

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

In re:

BENJAMIN R. CHADWICK, JR. and
GLENDA F. CHADWICK,

Case No. DK 12-10118
Hon. Scott W. Dales

Debtors.

ORDER RE: WAIVER OF DISCHARGE OF DEBT AND
CONSENT TO ENTRY OF JUDGMENT

PRESENT: HONORABLE SCOTT W. DALES
United States Bankruptcy Judge

Chapter 13 Debtors Benjamin and Glenda Chadwick filed a document with the court on April 9, 2013 entitled “Waiver of Discharge of Debt and Consent to Entry of Judgment” (the “Waiver,” Docket No. 28). The Waiver purports to waive the discharge of Glenda Chadwick’s debt to Point O’Woods Golf & Country Club (“Point O’Woods”), citing 11 U.S.C. § 727(a)(1)(10) [sic]. The parties requested court approval of the stipulation but because the court had questions about the scope of the Waiver, it set the matter for a hearing, which took place on May 29, 2013 in Kalamazoo, Michigan. Point O’Woods appeared through counsel, but the Debtors did not appear.

The court inquired of counsel whether the parties intended to rely on Section 727 in this chapter 13 case¹ and whether the debt at issue in the Waiver fell within the parameters of 11 U.S.C. § 523(a). Mr. Redmond answered the court’s questions satisfactorily, eschewing reliance on Section 727 and confirming that the Waiver memorializes an agreement to except

¹ Because Section 727 does not apply in chapter 13 cases, 11 U.S.C. § 103(b), and because the relief under Section 727 is much broader than relief under Section 523, the court urges parties to draft agreements like the Waiver with considerable care to preclude non-signing creditors from taking some unintended advantage of loose language.

from discharge a single debt in the amount of \$11,420.44 allegedly falling within one or more of the discharge exceptions prescribed in Section 523(a). The Waiver, therefore, is not a reaffirmation agreement. *See* 11 U.S.C. § 524(c) (making reaffirmation provisions applicable to agreements involving debts that are dischargeable under Title 11).

For the reasons set forth on the record, and given the limitation that the Waiver affects only the Debtor's relationship with Point O'Woods and not other creditors, the court announced its intention to approve the Waiver.

NOW, THEREFORE, IT IS HEREBY ORDERED that the Waiver of Discharge of Debt and Consent to Entry of Judgment (Docket No. 28) is APPROVED.

IT IS FURTHER ORDERED that the Clerk shall serve a copy of this Order pursuant to Fed. R. Bankr. P. 9022 and LBR 5005-4 upon R. Todd Redmond, Esq., Gary J. Irving, Esq., Glenda F. Chadwick and Benjamin R. Chadwick.

END OF ORDER

IT IS SO ORDERED.

Dated May 31, 2013



A handwritten signature in black ink, appearing to read "S. W. Dales".

Scott W. Dales
United States Bankruptcy Judge