

*In re Rivas*  
**08-23117-BKC-LMI**

More than six years after filing their chapter 7 case and more than four years after receiving a discharge, the Debtors moved to reopen their bankruptcy case and filed the Motion to Rescind the Reaffirmation Agreement with JP Morgan Chase Bank, N.A. in order to strip off the second mortgage that encumbered their home.

The Court held that the Debtors could not rescind the Reaffirmation Agreement entered into more than four years ago. The Court determined that the request to rescind was untimely, as it was outside the allowable 60 day period provided by 11 U.S.C. §524(c)(4) and the one year provided by Fed. R. Bankr. Proc. 9024. The Court rejected Debtors' argument that the reaffirmation agreement was void, or, that at least, a hearing was required. The Debtors were represented by an attorney at the time the reaffirmation agreement was signed, both Debtors signed the agreement, and there was no presumption of undue hardship on the face of the agreement.