainment in March of 2005 and Sheraton Hotel in Frankfurt, Germany for $144.42 in November of 2005. (Plaintiff's Statement of Facts, Docket No. 41, ¶¶ 30 - 32).

In accordance with Rule 56 of the Federal Rules of Civil Procedure, applicable to this Court pursuant to Rule 7056 of the Federal Rules of Bankruptcy Procedure, the Court will grant summary judgment only if "there is no genuine issue as to any material fact and . . . the moving party is entitled to judgment as a matter of law." FED. R. CIV. P. 56(c). "Material facts" are those which might affect the outcome of a proceeding under the governing substantive law. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). Further, a dispute of fact is genuine "if the evidence is such that a reasonable jury could return a verdict for the nonmoving party." *Id.* Lastly, the moving party has the burden of establishing the right of summary judgment. *Clark v. Coats & Clark, Inc.*, 929 F.2d 604, 608 (11th Cir. 1991); *Clark v. Union Mut. Life Ins. Co.*, 692 F.2d 1370, 1372 (11th Cir. 1982).

In determining whether a genuine issue of material fact exists, the Court must view the evidence in the light most favorable to the nonmoving party. *Adickes v. S. H. Kress & Co.*, 398 U.S. 144, 157 (1970); *Rosen v. Biscayne Yacht & Country Club, Inc.*, 766 F.2d 482, 484 (11th Cir. 1985). It remains the burden of the moving party to establish the absence of a genuine issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323-24 (1986).

Section 523(a)(2)(B) provides that a monetary debt that is "obtained by use of a written statement (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 or published with the intent to deceive" is nondischargeable. 11 U.S.C. § 523(a)(2)(B). The burden is on the plaintiff

to prove its case by a preponderance of the evidence. *Grogan v. Garner*, 498 U.S. 279, 287 (1991). Courts "construe strictly exceptions to discharge in order to give effect to the fresh start policy of the Bankruptcy Code." *Hope v. Walker (In re Walker)*, 48 F.3d 1161, 1164-65 (11th Cir. 1995). "[C]ourts generally construe the statutory exceptions to discharge in bankruptcy liberally in favor of the debtor and recognize that the reasons for denying a discharge must be real and substantial, not merely technical and conjectural." *Guerra v. Fernandez-Rocha (In re Fernandez-Rocha)*, 451 F.3d 813, 816 (11th Cir. 2006) (quoting *Equitable Bank v. Miller (In re Miller)*, 39 F.3d 301, 304 (11th Cir. 1994)) (citations and internal quotations omitted).

"Material falsity contains two elements: 1) a falsehood 2) that is significant in both amount and effect on the creditor receiving the financial statement." *Enterprise Nat'l Bank v. Jones (In re Jones)*, 197 B.R. 949, 955 (Bankr. M.D. Ga. 1996). The undisputed facts reveal that Debtor's bail bond application, sworn testimony at her Rule 2004 examination, and her schedules, declared under the penalty of perjury, are contradictory in regard to the Debtor's assets, debts, and income. Specifically, Debtor's April 27, 2004 bail bond application to Plaintiff included representations that Debtor owned a 2001 Porsche outright and that her annual income was $80,000. Plaintiff asserts that these statements were false based on the Debtor's sworn testimony and schedules filed under penalty of perjury in Debtor's chapter 7 bankruptcy petition and subsequent examination.

In Debtor's bankruptcy case, she presented the following: Debtor's annual salary was $60,000 per year, beginning in October of 2003; Debtor's 2004 income was 42,000; Porsche Financial Services held a $58,000 debt on Debtor's Porsche; and Debtor signed her car title to Elite Auto Finance in February of 2004. The Court presumes that Debtor's statements under

penalty of perjury were intended to be true. Therefore, on April 27, 2004, when Debtor provided her purported salary and ownership interest in the 2001 Porsche to Plaintiff, Debtor made written false statements.

However, to satisfy the first requirement of the statute, the false statements must also be material. 11 U.S.C. § 523(a)(2)(B)(I). The element of materiality is a question of law. *Insurance Co. of N. Am. v. Cohn (In re Cohn)*, 54 F.3d 1108, 1115 (3d Cir. 1995) (internal citations omitted). "A falsehood is material if it is significant in both amount and effect on the creditor receiving the financial statement." *Citizens Bank of Washington County v. Wright (In re Wright)*, 299 B.R. 648, 659 (Bankr. M.D. Ga. 2003) (internal quotations and citations omitted). "The information must have actual usefulness to the creditor and must have been an influence on the extension of credit." *Id.*

The Court finds that Debtor's bail bond application contained materially false written statements concerning Debtor's financial condition. An affidavit of Plaintiff's Chief Executive Officer states that bond was posted based on Debtor's bail bond application. Plaintiff's bail bond application is designed to assess the ability of an applicant or indemnitor to repay the bail bond in the event of noncompliance with bond conditions. In Debtor's bail bond application, she overstated her income and misrepresented the character of a valuable piece of collateral. Therefore, the Court determines that Debtor's false statements were sufficiently material because "[t]he information was substantially inaccurate, but [was] also information which affected the creditor's decision-making process. . . ." *Enterprise Nat'l Bank v. Jones (In re Jones)*, 197 B.R. 949. Debtor's false statements not only influenced Plaintiff's decision to post bond, but the Court also finds the discrepancy in Debtor's representations significant in amount.

The second requirement of § 523(a)(2)(B) requires that the false written statements concern Debtor's financial condition. Here, Plaintiff states that it assesses risk and feasibility based on the applicant's assets, debts, and financial ability to repay through the bail bond application process. Information regarding salary, current employer, employment history, vehicles, checking and savings accounts, credit card accounts are included in the bail bond application. Debtor's signed and submitted bail bond application constitutes written statements concerning Debtor's financial condition. Consequently, Plaintiff satisfies its burden of proof with regard to sub-parts (I) and (ii) of § 523(a)(2)(B) and the writing requirement of this exception to discharge.

Next, the Court must determine whether Plaintiff reasonably relied on Debtor's false statements regarding her financial condition. Reasonable reliance analysis is a fact-driven inquiry determined on a case-by-case basis based on the totality of the circumstances. *Citizens Bank of Washington County v. Wright (In re Wright)*, 299 B.R. 648; *Enterprise Nat'l Bank v. Jones (In re Jones)*, 197 B.R. 949. The Court is not charged with "second guess[ing] a creditor's decision . . . or to set a loan policy for the creditor." *Enterprise Nat'l Bank v. Jones (In re Jones)*, 197 B.R. 949 (citing *Banner Oil Co. v. Bryson (In re Bryson)*, 187 B.R. 939, 963 (Bankr. N.D. Ill. 1995)). Yet, the Court should not overlook a creditor's decision to "assume the position of an ostrich with its head in the sand and ignore facts which are readily available to it." *Id.*

The undisputed facts include a statement from Plaintiff's Chief Executive Officer stating, "Based on these representations, Free At Last posted the bail for Graham." Plaintiff's most senior officer's knowledge of the business and assessment of this decision establishes reasonable reliance.

The remaining requirement for a finding of nondischargeability under § 523(a)(2)(B) is the debtor's intent to deceive. This requirement is also a fact intensive inquiry. *Equitable Bank v. Miller (In re Miller)*, 39 F.3d 301, 305 (11th Cir. 1994). Based on the totality of the circumstances, the Court must find that a debtor made "knowingly false" statements or statements "made so recklessly" as to warrant a finding of fraud. *Agribank v. Gordon*, 2002 U.S. Dist. LEXIS 26436 (M.D. Ga. Sept. 18, 2002) *aff'g in part* 277 B.R. 796 (Bankr. M.D. Ga. 2001) (district court remanded for a factual determination on a related agency determination). Mere negligence by the debtor is insufficient to constitute an intent to deceive under § 523(a)(2)(B). *Id*.; *Enterprise Nat'l Bank v Jones (In re Jones)*, 197 B.R. 949.

The facts in evidence demonstrate that Debtor, at a minimum, recklessly made false statements in the bail bond application. The contradictions in Debtor's Rule 2004 testimony and Debtor's schedules and statement of financial affairs compared to Debtor's bail bond application reveal that Debtor knowingly or recklessly misrepresented her annual salary and ownership interest in the 2001 Porsche. The Court finds Debtor's statements irreconcilable and infers that Debtor's representations varied according to her audience. It is undisputed that Debtor's false statements in the bail bond application were made with the intent to secure the bond from Plaintiff. Debtor's Rule 2004 testimony established that at the time of the bail bond application she knew or should have known that her salary was less than $80,000 and that the 2001 Porsche was not an unencumbered asset. In the absence of contrary facts or explanations from Debtor, the Court determines that Debtor's false statements in the bail bond application were made with the intent to deceive. Therefore, the requirements of § 523(a)(2)(B) are satisfied, and Debtor's debt to Plaintiff is deemed nondischargeable.

Plaintiff's motion for summary judgment also includes objections to Debtor's discharge under §§ 727(a)(2)(A) and (B) and 727(a)(4)(A) of the Bankruptcy Code. The Court will first address § 727(a)(4)(A): "The court shall grant the debtor a discharge unless the debtor knowingly and fraudulently, in or in connection with the case made a false oath or account." 11 U.S.C. § 727(a)(4)(A). Plaintiff bears the burden of proving that the false oath or account was made knowingly or fraudulently about a material matter. FED. R. BANKR. P. 4005; *Swicegood v. Ginn*, 924 F.2d 230 (11th Cir. 1991); *In re Chalik*, 748 F.2d 616 (11th Cir.Fla. 1984); *Eastern Diversified Distribs., Inc. v. Matus (In re Matus)*, 303 B.R. 660, 671-72 (Bankr. N.D. Ga. 2004). The burden of proof for objections to discharge is the preponderance of the evidence standard. *Grogan v. Garner*, 498 U.S. 279, 287 (1991); *Keeney v. Smith (In re Keeney)*, 227 F.3d 679 (6th Cir. 2000). Detriment to the party objecting to discharge is not required by the statute. *Chalik v. Moorefield*, 748 F.2d 618.

For a false oath to be considered material, it must be demonstrated that it "bears a relationship to the bankrupt's business transactions or estate, or concerns the discovery of assets, business dealings, or the existence and disposition of his property." *Chalik v. Moorefield*, 748 B.R. at 618 (citations omitted). Deliberate omissions may also constitute false oaths or accounts under § 727(a)(4)(A). *Id.* Like misrepresentations, the omission must be made knowingly and fraudulently, and the omission must be material. *Royer v. Smith (In re Smith)*, 278 B.R. 253, 259 (Bankr. M.D. Ga. 2001) (citing *Caldwell v. Horton (In re Horton)*, 252 B.R. 245, 248 (Bankr. S.D. Ga. 2000)).

Moreover, the false oath or account must be made with the requisite intent, specifically a "knowing intent to defraud creditors." *Parnes v. Parnes (In re Parnes)*, 200 B.R. 710, 713-14

(Bankr. N.D. Ga. 1996) (citing *Swicegood v. Ginn*, 924 F.2d 230)). *See Equitable Bank v. Miller (In re Miller)*, 39 F.3d at 301, 306 (11th Cir. 1994); *In re Wines*, 997 F.2d 852, 856 (11th Cir. 1993). However, actual intent may be inferred from circumstantial evidence. *Parnes v. Parnes (In re Parnes)*, 200 B.R. 710 (citing *In re Ingersoll*), 124 B.R. 116, 123 (M.D. Fla. 1991) and *In re Ingle*, 70 B.R. 979, 983 (Bankr. E.D.N.C. 1987)). The Court may infer fraud from "a series or pattern of errors or omissions may have a cumulative effect giving rise to an inference of an intent to deceive." *Parnes v. Parnes (In re Parnes)*, 200 B.R. 710; *see also Crews v. Stevens (In re Stevens)*, 250 B.R. 750, 755 (Bankr. M.D. Fla. 2000); *Behrman Chiropractic Clinic v. Johnson*, 189 B.R. 985, 994 (Bankr. N.D. Ala. 1995).

The debtor must fully disclose all information relevant to the administration of the bankruptcy case. *In re Garman*, 643 F.2d 1252 (7th Cir. 1980); *Kentile Floors, Inc. v. Winham*, 440 F.2d 1128 (9th Cir. 1971). *See In re Robinson*, 292 B.R. 599 (Bankr. S.D. Ohio 2003); *Woolman v. Wallace (In re Wallace)*, 289 B.R. 428 (Bankr. N.D. Okla. 2003); *Fleet Securities, Inc. v. Vina (In re Vina)*, 283 B.R. 803 (Bankr. M.D. Fla. 2002); *In re Firrone*, 272 B.R. 213 (Bankr. N.D. Ill. 2000); *In re Riccardo*, 248 B.R. 717 (Bankr. S.D.N.Y. 2000). A debtor is obligated to list *all* assets and liabilities. "It is not for the debtor to decide what is and is not relevant. A debtor who omits important information and fail[s] to make full disclosure, place[s] the right to the discharge in serious jeopardy." *Jensen v. Brooks (In re Brooks)*, 278 B.R. 563, 566 (Bankr. M.D. Fla. 2002). In fact, "[c]reditors are entitled to judge for themselves what will benefit, and what will prejudice, them" and the estate. *Chalik v. Moorefield*, 748 F.2d 616.

"The veracity of the bankrupt's statements is essential to the successful administration of the Bankruptcy Act." *Chalik v. Moorefield*, 748 F.2d 616; *accord In re Robinson*, 292 B.R. 599,

607-08 (Bankr. S.D. Ohio 2003). Disclosure obligations for consumer debtors are "the very core of the bankruptcy process and meeting these obligations is part of the price debtors pay for receiving the bankruptcy discharge." *In re Colvin*, 288 B.R. 477, 481 (Bankr. E.D. Mich. 2003). Full disclosure is crucial to the integrity of the bankruptcy process, and proper operation of the bankruptcy system depends on the debtor's honesty. *In re Matus*, 303 B.R. 660, 675-76 (Bankr. N.D. Ga. 2004); *In re Hyde*, 222 B.R. 214, 219 (Bankr. S.D.N.Y. 1998); *In re Hogan*, 214 B.R. 882, 886 (Bankr. E.D. Ark. 1997).

Section 521 of the Bankruptcy Code requires the debtor to "file a list of creditors, and unless the court orders otherwise, a schedule of assets and liabilities, a schedule of current income and current expenditures, and a statement of the debtor's financial affairs." 11 U.S.C. § 521(a)(1)(A) and (B) (in relevant part). The petition, schedules, and statement of financial affairs are executed under penalty of perjury. FED. R. BANKR. P. 1008. Further, testimony from a Rule 2004 examination is under oath.

Plaintiff asserts that material omissions from Debtor's schedules and statement of financial affairs should result in a denial of discharge pursuant to § 727(a)(4)(A). The Court agrees. Plaintiff specifically emphasizes the following: Debtor's omissions of substantial family contributions to her income, and Debtor's failure to report payments to creditors in the 90 days preceding bankruptcy totaling $5,528.39.

Without any evidence to the contrary, Debtor's statements regarding her financial situation appear deceptive. Debtor's schedule I, filed simultaneously with the chapter 7 petition on March 7, 2005, includes $2,000 from family contributions as her only source of monthly

income. Debtor does not report any additional income apart from employment in the 2 years preceding the bankruptcy filing in her statement of financial affairs. Yet, Debtor's June 8, 2005 Rule 2004 testimony included that Debtor's her ex-husband's contributions ended in October of 2004. Debtor also testified that cash used in the November 12, 2004 postal money order transaction scheme originated from money that her "father had been holding onto for her since June 2004." Debtor's December 17, 2007 guilty plea to 31 U.S.C. § 5313(a) in the United States District Court of South Carolina for knowingly engaging in unlawful financial structuring establishes that, at a minimum, Debtor failed to report the accurate level of family income contributions in her statement of financial affairs. The Court finds these contradictory and incomplete explanations regarding material amounts of cash concerning on several levels. In light of the above omissions and inaccuracies, the Court determines that Debtor has a pattern of failing to comply with the requisite financial transparency mandated by the bankruptcy process and its protections.

Debtor also failed to report payments to two creditors made in the 90 days preceding Debtor's bankruptcy filing that exceeded $600 in aggregate in her statement of financial affairs. These payments totaled $5,528.39 and were made within the 90 days preceding Debtor's bankruptcy filing. Additionally, Debtor's schedules and statement of financial affairs do not seem reflective of Debtor's actual financial situation. Debtor's access to large amounts of cash prior to her filing and evidence of post-petition credit card purchases and payments do not align with Debtor's schedules and statement of financial affairs.

Based on the totality of the circumstances and the undisputed facts in evidence, the Court determines that Debtor's false oaths and omissions were made with the intent to deceive.

Accordingly, pursuant to § 727(a)(4)(A), Debtor is denied a discharge. Based on this finding the Court finds it unnecessary to address the merits of Plaintiff's objection to discharge under § 727(a)(2). Plaintiff's claims for nondischargeability and denial of discharge are sufficient and as a matter of law. It is **ORDERED** that Plaintiff's Motion for Summary Judgment is **GRANTED.**

END OF DOCUMENT

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