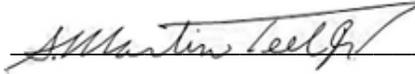


The document below is hereby signed.

Signed: June 22, 2009.




S. Martin Teel, Jr.
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLUMBIA

In re)
)
DARRALL A. GRIFFIN,) Case No. 08-00820
) (Chapter 7)
Debtor.) **For Publication in West's**
) **Bankruptcy Reporter**

MEMORANDUM DECISION AND ORDER STRIKING REAFFIRMATION AGREEMENT

The debtor's reaffirmation agreement with Toyota Motor Credit Corporation (Dkt. No. 50) raises a presumption of undue hardship and the debtor's writing in support of the agreement does not rebut the presumption to the satisfaction of the court. In that light, the court ordinarily would set a hearing to determine whether to disapprove the reaffirmation agreement. See 11 U.S.C. § 524(m)(1). But the reaffirmation agreement was filed after the entry of the debtor's discharge. The last sentence of § 524(m)(1) provides that "[n]o agreement shall be disapproved without notice and a hearing to the debtor and creditor, and such hearing shall be concluded before the entry of the debtor's discharge." Because the filing after entry of the discharge prevents the court from complying with the last

sentence of § 524(m)(1) with respect to the review of the presumption of undue hardship, the reaffirmation agreement must be stricken. It is thus

ORDERED that the reaffirmation agreement (Dkt. No. 50) is STRICKEN.

[Signed and dated above.]

Copies to: Debtor; Debtor's attorney; Chapter 7 Trustee; Office of United States Trustee;

Toyota Motor Credit Corporation
Attn: Shinika Sharp, Asset Protection Analyst
19001 S. Western Ave.
Mailstop WF21
Torrance, CA 90501