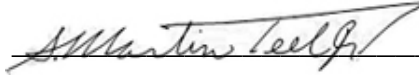


The document below is hereby signed.

Signed: November 28, 2010.




S. Martin Teel, Jr.
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLUMBIA

In re)
)
MARC PATRICK LOCKLEY,) Case No. 10-00698
) (Chapter 7)
Debtor.) Not for publication in
) West's Bankruptcy Reporter.

MEMORANDUM DECISION AND ORDER STRIKING REAFFIRMATION AGREEMENT

A reaffirmation agreement has been filed pursuant to which the debtor seeks to reaffirm a debt owed to CitiMortgage, Inc. (Dkt. No. 21). The parties neglected to attach a Form B27 coversheet to the agreement, as required. Moreover, the agreement was filed more than 60 days after the first date set for the meeting of creditors under § 341(a) of the Bankruptcy Code, and the parties did not seek an enlargement of time under Rule 4008. Finally, the reaffirmation agreement was filed after the entry of the debtor's discharge,¹ and indicates that a presumption of undue hardship is present. The written explanation for how the debtor will be able to make the payments

¹ It is unclear whether the reaffirmation agreement was executed prior to the granting of the discharge as required by 11 U.S.C. § 524(c)(1).

does not suffice, without a hearing, to rebut the presumption of undue hardship to my satisfaction. But any hearing to address the presumption of undue hardship "shall be concluded before the entry of the debtor's discharge." 11 U.S.C. § 524(m)(1).

Because the discharge has already been entered, it is impossible to conclude a hearing before entry of the debtor's discharge. It is thus

ORDERED that the reaffirmation agreement (Dkt. No. 21) is stricken, but the striking of the agreement does not preclude the debtor's making voluntary payments to CitiMortgage, Inc.

[Signed and dated above.]

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

CitiMortgage, Inc.
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