

FILED & ENTERED

MAR 25 2021

CLERK U.S. BANKRUPTCY COURT  
Central District of California  
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**NOT FOR PUBLICATION**

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
LOS ANGELES DIVISION**

In re:

GIORGIO CHRISTIAN VALENTON,

Debtor.

Case No. 2:20-bk-12159-RK

Chapter 7

**ORDER DENYING DEBTOR'S MOTION TO  
REOPEN CHAPTER 7 CASE FOR THE  
SPECIFIC PURPOSE OF FILING A  
REAFFIRMATION AGREEMENT**

Pending before this court is Debtor Giorgio Christian Valenton's Motion to Reopen Case for the Specific Purpose of Filing a Reaffirmation Agreement ("motion") (Docket No. 17), filed on August 25, 2020. On the following day, August 26, 2020, Debtor served a notice of the motion and opportunity to request a hearing pursuant to Local Bankruptcy Rule 9013-1(o) on his creditors, including Creditor Bank of America, N.A. On September 14, 2020, Creditor Bank of America, N.A., filed a limited opposition, which was withdrawn on September 29, 2020. Thus, there was no opposition to the motion. Debtor did not comply with Local Bankruptcy Rule 9013-1(o)(3)(A) as he did not file a declaration of nonopposition to the motion. Debtor did not serve a judge's copy of the motion and the notice of opportunity to request hearing pursuant to Local

1 Bankruptcy Rule 5005-2(d) as indicated on the proofs of service of these documents.<sup>1</sup>  
2 Thus, the judge's chambers staff was not alerted to the filing of the motion until Debtor  
3 uploaded a proposed order on the motion on March 11, 2021.

4 Having considered the motion, the court denies it based on the following  
5 reasons. Debtor has not shown cause to reopen this bankruptcy case under 11 U.S.C.  
6 § 350(b). In the motion, Debtor requests that this case be reopened to allow an  
7 extension of time to file a reaffirmation agreement pursuant to Federal Rule of  
8 Bankruptcy Procedure Rule 4008. Debtor's discharge was entered on June 15, 2020.  
9 Based on the facts presented in the motion, it is unclear when parties, Debtor and  
10 Creditor Bank of America, N.A., made a reaffirmation agreement. The motion  
11 represents the court rejected the reaffirmation agreement for lack of "wet" or  
12 holographic signatures, the court entered a discharge on June 15, 2020 and Creditor  
13 Bank of America, N.A., failed to file the reaffirmation agreement timely before the entry  
14 of discharge. Motion at 2-4.

15 Pursuant to 11 U.S.C. § 524(c)(1), an agreement between a holder of a claim  
16 and the debtor, the consideration of which, in whole or in part, is based on a debt that is  
17 dischargeable in a case under this title is enforceable only if such agreement *was made*  
18 *before the granting of the discharge* under 11 U.S.C. § 727. 11 U.S.C. § 524(c)(1)  
19 (emphasis added); *see also, In re Kamps*, 217 B.R. 836, 843 (Bankr. C.D. Cal. 1998)  
20 (citation omitted).

21 Here, the time for making a reaffirmation agreement under 11 U.S.C. § 524(c)(1)  
22 expired on June 15, 2020 when the court granted Debtor's discharge. It is possible that  
23 parties made the agreement before June 15, 2020, but the motion and the evidence do  
24 not support such facts as there is no documentary evidence in the motion showing the

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26 <sup>1</sup> Technically speaking, the motion was compliant with Rule 5005-2(d) requiring service of a judge's copy of a  
27 document filed with the court due to the temporary suspension of this rule for documents which are 25 pages in  
28 length or less, such as this one, but practically speaking, the judge and his staff was not aware of the motion because  
no judge's copy was served or a declaration of non-opposition was not filed and served. As a practical matter, the  
judge and his staff do not read every document filed in every case assigned to him as the document is filed, only  
those which are brought to his attention through service of a judge's copy or the uploading of an order on the  
Lodged Order Upload system.

1 making of a valid reaffirmation agreement before the entry of discharge. If no valid  
2 reaffirmation agreement was entered into before the entry of the discharge, the  
3 reopening of this case would be futile and there is no cause to reopen this case. *In re*  
4 *Judson*, 586 B.R. 771 (Bankr. C.D. Cal. 2018).

5 Because Debtor has not shown that he entered into a valid reaffirmation  
6 agreement before entry of discharge, there is no showing of cause to reopen the case  
7 for the purpose of allowing the filing of a reaffirmation agreement that would be valid.  
8 Accordingly, the court denies the motion without prejudice and with leave to amend  
9 within 60 days of the date of entry of this order. The motion is denied without prejudice  
10 because Debtor in an amended motion could show that he and the creditor "made" a  
11 valid reaffirmation agreement before the entry of discharge.

12 IT IS SO ORDERED.

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24 Date: March 25, 2021



Robert Kwan  
United States Bankruptcy Judge