

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

| | | |
|--------------------------|---|--------------------------------|
| In re |) | |
| |) | Case No. 21-99998-169 |
| The Baker and |) | |
| The Baker's Wife, |) | Chapter 7 |
| |) | |
| Debtors. |) | |
| <hr/> | | |
| |) | |
| Jack Spriggins, |) | |
| a/k/a "The Boy," |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | Adv. Proc. No. 22-_____ |
| |) | |
| The Baker and |) | Doc. No. _____ |
| The Bakers Wife, |) | |
| |) | |
| Defendants. |) | |

**COMPLAINT FOR NON-DISCHARGEABILITY UNDER
11 U.S.C. §§ 523(a)(2)(A) AND 523(a)(6)**

COMES NOW Jack "The Boy" Spriggins (the "Plaintiff"), by and through the undersigned counsel, Feephi Phoefum of Giant Law Group, LLC, and for his Complaint for Non-Dischargeability Under 11 U.S.C. §§ 523(a)(2)(A) and 523(a)(6) against the Baker ("Baker") and the Baker's Wife ("Baker's Wife," together with Baker, the "Defendants"), alleges:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the parties and the subject matter of this action under 28 U.S.C. §§ 151, 157, and 1334 and Local Rule 9.01(B)(1) of the United States District Court for the Eastern District of Missouri.

2. This action constitutes a core proceeding under 28 U.S.C. § 157(b)(2)(I).

3. This action constitutes an adversary proceeding under Rule 7001(6) of the Federal Rules of Bankruptcy Procedure.

4. Venue rests properly in this District under 28 U.S.C. § 1409.

5. The Plaintiff consents to the entry of final judgment by this Court.

THE PARTIES

6. The Plaintiff lives with his mother at 777 Gingerbread Lane, Once Upon A Time, Missouri 55555.

7. The Plaintiff is a creditor to the Defendants.

8. The Defendants are husband and wife and reside at 1212 Big Shoe Bend, Once Upon A Time, Missouri 55555.

ALLEGATIONS COMMON TO ALL COUNTS

9. The Defendants filed a joint voluntary petition under Chapter 7 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532, on December 15, 2021 (the "Petition Date").

10. Princess Fiona serves as panel trustee in the Defendants' bankruptcy case.

11. The Plaintiff, who is only a boy, and his poor mother engage in the business of subsistence farming.

12. After experiencing financial difficulties, the Plaintiff made the tough decision to sell his prized asset, his cow, Milky White, to provide for himself and his poor mother.

13. On October 31, 2021, the Plaintiff travelled to the market in Once Upon A Time, Missouri to attempt to sell Milky White.

14. At the time, Milky White's fair market value was Ten Thousand Dollars (\$10,000).

15. To get to the market, the Plaintiff had to trek through Once Upon A Time Forest, where he encountered the Defendants.

16. Upon information and belief, the Defendants were in Once Upon A Time Forest in search of a cow as white as milk, among other things, in order to have a witch release a historic curse on Baker's Wife.

17. Desperate to have the curse lifted, and having glimpsed Milky White's luxurious milky white coat, the Defendants sought to make Milky White their own.

18. The Defendants stopped the Plaintiff and offered to buy Milky White for the sum of six (6) magic beans.

19. The Defendants claimed that the beans would provide everything Plaintiff and his poor mother ever wished to have if Plaintiff planted them in his garden.

20. The Plaintiff accepted the offer and, after executing a simple contract written by the Defendants, exchanged Milky White for the six (6) magic beans on the spot. A copy of that contract is attached as Exhibit A.

21. All parties went on their merry ways after completing the transaction.

22. But they did not live happily ever after.

23. Once home, the Plaintiff and his poor mother planted the beans in the garden like the Defendants instructed, but no magical beanstalk grew.

24. The Plaintiff then realized that the Defendants deceived him into trading his prized asset, Milky White, for a handful of non-magical beans.

25. To this day, no beanstalk, magical or otherwise, has grown.

COUNT I: NON-DISCHARGABILITY UNDER 11 U.S.C. § 523(a)(2)(A)

26. The Plaintiff restates and incorporates by reference the allegations in paragraphs one (1) through twenty-five (25) of this Complaint.

27. The Defendants represented to the Plaintiff that the beans exchanged for Milky White were magic beans that would provide everything the Plaintiff and his poor mother ever wished to have.

28. Upon information and belief, the Defendants knew the beans were not magical and in fact were simply dried soybeans that were grown in Moscow Mills, Missouri.

29. Upon information and belief, the Defendants represented the beans were magical to deceive the Plaintiff into trading Milky White for them.

30. The Plaintiff, as a young boy entering into a transaction with more mature, knowledgeable parties, justifiably relied upon the Defendants' representations because it is well known that magic beans grow in Once Upon A Time, Missouri.

31. The Plaintiff, even if naively, had no reason to doubt the Defendants' representations.

32. The Defendants' representations proximately caused the Plaintiff damage in inducing the Plaintiff to trade Milky White for the beans.

33. The Defendants' debt to the Plaintiff therefore should be held non-dischargeable under 11 U.S.C. § 523(a)(2)(A).

34. The sales contract between the Plaintiff and the Defendants attached as Exhibit A allows the prevailing party in any litigation relating to the contract to recover reasonable attorney's fees and costs from the other party.

WHEREFORE, Jack “The Boy” Spriggins requests this Court (A) to find the amount of the debt owed by the Baker and the Baker’s Wife to him for Milky White is Ten Thousand Dollars (\$10,000), (B) to determine that their debt to him is non-dischargeable under § 523(a)(2)(A), (C) to order them to pay his legal fees of Ten Thousand Dollars (\$10,000), and (D) to grant such other and further relief as this Court deems just and proper.

COUNT II: NON-DISCHARGABILITY UNDER 11 U.S.C. § 523(a)(6)

35. The Plaintiff restates and incorporates by reference the allegations in paragraphs one (1) through thirty-four (34) of this Complaint.

36. The Defendants breached their contract with the Plaintiff by exchanging non-magic, regular ole’ beans to the Plaintiff and thereby caused the Plaintiff economic injury.

37. The Defendants converted the Plaintiff’s property by taking possession and depriving the Plaintiff of Milky White and thereby caused the Plaintiff economic injury.

38. Upon information and belief, the Defendants willfully injured the Plaintiff through their breach of contract and conversion in that the Defendants knew the beans were not magic and would not provide everything the Plaintiff and his poor mother ever wished to have.

39. Upon information and belief, the Defendants maliciously injured the Plaintiff through their breach of contract and conversion in that the Defendants drafted a contract that took advantage of the Plaintiff’s youth to achieve a disproportionate bargain in their favor.

40. The Defendants’ debt to the Plaintiff therefore should be held non-dischargeable under 11 U.S. C. § 523(a)(6).

WHEREFORE, Jack “The Boy” Spriggins requests this Court (A) to find the amount of the debt owed by the Baker and the Baker’s Wife to him for Milky White is Ten Thousand Dollars (\$10,000), (B) to determine that their debt to him is non-dischargeable under § 523(a)(6), (C) to order them to pay his legal fees of Ten Thousand Dollars (\$10,000), and (D) to grant such other and further relief as this Court deems just and proper.

RELIEF REQUESTED

WHEREFORE, Jack “The Boy” Spriggins requests this Court (A) to find the amount of the debt owed by the Baker and the Baker’s Wife to him for Milky White is Ten Thousand Dollars (\$10,000), (B) to determine that their debt to him is non-dischargeable under §§ 523(a)(2)(A) and 523(a)(6), (C) to order them to pay his legal fees of Ten Thousand Dollars (\$10,000), and (D) to grant such other and further relief as this Court deems just and proper.

Respectfully submitted,

Giant Law Group, LLC

Date: 05/2/2022

/s/Feephi Phoefum

Feephi Phoefum, Mo. Bar #12000
111 Remote Swamp Way
Once Upon A Time, MO 55555
(555) 555-5555
f.phoefum@glg.com