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PRECEDENTIAL VALUE	nonprecedential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)

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