

UNITED STATES BANKRUPTCY COURT
DISTRICT OF IDAHO

In re:

FRANCISCA PEREZ,
Debtor.

Case No. 25-40820-BRW

Chapter 7

**SUMMARY ORDER DENYING MOTION TO REOPEN AND MOTION TO APPROVE
REAFFIRMATION AGREEMENTS AFTER DISCHARGE**

Before the Court is the *Motion for Approval of Reaffirmation Agreements After Discharge* (Doc. No. 37) (the “Reaffirmation Motion”) as well as the *Motion to Reopen Chapter 7 Case* (Doc. No. 38) (the “Motion to Reopen”), both of which were filed by the creditor Advantage Plus Federal Credit Union (the “Movant”).

On August 18, 2026, the Court tentatively denied the Reaffirmation Motion and the Motion to Reopen based on its analysis of the applicable case law relevant to both motions (Doc. No. 40) (the “Order”). Nevertheless, the Order allowed the Movant to set this matter for hearing and required a brief from the Movant detailing why the Court’s analysis of the applicable case law was incorrect or incomplete. The Movant took the Court’s invitation to set this for a hearing to be held on September 30, 2026. Doc. No. 42. The Movant further filed a brief on the issues. Doc. No. 43.¹ Within the brief, but without a separate motion, the Movant asks this Court to vacate the chapter 7 debtor’s (the “Debtor”) discharge in the case to make effective the reaffirmation agreements, which agreements Movant acknowledges were filed after the discharge was entered in this case.

On September 30, 2026, the Court held a hearing on the Reaffirmation Motion and the Motion to Reopen. At the hearing, counsel for the Movant appeared. There were no other appearances. Counsel for the Movant advised the Court that he had not discussed the request to vacate the Debtor’s discharge, as requested in the brief, with counsel for the Debtor. Such a request is not in the Reaffirmation Motion.

¹ The brief was late filed; however, the Court has considered it in full and accepts the Movant’s explanation for why the briefing was filed beyond the time required under the Order.

Counsel for the Movant further advised the Court at the hearing that 3 of the 4 reaffirmation agreements had been paid in full by the Debtor post-discharge; and therefore, the Movant was withdrawing the Reaffirmation Motion to the extent it seeks approval of those 3 reaffirmation agreements. Nevertheless, the Movant requested that the Court still approve post-discharge the reaffirmation agreement on a Ford Explorer found at Doc. No. 37-1. Finally, the Movant further advised the Court that there is a non-filing debtor who is liable to it on the debt evidenced by the reaffirmation agreement.

The Court has fully considered the brief filed by the Movant as well as the authorities cited and has considered the argument of counsel for the Movant at the hearing. None of the authorities or analysis provided by the Movant in the brief or at the hearing cause this Court to question its tentative ruling found in the Order. As such, the Court concludes that post-discharge reaffirmation agreements are not enforceable as discussed in the *Collier* treatise as well as case authority cited in the Order. *See* 4 COLLIER ON BANKRUPTCY ¶ 524.04[1] (noting “[t]o be enforceable, a reaffirmation agreement must be made before the granting of a discharge. Courts have generally declined debtors’ attempts to reopen their cases in order to reaffirm debts, because no reaffirmation after discharge would be valid”); *In re Cowan*, 586 B.R. 337, 344, n.6 (Bankr. D. Idaho 2018) (holding that a reaffirmation agreement was unenforceable because it was not made before the granting of a discharge); *In re Eastep*, 562 B.R. 783, 788 (Bankr. W.D. Okla. 2017) (noting that majority of courts hold that reaffirmation agreements made post-discharge are unenforceable).

As pointed out in the Order, however, there is some authority that holds such untimely reaffirmation agreements may be made valid if the bankruptcy court vacates the debtor’s discharge. *See, e.g., In re Judson*, 586 B.R. 771, 773 (Bankr. C.D. Cal. 2018) (citing some of the courts that have exercised equitable power to vacate the discharge to allow entry of an untimely reaffirmation agreement). But in *In re Zaachney*, 2012 WL 506891, at *1 (Bankr. D. Alaska Feb. 15, 2012), the bankruptcy court determined that vacating a discharge to allow the reaffirmation agreement to take effect is no longer appropriate after 2005 and the passage of the Bankruptcy Abuse Prevention and Consumer Protection Act (BAPCPA).

Despite this authority, the Movant’s brief cites various cases for the proposition that the Court can still vacate the discharge and allow these reaffirmation agreements to take effect. Doc. No. 43-1. The primary cases cited, however, are not cases involving reaffirmation agreements

but instead are cases involving the vacation of a discharge in other contexts. *See, e.g., In re Estrada*, 568 B.R. 533 (Bankr. C.D. Cal. 2017) (holding that a debtor's request to vacate the discharge to facilitate conversion of the bankruptcy case from chapter 7 to chapter 13 was appropriate).

In summary, the Court has considered the briefing by the Movant, and in the exercise of its discretion, the Court declines to follow the minority of bankruptcy courts that have vacated a debtor's discharge to cause an untimely reaffirmation agreement to become enforceable. The Court is skeptical, as was the court in *In re Zaachney*, that such an action is appropriate post-BAPCPA. Moreover, the Court has serious concerns about vacating the Debtor's discharge in this case via a request by the Movant placed within a pre-hearing brief, rather than a standalone motion to vacate the discharge, on appropriate notice.

Now, therefore, for the foregoing reasons, and the analysis stated in the Order, and for other good cause appearing, **IT IS HEREBY ORDERED** that the Reaffirmation Motion, to the extent not withdrawn on the record, as well as the Motion to Reopen are **DENIED**.



DATED: October 8, 2026

A handwritten signature in black ink, appearing to read "Brent R. Wilson", is written over a horizontal line.

Brent R. Wilson
U.S. Bankruptcy Judge