SO ORDERED.

SIGNED this 29 day of February, 2016.

Austin E. Carter
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF GEORGIA
MACON DIVISION

In re:	)	
	)	Case No. 15-50911-AEC
Danny Sallad,	)	
	)	Chapter 7
Debtor.	)	

ORDER DENYING DEBTOR'S MOTION TO REOPEN CASE

Before the Court is the Debtor's Motion to reopen his Chapter 7 Case (Dkt. 20). The Debtor seeks to have his case reopened so that he can file two reaffirmation agreements.

The Debtor filed his bankruptcy petition on April 21, 2015. On July 28, 2015, the Debtor received his discharge (Dkt. 17), and the case was closed (Dkt. 18). On January 22, 2016, the Debtor filed the instant Motion. No objections to the Motion were filed.

This matter came on for hearing on February 24, 2016. At the hearing, counsel for the Debtor represented that, to the best of his belief, each of the two reaffirmation agreements that the Debtor seeks to file with the Court was executed after the entry of the discharge in this case. Neither reaffirmation agreement was entered into evidence.

In addressing a similar situation, Judge Coleman, of the U.S. Bankruptcy Court for the Southern District of Georgia, held:

> Bankruptcy Rule 5010 states that a case may be reopened on motion of the debtor or other party in interest pursuant to § 350(b) of the Bankruptcy

> Code. Fed. R. Bankr. P. 5010. The Court has discretion to reopen a bankruptcy case "to administer assets, to accord relief to the debtor, or for other cause." 11 U.S.C. § 350(b); *In re Strickland*, 285 B.R. 537, 539 (Bankr. S.D. Ga. 2001) (Davis, J.). The Debtor bears the burden to show cause for reopening the case. *In re D'Antignac*, 2013 WL 1084214, *5 (Bankr. S.D. Ga. Feb. 19, 2013) (Barrett, J.). A case will not be reopened "if doing so would be futile." *In re Jenkins*, 330 B.R. 625, 628 (Bankr. E.D. Tenn. 2005).
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> Reaffirmation agreements are unenforceable unless the "agreement was made before the granting of the discharge . . . ." 11 U.S.C. § 524(c)(1); *see also In re Nichols*, 2010 WL 4922538, at *1 (Bankr. N.D. Iowa Nov. 29, 2010) ("Once the discharge is entered, the deadline for making a reaffirmation agreement is past, and the Court lacks jurisdiction to approve a reaffirmation agreement made later."). "[B]ecause reaffirmation agreements are not favored, strict compliance with § 524(c) is mandated." *In re Stewart*, 355 B.R. 636, 639 (Bankr. N.D. Ohio 2006).
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> For the purposes of § 524(c)(1), "a reaffirmation agreement is 'made' no earlier than the time when the requisite writing which embodies it has been fully executed by the debtor . . . ." *In re Collins*, 243 B.R. 217, 220 (Bankr. D. Conn. 2000); *In re Wade*, 2011 WL 477812, at *1 (Bankr. M.D.N.C. Feb. 3, 2011) ("made" means signed by the parties to the agreement); *In re Salas*, 431 B.R. 394, 396 (Bankr. W.D. Tex. 2010) (same); *but see In re Mausolf*, 402 B.R. 761, 764–65 (Bankr. S.D. Fla. 2009) (holding that an agreement is "made" when the parties to the reaffirmation have a "meeting of the minds"). Where a reaffirmation agreement has not yet been executed, but the case has been discharged, reopening a Chapter 7 would serve no purpose because the reaffirmation agreement would be unenforceable. *In re Wang*, 2007 WL 7140214, *1 (Bankr. N.D. Ga. 2007) (denying motion to reopen to allow debtor to enter into a reaffirmation agreement); *see also In re Eger*, 2006 WL 6591848, *1 (Bankr. N.D. Ga. 2006) (denying motion to reopen where the court could not determine whether the reaffirmation agreement was "made" prior to the entry of debtor's discharge); *In re Suber*, 2007 WL 2325229 (Bankr. D. N.J. 2007) (same); *In re Parthemore*, 2013 WL 3049291, at *3 (Bankr. N.D. Ohio Jun. 17, 2013) ("because the reaffirmation agreement sought to be filed by Debtors does not comply with the requirements of § 524(c), the court is without authority to accord Debtors the relief requested in their Motion [reopening of the case under § 350].")[;] *In re Bellano*, 456 B.R. 220, 223 (Bankr. E.D. Pa. 2011) (denying motion to reopen to allow the execution of a post-discharge reaffirmation agreement and further explaining that the Court does not have authority under § 105(a) to disregard the unambiguous statutory authority of § 524(c)).

In re Conner, No. 09-42532, 2013 WL 5781682, at *1 (Bankr. S.D. Ga. Oct. 25, 2013).

The Court finds *In re Conner* persuasive. Here, as in that case, no evidence has been produced establishing that either reaffirmation agreement was made prior to the granting of the

Debtor's discharge. Furthermore, Debtor's counsel stated his belief that the reaffirmation agreements were executed after the granting of the Debtor's discharge. Because the reaffirmation agreements were not made prior to discharge, they are not enforceable under 11 U.S.C. § 524(c). Because the reaffirmation agreements are unenforceable, reopening the Debtor's case would be futile. For these reasons, the Court holds that the Debtor has not met his burden to show cause to reopen his case and, therefore, DENIES his Motion.

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