UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF GEORGIA, ATLANTA DIVISION

In the Matter of David Devonte Fairchild

In re Fairchild · No. 25-59296-LRC · Decided March 5, 2026

SUMMARY

The United States Bankruptcy Court for the Northern District of Georgia denied the debtor's amended motion to reopen his Chapter 7 case to file a reaffirmation agreement with Publix Employees Federal Credit Union. The court concluded that the agreement was not made before the debtor received a discharge and that reopening the case to permit its filing would therefore be futile. The court also denied any request for approval of the reaffirmation agreement.

CASE DETAILS

COURT	United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division
WRITING FOR THE COURT	Lisa Ritchey Craig
JURISDICTION	United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division
DECIDED	March 5, 2026
DOCKET	25-59296-LRC
DISPOSITION	other
PROCEDURAL POSTURE	The Chapter 7 debtor moved to reopen his closed bankruptcy case to file a reaffirmation agreement with Publix Employees Federal Credit Union. The bankruptcy court denied the amended motion and denied any embedded motion for approval of the reaffirmation agreement.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	David Devonte Fairchild

TOPICS

chapter 7 · bankruptcy · civil procedure

PRACTICE AREAS

Bankruptcy · Civil procedure

QUESTIONS PRESENTED

1. Whether the closed Chapter 7 case should be reopened under 11 U.S.C. § 350(b) to permit filing of a reaffirmation agreement.
2. Whether the reaffirmation agreement was made before entry of discharge as required by 11 U.S.C. § 524(c).
3. Whether any motion for approval of the reaffirmation agreement should be granted.

HOLDINGS

1. Reopening the case was unwarranted because permitting the debtor to file the reaffirmation agreement would serve no purpose and would be futile.
2. The reaffirmation agreement was not shown to have been made before entry of discharge and therefore could not be treated as an enforceable reaffirmation agreement under § 524(c).

KEY QUOTATIONS

> *"“Cause” to reopen a case does not exist if “‘reopening a bankruptcy case would serve no purpose.’”"* (at 2)

> *"Under § 524(c), a reaffirmation agreement is enforceable only if it is “made” prior to the entry of the discharge."* (at 2)

FACTUAL BACKGROUND

The debtor filed a voluntary Chapter 7 petition, received a discharge, and the case was closed. After closure, he sought to reopen the case to file a reaffirmation agreement with Publix Employees Federal Credit Union, explaining that he had not understood the need for the agreement until informed by the Chapter 7 trustee. The agreement appears to have been prepared and sent to the debtor on March 2, 2026, signed by him on March 3, 2026, and not yet executed by the creditor; the court therefore found no basis to conclude that it had been made before discharge.

PROCEDURAL HISTORY

Fairchild filed a voluntary Chapter 7 petition on August 15, 2025, received a discharge, and the case was closed on January 15, 2026. He moved to reopen the case on January 30, 2026, and filed an amended motion on March 3, 2026, clarifying that the reaffirmation agreement was not made until after discharge. The court denied the amended motion because reopening the case to file the agreement would be futile.

DISPOSITION

other

CASES CITED

- In re Wang, 2007 WL 7140214, *1 (Bankr. N.D. Ga. Jan. 26, 2007)
- In re James, 2005 Bankr. LEXIS 288 (Bankr. N.D. Ga. 2005)

- In re Kinion, 207 F.3d 751, 756 (5th Cir. 2000)
- In re Lebeau, 247 B.R. 53, 539 (Bankr. M.D. Fla. 2000)
- In re Picciano, 2008 WL 1984255 (Bankr. E.D. Va. May 5, 2008)

OPINION

PY * “Bs IT IS ORDERED as set forth below: ey Date: March 5, 2026 leas □ Og Lisa Ritchey Craig U.S. Bankruptcy Court Judge UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION IN THE MATTER OF:: CASE NUMBER DAVID DEVONTE FAIRCHILD, 25-59296-LRC: IN PROCEEDINGS UNDER: CHAPTER 7 OF THE DEBTOR. BANKRUPTCY CODE ORDER Before the Court 1s Debtor’s Amended Motion to Reopen Case for the purpose of filing a reaffirmation agreement (Doc.

41, the “Amended Motion”). On August 15, 2025, Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code. Debtor received a discharge, and the case was closed on January 15, 2026. On January 30, 2026, Debtor filed a motion, seeking to reopen the case for the purpose of filing a reaffirmation agreement between Debtor and Publix Employee Credit Union (“PEFCU”) (Doc.

35, the “Motion”). The Motion stated that “a lack of experience caused the reaffirmation agreement to not be filed in a timely manner.” The Court entered an order on February 9, 2026, (Doc. 38, the “Order”) noting that a copy of an executed reaffirmation agreement was not attached to the Motion, and the Motion did not state when Debtor made a reaffirmation agreement with PEFCU.

The Court gave Debtor an opportunity to amend the Motion to clarify when the reaffirmation agreement was made. Debtor filed the Amended Motion on March 3, 2026, which clarifies that Debtor did not understand the necessity of entering a reaffirmation agreement with PEFCU until he was informed by the Chapter 7 trustee. Debtor also filed a reaffirmation agreement (Doc.

42, the “Reaffirmation Agreement”) and a letter from PEFCU. It appears from the Amended Motion and the Reaffirmation Agreement that Debtor and PEFCU had not “made” a reaffirmation agreement until after the discharge was entered in this case.

As the Court noted in the Order, pursuant to § 350(b) of the Bankruptcy Code, the Court may reopen a closed case “to administer assets, to accord relief to the debtor, or for other cause.” See 11 U.S.C. § 350(b); see also FED. R. BANKR. P. 5010. “Cause” to reopen a case does not exist if “‘reopening a bankruptcy case would serve no purpose.’” In re Wang, 2007 WL 7140214, *1 (Bankr.

N.D. Ga. Jan. 26, 2007) (Massey, J.) (quoting In re James, 2005 Bankr. LEXIS 288 (Bankr. N.D. Ga. 2005)). Here, Debtor seeks to 2 reopen the case to file a reaffirmation agreement with PEFCU.

Under § 524(c), a reaffirmation agreement is enforceable only if it is “made” prior to the entry of the discharge. See 11 U.S.C. § 524(c); see also Wang, 2007 WL 7140214, *1 (citing In re Kinion, 207 F.3d 751, 756 (5th Cir.

2000)). The date of execution of a reaffirmation agreement is not necessarily dispositive of the date upon which the agreement is “made” for purposes of § 524(c). See In re Lebeau, 247 B.R. 53, 539 (Bankr. M.D. Fla. 2000); In re Picciano, 2008 WL 1984255 (Bankr. E.D. Va. May 5, 2008).

For example, in In re Lebeau, the court concluded that a reaffirmation agreement is “made” within the meaning of § 524(c) at the time a “meeting of the minds” exists between the parties. In re Lebeau, 247 B.R. at 539.

To determine whether a meeting of the minds existed prior to the entry of the discharge, the court considered evidence regarding the parties’ intent to enter a reaffirmation agreement. Id. The Reaffirmation Agreement that appears to have been prepared by PEFCU and sent to Debtor on March 2, 2026. It was signed by Debtor on March 3, 2026, but has not yet been executed by PEFCU.

Based on these facts, the Court cannot conclude that the agreement was “made” prior to the entry of the discharge. Accordingly, reopening the case to permit the filing of the Reaffirmation Agreement would be futile.

For this reason, IT IS ORDERED that the Amended Motion is DENIED, and to the extent the Reaffirmation Agreement contains a motion for approval of the Reaffirmation Agreement, 3 it is DENIED. END OF DOCUMENT Distribution List David Devonte Fairchild Apt 414 2100 Arbor Drive Duluth, GA 30096 Yomairo Santiago Member Resolution Specialist Publix Employees Federal Credit Union 3005 New Tampa Highway P.O.

Box 1000 Lakeland, FL 33802 Neil C. Gordon Taylor Duma LLP Suite 200 1600 Parkwood Circle SE Atlanta, GA 30339 4