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IT IS SO ORDERED.

Dated: January 23, 2025



Mina Nami Khorrami
Mina Nami Khorrami
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re: :
 :
 Mark Vincent Carducci, : Case No. 24-53329
 : Chapter 7
 : Judge Nami Khorrami
 Debtor. :

ORDER DENYING MOTION TO VACATE ORDER OF DISCHARGE (DOC. #22)

Before the Court is the *Motion to Vacate Order of Discharge (ECF Doc #20)* (Doc. #22) (the “Motion”) filed by Mark Carducci (the “Debtor”) on December 11, 2024. The Debtor requests that the *Order of Discharge* (Doc. #20) (the “Discharge”) be vacated for a period of 30 days so that Kemba Credit Union (the “Creditor”) can file a reaffirmation agreement that has been fully executed between the Debtor and the Creditor (collectively the “Parties”). Mot. 2, ECF No. 22.

The Court having reviewed the Motion and the record finds that the Motion must be denied.

The Debtor filed a voluntary petition for relief under chapter 7 of the Bankruptcy Code on August 22, 2024. Vol. Pet., ECF No. 1. The Discharge was entered December 3, 2024. Order, ECF No. 20. According to the Debtor, he signed a reaffirmation agreement with the Creditor on December 3, 2024, the same day that the Discharge was entered. Mot. 2, ECF No. 22. The Debtor then forwarded the reaffirmation agreement to the Creditor on December 4, 2024. *Id.*

The Bankruptcy Code provides that a reaffirmation agreement is enforceable only if made prior to the issuance of a discharge. 11 U.S.C. § 524(c)(1). “A reaffirmation agreement is not made until it is in writing and signed by both the debtor and the creditor.” *Chandler v. Peoples Bank & Tr. Co. of Hazard*, 769 Fed. App’x. 242, 246 (6th Cir. 2019) (citation omitted). A reaffirmation agreement must strictly comply with the requirements of 11 U.S.C. § 524(c) to be enforceable. *Chandler*, 769 Fed. App’x at 246.

Furthermore, a discharge granted under Chapter 7 may be revoked only upon “request of the trustee, a creditor, or the United States Trustee” and only upon limited grounds involving fraud or other misconduct on the part of the debtor. 11 U.S.C. § 727(d); *see In re Golladay*, 391 B.R. 417, 422 (Bankr. C.D. Ill. 2008); *In re Brinkman*, 123 B.R. 611, 612 (Bankr. N.D. Ind. 1991). “There is no provision for the setting aside of a discharge upon the insistence of the debtors themselves, nor is there a provision that the debtors’ desire to reaffirm a debt is cause for revocation of a discharge.” *Matter of McQuality*, 5 B.R. 302, 303 (Bankr. S.D. Ohio 1980). “[C]ourts . . . routinely hold that it is improper to vacate the discharge to validate a reaffirmation agreement that was made after discharge.” *In re Otto*, 2010 Bankr. LEXIS 6331, *3 (Bankr. N.D. Ohio December 28, 2010) (citations omitted).

In this case, the Parties did not execute the reaffirmation agreement prior to the Discharge

being entered. Mot. 2, ECF No. 22. As such, the reaffirmation agreement was not made prior to the issuance of the Discharge as is required by 11 U.S.C. § 524(c)(1). Accordingly, the Court finds that the Motion fails to state a sufficient basis for vacating the Discharge in this case.

Therefore, it is ORDERED that the *Motion to Vacate Order of Discharge (ECF Doc #20)* (Doc. #22) is hereby DENIED.

IT IS SO ORDERED.

Copies to:

Default List