



UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: Bonnie Sue Williams,
Debtor.

Case No.: 2:15-bk-11845-ER
Chapter: 7

**MEMORANDUM OF DECISION RE:
MOTION TO REOPEN**

[No hearing required pursuant to Federal Rule
of Civil Procedure 78(b) and Local
Bankruptcy Rule 9013-1(j)(3)]

Debtor Bonnie Sue Williams (the “Debtor”) moves to reopen her Chapter 7 bankruptcy case for the purpose of filing a reaffirmation agreement with Bank of America to reaffirm the debt on her home [Doc. No. 10] (the “Motion to Reopen”). The Debtor received a discharge under § 727 on May 4, 2015. *See* Discharge of Debtor [Doc. No. 7].

Section 524(c) provides that a reaffirmation agreement is “enforceable under applicable nonbankruptcy law . . . only if such agreement was made before the granting of the discharge under section 727.” The Debtor has already received a discharge, so any reaffirmation agreement that the Debtor may file would be unenforceable. *See In re Gibson*, 256 B.R. 786, 787 (Bankr. W.D. Mo. 2001) (“Once a bankruptcy court has entered an order of discharge, the § 524(c)(1) deadline for making [a reaffirmation] agreement is past, and the Court thereafter lacks jurisdiction to approve a reaffirmation agreement made after the discharge was entered”); *see also In re Bellano*, 456 B.R. 220 (Bankr. E.D. Penn. 2011) (motion to reopen to reaffirm mortgage debt denied); *In re Wade*, 2011 Bankr. LEXIS 458, 2011 WL 477812 (Bankr. M.D.N.C. 2011) (no “cause” to reopen case under § 350(b) is shown where debtor’s reaffirmation agreement was made after entry of discharge); *In re Mardy*, 2011 Bankr. LEXIS 880, 2011 WL 917545 (Bankr. E.D.N.Y. 2011) (reaffirmation agreement made post-discharge was unenforceable; no cause existed under § 350(b) to reopen case to permit filing of the

agreement). Accordingly, because the Debtor's opportunity to file a reaffirmation agreement has passed, no purpose would be served by reopening the case.

Facing a similar situation, the court in *In re Burgett* declined to reopen the debtor's case. Recognizing that a reaffirmation agreement filed after discharge would be unenforceable, the debtor sought to reopen the case in order to file a motion to rescind the previously issued discharge injunction. The *Burgett* court denied the motion, explaining that:

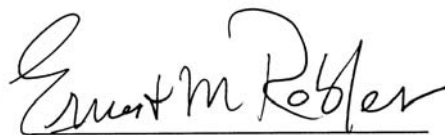
it is important that parties who receive notice of the entry of a discharge order be able to rely upon the date of such issuance as the effective date of commencement of various legal rights and remedies determined by that discharge injunction. It may be prejudicial to parties' rights, as well as confusing, for this Court to rescind a discharge where the debtors and their creditors have failed to timely execute or file reaffirmation agreements. This Court will not routinely or lightly take such action.

In re Burgett, 95 B.R. 524, 525 (Bankr. S.D. Ohio 1988).

For the foregoing reasons, the Motion to Reopen is DENIED. The Court will enter an appropriate order.

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Date: May 23, 2019

A handwritten signature in black ink, reading "Ernest M. Robles". The signature is fluid and cursive, with the first name "Ernest" and last name "Robles" clearly legible. The middle initial "M." is written in a smaller, more compact style.

Ernest M. Robles
United States Bankruptcy Judge