

WAIVER OF DISCHARGE – IS IT EVER REALLY VOLUNTARY?

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The ability of an individual debtor to discharge his or her debts has been called “the heart of the fresh start provisions of the bankruptcy law.”¹ Yet since the time Congress enacted the first permanent bankruptcy law in this country,² the bankruptcy laws have, implicitly or explicitly, allowed a debtor to waive the right to receive a discharge. In the current Bankruptcy Code, a waiver of discharge is the tenth of twelve grounds for a court to deny discharge to a chapter 7 debtor.³

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¹ S. REP. NO. 95-989, at 98 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5787, 5885; H.R. REP. NO. 95-595, at 384, *reprinted in* 1978 U.S.C.C.A.N. 5963, 6340. *See also* John M. Czaarnetzky, *The Individual and Failure: A Theory of the Bankruptcy Discharge*, 32 ARIZ. ST. L.J. 393, 394 (2000) (characterizing the individual discharge as “the Code’s central feature from the debtor’s perspective”); Charles Jordan Tabb, *The Historical Evolution of the Bankruptcy Discharge*, 65 AM. BANKR. L.J. 325 (1991) (the discharge is “a central part of our bankruptcy scheme”).

² Bankruptcy Act of 1898, July 1, 1898, ch. 541, 30 Stat. 544 (the “Bankruptcy Act”).

³ 11 U.S.C. § 727(a). Section 727(a) requires the court to grant a discharge unless:

- (1) the debtor is not an individual;
- (2) the debtor, with intent to hinder, delay, or defraud a creditor or an officer of the estate charged with custody of property under this title, has transferred, removed, destroyed, mutilated, or concealed, or has permitted to be transferred, removed, destroyed, mutilated, or concealed—
 - (A) property of the debtor, within one year before the date of the filing of the petition; or
 - (B) property of the estate, after the date of the filing of the petition;
- (3) the debtor has concealed, destroyed, mutilated, falsified, or failed to keep or preserve any recorded information, including books, Documents, records, and papers, from which the debtor’s financial condition or business transactions might be ascertained, unless such act or failure to act was justified under all of the circumstances of the case;
- (4) the debtor knowingly and fraudulently, in or in connection with the case—
 - (A) made a false oath or account;
 - (B) presented or used a false claim;
 - (C) gave, offered, received, or attempted to obtain money, property, or advantage, or a promise of money, property, or advantage, for acting or forbearing to act; or

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- (D) withheld from an officer of the estate entitled to possession under this title, any recorded information, including books, Documents, records, and papers, relating to the debtor's property or financial affairs;
 - (5) the debtor has failed to explain satisfactorily, before determination of denial of discharge under this paragraph, any loss of assets or deficiency of assets to meet the debtor's liabilities;
 - (6) the debtor has refused, in the case—
 - (A) to obey any lawful order of the court, other than an order to respond to a material question or to testify;
 - (B) on the ground of privilege against self-incrimination, to respond to a material question approved by the court or to testify, after the debtor has been granted immunity with respect to the matter concerning which such privilege was invoked; or
 - (C) on a ground other than the properly invoked privilege against self-incrimination, to respond to a material question approved by the court or to testify;
 - (7) the debtor has committed any act specified in paragraph (2), (3), (4), (5), or (6) of this subsection, on or within one year before the date of the filing of the petition, or during the case, in connection with another case, under this title or under the [Bankruptcy Act](#), concerning an insider;
 - (8) the debtor has been granted a discharge under this section, under [section 1141 of this title](#), or under section 14, 371, or 476 of the [Bankruptcy Act](#), in a case commenced within 8 years before the date of the filing of the petition;
 - (9) the debtor has been granted a discharge under section [1228](#) or [1328](#) of this title, or under section 660 or 661 of the [Bankruptcy Act](#), in a case commenced within six years before the date of the filing of the petition, unless payments under the plan in such case totaled at least—
 - (A) 100 percent of the allowed unsecured claims in such case; or
 - (B) (i) 70 percent of such claims; and
 - (ii) the plan was proposed by the debtor in good faith, and was the debtor's best effort;
 - (10) the court approves a written waiver of discharge executed by the debtor after the order for relief under this chapter;
 - (11) after filing the petition, the debtor failed to complete an instructional course concerning personal financial management described in section 111, except that this paragraph shall not apply with respect to a debtor who is a person described in [section 109\(h\)\(4\)](#) or who resides in a district for which the United States trustee (or the Bankruptcy administrator, if any) determines that the approved instructional courses are not adequate to service the additional individuals who would otherwise be required to complete such instructional courses under this section (The United States trustee (or the Bankruptcy administrator, if any) who makes a determination described in this paragraph shall review such determination not later than 1 year after the date of such determination, and not less frequently than annually thereafter.); or
 - (12) the court after notice and a hearing held not more than 10 days before the date of the entry of the order granting the discharge finds that there is reasonable cause to believe that—
 - (A) [section 522\(q\)\(1\)](#) may be applicable to the debtor; and

Why would an individual debtor ever voluntarily relinquish the right to receive a discharge of prepetition debts, which is in almost all cases the ultimate objective of filing for bankruptcy in the first place?

In this article I will look at the history of the discharge waiver. I will look at the when, how, and why individual chapter 7 debtors waive discharge, including the legal standards for court approval, and the consequences of waiver. Then I will examine actual cases in which debtors have sought to waive discharge and discuss the trends in the practice and the circumstances surrounding those waivers. I conclude with my answer to the question posed – the waiver to discharge is never “voluntary” in any real sense. Rather, it has become a means for the debtor to resolve an actual or threatened adversary proceeding to deny the debtor a discharge, a proceeding which the debtor often has no means to defend and fears (in most cases without cause) may lead to criminal prosecution for a bankruptcy crime. If courts took seriously their statutory obligation to approve waivers of discharge by considering whether such a waiver really was in the best interests of the debtor, using by analogy the requirements for reaffirmation of a debt under § 523(c), there would be far fewer debtors denied a discharge.

I. THE HISTORY OF THE DISCHARGE WAIVER IN U.S. BANKRUPTCY LAW

The Bankruptcy Act did not include an explicit provision permitting a debtor to waive discharge, because a debtor was required to file an application to obtain a discharge. Such an application could be filed “after the expiration of one month and within the next twelve months subsequent to [the debtor] being adjudged a bankrupt” (unless the debtor was “unavoidably prevented from filing it within such time,” in which event the time for filing would be extended for an additional six months).⁴ If the debtor did not wish to receive a discharge, presumably the debtor would not apply for one.

The Bankruptcy Act was revised in 1938 by the Chandler Act.⁵ Among the modifications made were revisions to Section 14a, dealing with the grant of discharges. Instead of requiring the debtor to apply for a

(B) there is pending any proceeding in which the debtor may be found guilty of a felony of the kind described in section 522(q)(1)(A) or liable for a debt of the kind described in section 522(q)(1)(B).

⁴ Bankruptcy Act, § 14a. The language of § 14a was modified slightly in 1926 as part of a larger amendment to the Bankruptcy Act to remove the words “the next” immediately preceding the words “twelve months.” Act of May 27, 1926, chap. 406, § 6, 44 Stat 663-64.

⁵ Act of June 22, 1938, c. 575, 52 Stat. 840.

discharge within a specified period, the amended language made the “adjudication of any person, except a corporation, [] operate as an application for a discharge.”⁶ It then included a proviso, stating that “the bankruptcy may, before the hearing on such application, waive by writing filed with the court his right to a discharge.”⁷ The Senate Judiciary Committee characterized this revision as intended “to make the discharge provisions of the act more effective. Certainly the object of filing a voluntary petition in bankruptcy is to obtain a discharge and the requiring of a separate application therefor is an unnecessary burden upon the bankrupt.”⁸ The House Judiciary Committee described the revision as follows:

“This provision will do two things; (1) Protect the bankruptcy against oversight in applying for his discharge; and (2) hasten the proceeding for discharge and prevent intentional delay by a fraudulent bankrupt until such time as the creditors have lost interest in the bankruptcy and are less likely to oppose a discharge. The provision for a waiver avoids the necessity of a formal hearing in cases where the bankrupt does not care for a discharge.”⁹

The provisions of Section 14a of the Chandler Act were codified at 11 U.S.C. § 32(a) and remained unchanged until the enactment of the Bankruptcy Code in 1978.¹⁰

In 1964, Congress gave the Supreme Court statutory authority to “prescribe rules, the forms of process, writs, pleadings, and motions, and the practice and procedure in cases under title 11.”¹¹ The initial set of rules and forms were approved by the Supreme Court in 1973 and became effective on Oct. 1, 1973.¹² Among the Federal Rules of Bankruptcy Procedure was Rule 405, entitled “Waiver of Discharge.” Rule 405 provided that “[a]ny bankrupt may waive his right to discharge by a writing filed with the court.” The Advisory Committee Note to the Rule stated:

“This rule is an adaptation of the first sentence of the proviso of §14a of the Act. The rules [sic] eliminates the fiction that the adjudication operates as an application for a discharge, and no distinction is made between corporations

⁶ *Id.* §14a at 52 Stat. 850.

⁷ *Id.*

⁸ S. REP. NO. 1916, 75th Cong. 3d Sess. at 14 (Apr. 20, 1938).

⁹ H.R. REP. NO. 1409, 75th Cong. 1st Sess., at 27 (July 29, 1937).

¹⁰ Pub. L. 95-598, 92 Stat. 2549 (Nov. 6, 1978) (the “Bankruptcy Code”).

¹¹ Pub. L. 88-623, § 1, 78 Stat. 1001 (Oct. 3, 1964), enacting 28 U.S.C. § 2075 (the “Rules Enabling Act”).

¹² Order, Supreme Court of the United States, Apr. 24, 1973.

and other persons in this regard. Accordingly the requirement of the Act that a waiver be filed before the hearing on the application for discharge is omitted.”¹³

Rule 404(d)(2) provided that “the court shall forthwith grant the discharge unless the bankrupt has filed a waiver under Rule 405.”¹⁴

The Bankruptcy Code modified the provisions relating to waiver of discharge by removing them from a proviso and making them the tenth (of what were originally ten) grounds for a court to deny a debtor a discharge. But unlike the language of 11 U.S.C. § 32a, which allowed a waiver of discharge “by writing filed with the court,” new 11 U.S.C. § 727(a)(10) specified that the court could not grant a waiver if “the court approves a written waiver of discharge executed by the debtor after the order for relief under this chapter.”¹⁵ There is nothing in the legislative history of the Bankruptcy Code that provides any insight on why Congress modified the waiver provision from one requiring mere submission of a writing to the court to one requiring court approval of a written waiver.

For many years after the enactment of the Code, few seemed to notice that any change had been made. In 1983, new bankruptcy rules of practice, proposed by the Advisory Committee on Bankruptcy Rules and prescribed by order of the Supreme Court, became effective. Rule 4004(c)(1) of those Rules, the successor to former Rule 404(d)(2), directs the court in a chapter 7 case, on expiration of the times fixed for objecting to discharge and for filing a motion to dismiss the case, to “forthwith grant the discharge” unless, among other grounds, “the debtor has *filed a waiver under § 727(a)(10)*.”¹⁶ Section 727(a)(10) does not refer to a “filed” waiver, as did former § 32a. Section 727(a)(1) refers to court approval of an “executed” waiver.

Similarly, Rule 4006 of those rules provided that “[i]f an order is entered denying or revoking a discharge *or if a waiver of discharge is filed*, after the order becomes final *or the waiver is filed* the clerk shall promptly give notice thereof to all creditors in the manner provide in Rule 2002.”¹⁷ The 1983 Advisory Committee Note to Rule 4006 noted that the rule “requires the clerk to notify creditors if a debtor fails to obtain a discharge *because a waiver of discharge was filed under § 727(a)(1)* or as a result of an order denying or revoking the discharge under § 727(a) or (d).”¹⁸

¹³ Advisory Committee Note to Rule 405.

¹⁴ Fed. R. Bankr. P. 404(d)(2) (superseded in 1983).

¹⁵ 11 U.S.C. § 727(a)(10).

¹⁶ Fed. R. Bankr. P. 4004(c)(1)(C) (emphasis supplied).

¹⁷ Fed. R. Bankr. P. 4006 (1983) (emphasis supplied).

¹⁸ *Id.* (emphasis supplied).

Only in 2008 was Rule 4006 amended to reflect the requirement of court approval. It now provides that “[i]f an order is entered: denying a discharge; revoking a discharge; approving a waiver of discharge; or, in the case of an individual debtor, closing the case without the entry of a discharge, the clerk shall promptly notify all parties in interest in the manner provided by Rule 2002.”¹⁹ The 2008 Advisory Committee Note comments only on the additional language reflecting the 2005 amendments to the Code requiring that individual debtors in chapter 7 or 13 cases complete a course in personal financial management as a condition to discharge. No mention was made of the changed language relating to waiver of discharge. No further changes have been made to the statutory provisions or rules governing waivers of discharge.

II. THE PROCEDURE AND CONSEQUENCES OF WAIVING DISCHARGE

A. WHEN MAY A DEBTOR FILE A WAIVER OF DISCHARGE.

An agreement between a debtor and creditor that the debtor will not file for bankruptcy violates public policy and is unenforceable.²⁰ Given the centrality of the individual debtor’s ability to obtain a fresh start in a bankruptcy case, a prepetition waiver of discharge, like a prepetition promise not to file for bankruptcy protection, is also contrary to public policy and is unenforceable.²¹ The language of § 727(a)(10) makes clear that

¹⁹ Fed. R. Bankr. P. 4006 (2021).

²⁰ See, e.g., *Saggus v. Saggus* (*In re Saggus*), 528 B.R. 452, 461 (Bankr. M.D. Ala. 2015); *In re Shields*, 524 B.R. 769, 771 (Bankr. E.D. Tenn. 2015); *In re Derosia*, No. 14-11244, 2015 WL 3819595, at *5 (Bankr. E.D. La. June 18, 2015); *In re Madison*, 184 B.R. 686, 690 (Bankr. E.D. Pa. 1995).

²¹ See, e.g., *Bank v. China v. Huang* (*In re Huang*), 275 F.3d 1173, 1177 (9th Cir. 2002) (citing *Hayhoe v. Cole* (*In re Cole*), 226 B.R. 647, 651-54 (B.A.P. 9th Cir. 1998)); *Hebl v. Windeshausen* (*In re Windeshausen*), 546 B.R. 798, 804-05 (Bankr. W.D. Wis. 2016); *Estate of McCoy v. McCoy* (*In re McCoy*), No. 15-70395, 2016 WL 4268702, at *20 (Bankr. E.D. Va. Aug. 11, 2016); *Rice, Heitman & Davis, S.C. v. Sasse* (*In re Sasse*), 438 B.R. 631, 645 (Bankr. W.D. Wis. 2010); *Giaimo v. Detrano* (*In re Detrano*), 222 B.R. 685, 688 (Bankr. E.D.N.Y. 1998); *Alsan Corp. v. DiPierro* (*In re DiPierro*), 69 B.R. 279, 282 (Bankr. W.D. Pa. 1987); *Johnson v. Kriger* (*In re Kriger*), 2 B.R. 19, 23 (Bankr. D. Ore. 1979).

Similarly, prepetition agreements to waive the dischargeability of specific debts are also unenforceable. See, e.g., *Wank v. Gordon* (*In re Wank*), 505 B.R. 878, 888 (B.A.P. 9th Cir. 2014); *Lichtenstein v. Barbanel* (*In re Lichtenstein*), 161 Fed. App’x 461, 467-68 (6th Cir. 2005); *Klingman v. Levinson*, 831 F.2d 1292, 1296 n.3 (7th Cir. 1987); *Ziegler v. Kline* (*In re Kline*), 520 B.R. 168, 172-75 (Bankr. E.D. Pa. 2014); *Hillmeyer v. Deller* (*In re Deller*), No. 08-21579, 2009 WL 8556807, at *9 (Bankr. W.D. Pa. 2009); *Double v. Cole* (*In re Cole*), 428 B.R. 747, 753 (Bankr. N.D. Ohio 2009); *Simmons Capital Advisors, Ltd. v. Bachinski* (*In re Bachinski*), 393 B.R. 522, 533-34 (Bankr. S.D. Ohio 2008); *Greensward v. Cietek* (*In re Cietek*), 390 B.R. 773, 779-80 (Bankr. N.D.N.Y. 2008); *Marra, Gerstein & Richman v. Kroen* (*In re Kroen*), 280 B.R. 347, 351-52 (Bankr. D.N.J. 2002); Cf. *Cheripka*

a waiver of discharge must be executed “after the order for relief under this chapter” to justify the court’s denial of discharge in a chapter 7 case.

Although the language of § 727(a)(10) does not include explicit language stating a time before which a waiver of discharge must be approved, the lead-in language at the beginning of § 727(a) implicitly imposes such a limitation. All clauses of § 727(a) are modified by the directive that “[t]he court shall grant the debtor a discharge, unless...” Therefore, all the clauses that may justify denial of a discharge by the court, including approval of a written waiver of discharge executed by the debtor, must be established before the court grants a discharge and not thereafter. Courts have uniformly concluded that a waiver of discharge is ineffective if the debtor seeks to obtain approval for one after discharge has been granted.²²

Nor may the debtor seek to set aside the previously entered discharge order under 11 U.S.C. § 727(d) in order to comply with the requirement that the debtor file a waiver of discharge before discharge is granted. That provision allows the court to revoke a discharge only “[o]n request of the trustee, a creditor, or the United States trustee” (and only if the debtor engaged in the acts specified in that subsection). Therefore, courts have refused to entertain motions by debtors to set aside a discharge order under § 727(d) to permit the filing of a waiver of discharge.²³ And once a waiver of discharge has been entered, courts have also declined to permit the debtor to invoke Federal Rule of Civil Procedure 60(b)²⁴ or Bankruptcy Code § 105²⁵ to set aside the waiver.²⁶

v. Republic Ins. Co. (*In re Cheripka*), 122 B.R. 33, 37 (Bankr. W.D. Pa. 1990) (finding that order signed prepetition could not qualify as a waiver of discharge under § 727(a)(10)).

²² See, e.g., *In re Santos*, 561 B.R. 825, 831-32 (Bankr. C.D. Cal. 2017); *In re Aubry*, No. 13-25295, 2015 WL 5735204, at *1 (Bankr. C.D. Cal. Sept. 29, 2015); *In re Williams*, No. 14-01038, 2014 WL 6774252, at *4 (Bankr. W.D. Mich. Nov. 26, 2014); *In re Mi Jung Hong*, No. 11-39687, 2014 WL465562, at *5 (Bankr. C.D. Cal. Feb. 5, 2014); *In re Newton*, 490 B.R. 126, 128-29 (Bankr. D.D.C. 2013); *Grabowski v. Americredit* (*In re Grabowski*), 462 B.R. 534, 538 (Bankr. W.D. Pa. 2011); *In re Clark*, No. 8-10-73746, 2010 WL 5348721, at *5 (Bankr. E.D.N.Y. Dec. 21, 2010); *In re Bailey*, 220 B.R. 706, 710 (Bankr. M.D. Ga. 1998); *In re Leiter*, 109 B.R. 922, 926 (Bankr. N.D. Ind. 1990).

Federal Rule of Bankruptcy Procedure 4004(c), which deals with grants of discharge, also directs the court to “forthwith grant the discharge” unless (among other things) “the debtor has filed a waiver under § 727(a)(10).” This language also suggests that the waiver must be filed before discharge is granted.

²³ See, e.g., *In re Newton*, 490 B.R. 126, 128 (Bankr. D.D.C. 2013); *In re Clark*, No. 10-73746, 2010 WL 5348721, at *5 (Bankr. E.D.N.Y. Dec. 21, 2010).

²⁴ Federal Rule of Civil Procedure 60(b) allows a court to relieve a party from a final judgment, order or proceeding for certain specified reasons, including mistake, newly discovered evidence, and fraud. Rule 60(b) is applicable in bankruptcy cases pursuant to Fed. R. Bankr. P. 9024, with certain limitations.

²⁵ 11 U.S.C. § 105(a) allows a court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.”

²⁶ See, e.g., *In re Eliscu*, 163 B.R. 335, 344 (Bankr. N.D. Ill. 1994). See also *Glover v. Herzog* (*In re Herzog*), No. 02-13657, 2003 WL22890096, at *5 (Bankr. N.D. Miss. May 5, 2003) (denying effort to vacate waiver requested in affidavit filed in response to adversary proceeding initiated by creditor in

B. HOW DOES A DEBTOR WAIVE THE DISCHARGE.

1. *Waiver under § 727(a)(10).*

Only four statutory requirements must be satisfied for an effective waiver of discharge under § 727(a)(10) of the Bankruptcy Code.²⁷ First, as previously discussed, it must be given after the order for relief, that is, postpetition.²⁸ Second, the waiver must be in writing. The language of § 727(a)(10) refers to a “written waiver of discharge.”²⁹ Third, the waiver must be signed by the debtor. Again, the language of § 727(a)(10) provides that the written waiver of discharge must be “executed by the debtor.”³⁰ Finally, the statute states that the waiver must be “approved by the court.”³¹

The Bankruptcy Code provides no guidance to the court in determining whether to “approve” a waiver of discharge. Indeed, most courts simply enter an order approving the written waiver of discharge if no objection has been filed without discussing the basis for that approval. When courts do discuss the showing that must be made to obtain approval, they often state that the debtor must show that the debtor seeks the waiver “knowingly, voluntarily, and with awareness of what consequences come from waiving a discharge.”³²

Some courts find the focus on the debtor’s intent and understanding too limited. Instead, they take the view that, in deciding whether to approve the debtor’s waiver of discharge, the court must also consider the interests of

second bankruptcy case to deny dischargeability of debts covered by waiver executed in first bankruptcy case). Cf. *In re Williams*, No. 11-00761, 2012 WL 843210, at *3 (Bankr. D.D.C. Mar. 12, 2012); *In re Clark*, 2010 WL 5348721, at *4-5 (Bankr. E.D.N.Y. Dec. 21, 2010) (holding that vacating the discharge under Rule 59 or 60(b) or § 105 was not permitted to facilitate post-discharge reaffirmation agreement).

²⁷ See, e.g., *Asbury v. Alliant Bank (In re Asbury)*, 423 B.R. 525, 529 (B.A.P. 8th Cir. 2010); *In re Akbarian*, 505 B.R. 326, 328 (D. Utah. 2014); *In re Alexander*, No. 12-50707, 2015 WL 5168375, at *4 (Bankr. W.D. Tex. Sept. 1, 2015); *In re Ferri*, No. 13-08-12399, 2011 WL 3962117, at *2 (Bankr. D.N.M. Sept. 7, 2011); *Walton v. McCutcheon (In re McCutcheon)*, 448 B.R. 863, 865 (Bankr. N.D. Ga. 2011).

²⁸ See cases cited in note 21 *supra*.

²⁹ 11 U.S.C. § 727(a)(10).

³⁰ *Id.* See, e.g., *Cheripka*, 122 B.R. at 37 (noting that the order which the creditor argued was a waiver was signed by debtor’s counsel and not by debtor).

³¹ 11 U.S.C. § 727(a)(10).

³² *In re Akbarian*, 505 B.R. 326, 328 (D. Utah 2014); *In re Alexander*, 2015 WL 5168375, at *4 (Bankr. W.D. Tex. Sept. 1, 2015). Another formulation of this standard is that the waiver must be “a conscious and informed judgment by the debtor as to the consequences thereof.” *In re Stokes*, No. 09-01126, 2011 WL 10945123, at *2 (Bankr. M.D. Fla. Feb. 9, 2011). See also *Asbury*, 423 B.R. at 529 (stating that “there must be an inquiry by the court to determine whether the waiver is indeed intentional”); *Glover v. Herzog (In re Herzog)*, No. 02-13657, 2003 WL 22890096, at *1 (Bankr. N.D. Miss. May 5, 2003) (stating that court was “assured that Herzog understood the consequences of his actions”); *In re Eliscu*, 163 B.R. 335, 340 (Bankr. N.D. Ill. 1994) (stating that “a court should determine that the debtor seeking approval of the waiver is aware of the consequences of the actions and that the Debtor’s decision to waive the discharge is voluntary”).

creditors. In the leading case, *In re Asbury*,³³ the chapter 7 debtor sought to waive discharge after several of his creditors filed adversary proceedings objecting to the dischargeability of their claims and seeking to deny the debtor a discharge.³⁴ The debtor claimed that he lacked resources to defend these adversary proceedings and therefore sought to waive discharge. The creditors filed objection to the waiver. After a hearing, the bankruptcy judge concluded that he was “not convinced that [debtor] has demonstrated that a written waiver of discharge is in his best interest or that he clearly understands the legal consequences of his decision.”³⁵ The court noted that further litigation was inevitable, even if the debtor waived discharge, so litigation costs could not be avoided.

But rather than ending the discussion there, the court went on to address favorably the creditors’ arguments against granting discharge. The creditors speculated that the debtor was contemplating a subsequent chapter 13 filing in his new home state of Florida, in which the debts covered by the waiver of discharge would be subject to discharge.³⁶ The court stated:

“The Court places some weight on the prejudice to creditors that would result from granting a waiver. The Debtor chose to litigate in this forum and consented to jurisdiction before this Court. By filing in the Western District of Missouri, his creditors were forced to act by filing adversary complaints, paying filing fees, and obtaining counsel to represent their interests. While not a great deal of litigation has progressed thus far in this case, granting a waiver of discharge would still impose additional costs and delay on these creditors. One might think creditors would benefit from the Debtor’s waiver of discharge, but they lose the right to liquidate their claims in pending proceedings. This Court is concerned that the Debtor is attempting to manipulate venue, hoping to make litigation against him difficult and expense by retreating to another jurisdiction. Creditors would be forced to pay additional filing fees,

³³ 408 B.R. 817 (Bankr. W.D. Mo. 2009), *aff’d*, *Asbury v. Alliant Bank (In re Asbury)*, 423 B.R. 525 (B.A.P. 8th Cir. 2010).

³⁴ It should be noted that, unlike most waivers of discharge, the waiver in *Asbury* was filed by the debtor, not by the trustee, and the trustee had not sought to deny the debtor a discharge. As discussed in part III(C)(4), most waivers of discharge are executed in response to an adversary proceeding filed by the trustee and are negotiated with the trustee to settle that litigation. In the cases included in this study, creditors never objected to a waiver of discharge obtained by the trustee.

³⁵ 408 B.R. at 820.

³⁶ The court stated that “§ 523(a)(10) is not applicable to Chapter 13 filings.” *Id.* at 821. This is not entirely accurate. See text at notes 41-43 *infra*.

obtain new attorneys, and possibly travel to a distant state in order to litigate their claims and obtain a money judgment.”³⁷

On appeal a divided Bankruptcy Appellate Panel concluded that “the bankruptcy court’s evaluation of the objecting creditors’ interests along with the evidence indicating the likelihood that the debtor may not have fully comprehended the import of the waiver was appropriate.”³⁸

There are a number of problems with the bankruptcy court’s justification for its denial of the waiver. First, the fact that the debtor chose to file for bankruptcy in a particular forum will be true of any voluntary chapter 7 case. Unless the court grants relief from the automatic stay,³⁹ the creditors will always be forced to litigate in that forum. That is the nature of a bankruptcy case – it centralizes in the bankruptcy court all litigation with respect to prepetition claims. If choosing a venue for a bankruptcy filing justifies denial of a waiver because it amounts to a manipulation of venue, no debtor would ever be able to waive discharge over the objection of a creditor who prefers that venue to another.

Second, there was no showing that the debtor was in fact attempting to manipulate venue. The debtor argued that he was not even eligible for chapter 13.⁴⁰ The court seemed to disagree, but would not be making the determination if the issue arose. In any event, a chapter 7 debtor is not precluded from a subsequent chapter 13 filing,⁴¹ and may be compelled by the venue provisions applicable to bankruptcy cases⁴² to file that subsequent chapter 13 in a different jurisdiction from his original chapter 7 case. If Congress wished to prevent a chapter 13 debtor from discharging debts waived in a prior chapter 7, it could have included the debts described in § 523(a)(10) in the list of debts excluded from discharge under § 1328(a); it did not do so.

³⁷ 408 B.R. at 821. But then the court concluded that it had the jurisdiction to enter a money judgment even on nondischargeable claims, *id.* at 823, so the assertion that the creditors would potentially have to litigate their claims in a distant jurisdiction should not have carried any weight.

³⁸ *Asbury v Alliant Bank (In re Asbury)*, 423 B.R. 525, 529 (B.A.P. 8th Cir. 2010).

³⁹ 11 U.S.C. § 362(a)(1) bars the commencement or continuation of a judicial action or proceeding against the debtor that was or could have been commenced before the petition was filed or to collect a prepetition debt.

⁴⁰ 408 B.R. at 821.

⁴¹ 11 U.S.C. § 109(g) would prevent an individual debtor from filing if that individual was a debtor in a case pending in the preceding 180 days which was dismissed under certain circumstances. But the debtor in *Asbury* had his motion to dismiss the case denied by the court. 408 B.R. at 818.

⁴² 28 U.S.C. § 1408(1) states that a bankruptcy case may be commenced in the district “in which the domicile, residence, principal place of business in the United States, or principal assets in the United States” of the debtor have been located for the 180-day period preceding filing (or the longer portion of such 180-day period).

Third, the entire concern of the court seemed to be that the creditors would be compelled to litigate their unliquidated claims in a different forum if their claims were excluded from discharge. But the court went on to hold that even claims for nondischargeable debts could be liquidated in the bankruptcy court in order to avoid “[e]xcess costs to the parties.”⁴³ It seems inappropriate for the court to use those excess costs as justification for refusing to approve the waiver of discharge, and then conclude that it had jurisdiction to decide those claims anyway, thereby avoiding the excess costs.

Finally, the dissenting opinion of Judge Kressel in the Bankruptcy Appellate Panel persuasively sets out the reasons why consideration of anything other than the debtor’s compliance with the statutory requirements for waiver as part of the approval process is inappropriate. Prior to 1979 a debtor’s waiver of discharge was accomplished by either declining to seek a discharge or by filing a waiver of discharge with the court.⁴⁴ These actions were self-executing. The court and creditors had no role to play in determining whether the debtor would obtain a discharge. There is no legislative history indicating why Congress included a provision in the Bankruptcy Reform Act of 1978 requiring approval of a waiver.⁴⁵ However, § 727(a)(10) does not provide for denial of a discharge if “the court, *after notice and a hearing*, approves a written waiver of discharge.” The absence of the language “after notice and a hearing,” which is used throughout the Bankruptcy Code to provide creditors, upon receipt of notice of a proposed action, an opportunity to argue their position on that action before the court, suggests that the views of creditors were not to be considered by the court in approving waivers of discharge. Rather, it makes most sense that the role of the court was simply, as Judge Kessel stated, to “assur[e] that the statutory requirement that the waiver be executed after the order for relief is met and the waiver is a true one, i.e., that the debtor has knowing executed the waiver.”⁴⁶ Judge Kessel concluded that considering the concerns and interests of creditors is “beyond the scope of the court’s proper role.”⁴⁷

⁴³ 408 B.R. at 822.

⁴⁴ See discussion at notes 5-14 *supra*.

⁴⁵ See discussion at note 15 *supra*.

⁴⁶ *Asbury v. Alliant Bank (In re Asbury)*, 423 B.R. 525, 530 (B.A.P. 8th Cir. 2010).

⁴⁷ *Id.*

Whether a bankruptcy court may consider the interests of creditors in deciding whether to approve a waiver of discharge remains an open question.⁴⁸

2. *Waiver as Settlement of Adversary Proceeding.*

Rather than executing a formal waiver of discharge under § 727(a)(10) – or in addition to doing so – the debtor may sign a stipulation agreement in an adversary proceeding initiated to deny the debtor a discharge under another provision or provisions of § 727(a), or to revoke a discharge previously given under § 727(d). Such a settlement of the adversary proceeding is subject to court approval under Fed. R. Bankr. P. 9019(a). In deciding whether to approve a settlement, the court must decide whether the settlement is “fair and equitable,”⁴⁹ taking into account such factors as the probability of success on the merits, the difficulties in collection on a judgment, the complexity of the litigation, the expense and inconvenience and delay caused by the litigation, and the interests of the creditors.⁵⁰

The debtor may either agree in the stipulation that his or her debts are not subject to discharge or may agree to waive discharge. The effect of such a stipulation is the same as a waiver of discharge under § 727(a)(10), but because it is not subject to the requirements set out in § 727(a)(10) it does not have to be signed by the debtor (although it generally is). If a stipulation is approved by the court, the court will enter an order denying the debtor a discharge and is required to send out a notice of no discharge under Fed. R. Bankr. P. 4006. The adversary proceeding in which the settlement was reached will then be voluntarily dismissed under Fed. R. Bankr. P. 7041.

Because a stipulation agreeing to denial of discharge has the same legal consequences as a waiver of discharge under § 727(a)(10), for purposes of

⁴⁸ Compare *In re Stokes*, No. 09-01126, 2011 WL 10945123, at *2 (Bankr. N.D. Fla. Feb. 9, 2011) (following *Asbury*) with *In re Akbarian*, 505 B.R. 326, 329 (Bankr. D. Utah 2014) (rejecting *Asbury*); cf. *In re Ferri*, No. 13-08-12399, 2011 WL 3962117, at *2 (Bankr. D.N.M. Sept. 7, 2011) (not deciding whether it is appropriate to take creditor views into account because none of the concerns expressed were sufficient to justify denying approval of the waiver of discharge).

⁴⁹ See, e.g., *Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968); *Will v. Northwestern University (In re Nutraquest, Inc.)*, 434 F.3d 639, 644 (3d Cir. 2006); *In re Cajun Elec. Power Co-op, Inc.*, 119 F.3d 349, 355 (5th Cir. 1997); *Reynolds v. Comm’r of Internal Revenue*, 861 F.2d 469, 473 (6th Cir. 1988).

⁵⁰ See, e.g., *Jeffrey v. Desmond*, 70 F.3d 183, 185 (1st Cir. 1995); *Myers v. Martin (In re Martin)*, 91 F.3d 389, 393 (3d Cir. 1996); *In re Marvel Ent. Group, Inc.*, 222 B.R. 243, 249 (D. Del. 1998); *Nellis v. Shugrue*, 165 B.R. 115, 122 (S.D.N.Y. 1994); *In re Baldwin United Corp.*, 43 B.R. 888, 907 (Bankr. S.D. Ohio 1984).

this article I include all cases in which such stipulations are approved as if they were waivers of discharge.⁵¹

C. THE CONSEQUENCES OF WAIVING DISCHARGE.

The desire to avoid discharge for a debt owing to a single creditor is not a justification for waiving discharge. Although some courts have allowed invocation of § 727(a)(10) to permit waiver of an individual debt,⁵² most courts have concluded that § 727(a)(10) is not applicable to the discharge of a single debt but only to the discharge of all debtor's debts.⁵³ If a creditor seeks to prevent the discharge of an individual debt, it must negotiate with the debtor a reaffirmation agreement complying with § 524(c),⁵⁴ or resolve

⁵¹ I should note that the Federal Judicial Center Interactive Database which I used to find cases for this study codes stipulations as E (a denial of discharge) rather than F (a waiver of discharge), which complicates searches. See note 62 *infra*.

⁵² See, e.g., *Lichtenstein v. Barbanel*, 161 Fed. App'x 461, 465, 2005 WL 3479656, at *4 (6th Cir. 2005) (per curiam); *In re Blair*, 534 B.R. 787, 791 (Bankr. D.N.M. 2015); *Saler v. Saler* (*In re Saler*), 205 B.R. 737, 746 (Bankr. E.D. Pa. 1997), *aff'd*, 217 B.R. 166 (E.D. Pa. 1998); *In re Mapother*, 53 B.R. 433, 435-36 (Bankr. W.D. Ky. 1985). It should be noted that in *Lichtenstein* and *Saler* the debtor entered into a court-approved stipulation of nondischargeability of the creditor's claims in order to resolve litigation in his first bankruptcy case, and then asserted that the waiver was invalid in his second bankruptcy case because it did not comply with § 524(c), not a very sympathetic procedural posture.

In three of the cases I found in looking at cases filed in 2019, the court approved a "waiver of discharge" under § 727 with respect to a single debt. See *Dusty Ryan Finley and Lisa Nicole Finley*, No. 19-41633 (Bankr. E.D. Tex. June 17, 2019) (Stipulation, Compromise and Settlement Agreement, and Waiver of Discharge, Doc. 28-2, filed Oct. 9, 2019, approved by order filed Nov. 6, 2019); *Shelia Ann Wallis*, No. 19-80621 (Bankr. E.D. Okla. May 31, 2019) (Order Approving Stipulation Regarding Debtor's Waiver of Discharge, Doc. 58, filed Feb. 18, 2020); *Brenda Ray*, No. 19-30927 (Bankr. N.D. Tex. Mar. 15, 2019) (Debtor's Waiver of Discharge of Timely Filed Claims, Doc. 48, filed Sept. 9, 2019). Cf. *Monty Kirk Wilson, and Loria Lynn Wilson*, No. 19-11139 (Bankr. E.D. Ark. Mar. 1, 2019) (Voluntary Waiver of Discharge as to Claim of Dennis Clark, Doc. 21, filed Nov. 11, 2019) (waiver of discharge of single claim without mention of § 727). The court granted the debtors a standard discharge in all these cases, so their discharges were not in fact waived.

⁵³ See, e.g., *Chilcoat v. Minor* (*In re Minor*), 115 B.R. 690, 693-94 (D. Colo. 1990); *In re Maiers*, No. 17-70869, 2017 WL 5033660, at *3 (Bankr. C.D. Ill. Oct. 31, 2017); *Estate of McCoy v. McCoy* (*In re McCoy*), No. 15-70395, 2016 WL 4268702, at *20 (Bankr. E.D. Va. Aug. 11, 2016); *In re Frantz*, No. 11-21337, 2015 WL 1778068, at *9 (Bankr. D. Idaho Apr. 16, 2015); *In re Clark*, No. 10-73746, 2010 WL 5348721, at *5 (Bankr. E.D.N.Y. Dec. 21, 2010); *Kartzman v. Kleinmann* (*In re Kleinmann*), No. 05-55211, 2010 WL 1641085, at *2 (Bankr. D.N.J. Apr. 21, 2010); *Airlines Reporting Corp. v. Mascoll* (*In re Mascoll*), 246 B.R. 697, 706 (Bankr. D.D.C. 2000); *Rul-Lan v. Rul-Lan* (*In re Rul-Lan*), 186 B.R. 938, 943 (Bankr. W.D. Mo. 1995); *In re Sheehan*, 153 B.R. 384, 385 (Bankr. D.R.I. 1993); *Cheripka v. Republic Ins. Co.* (*In re Cheripka*), 122 B.R. 33, 37 (Bankr. W.D. Pa. 1990). See generally 6 COLLIER ON BANKRUPTCY ¶727.12 (2021). Cf. *In re Catron*, 186 B.R. 194, 196 n.1 (Bankr. E.D. Va. 1995) (noting that under § 1141(d)(4) a debtor may waive discharge only as to all debts rather than a particular debt).

⁵⁴ See, e.g., *Lewis v. Long* (*In re Long*), 504 B.R. 424, 438 (Bankr. W.D. Va. 2014), *aff'd on other grounds*, 512 B.R. 745 (W.D. Va. 2014); *Rice, Heitman & Davis, S.C. v. Sasse* (*In re Sasse*), 438 B.R. 631, 646 (Bankr. W.D. Wis. 2010); *In re Catron*, 186 B.R. 194, 196 (Bankr. E.D. Va. 1995); *Doug Howle's Paces Ferry Dodge, Inc. v. Ethridge* (*In re Ethridge*), 80 B.R. 581, 585 (Bankr. M.D. Ga. 1987); *Alsan Corp. v. DiPierro* (*In re DiPierro*), 69 B.R. 279, 282 (Bankr. W.D. Pa. 1987). But see *DiBraccio*

the matter through an adversary proceeding challenging dischargeability.⁵⁵ A waiver of discharge waives discharge for all debts that existed at the time the petition was filed, whether or not included on the debtor's schedules.

Nor does a waiver of discharge result in a dismissal of the case. Even after the court approves a waiver of discharge, the trustee may continue to marshal and liquidate nonexempt assets (if there are any) for the benefit of the creditors. If a debtor seeking approval of a waiver of discharge demonstrates that he or she does not understand its consequences (such as believing that the case would be automatically dismissed), the court will refuse to approve it.⁵⁶ If the debtor conditions the approval on dismissal of the case, the court will also refuse to approve it.⁵⁷

Once the bankruptcy court enters an order approving a waiver of discharge or a stipulation under which the debtor agrees to a denial of discharge, under Fed. R. Bankr. P. 4006 the clerk is directed to notify all parties in interest. The clerk typically sends out a "notice of no discharge," the heading of Rule 4006. This action does not have any impact on property of the estate, which continues to be administered by the trustee. The trustee will liquidate any nonexempt property and distribute the proceeds to the creditors, but the debtor will remain liable for all debts that remain unpaid.⁵⁸

In most cases the debts that are covered by a waiver of discharge or as to which discharge is denied are not subject to discharge in a subsequent bankruptcy case pursuant to § 523(a)(10).⁵⁹ All subsequent discharges

v. Hay (*In re Hay*), Nos. 00-25633 & 00-2525, 2001 WL 418759, at *2 (Bankr. S.D. Fla. Feb. 12, 2001) (held that stipulation as to nondischargeability of debt was binding despite noncompliance with § 524(a)).

⁵⁵ Pursuant to Fed. R. Bankr. P. 4007(c), a complaint in a chapter 7 case to determine the dischargeability of a debt under § 523(c) must be filed no later than 60 days after the first date set for the § 341 meeting of creditors.

⁵⁶ See, e.g., *In re Martin*, 211 B.R. 23, 24-5 (Bankr. E.D. Ark. 1997).

⁵⁷ See *Eric Blue*, No. 19-33568 (Bankr. N.D. Tex. Oct. 29, 2019) (Order Denying Debtor Eric Blue's Motion to approve Waiver of Discharge, Doc. 247, filed June 9, 2021). Cf. *In re Hopper*, 404 B.R. 302, 311 (Bankr. N.D. Ill. 2009) (approving motion to dismiss the case after trustee withdrew objection because debtor waived discharge, but suggesting that dismissal would not have been warranted because administration of the estate by the trustee benefitted creditors).

⁵⁸ See, e.g., *Frantz v. Idaho Indep. Bank (In re Frantz)*, Nos. 2:18-00188, 2:18-00189, 2:18-00190 & 2:18-00348, 2020 WL 1452405, at *15 (D. Idaho Mar. 25, 2020); *In re Asbury*, 408 B.R. 817, 819 (Bankr. W.D. Mo. 2009), *aff'd*, *Asbury v. Alliant Bank (In re Asbury)*, 423 B.R. 525, 529 (B.A.P. 8th Cir. 2010).

⁵⁹ 11 U.S.C. § 523(a)(10) provides that "[a] discharge under Section 727, 1141, 1228(a), 1228(b), or 1328(b) of this title does not discharge an individual debtor from any debt – (1) that was or could have been listed or scheduled by the debtor in a prior case concerning the debtor under this title . . . in which the debtor waived discharge, or was denied a discharge . . ." See, e.g., *Walton v. McCutcheon (In re McCutcheon)*, 448 B.R. 863, 866 (Bankr. N.D. Ga. 2011) (granting summary judgment to U.S. Trustee in adversary proceeding seeking determination that debts in current chapter 7 bankruptcy case were nondischargeable because they were covered by waiver of discharge executed in prior chapter 7 case); *Glover v. Herzog*, No. 02-13657, 2003 WL 22890096, at *4 (Bankr. N.D. Miss. May 5, 2003) (granting

under chapter 7, chapter 11 and chapter 12 exclude the debts covered by a prior denial of discharge. However, in a chapter 13 case, only discharges under § 1328(b)⁶⁰ expressly exclude those debts described in § 523(a)(10).

III. WAIVING DISCHARGE – AN EMPIRICAL STUDY

A. SCOPE OF THE STUDY.

First, it is important to realize that in the vast majority of chapter 7 cases, the debtor does indeed receive a discharge. It has been estimated that, “excluding cases that are dismissed or converted, individual debtors receive a discharge in more than 99 percent of chapter 7 cases.”⁶¹ For this study I looked at chapter 7 cases filed in 2019 (the last full year before filings were affected by the Covid-19 pandemic in the United States).⁶² In that year there were 465,991 nonbusiness chapter 7 bankruptcy filings.⁶³ I excluded cases in which the discharge was denied because the debtor had received a discharge in a case filed within the period described in § 727(a)(8) or (a)(9),⁶⁴ and cases in which the debtor did not receive a discharge because the debtor

summary judgment to creditor whose claims were covered by waiver of discharge filed by debtor in prior Bankruptcy case).

⁶⁰ A discharge under § 1328(b) is one that may be given by the court to a debtor who has not completed payments under a chapter 13 plan under certain circumstances, and such a discharge excepts from its scope any debt “of a kind specified in section 523(a) of this title.” 11 U.S.C. § 1328(c)(2).

⁶¹ Justia, Bankruptcy, The Chapter 7 Discharge, available at <https://www.justia.com/bankruptcy/docs/basics/chapter-7/chapter-7-discharge/>. See also <https://pocketsense.com/chapter-7-bankruptcies-denied-8092510.html> (“when Chapter 7 cases are correctly filed, they result in a successful discharge of debts more than 99 percent of the time”).

⁶² I found cases in a number of ways. I searched dockets in Bloomberg and Lexis +, looking for cases in which discharge was denied or revoked or there was a waiver of discharge. Those sources are limited by the failure of the hosts to update dockets after the filing date; any treatment of the discharge obviously postdates the initiation of the case. I also searched the Federal Judicial Center Interactive Database (IDB), available at <https://www.fjc.gov/research/idb/interactive/21/IDB-bankruptcy> for chapter 7 cases filed in 2019 in which the final disposition for the debtor was coded E (discharge denied), F (discharge waived), or G (discharge revoked). This search does not pick up cases that were initially filed under chapter 13 and subsequently converted to chapter 7, which I included when I found them, and it does pick up cases filed earlier than 2019 but reopened in 2019, which I excluded. I was unable to find cases through the IDB in which a waiver or stipulation was signed, but the case was dismissed, because all those cases are coded as dismissals. Although the codes are not entirely accurate (e.g., I found many cases in which the debtor executed a waiver or stipulation that were coded E rather than F), the IDB is far more inclusive than any other source.

⁶³ See Table F-2, U.S. Bankruptcy Courts – Business and Nonbusiness Cases Commenced, by Chapter of the Bankruptcy Code, During the 12-Month Period Ending December 31, 2019, available at https://www.uscourts.gov/sites/default/files/bf_f2_1231.2019.pdf.

⁶⁴ Under 11 U.S.C. § 727(a)(8), the court may not grant a discharge to a debtor if “the debtor has been granted a discharge under this [section 727], [or] under section 1141 . . . in a case commenced within 8 years before the date of the filing of the petition.” The debtor is also precluded from a chapter 7 discharge under § 727(a)(9) if “the debtor has been granted a discharge under section 1228 or 1328 . . . in a case commenced within six years before the date of the filing of the petition” in most cases.

filed to pay a filing fee or as a sanction for other wrongdoing.⁶⁵ I also excluded the thousands of cases in which discharge was withheld for failure

⁶⁵ In the M.D. Tenn. when the debtor fails to pay the filing fees apparently the court closes the case without granting a discharge—rather than dismissing the case—and sends out a notice of no discharge under Fed. R. Bankr. P. 4006. *See* Linda Sue McLam, No. 19-07987 (Bankr. M.D. Tenn. Dec. 17, 2019); Carolyn Rivera, No. 19-07789 (Bankr. M.D. Tenn. Dec. 4, 2019); Joshua Owen Bryant, No. 19-07576 (Bankr. M.D. Tenn. Nov. 21, 2019); Elba Hernandez, No. 19-07334 (Bankr. M.D. Tenn. Nov. 11, 2019); Richard Daniel Brady, No. 19-07202 (Bankr. M.D. Tenn. Nov. 5, 2019); Lisa Leigh Hayes, No. 19-06480 (Bankr. M.D. Tenn. Oct. 4, 2019); Savitri Rosa Matthews, No. 19-06416 (Bankr. M.D. Tenn. Oct. 2, 2019); Shawna Suzanne Lovell, No. 19-05810 (Bankr. M.D. Tenn. Sept. 10, 2019); Angela Denise Esaw, No. 19-05109 (Bankr. M.D. Tenn. Aug. 9, 2019); Catalina Marie Torres, No. 19-05015 (Bankr. M.D. Tenn. Aug. 7, 2019); Patricia Anne Carson, No. 19-04731 (Bankr. M.D. Tenn. July 26, 2019); Veronica Dougherty, No. 19-04446 (Bankr. M.D. Tenn. July 14, 2019); Callie Owen Roberts, No. 19-04320 (Bankr. M.D. Tenn. July 8, 2019); Gloria Allean Miller, No. 19-04269 (Bankr. M.D. Tenn. July 3, 2019); Christopher Dale Hood, No. 19-04219 (Bankr. M.D. Tenn. June 30, 2019); Hannah Joelle Proch, No. 19-04152 (Bankr. M.D. Tenn. June 28, 2019); Brittany Nichole Jared and Jacob Kyle Jared, No. 19-03953 (Bankr. M.D. Tenn. June 20, 2019); Sheila R., No. 19-03954 (Bankr. M.D. Tenn. June 20, 2019); Robin Lynn Hancock, No. 19-03494 (Bankr. M.D. Tenn. May 31, 2019); Kimberly Anne Bailey, No. 19-03519 (Bankr. M.D. Tenn. May 31, 2019); Nadi Shabana Salib, No. 19-03404 (Bankr. M.D. Tenn. May 29, 2019); Rachel Renae Phillips; Danyo Jima Lazoro, No. 19-02656 (Bankr. M.D. Tenn. Apr. 25, 2019); Jurea Johnson, No. 19-02559 (Bankr. M.D. Tenn. Apr. 22, 2019); Geraldine Laverne Avery, No. 19-02391 (Bankr. M.D. Tenn. Apr. 15, 2019); Sean Michael Cozart and Lauren Elizabeth Cozart, No. 19-02124 (Bankr. M.D. Tenn. Apr. 2, 2019); Amanda Joann Smith, No. 19-02032 (Bankr. M.D. Tenn. Mar. 29, 2019); Ashley Robin Mullins, No. 19-02015 (Bankr. M.D. Tenn. Mar. 29, 2019); Cameron Montrell Robertson, No. 19-01960 (Bankr. M.D. Tenn. Mar. 28, 2019); Tamara Redd, No. 19-01926 (Bankr. M.D. Tenn. Mar. 27, 2019); Scott Alan Fyke, No. 19-01839 (Bankr. M.D. Tenn. Mar. 25, 2019); Brandon Alton Sweeney, No. 19-01798 (Bankr. M.D. Tenn. Mar. 22, 2019); Mychael Hannibal Riley, No. 19-01797 (Bankr. M.D. Tenn. Mar. 22, 2019); Elliott Oliver Armstrong, No. 19-01733 (Bankr. M.D. Tenn. Mar. 20, 2019); Shannon Marie Elrod, No. 19-01703 (Bankr. M.D. Tenn. Mar. 19, 2019); Justin Tyrell Armstrong, Sr., No. 19-01575 (Bankr. M.D. Tenn. Mar. 14, 2019); Temple L. Hancock, No. 19-01309 (Bankr. M.D. Tenn. Mar. 3, 2019); Brandon Roush, No. 19-01175 (Bankr. M.D. Tenn. Feb. 27, 2019); Megan Sue Hay, No. 19-01089 (Bankr. M.D. Tenn. Feb. 23, 2019); Bruce Allen Gilmore, Jr., No. 19-01032 (Bankr. M.D. Tenn. Feb. 21, 2019); Davey Maurice Johnson, No. 19-00964 (Bankr. M.D. Tenn. Feb. 18, 2019); Cody Lynn Burton, No. 19-00963 (Bankr. M.D. Tenn. Feb. 18, 2019); Kenneth Kamran Niazi, No. 19-00888 (Bankr. M.D. Tenn. Feb. 14, 2019); Tekia Smith, No. 19-00637 (Bankr. M.D. Tenn. Feb. 1, 2019); Tara Lowman, No. 19-00032 (Bankr. M.D. Tenn. Jan. 4, 2019).

Treating nonpayment of fees alone as grounds for denying a discharge – as opposed to dismissing the case – is unique to the M.D. Tenn. Under § 707(a)(2), the bankruptcy court may dismiss a case under chapter 7 after notice and a hearing for cause, including “nonpayment of any fees or charges required under chapter 123 of title 28,” which include the filing fees. There is nothing in § 727(a) that permits a court to deny a discharge because the debtor failed to pay the filing fees, and a case is closed under § 350(a) only after the estate is fully administered and the trustee is discharged. *See, e.g.* Yolanda Vincon, No. 19-12188 (Bankr. N.D. Ind. Nov. 22, 2019) (case dismissed for failure to pay filing fees; no notice of no discharge sent); Frederick James Harris, Sr., No. 19-32807 (Bankr. N.D. Ill. Nov. 18, 2019) (case dismissed for failure to pay filing fees; no notice of no discharge sent); Keisha Ghenet Griffiths-Kalonji, No. 19-50258 (Bankr. D. Conn. Feb. 28, 2019) (case dismissed for failure to pay filing fee; no notice of no discharge sent); Theresa Lynn Wilson, No. 01-64160 (Bankr. D. Or. May 31, 2001) (case dismissed and administratively closed for failure to pay filing fee; no notice of no discharge sent).

The S.D. Fla. in four cases, Anthony Paul Cirio, Sr. and Nicole Ann Cirio, No. 19-26916 (Bankr. S.D. Fla. Dec. 19, 2019); Kurt Gerard Amos, No. 19-19119 (Bankr. S.D. Fla. July 10, 2019); William L.

to submit a certification of financial management course.⁶⁶ I added cases originally filed under chapter 13 in 2019 but were converted to chapter 7 and a waiver was then filed.

In many cases the debtor initially received a discharge, but the discharge was subsequently revoked.⁶⁷ Although these cases are not included in this

Brice, No. 19-18964 (Bankr. S.D. Fla. July 3, 2019); and Bertha Crespo, No. 19-13044 (Bankr. S.D. Fla. Mar. 8, 2019), denied the debtors their discharges as a penalty for contempt in their failure to comply with court orders. Although refusal to obey a lawful order of the court is grounds for denial of discharge, § 727(a)(6)A, in these cases the request to deny discharge was made by motion, which does not comply with Fed. R. Bankr. P. 7001(4).

⁶⁶ 11 U.S.C. § 727(a)(11).

⁶⁷ See *Casamatta v. Bryant*, Adv. No. 21-04020 (Bankr. D. Neb. Sept. 30, 2021); *Zielinski v. Perez*, Adv. No. 21-00198 (Bankr. N.D. Ill. Sept. 28, 2021); *Ford v. Davis* (Noah Davis), Adv. No. 21-00191 (Bankr. D. Ariz. July 29, 2021); *Neiman v. Rodriguez*, Adv. No. 21-30013 (Bankr. S.D. Iowa May 28, 2021); *Gargula v. Brown*, Adv. No. 21-07014 (Bankr. C.D. Ill. May 7, 2021); *Ford v. Frisby*, Adv. No. 21-00111 (Bankr. D. Ariz. Apr. 22, 2021); *Ford v. Barker*, Adv. No. 21-00110 (Bankr. D. Ariz. Apr. 22, 2021); *Ford v. King*, Adv. No. 21-00109 (Bankr. D. Ariz. Apr. 22, 2021); *Rebein v. Umscheid*, Adv. No. 21-06009 (Bankr. D. Kan. Apr. 12, 2021); *Murray v. Williams* (Elizabeth Williams), Adv. No. 21-01013 (Bankr. M.D. La. Apr. 8, 2021); *Hebenstreit v. Cork*, Adv. No. 21-50032 (Bankr. S.D. Ind. Mar. 30, 2021); *Hebenstreit v. Carlisle*, Adv. No. 21-50031 (Bankr. S.D. Ind. Mar. 30, 2021); *Hebenstreit v. Moore*, Adv. No. 21-50033 (Bankr. S.D. Ind. Mar. 30, 2021); *Ford v. Tapia*, Adv. No. 21-00082 (Bankr. D. Ariz. Mar. 29, 2021); *Gargula v. Schible*, Adv. No. 21-01013 (Bankr. N.D. Ind. Mar. 22, 2021); *U.S. Trustee v. Tydings*, Adv. No. 21-02001 (Bankr. W.D. Mo. Mar. 2, 2021); *Ford v. Sanchez* (Javier Sanchez), Adv. No. 21-00051 (Bankr. D. Ariz. Mar. 2, 2021); *Ford v. Spearman*, Adv. No. 21-00050 (Bankr. D. Ariz. Feb. 25, 2021); *Boston v. White* (Troy White), Adv. No. 21-50016 (Bankr. S.D. Ind. Feb. 5, 2021); *Hunt v. Coffin*, Adv. No. 21-02014 (Bankr. D. Utah Feb. 1, 2021); *Parks v. Birch*, Adv. No. 21-05003 (Bankr. D. Kan. Jan. 27, 2021); *Gold v. Wallen*, Adv. No. 21-04034 (Bankr. E.D. Mich. Jan. 26, 2021); *Gargula v. Stevenson*, Adv. No. 21-01004 (Bankr. N.D. Ind. Jan. 13, 2021); *Ford v. Cunningham*, Adv. No. 21-00006 (Bankr. D. Ariz. Jan. 13, 2021); *Weinman v. Murphy* (John Murphy), Adv. No. 21-01011 (Bankr. D. Colo. Jan. 12, 2021); *Gargula v. Mast*, Adv. No. 21-01003 (Bankr. N.D. Ind. Jan. 11, 2021); *Hopkins v. Fountain*, Adv. No. 21-08001 (Bankr. D. Idaho Jan. 7, 2021); *Murray v. Newell*, Adv. No. 21-01002 (Bankr. M.D. La. Jan. 5, 2021); *Murray v. Jackson* (Kevin Jackson), Adv. No. 21-01003 (Bankr. M.D. La. Jan. 5, 2021); *Royal v. Smith* (Larry Smith), Adv. No. 21-02001 (Bankr. D. Wyo. Jan. 4, 2021); *U.S. Trustee v. Bennett*, Adv. No. 20-06024 (Bankr. W.D. Mo. Dec. 11, 2020); *Fitzgerald v. Leighton*, Adv. No. 20-07036 (Bankr. Dec. 10, 2020); *Parks v. Burnham*, Adv. No. 20-05106 (Bankr. D. Kan. Dec. 4, 2020); *Corcoran v. Ryckman*, Adv. No. 20-03057 (Bankr. E.D. Mich. Nov. 17, 2020); *Warfield v. Ligon* (Naomi Ligon), Adv. No. 20-00314 (Bankr. D. Ariz. Nov. 17, 2020); *Warfield v. Blackburn*, Adv. No. 20-00312 (Bankr. D. Ariz. Nov. 16, 2020); *Wissel v. Johnson* (Acquan Johnson), Adv. No. 20-57023 (Bankr. S.D. Ind. Nov. 13, 2020); *Wissel v. Roach*, Adv. No. 20-57024 (Bankr. S.D. Ind. Nov. 13, 2020); *Ford v. Hendricks*, Adv. No. 20-00290 (Bankr. D. Ariz. Oct. 23, 2020); *Gargula v. Rivera Cruz*, Adv. No. 20-02047 (Bankr. N.D. Ind. Oct. 20, 2020); *Walsh v. Nicholson*, Adv. No. 20-01046 (Bankr. N.D. Okla. Oct. 19, 2020); *Parks v. Dawson*, Adv. No. 20-05100 (Bankr. D. Kan. Oct. 9, 2020); *Cohen v. McLaughlin*, Adv. No. 20-01278 (Bankr. D. Colo. Oct. 8, 2020); *Murray v. Murphy* (Charleston Murphy), Adv. No. 20-01050 (Bankr. M.D. La. Oct. 6, 2020); *Krohn v. Miller*, Adv. No. 20-01125 (Bankr. D. Nev. Oct. 2, 2020); *Cruse v. Simpson*, Adv. No. 20-04071 (Bankr. E.D. Mo. Oct. 2, 2020); *Parker v. Holman*, Adv. No. 20-03058 (Bankr. N.D. Ohio Oct. 1, 2020); *Parks v. Nelson*, Adv. No. 20-05098 (Bankr. D. Kan. Sept. 29, 2020); *Parks v. Evans*, Adv. No. 20-05096 (Bankr. D. Kan. Sept. 23, 2020); *MacKenzie v. Edwards*, Adv. No. 20-00270 (Bankr. D. Ariz. Sept. 18, 2020); *Hill v. Gonzalez*, Adv. No. 20-01258 (Bankr. D. Colo. Sept. 10, 2020); *Gillman v. Barr*, Adv. No. 20-02101 (Bankr. D. Utah Sept. 3, 2020); *Elsaesser v. Ackerland*, Adv. No. 20-07013 (Bankr. D. Idaho

Aug. 31, 2020); *Casamatta v. Swartz*, Adv. No. 20-04026 (Bankr. D. Neb. Aug. 20, 2020); *Wissel v. Wise*, Adv. No. 20-57016 (Bankr. S.D. Ind. Aug. 26, 2020); *Baumgart v. Gaddis*, Adv. No. 20-01087 (Bankr. N.D. Ohio Aug. 25, 2020); *Abide v. Kelly*, Adv. No. 20-01044 (Bankr. M.D. La. Aug. 14, 2020); *Gargula v. Williams* (Ivan Williams), Adv. No. 20-01053 (Bankr. N.D. Ind. Aug. 13, 2020); *Walters v. Elmy*, Adv. No. 20-01230 (Bankr. D. Colo. Aug. 11, 2020); *Walters v. Sanchez*, (Juan Sanchez) Adv. No. 20-01231 (Bankr. D. Colo. Aug. 11, 2020); *Friesinger v. Moore*, Adv. No. 20-03028 (Bankr. S.D. Ohio Aug. 3, 2020); *MacKenzie v. Young*, Adv. No. 20-00200 (Bankr. D. Ariz. July 22, 2020); *Ford v. Ligon* (Kandis Ligon), Adv. No. 20-00198 (Bankr. D. Ariz. July 20, 2020); *Warfield v. Tefft*, Adv. No. 20-00196 (Bankr. D. Ariz. July 20, 2020); *Manning v. White* (Ronald White), Adv. No. 20-02037 (Bankr. N.D. Ind. July 13, 2020); *Gargula v. Brockington*, Adv. No. 20-01040 (Bankr. N.D. Ind. July 9, 2020); *Wissel v. Thomas* (Mark Thomas), Adv. No. 20-57009 (Bankr. S.D. Ind. July 6, 2020); *Mason v. Reeder*, Adv. No. 20-06018 (Bankr. N.D. Ohio June 29, 2020); *Friedmeyer v. Parker*, Adv. No. 20-50078 (Bankr. S.D. Ind. June 21, 2020); *Womack v. Marsh*, Adv. No. 20-02008 (Bankr. D. Mont. June 11, 2020); *Fitzgerald v. Wetter*, Adv. No. 20-07026 (Bankr. W.D. Va. June 10, 2020); *Asbach v. Kieff*, Adv. No. 20-01033 (Bankr. E.D. La. June 9, 2020); *Cohen v. Romero*, Adv. No. 20-01169 (Bankr. D. Colo. June 4, 2020); *Murray v. Broussard*, Adv. No. 20-01032 (Bankr. M.D. La. June 2, 2020); *Harrington v. Garces*, Adv. No. 20-01011 (Bankr. D.R.I. May 27, 2020); *Jones v. Frazer*, Adv. No. 20-00061 (Bankr. M.D. Fla. May 13, 2020); *Walsh v. Ward*, Adv. No. 20-01020 (Bankr. N.D. Okla. May 5, 2020); *Morris v. Harris*, Adv. No. 20-05071 (Bankr. D. Kan. May 5, 2020); *Parks v. Hoeck*, Adv. No. 20-05069 (Bankr. D. Kan. May 1, 2020); *Hill v. Sitar*, Adv. No. 20-01119 (Bankr. D. Colo. Apr. 23, 2020); *U.S. Trustee v. Cabrera*, Adv. No. 20-01105 (Bankr. C.D. Cal. Apr. 23, 2020); *Morris v. Hysom*, Adv. No. 20-05067 (Bankr. D. Kan. Apr. 22, 2020); *Gargula v. Igwe*, Adv. No. 20-50047 (Bankr. S.D. Ind. Apr. 17, 2020); *Hopkins v. Ogden*, Adv. No. 20-08025 (Bankr. D. Idaho Apr. 17, 2020); *MacKenzie v. Olivas*, Adv. No. 20-00098 (Bankr. D. Ariz. Apr. 15, 2020); *Cohen v. Wick*, Adv. No. 20-01111 (Bankr. D. Colo. Apr. 13, 2020); *U.S. Trustee v. Lopez-Castanon*, Adv. No. 20-01077 (Bankr. C.D. Cal. Apr. 1, 2020); *Hopkins v. Herbert*, Adv. No. 20-08017 (Bankr. D. Idaho Mar. 25, 2020); *Ahlgren v. Ley*, Adv. No. 20-06011 (Bankr. D. Minn. Mar. 23, 2020); *Ford v. Garcia Magallanes*, Adv. No. 20-00073 (Bankr. D. Ariz. Mar. 19, 2020); *Gargula v. Buford*, Adv. No. 20-01015 (Bankr. N.D. Ind. Mar. 12, 2020); *Gould v. Kukuk*, Adv. No. 20-01021 (Bankr. W.D. Okla. Mar. 2, 2020); *Jones v. Muldrow*, Adv. No. 20-00027 (Bankr. M.D. Fla. Feb. 25, 2020); *Baumgartner-Novak v. Long*, Adv. No. 20-03012 (Bankr. N.D. Ohio Feb. 24, 2020); *Yoon v. Williams* (Edward Williams), Adv. No. 20-02016 (Bankr. N.D. Ind. Feb. 24, 2020); *Connolly v. Johnson* (Adrian Johnson), Adv. No. 20-01053 (Bankr. D. Colo. Feb. 21, 2020); *Birdsell v. Sims*, Adv. No. 20-00030 (Bankr. D. Ariz. Feb. 18, 2020); *Birdsell v. Jordan*, Adv. No. 20-00033 (Bankr. D. Ariz. Feb. 18, 2020); *Wright v. Lade*, Adv. No. 20-04003 (Bankr. N.D. Ind. Feb. 17, 2020); *Gargula v. Littlefield*, Adv. No. 20-03002 (Bankr. S.D. Ill. Feb. 11, 2020); *Snyder v. Larsin*, Adv. No. 20-04010 (Bankr. D. Minn. Feb. 6, 2020); *Jones v. Alexis*, Adv. No. 20-00017 (Bankr. M.D. Fla. Jan. 30, 2020); *Simon v. Cucu*, Adv. No. 20-01009 (Bankr. N.D. Ohio Jan. 29, 2020); *Seifert v. Gibson*, Adv. No. 20-01007 (Bankr. N.D. Ind. Jan. 29, 2020); *Reaves v. Jackson*, Adv. No. 20-00002 (Bankr. D. Ariz. Jan. 9, 2020); *Gillman v. Simister*, Adv. No. 19-02155 (Bankr. D. Utah Dec. 31, 2019); *Shaun Michael Byram and Julie Marie Byram*, No. 19-34015 (Bankr. N.D. Ohio Dec. 19, 2019); *Gillman v. Johnson* (Tammy Johnson), Adv. No. 19-02151 (Bankr. D. Utah Dec. 19, 2019); *Joshua J. Thiry and Samantha M. Thiry*, No. 19-33984 (Bankr. N.D. Ohio Dec. 16, 2019); *Tiffany Athena Wall and Todd Michael Wall*, No. 19-09104 (Bankr. S.D. Ind. Dec. 11, 2019); *Baumgart v. Janik*, Adv. No. 19-01126 (Bankr. N.D. Ohio Dec. 9, 2019); *Cruse v. Gomez*, Adv. No. 19-04196 (Bankr. E.D. Mo. Dec. 4, 2019); *Yoon v. Villagomez*, Adv. No. 19-02062 (Bankr. N.D. Ind. Dec. 2, 2019); *Sabina Thamhaks*, No. 19-28353 (Bankr. D. Utah Nov. 12, 2019); *King v. Tootle*, Adv. No. 19-01336 (Bankr. D. Colo. Nov. 7, 2019); *Friesinger v. Davis*, Adv. No. 19-03087 (Bankr. S.D. Ohio Oct. 22, 2019); *Menotte v. Anthony*, Adv. No. 19-01796 (Bankr. S.D. Fla. Oct. 29, 2019); *Yoon v. McGee*, Adv. No. 19-02050 (Bankr. N.D. Ind. Oct. 17, 2019); *Smith v. Moore*, Adv. No. 19-30055 (Bankr. S.D. Iowa Oct. 16, 2019); *Sacor Financial, Inc. v. Elder*, Adv. No. 19-00371 (Bankr. D. Ariz. Oct. 15, 2019); *Joseph Bondi*, No. 19-28655 (Bankr. N.D. Ill. Oct. 8, 2019); *Smith v. Morris*, Adv. No. 19-30053 (Bankr. S.D. Iowa Sept. 30, 2019); *Tardif v. Cassell*, Adv. No. 19-00483 (Bankr. M.D. Fla. Sept. 20, 2019); *Casamatta v. Scheffler*, Adv.

study purely to create a manageable sample, they present many of the same issues as do those cases in which discharge is initially denied. In almost all cases the revocation is granted on a default basis,⁶⁸ but the debtor may

No. 19-04042 (Bankr. D. Neb. Sept. 17, 2019); Corcoran v. Thompson, Adv. No. 19-03078 (Bankr. E.D. Mich. Sept. 16, 2019); Rashawn Lane't Kendrick, No. 19-06486 (Bankr. S.D. Ind. Aug. 30, 2019); Gillman v. Fordham, Adv. No. 19-02099 (Bankr. D. Utah Aug. 30, 2019); Gillman v. Reeves, Adv. No. 19-02097 (Bankr. D. Utah Aug. 28, 2019); Timothy Thomas Weber, No. 19-05561 (Bankr. M.D. Tenn. Aug. 28, 2019); Snyder v. Quam, Adv. No. 19-03075 (Bankr. D. Minn. Aug. 22, 2019); Thompson v. Callejo, Adv. No. 19-02090 (Bankr. D. Utah, Aug. 21, 2019); McDermott v. Williams (Earl Williams), Adv. No. 19-04361 (Bankr. E.D. Mich. Aug. 20, 2019); Jack Curtis Wright, II, No. 19-71064 (Bankr. S.D. Ind. Aug. 20, 2019); Casamatta v. Stafford, Adv. No. 19-04038 (Bankr. D. Neb. Aug. 12, 2019); Yoon v. Cardenas, Adv. No. 19-02041 (Bankr. N.D. Ind. Aug. 11, 2019); Mezzetti Financial Services, Inc. v. Bassett, Adv. No. 19-05039 (Bankr. N.D. Cal. Aug. 2, 2019); Wendy J. Burries, No. 19-91088 (Bankr. S.D. Ind. July 19, 2019); Cruse v. Weatherby, Adv. No. 19-02006 (Bankr. E.D. Mo. July 17, 2019); Wissel v. Raab, Adv. No. 19-57017 (Bankr. S.D. Ind. July 17, 2019); Charles Anthony Weber, No. 19-30905 (Bankr. W.D.N.C. July 1, 2019); Danaca Afton Roberts, No. 19-60653 (Bankr. D. Mont. June 28, 2019); John Michael Boyce and Tamra Sue Boyce, No. 19-14960 (Bankr. C.D. Cal. June 7, 2019); Raymond Edward Vitko, Jr., No. 19-01184 (Bankr. S.D. Iowa May 21, 2019); Naimah Indira Sewell, No. 19-04767 (Bankr. M.D. Fla. May 21, 2019); Dale Lawry, No. 19-01608 (Bankr. M.D. Fla. Apr. 29, 2019); Cherie Violet Baird and Jeremy Shannon Baird, No. 19-22780 (Bankr. D. Utah Apr. 22, 2019); Kelsey Michelle Myers, No. 19-70431 (Bankr. S.D. Ind. Apr. 8, 2019); Shannon Antoinette Versher, No. 19-40116 (Bankr. N.D. Ind. Apr. 1, 2019); Betty Kay Elrod, No. 19-90420 (Bankr. S.D. Ind. Mar. 22, 2019); Jennie Leonard, No. 19-01359 (Bankr. S.D. Ind. Mar. 8, 2019); Tony Deion Napier and Christy Eileen Napier, No. 19-90281 (Bankr. S.D. Ind. Feb. 28, 2019); Joel Mathew Cobb, No. 19-20337 (Bankr. N.D. Ga. Feb. 21, 2019); Kevin Lynn Nester, No. 19-20878 (Bankr. D. Utah, Feb. 18, 2019); Sharon L. Ferguson and Phil T. Ferguson, No. 19-20842 (Bankr. D. Utah Feb. 14, 2019); Ronnie Albert Revely, No. 19-30186 (Bankr. W.D.N.C. Feb. 12, 2019); Samuel Wayne Paris and Alisha Marie Paris, No. 19-70054 (Bankr. S.D. Ind. Jan. 16, 2019). It is striking that 35 of those 155 cases are in Indiana (20 in the S.D. Ind. and 15 in the N.D. Ind.), 21 cases are in the D. Ariz., and 32 are in the Tenth Circuit.

In some of those cases listed above that are not adversary proceedings the trustee entered into a settlement agreement with debtors who failed to turn over nonexempt estate property. Under the agreement the debtors agreed to make periodic payments to the trustee in amounts totaling the value of that property, and if they defaulted on any payment, their discharge would be denied or revoked by a simple notice filed with the court. The debtors defaulted. *See Byram; Thiry; Wall; Thamhaks; Timothy Weber; Wright; Burries; Charles Weber; Baird; Myers; Versher; Elrod; Leonard; Napier; Nester; Ferguson; Paris.* The trustee did the same after filing an adversary proceeding in *Ryckman* and *Alexis*. The discharge was revoked upon default.

In three cases, the debtor and U.S. trustee filed a stipulation waiving discharge without the filing of an adversary proceeding seeking revocation of discharge. *See Bondi; Vitko; Cobb.*

In five cases the court revoked discharge as a penalty for failure of the debtor to comply with a court directive to turn over property to the trustee without the trustee filing an adversary proceeding. *See Kendrick; Lawry; Roberts; Sewell; Revely.* Although refusal to obey a court order is grounds for revocation of discharge, § 727(d)(3), an action to revoke discharge must be commenced as an adversary proceeding under Fed. R. Bankr. P. 7001(4).

⁶⁸ *See Bryant; Perez; Noah Davis; Rodriguez; Brown; Frisby; Barker; King; Umscheid; Elizabeth Williams; Cork; Carlisle; Moore; Tapia; Schible; Tydings; Javier Sanchez; Spearman; Troy White; Coffin; Birch; Wallen; Stevenson; Cunningham; John Murphy; Mast; Fountain; Newell; Kevin Jackson; Larry Smith; Bennett; Burnham; Naomi Ligon; Blackburn; Acquan Johnson; Roach; Hendricks; Dawson; Charleston Murphy; Miller; Simpson; Holman; Nelson; Evans; Edwards; Gonzalez; Barr; Ackerland; Swartz; Wise; Gaddis; Ivan Williams; Elmy; Juan Sanchez; Moore; Young; Kandis Ligon;*

consent to the revocation of the discharge or execute a waiver of discharge in connection with the revocation.⁶⁹

I focused on the 187 cases filed in 2019 under chapter 7 (or filed under chapter 13 and converted to chapter 7) in which the debtor submitted a waiver of discharge for approval by the bankruptcy court or stipulated to a denial of discharge without executing a waiver.⁷⁰ One of them was not

Tefft; Ronald White; Brockington; Mark Thomas; Reeder; Parker; Marsh; Kieff; Romero; Broussard; Frazer; Ward; Harris; Hoeck; Sitar; Cabrera; Hysom; Igwe; Ogden; Olivas; Wick; Lopez-Castanon; Herbert; Ley; Garcia Magallanes; Buford; Kukuk; Muldrow; Long; Edward Williams; Adrian Johnson; Sims; Jordan; Lade; Larsin; Cucu; Gibson; Jackson; Simister; Tammy Johnson; Gomez; Villagomez; Tootle; Davis; Anthony; McGee; Moore; Elder; Morris; Scheffler; Thompson; Fordham; Reeves; Quam; Callejo; Earl Williams; Stafford; Cardenas; Bassett; Weatherby; Raab. Cf. Mclaughlin; Kelly; Janik (discharge revoked by summary judgment).

⁶⁹ See, e.g., *Leighton* (Consent Judgment Order, Doc. 10, filed Aug. 27, 2021); *Rivera Cruz* (Agreed Order and Judgment Revoking and Denying Discharge, Doc. 8, filed Dec. 29, 2020); *Nicholson* (Motion to Approve Compromise of Controversies, Doc. 15, filed Apr. 4, 2021); *Wetter* (Order Revoking Discharge, Doc. 34, filed Mar. 26, 2021); *Garces* (Stipulation and Consent Order Revoking Discharge, Doc. 25, filed Jan. 5, 2021); *Littlefield* (Consent Judgment, Doc. 10, filed June 4, 2020); *Bondi* (Revocation and Voluntary Waiver of Discharge, Doc. 57, filed Oct. 23, 2020); *Cassell* (Consent Final Judgment Revoking Discharge, Doc. 12, filed Feb. 7, 2020); *Boyce* (Stipulation re: Revocation and/or Waiver of Discharge Pursuant to 11 U.S.C. §§ 727(A)(10) and 727(D)(2), Doc. 59, filed Aug. 17, 2020); *Vitko*, (Stipulation and Consent to Entry of Order Revoking Discharge, Doc. 14, filed Mar. 2, 2020); *Cobb* (Stipulation and Written Waiver of Discharge Under 11 U.S.C. § 727(a)(10), Doc. 39, filed Mar. 2, 2020); *Nester* (Debtor's Waiver of Discharge, Doc. 73, filed Oct. 29, 2020).

⁷⁰ See Jodi Portner, No. 19-18042 (Bankr. E.D. Pa. Dec. 31, 2019); Deane S. Petzel, No. 19-24932 (Bankr. W.D. Pa. Dec. 31, 2019); Mathew Alexander Wells and Emily Ann Wells, No. 19-82926 (Bankr. N.D. Ill. Dec. 27, 2019); Walter J. Sytnik, No. 19-22780 (Bankr. D.N.J. Dec. 26, 2019); Thomas W. Bashara, No. 19-74721 (Bankr. E.D. Va. Dec. 2, 2019); Patricia A. Willis, No. 19-12599 (Bankr. W.D.N.Y. Dec. 20, 2019); Pat N. Archuleta, No. 19-12905 (Bankr. D.N.M. Dec. 20, 2019); Michael P. Callies, No. 19-82915 (Bankr. N.D. Ill. Dec. 20, 2019); Christopher Reed, No. 19-82887 (Bankr. N.D. Ill. Dec. 18, 2019); Mat McClure and Mary Gloria McClure, No. 19-70175 (Bankr. W.D. Tex. Dec. 11, 2019); Mansel L. Zeck, No. 19-20483 (Bankr. D. Colo. Dec. 10, 2019); Leon Lowenthal, No. 19-24115 (Bankr. S.D.N.Y. Dec. 6, 2019); Tracy Lynn Armstrong-Reuter, No. 19-31663 (Bankr. N.D.N.Y. Dec. 4, 2019); Michael J. Williams, Jr. and Elizabeth Williams, No. 19-82752 (Bankr. N.D. Ill. Nov. 30, 2019); Ronald D. Miller, No. 19-82725 (Bankr. N.D. Ill. Nov. 26, 2019); Bruce Hayes, No. 19-20373 (Bankr. C.D. Cal. Nov. 26, 2019); Sheri Herskovits, No. 19-78057 (Bankr. E.D.N.Y. Nov. 26, 2019); Traycee J. Edmondson, No. 19-33466 (Bankr. N.D. Ill. Nov. 25, 2019); Amjed Faraj Hatu, No. 19-05428 (Bankr. E.D.N.C. Nov. 25, 2019); Hasan Elmehrek and Nagla Swedan, No. 19-20295 (Bankr. C.D. Cal. Nov. 22, 2019); Daniel Cody Arvin, No. 19-52274 (Bankr. E.D. Ky. Nov. 22, 2019); Tanya Nicole Ingram, No. 19-68762 (Bankr. N.D. Ga. Nov. 21, 2019); Samuel Affum Awusi, No. 19-25583 (Bankr. D. Md. Nov. 21, 2019); Todd Allen Barnhardt and Stacy Rene Barnhardt, No. 19-13897 (Bankr. W.D. Wis. Nov. 20, 2019); Joshua Thomas Williams, No. 19-02720 (Bankr. S.D. Iowa Nov. 19, 2019); Glenn Alan Brady, No. 19-32109 (Bankr. N.D. Ind. Nov. 15, 2019); Christopher M. Waddington and Dawn M. Waddington, No. 19-17144 (Bankr. E.D. Pa. Nov. 13, 2019); Richard Mathew Johnson, No. 19-05970 (Bankr. D.S.C. Nov. 12, 2019); James S. Alexander, No. 19-14096 (Bankr. S.D. Ohio Nov. 8, 2019); Zara Gemilyan, No. 19-12817 (Bankr. C.D. Cal. Nov. 8, 2019); Yuphalet Matheny, No. 19-52223 (Bankr. S.D. Miss. Nov. 7, 2019); Roger Dale Oliver, No. 19-22223 (Bankr. N.D. Ga. Nov. 7, 2019); Stephanie Sue Kendall, No. 19-57102 (Bankr. S.D. Ohio Nov. 1, 2019); Michael R. Ledvora, No. 19-82508 (Bankr. N.D. Ill. Oct. 30, 2019); Thomas J. Polselli, Jr., No. 19-11665 (Bankr. D.R.I. Oct. 30, 2019); Frank Triantos, No. 19-16763 (Bankr. E.D. Pa. Oct. 30, 2019); Eric C. Blue, No. 19-33568

(Bankr. N.D. Tex. Oct. 29, 2019); Roger Dvorak and Nancy Dvorak, No. 19-33372 (Bankr. D. Minn. Oct. 28, 2019); Guy Wayne Watson, No. 19-11408 (Bankr. S.D. Ga. Oct. 24, 2019); Danielle Lynn Sprik, No. 19-12167 (Bankr. N.D. Okla. Oct. 21, 2019); Michelle M. Sintic, No. 19-16492 (Bankr. N.D. Ohio Oct. 21, 2019); David F. Woodrow, No. 19-54886 (Bankr. E.D. Mich. Oct. 18, 2019); Kevin Dale Wright, No. 19-52465 (Bankr. W.D. Tex. Oct. 17, 2019); Alesio Dominic Panaccio, No. 19-16529 (Bankr. E.D. Pa. Oct. 17, 2019); Charles M. Smith III, No. 19-11604 (Bankr. D.R.I. Oct. 16, 2019); Sharay Alexander Howell, No. 19-14211 (Bankr. N.D. Miss. Oct. 16, 2019); Malcolm I. Stewart and Elizabeth J. Stewart, No. 19-10535 (Bankr. D. Me. Oct. 9, 2019); Linda Ann Anderson, No. 19-43024 (Bankr. D. Minn. Oct. 7, 2019); Linda N. Ukomadu, No. 19-54271 (Bankr. E.D. Mich. Oct. 7, 2019); Robert Stone Johnson, No. 19-05264 (Bankr. D.S.C. Oct. 6, 2019); Erika Y. Tirado, No. 19-18732 (Bankr. C.D. Cal. Oct. 3, 2019); Joseph Marino and Maxine Helena Marino, No. 19-52280 (Bankr. W.D. Tex. Sept. 27, 2019); Timothy William Frye and Rebecca Jo Frye, No. 19-90954 (Bankr. C.D. Ill. Sept. 26, 2019); Wade C. Raper, No. 19-30504 (Bankr. W.D. Mo. Sept. 23, 2019); Angelice Hunter, No. 19-13475 (Bankr. S.D. Ohio Sept. 20, 2019); John T. Henry, No. 19-55954 (Bankr. S.D. Ohio Sept. 16, 2019); Matthew James Wolford and Lacy Lyn Wolford, No. 19-55890 (Bankr. S.D. Ohio Sept. 13, 2019); Teinen F. Dias, No. 19-13050 (Bankr. D. Mass. Sept. 9, 2019); Matthew D. Gray, No. 19-42722 (Bankr. D. Minn. Sept. 4, 2019); Vickie L. Thorp, No. 19-15505 (Bankr. N.D. Ohio Sept. 4, 2019); Bergen Rose Hashemian, No. 19-43613 (Bankr. N.D. Tex. Sept. 2, 2019); Roxanne Baxa Jose and Jayvin Pacag Jose, No. 19-01108 (Bankr. D. Hawaii Aug. 30, 2019); Shad A. McKay and Paula M. McKay, No. 19-81231 (Bankr. C.D. Ill. Aug. 28, 2019); Michelle Swink, No. 19-21467 (Bankr. D. Md. Aug. 27, 2019); James R. Richardson, No. 19-05494 (Bankr. M.D. Tenn. Aug. 26, 2019); John D. Jones, No. 19-31373 (Bankr. W.D. La. Aug. 26, 2019); Karen Gardiner, No. 19-05422 (Bankr. M.D. Fla. Aug. 19, 2019); Jason Jon Garrett and Melissa Marie Garrett, No. 19-28023 (Bankr. E.D. Wis. Aug. 19, 2019); Ronald Gene Lyons, No. 19-30367 (Bankr. S.D. W. Va. Aug. 18, 2019); Mariah J. Lattimore, No. 19-12997 (Bankr. S.D. Ohio Aug. 15, 2019); Aghee William Smith and Susan Blair Smith, No. 19-25091 (Bankr. E.D. Cal. Aug. 13, 2019); Josh D. Levine, No. 19-10058 (Bankr. D. Ariz. Aug. 12, 2019); Ricky R. Karnopp and Tary L. Karnopp, No. 19-12578 (Bankr. W.D. Wis. July 31, 2019); Marshall Edward Blackmon, No. 19-04009 (Bankr. D.S.C. July 31, 2019); Debra Adkins Riffe-Corder, No. 19-07277 (Bankr. M.D. Fla. July 31, 2019); Yorketta Ann Agnew, No. 19-21301 (Bankr. N.D. Ill. July 30, 2019); Michael Allen Clark and Gladys Deanna Clark, No. 19-05519 (Bankr. S.D. Ind. July 26, 2019); Natalie Paige Cochran, No. 19-50122 (Bankr. S.D. W. Va. July 24, 2019); Kelly Lynette Johnson, No. 19-49953 (Bankr. E.D. Mich. July 18, 2019); Kellie Massey Davis, No. 19-61088 (Bankr. N.D. Ga. July 17, 2019); Rodney Naylor and Christy Naylor, No. 19-11251 (Bankr. N.D. Ind. July 16, 2019); Douglas Alan Yates, No. 19-04443 (Bankr. M.D. Tenn. July 13, 2019); Carl Oswald Wiestehube, No. 19-08475 (Bankr. D. Ariz. July 19, 2019); Kevin B. Tos, No. 19-03598 (Bankr. D.S.C. July 5, 2019); Ketan Davae, No. 19-12281 (Bankr. D. Mass. July 1, 2019); Mellissa Anne Gorton, No. 19-11236 (Bankr. N.D.N.Y. July 1, 2019); Reina Isabel Cerros, No. 19-17598 (Bankr. C.D. Cal. June 28, 2019); Todd Ryan Ruquet, No. 19-03431 (Bankr. D.S.C. June 27, 2019); Anita Lyn Mosley, No. 19-50494 (Bankr. W.D. Ky. June 27, 2019); Diana J. Arrington and Jeremy C. Arrington, No. 19-12147 (Bankr. W.D. Wis. June 21, 2019); Christopher A. Tsonton, No. 19-51436 (Bankr. N.D. Ohio June 20, 2019); Dung N. Nguyen, No. 19-40794 (Bankr. S.D. Ga. June 11, 2019); Nicholas R. Haluta and Elizabeth J. Haluta, No. 19-81391 (Bankr. N.D. Ill. June 7, 2019); Joseph J. Nemeth Sr. and Michelle K. Nemeth, No. 19-25569 (Bankr. E.D. Wis. June 6, 2019); Mary Y. Dadzie, No. 19-17612 (Bankr. D. Md. June 4, 2019); Louis John Capra, No. 19-15935 (Bankr. N.D. Ill. June 4, 2019); Eddie Mark Chavez, No. 19-14780 (Bankr. C.D. Cal. May 31, 2019); Raymond Edward Sahadeo, No. 19-23457 (Bankr. E.D. Cal. May 30, 2019); Raynard Angelo Johnson, No. 19-50462 (Bankr. W.D. Va. May 30, 2019); Thomas Peter Fenn and Josie Ann Fenn, No. 19-02858 (Bankr. D.S.C. May 29, 2019); Deborah Jean Hughes, No. 19-12052 (Bankr. C.D. Cal. May 28, 2019); Calvin Odell Johnson, No. 19-30224 (Bankr. May 24, 2019); Alejandro Fabian Scolnik and Gladys E. Ulloa Scolnik, No. 19-16856 (Bankr. S.D. Fla. May 23, 2019); Rochel Leilani Miller and Martin Million Miller, IV, No. 19-00650 (Bankr. D. Hawaii May 22, 2019); Lakenya Katrise Acevedo Gonzalez, No. 19-41374 (Bankr. E.D. Tex. May 22, 2019); Michael R. McMath, No. 19-51208 (Bankr. N.D. Ohio May 22, 2019); Daniel Hyun You, No. 19-15982 (Bankr. C.D. Cal. May 22, 2019); Shirley

J. Anderson, No. 19-14562 (Bankr. N.D. Ill. May 21, 2019); Tesfamichael Kahassai, No. 19-14586 (Bankr. N.D. Ill. May 21, 2019); Scott T. Holgerson, No. 19-50685 (Bankr. D. Conn. May 17, 2019); Michael T. Wan and Xinyan Wan, No. 19-47187 (Bankr. E.D. Mich. May 10, 2019); Robert M. Pfender and Patricia A. Pfender, No. 19-13080 (Bankr. E.D. Pa. May 10, 2019); Jose R. Villavicencio, No. 19-52861 (Bankr. S.D. Ohio May 1, 2019); Chunxia Qin, No. 19-00549 (Bankr. D. Hawaii Apr. 29, 2019); Barbara Sue Wood, No. 19-61345 (Bankr. D. Or. Apr. 29, 2019); Alver M. Merrill, Jr., No. 19-02406 (Bankr. S.D. Cal. Apr. 26, 2019); Matthew Paul Taylor, No. 19-90404 (Bankr. C.D. Ill. Apr. 25, 2019); Anissa G. Lewis, No. 19-40761 (Bankr. N.D. Ohio Apr. 24, 2019); Pamela Kathryn Conley, No. 19-80583 (Bankr. E.D. Okla. Apr. 24, 2019); Efrain Cruz and Cheryl S. Cintron Serrano, No. 19-02194 (Bankr. D.P.R. Apr. 22, 2019); Blanca Zarza Juarez, No. 19-11328 (Bankr. N.D. Ill. Apr. 18, 2019); Juanita Bradley, No. 19-56010 (Bankr. N.D. Ga. Apr. 17, 2019); Constantin Kari, No. 19-11032 (Bankr. N.D. Ill. Apr. 16, 2019); William Mark Sullivan and Michelle Ann Sullivan, No. 19-10757 (Bankr. N.D. Okla. Apr. 15, 2019); Stephen A. Thomas, No. 19-12194 (Bankr. N.D. Ohio Apr. 12, 2019); Tonia Linette McCord, No. 19-14775 (Bankr. D. Md. Apr. 9, 2019); Michael Frantz, No. 19-23077 (Bankr. E.D. Wis. Apr. 9, 2019); Icy Lee Williams, No. 19-11167 (Bankr. S.D. Ohio Apr. 1, 2019); Mahadeo Bassant, No. 19-14236 (Bankr. S.D. Fla. Mar. 30, 2019); Yvette C. Peralta, No. 19-10489 (Bankr. D.R.I. Mar. 29, 2019); Dustin Matthew McGaw, No. 19-12226 (Bankr. D. Colo. Mar. 26, 2019); Andre Camille and Lucilia Camille, No. 19-10954 (Bankr. D. Mass. Mar. 25, 2019); Robert Schoen, No. 19-11783 (Bankr. E.D. Pa. Mar. 23, 2019); Stephen Auditore, No. 19-30900 (Bankr. S.D. Ohio Mar. 23, 2019); Anthony Tyrone King, No. 19-22327 (Bankr. E.D. Wis. Mar. 21, 2019); Jiles Charles Walker, No. 19-02466 (Bankr. M.D. Fla. Mar. 21, 2019); Roxanne Marie Lapoint, No. 19-40763 (Bankr. D. Minn. Mar. 20, 2019); Norberto Pimentel and Erica Pimentel, No. 19-13059 (Bankr. C.D. Cal. Mar. 20, 2019); Karl W. Miller, Sr., No. 19-11014 (Bankr. W.D. Okla. Mar. 20, 2019); Mindy Chapman-Shapiro, No. 19-10481 (Bankr. C.D. Cal. Mar. 19, 2019); Orlando M. Perdomo, Jr., No. 19-10812 (Bankr. E.D. Va. Mar. 14, 2019); Kimberlee Kennedy and Jason Gettings, No. 19-21538 (Bankr. D. Utah Mar. 14, 2019); Lauren Shawnte Walden, No. 19-02748 (Bankr. D. Ariz. Mar. 13, 2019); Paulette Johnson and Jesse E. Deitrich, No. 19-00972 (Bankr. M.D. Pa. Mar. 12, 2019); Dewey T. Greer, No. 19-60424 (Bankr. W.D. Va. Feb. 28, 2019); Demetrius Rayshaun Brown, No. 19-42818 (Bankr. E.D. Mich. Feb. 28, 2019); Dina Shafraan, No. 19-13914 (Bankr. D.N.J. Feb. 26, 2019); Mario J. Guzman Vazquez and Marinelis Rivera Rodriguez, No. 19-01171 (Bankr. M.D. Fla. Feb. 25, 2019); Francis Edward Williams, No. 19-30447 (Bankr. N.D. Ohio Feb. 23, 2019); David Brian Smith and Alice Sue Smith, No. 19-10768 (Bankr. E.D. Tenn. Feb. 22, 2019); Mark A. Osterman and Patricia L. Osterman, No. 19-10240 (Bankr. D.N.H. Feb. 22, 2019); Dale Laney Holt and Dana Furman Holt, No. 19-30889 (Bankr. E.D. Va. Feb. 22, 2019); Gerasimos Kokosis and Laura Kokosis, No. 19-80367 (Bankr. N.D. Ill. Feb. 22, 2019); Reginald G. Holden, III, No. 19-50344 (Bankr. N.D. Ohio Feb. 21, 2019); Sondra Louise Leslie, No. 19-40054 (Bankr. N.D. Ind. Feb. 20, 2019); Robert Dale Adkins and Brenda Gail Adkins, No. 19-30056 (Bankr. S.D. W. Va. Feb. 19, 2019); Patricia Moore and Danny R. Moore, No. 19-10329 (Bankr. D.N.M. Feb. 15, 2019); Judah M. Burstyn, No. 19-12052 (Bankr. S.D. Fla. Feb. 15, 2019); Rabi Zakaria Omar, No. 19-00907 (Bankr. D.S.C. Feb. 14, 2019); Eric Mitchell Westbury, Sr., No. 19-11874 (Bankr. D. Md. Feb. 13, 2019); Darwin Daniel Koslicki and Cheryl Mary Koslicki, No. 19-10621 (Bankr. E.D. Tenn. Feb. 13, 2019); Gary Edwin Lapoint, Jr., No. 19-30407 (Bankr. D. Minn. Feb. 13, 2019); Sevak Arutyunyan, No. 19-11467 (Bankr. C.D. Cal. Feb. 12, 2019); Larry S. Bassett, No. 19-20023 (Bankr. E.D. Tex. Feb. 12, 2019); Morty C. Hodge, No. 19-20268 (Bankr. N.D. Ga. Feb. 11, 2019); Michael Joseph Hixon, No. 19-40289 (Bankr. W.D. Mo. Feb. 8, 2019); Christopher M. Martin, No. 19-30310 (Bankr. N.D. Ohio Feb. 7, 2019); Elia J. Zois and Mariana Zois, No. 19-12556 (Bankr. D.N.J. Feb. 6, 2019); Natasha Redden, No. 19-10188 (Bankr. D. Del. Jan. 31, 2019); Yongming Sui, No. 19-10781 (Bankr. C.D. Cal. Jan. 31, 2019); Sean Brauser, No. 19-50152 (Bankr. N.D. Ohio Jan. 29, 2019); Bunnarith Chea, No. 19-30408 (Bankr. S.D. Tex. Jan. 29, 2019); Dreama L. Woodby, No. 19-50467 (Bankr. S.D. Ohio Jan. 28, 2019); Angel Almonte, No. 19-10410 (Bankr. E.D. Pa. Jan. 23, 2019); Raeda A. Abdallah, No. 19-00279 (Bankr. M.D. Pa. Jan. 23, 2019); Michael P. Petrillo and Christina M. Petrillo, No. 19-10089 (Bankr. D.R.I. Jan. 22, 2019); Bahram Zendedel, No. 19-10549 (Bankr. C.D. Cal. Jan. 18, 2019); Mario Alberto Porras, No. 19-20111 (Bankr. N.D. Ind. Jan. 16, 2019); Shirley Renee

approved by the court as it was conditioned upon dismissal of the case.⁷¹ Fifteen of those 187 cases were in the Northern District of Illinois, more than in any other jurisdiction.⁷²

B. CONTENTS OF A WAIVER.

Most waivers of discharge or stipulations are drafted by the party seeking to deny the debtor a discharge and not by the debtor himself or herself. In fact, the forms of waiver in several of the cases are virtually identical and clearly demonstrate that they were prepared by the U.S. trustee for the debtor's signature.⁷³

Holmes, No. 19-50852 (Bankr. N.D. Ga. Jan. 16, 2019); Dario J. Canas Rivera, No. 19-70408 (Bankr. E.D.N.Y. Jan. 16, 2019); Amber Susana Denton, No. 19-10168 (Bankr. E.D. Tenn. Jan. 16, 2019); Niesha D. Tinsley, No. 19-30207 (Bankr. E.D. Va. Jan. 15, 2019); Sonia Teresa Cochrane, No. 19-20164 (Bankr. E.D. Cal. Jan. 11, 2019); Kimberly Ann Ross, No. 19-40027 (Bankr. D. Minn. Jan. 7, 2019); Joseph Balsamo, No. 19-22030 (Bankr. S.D.N.Y. Jan. 7, 2019); Gary L. Shearer and Sharon Shearer, No. 19-10016 (Bankr. S.D. Ohio Jan. 3, 2019); Dennis Wilkerson and Amanda Wilkerson, No. 19-80007 (Bankr. E.D. Okla. Jan. 3, 2019).

In one of these cases, *Capra*, the debtor waived the discharge while in chapter 11, but the case was subsequently converted to chapter 7 and the waiver expressly provided that it was applicable if the case was converted. In another, *Tinsley*, the docket indicates that the debtor was ineligible for a discharge under § 727(a)(8), but the debtor filed a waiver of discharge nevertheless (which makes no mention of § 727(a)(8)).

⁷¹ See Eric Blue, No. 19-33568 (Bankr. N.D. Tex. Oct. 29, 2019) (Order Denying Debtor Eric Blue's Motion to approve Waiver of Discharge, Doc. 247, filed June 9, 2021).

⁷² Other districts with multiple cases in which the debtor waived or stipulated to a denial of discharge were the C.D. Cal. (thirteen cases); S.D. Ohio (eleven cases); N.D. Ohio (ten cases); D.S.C. (seven cases); E.D. Pa. (seven cases); N.D. Ga. (six cases); D. Minn. (six cases); E.D. Mich. (five cases); D. Md. (five cases); M.D. Fla. (four cases); N.D. Ind. (four cases); D.R.I. (four cases); S.D. W. Va. (four cases); E.D. Va. (four cases); E.D. Wis. (four cases); E.D. Cal. (three cases); D. Hawaii (three cases); D. Mass. (three cases); D. Ariz. (three cases); E.D. Tenn. (three cases); S.D. Fla. (three cases); W.D. Tex. (three cases); W.D. Wis. (three cases); C.D. Ill. (three cases); D.N.J. (three cases); D.N.M. (two cases); W.D. Va. (two cases); S.D. Ga. (two cases); N.D. Okla. (two cases); W.D. Mo. (two cases); N.D. Tex. (two cases); E.D. Tex. (two cases); M.D. Pa. (two cases); S.D.N.Y. (two cases); N.D.N.Y. (two cases); E.D. Okla. (two cases); D. Colo. (two cases); E.D.N.Y. (two cases); M.D. Tenn. (two cases).

⁷³ See, e.g., "Stipulation and Order Denying Debtor's Discharge" used in E.D. Pa. (*Portner; Panaccio; Schoen*); "Voluntary Waiver of Discharge Pursuant to § 727(a)(10)" used in N.D. Ill. Western Division (*Wells; Callies; Reed; Michael Williams; Ronald Miller; Ledvora*); "Waiver of Discharge" used in E.D. Va. Richmond Division (*Holt; Tinsley*); "Stipulation Regarding [Debtor's] Waiver of Discharge" used in D.N.M. (*Archuleta; Moore*); "[Name of Debtor] Waiver of Discharge" used in D. Md. (*Awusi; Dadzie; Westbury; McCord*); "Written Waiver of Discharge" used in D.S.C. (*Blackmon; Tos; Ruquet; Fenn; Omar*); "Consent Order Denying the Debtor a Discharge" used in D.S.C. (*Richard Johnson; Robert Johnson*); "Waiver of Chapter 7 Discharge" used in S.D. Ohio (*James Alexander; Hunter; Henry; Wolford; Villavicencio; Woodby; Shearer*); "Joint Motion for Entry of Stipulated Judgement Approving Waiver of Discharge" used in S.D. Ga. (*Guy Watson; Nguyen*); "Waiver of Discharge of [Name of Debtor]" used in W.D. Tex. (*Wright; Marino*); "Memorandum of Fact and Law" used in D. Minn. (*Linda Anderson; Gray; Roxanne Lapoint; Gary Lapoint; Ross*); "Waiver of Discharge; Declaration of [Name of Debtor]" used in D. Hawaii (*Jose, Rochel Miller; Qin*); "Written Waiver of Discharge by Debtor" used in M.D. Fla. Tampa Div. (*Riffe-Corder; Walker*); "[Name of Debtor(s)]'s Voluntary Waiver of Discharge" used in E.D. Wis. (*Garrett; King; Nemeth*); "Stipulation for Waiver of

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As a result, the content of a waiver or stipulation does not vary much from debtor to debtor within a particular federal district. All waivers must be signed by the debtor and obviously include language in which the debtor consents to denial of a discharge or waives the discharge.⁷⁴ (Although some

Discharge” used in S.D. W. Va. (*Lyons; Cochran; Calvin Johnson; Adkins*); “Waiver of Discharge of [Name of Debtor]” used in W.D. Va. (*Raynard Johnson; Greer*); “[Name of Debtor]’s Voluntary waiver of Discharge Pursuant to 11 U.S.C. § 727(a)(10)” used in W.D. Wis. (*Barnhardt; Karnopp; Arrington*); “Agreed Order Resolving the U.S. Trustee’s Investigation Regarding Denial of Debtor’s Discharge” used in M.D. Tenn. (*Yates; Richardson*).

Two of the motions requesting an order to approve the debtor’s waiver of discharge has the name of a different debtor in the heading, indicating that the attorney at the U.S. trustee’s office simply marked up a prior motion for the current debtor. The written waivers themselves were identical to the prior debtor’s waiver and were clearly drafted by the attorney for the U.S. trustee rather than by the debtor. *See* Debra Adkins Riffe-Corder, No. 19-07277 (Bankr. M.D. Fla. July 31, 2019) (United States Trustee’s Motion Requesting Order Approving Ivan Amnay’s Written Waiver of Discharge, Doc. 18, filed Nov. 18, 2019); Jiles Charles Walker, No. 19-02466 (Bankr. M.D. Fla. Mar. 21, 2019) (United States Trustee’s Motion Requesting Order Approving Ivan Amnay’s Written Waiver of Discharge, Doc. 57, filed Nov. 29, 2019).

⁷⁴ *See* Jodi Portner, No. 19-18042 (Bankr. E.D. Pa. Dec. 31, 2019) (Stipulation and Order Denying Debtor’s Discharge, Doc. 40, filed June 26, 2020); Mathew Alexander Wells and Emily Ann Wells, No. 19-82926 (Bankr. N.D. Ill. Dec. 27, 2019) (Voluntary Waiver of Discharge Pursuant to § 727(a)(10), Doc. 20-1, filed Apr. 29, 2020); Walter J. Sytnik, No. 19-33780 (Bankr. D.N.J. Dec. 26, 2019) (Consent Order Denying Discharge, Doc. 63, filed July 20, 2021); Thomas W. Bashara, No. 19-74721 (Bankr. E.D. Va. Dec. 23, 2019) (Waiver of Discharge, Doc. 187-1, filed Dec. 15, 2020); Patricia A. Willis, No. 19-12599 (Bankr. W.D.N.Y. Dec. 20, 2019) (Affidavit of Waiver of Discharge, Doc. 37-1, filed July 7, 2020); Pat N. Archuleta, No. 19-12905 (Bankr. D.N.M. Dec. 20, 2019) (Stipulation Regarding Defendant/Debtor Pat N. Archuleta’s Waiver of Discharge, filed in *Lashinsky v. Archuleta*, Adv. No. 10-01036, Doc. 6, filed Aug. 24, 2020); Michael P. Callies, No. 19-82915 (Bankr. N.D. Ill. Dec. 20, 2019) (Voluntary Waiver of Discharge Pursuant to § 727(a)(10), Doc. 24, filed June 16, 2020); Christopher Reed, No. 19-82887 (Bankr. N.D. Ill. Dec. 18, 2019) (Voluntary Waiver of Discharge Pursuant to § 727(a)(10), Doc. 25-1, filed Nov. 18, 2020); Mat McClure and Mary Gloria McClure, No. 19-70175 (Bankr. W.D. Tex. Dec. 11, 2019) (Stipulation to Waiver and Denial of Discharges, filed in *Hobbs v. McClure*, Adv. No. 20-07006 (Bankr. W.D. Tex. May 18, 2020), Doc. 6, filed July 2, 2020); Mansel L. Zeck, No. 19-20483 (Bankr. D. Colo. Dec. 10, 2019) (Stipulated Motion to Approve Waiver of Discharge, filed in *Layng v. Zeck*, Adv. No. 20-01165 (Bankr. D. Colo. June 3, 2019), Doc. 36, filed Mar. 29, 2021); Leon Lowenthal, No. 19-24115 (Bankr. S.D.N.Y. Dec. 6, 2019) (Stipulation and Order of Waiver of Discharge, Doc. 127, filed Jan. 7, 2021); Tracy Lynn Armstrong-Reuter, No. 19-31663 (Bankr. N.D.N.Y. Dec. 4, 2019) (Stipulation and Consent Order Waiving Discharge of Debtor Pursuant to 11 U.S.C. § 727(a)(10) and for Entry of Judgment Denying Discharge, Doc. 36, filed Feb. 25, 2020); Michael J. Williams, Jr. and Elizabeth Williams, No. 19-82752 (Bankr. N.D. Ill. Nov. 30, 2019) (Voluntary Waiver of Discharge Pursuant to § 727(a)(10), Doc. 33-1, filed June 4, 2019); Daniel Cody Arvin, No. 19-52274 (Bankr. E.D. Ky. Nov. 22, 2019) (Stipulation Denying Discharge and Order, Doc. 34, filed June 20, 2020); Ronald D. Miller, No. 19-82725 (Bankr. N.D. Ill. Nov. 26, 2019) (Voluntary Waiver of Discharge Pursuant to § 727(a)(10), Doc. 70, filed Aug. 7, 2020); Bruce Hayes, No. 19-20373 (Bankr. C.D. Cal. Nov. 26, 2019) (Stipulation Between Plaintiff and Defendant to Settle Adversary Proceeding and for Entry of Judgment in Favor of Plaintiff Pursuant to 11 U.S.C. § 727(a)(10), entered in U.S. Trustee v. Hayes, Adv. No. 20-01132 (Bankr. C.D. Cal. July 29, 2020); Sheri Herskovits, No. 19-78057 (Bankr. E.D.N.Y. Nov. 26, 2019) (Stipulation and Order Waiving the Debtor’s Discharge Pursuant to 11 U.S.C. § 727(a)(10), Doc. 32, filed June 1, 2020); Traycee J. Edmondson, No. 19-33466 (Bankr. N.D. Ill. Nov. 25, 2019) (Traycee J. Edmondson’s Voluntary Waiver of Discharge, Doc. 48-2, filed Apr. 28, 2020); Amjed Faraj Hatu, No. 19-05428 (Bankr. E.D.N.C. Nov. 25, 2019) (Waiver of

Discharge Pursuant to 11 U.S.C. § 727(a)(10) and Motion for Court Approval of Written Waiver of Discharge, Doc. 364, filed Oct. 26, 2021); Hasan Elmehrek and Nagla Swedan, No. 19-20295 (Bankr. C.D. Cal. Nov. 22, 2019) (Stipulation Between Plaintiff and Defendants to Settle Adversary Proceeding and for Entry of Judgment in Favor of Plaintiff Pursuant to 11 U.S.C. § 727(a)(10), entered in U.S. Trustee v. Swedan, Adv. No. 20-01048 (Bankr. C.D. Cal. Apr. 29, 2020), Doc. 21, filed Sept. 15, 2020); Samuel Affum Awusi, No. 19-25583 (Bankr. D. Md. Nov. 21, 2019) (waiver of discharge filed May 12, 2021); Todd A. Barnhardt and Stacy R. Barnhardt, No. 19-13897 (Bankr. W.D. Wis. Nov. 20, 2019) (Todd A. Barnhardt's Voluntary Waiver of Discharge Pursuant to 11 U.S.C. § 727(A)(10), Doc. 118, filed Nov. 25, 2020); Joshua Thomas Williams, No. 19-02720 (Bankr. S.D. Iowa Nov. 19, 2019) (Stipulation and Consent to Entry of Order Denying Discharge and Waiver of Discharge, Doc. 66, filed Apr. 28, 2021); Glenn Alan Brady, No. 19-32109 (Bankr. N.D. Ind. Nov. 15, 2019) (Agreed Order and Judgment Waiving Discharge, Doc. 46, filed Mar. 11, 2021); Christopher M Waddington and Dawn M. Waddington, No. 19-17144 (Bankr. Nov. 13, 2019) (Waiver of Discharge, Doc. 32-2, filed Feb. 20, 2020); Richard Mathew Johnson, No. 19-05970 (Bankr. D.S.C. Nov. 12, 2019) (Consent Order Denying the Debtor a Discharge, Doc. 57, filed Jan. 5, 2021); James S. Alexander, No. 19-14096 (Bankr. S.D. Ohio Nov. 8, 2019) (Waiver of Chapter 7 Discharge, Doc. 60, filed June 18, 2020); Zara Gemilyan, No. 19-12817 (Bankr. C.D. Cal. Nov. 8, 2019) (Stipulation for Waiver of Defendant's Discharge, Entry of Judgment, and Closing of Adversary Proceeding, entered in U.S. Trustee v. Gemilyan, Adv. No. 20-01045 (Bankr. C.D. Cal. Apr. 13, 2020), Doc. 10, filed May 21, 2020); Yuphalet Matheny, No. 19-52223 (Bankr. S.D. Miss. Nov. 7, 2019) (Waiver of discharge, Doc. 54-1, filed Mar. 26, 2020); Roger Dale Oliver, No. 19-22223 (Bankr. N.D. Ga. Nov. 7, 2019) (Stipulation and Written Waiver of Discharge Under 11 U.S.C. § 727(a)(10), Doc. 22, filed Jan. 28, 2020); Michael R. Ledvora, No. 19-82508 (Bankr. N.D. Ill. Oct. 30, 2019); Thomas J. Polselli, Jr., No. 19-11665 (Bankr. D.R.I. Oct. 30, 2019) (Stipulation Denying Discharge, filed in U.S. Trustee v. Polselli, Adv. No. 20-01010 (Bankr. D.R.I. May 11, 2020), Doc. 7, filed June 25, 2020); Frank Triantos, No. 19-16763 (Bankr. E.D. Pa. Oct. 30, 2019) (Stipulation and Order Approving the Waiver of Discharge and Closing Adversary Case, Doc. 38, filed Sept. 29, 2021); Eric C. Blue, No. 19-33568 (Bankr. N.D. Tex. Oct. 29, 2019) (Declaration of Eric Corey Blue Waiving Discharge, Doc. 201-1, filed Apr. 13, 2021); Roger Dvorak and Nancy Dvorak, No. 19-33372 (Bankr. D. Minn. Oct. 28, 2019) (Memorandum of Fact and Law, Doc. 128, filed Mar. 23, 2021); Guy Wayne Watson, No. 19-11408 (Bankr. S.D. Fa. Oct. 24, 2019) (Joint Motion for Entry of Stipulated Judgment Approving Waiver of Discharge, Doc. 98, filed Feb. 9, 2021); Danielle Lynn Sprik, No. 19-12167 (Bankr. N.D. Okla. Oct. 21, 2019) (Stipulation Regarding Debtor's Waiver of Discharge, Doc. 58-1, filed Apr. 29, 2020); Michelle M. Sintic, No. 19-16492 (Bankr. N.D. Ohio Oct. 21, 2019) (Agreed Judgment Entry Denying Discharge of Michelle M. Sintic, entered in Vara v. Sintic, Adv. No. 20-01025 (Bankr. N.D. Ohio Mar. 16, 2020, Doc. 4, filed Apr. 22, 2020); David F. Woodrow, No. 19-54886 (Bankr. E.D. Mich. Oct. 18, 2019) (Stipulation for Entry of Order Waiving Discharge Under 11 U.S.C. § 727(a)(10), filed in Vara v. Woodrow, Adv. No. 20-04217 (Bankr. E.D. Mich. Apr. 29, 2020), Doc. 18, filed Sept. 29, 2020); Kevin Dale Wright, No. 19-52465 (Bankr. W.D. Tex. Oct. 17, 2019) (Waiver of Discharge of Kevin Dale Wright, Doc. 9, filed Jan. 21, 2020); Alesio Dominic Panaccio, No. 19-16529 (Bankr. E.D. Pa. Oct. 17, 2019) (Stipulation and Order Denying Debtor's Discharge, Doc. 55-1, filed July 1, 2020); Charles M. Smith III, No. 19-11604 (Bankr. D.R.I. Oct. 16, 2019) (Voluntary Waiver of Discharge, Doc. 77, filed Oct. 8, 2020); Sharay Alexander Howell, No. 19-14211 (Bankr. N.D. Miss. Oct. 16, 2019) (Waiver of Discharge, Doc. 30-1, filed June 29, 2020); Malcolm Stewart and Elizabeth Stewart, No. 19-10535 (Bankr. D. Me. Oct. 9, 2019) (Voluntary Waiver of Discharge, Doc. 55-1, filed Dec. 9, 2019); Linda Ann Anderson, No. 19-43024 (Bankr. D. Minn. Oct. 7, 2019) (Memorandum of Fact and Law, Doc. 22, filed Apr. 13, 2020); Erika Y. Tirado, No. 19-18732 (Bankr. C.D. Cal. Oct. 3, 2019) (Stipulation between Plaintiff and Defendant to Settle Adversary Proceeding and for Entry of Judgment in Favor of Plaintiff Pursuant to 11 U.S.C. § 727(a)(10), entered in U.S. Trustee v. Tirado, Adv. No. 20-01125 (Bankr. C.D. Cal. July 10, 2020), Doc. 6, filed Sept. 11, 2020); Joseph Marino and Maxine Helena Marino, No. 19-52280 (Bankr. W.D. Tex. Sept. 27, 2019) (Waiver of Discharge of Joseph Marino, Doc. 37, filed Jan. 22, 2021); Timothy William Frye and Rebecca Jo Frye, No. 19-90954 (Bankr. C.D. Ill. Sept. 26, 2019) (Debtor's Waiver of Discharge, Docs. 65 and 66, filed

Nov. 30, 2020); Wade C. Raper, No. 19-30504 (Bankr. W.D. Mo. Sept. 23, 2019) (Stipulation of Judgment Denying Discharge, Doc. 32, filed Jan. 8, 2021); Angelice Hunter, No. 19-13475 (Bankr. S.D. Ohio Sept. 20, 2019) (Stipulation and Agreed Order Waiving Chapter 7 Discharge Under 11 U.S.C. § 727(a)(10), Doc. 25, filed Jan. 10, 2020); John T. Henry, No. 19-55954 (Bankr. S.D. Ohio Sept. 16, 2019) (Waiver of Discharge of John T. Henry, Doc. 13, filed Jan. 15, 2020); Matthew James Wolford and Lacy Lyn Wolford, No. 19-55890 (Bankr. S.D. Ohio Sept. 13, 2019) (Waiver of Discharge, Doc. 17-1, filed Nov. 20, 2019); Teinen F. Dias, No. 19-13050 (Bankr. D. Mass. Sept. 9, 2019) (Waiver of Discharge, Doc. 11-1, filed Dec. 5, 2019); Matthew D. Gray, No. 19-42722 (Bankr. Sept. 4, 2019) (Memorandum of Fact and Law, Doc. 45, filed May 5, 2020); Vicki L. Thorp, No. 19-15505 (Bankr. N.D. Ohio Sept. 4, 2019) (Stipulation and Order Resolving the United States Trustee's *Complaint to Deny Discharge* by Defendant's Consent to a Permanent Waiver of the Bankruptcy Discharge Pursuant to 11 U.S.C. 727(a)(10), filed in *McDermott v. Thorp*, Adv. No. 19-01115 (Bankr. N.D. Ohio Apr. 20, 2019), Doc. 14, filed Apr. 13, 2020); Bergen Rose Hashemian, No. 19-43613 (Bankr. N.D. Tex. Sept. 2, 2019) (Affidavit Waiving Discharge, Doc. 42, filed Jan. 6, 2021); Roxanne Baxa Jose and Jayvin Pacag Jose, No. 19-01108 (Bankr. D. Hawaii Aug. 30, 2019) (Waiver of Discharge; Declaration of Roxanne Baxa Jose; Declaration of Jayvin Pacag Jose, Doc. 130, filed Sept. 8, 2020); Shad A. McKay and Paul M. McKay, No. 19-81231 (Bankr. C.D. Ill. Aug. 28, 2019) (Stipulated Order Denying Discharge, Doc. 11, filed May 4, 2020); Michelle Swink, No. 19-21467 (Bankr. D. Md. Aug. 27, 2019) (Waiver of Discharge by Debtor, Doc. 78-1, filed Feb. 4, 2021); John D. Jones, No. 19-31373 (Bankr. W.D. La. Aug. 26, 2019) (Waiver of Discharge, Doc. 85-1, filed Feb. 6, 2020); James R. Richardson, No. 19-05494 (Bankr. M.D. Tenn. Aug. 26, 2019) (Agreed Order Resolving the U.S. Trustee's Investigation Regarding Denial of Debtor's Discharge, Doc. 42, filed Mar. 26, 2020); Karen Gardiner, No. 19-05422 (Bankr. M.D. Fla. Aug. 19, 2019) (Waiver of Discharge, Doc. 37, filed Apr. 7, 2020); Jason J. Garrett and Melissa M. Garrett, No. 19-28023 (Bankr. E.D. Wis. Aug. 19, 2019) (waiver filed Feb. 12, 2020); Ronald Gene Lyons, No. 19-30367 (Bankr. S.D. W. Va. Aug. 18, 2019) (Stipulation for Waiver of Discharge, Doc. 54-1, filed Oct. 15, 2020); Mariah J. Lattimore, No. 19-12977 (Bankr. S.D. Ohio Aug. 15, 2019) (Stipulation and Agreed Order Waiving and Denying Discharge, Doc. 16, filed Oct. 21, 2019); Aghee William Smith and Susan Blair Smith, No. 19-25091 (Bankr. E.D. Cal. Aug. 13, 2019) (Waiver of Discharge Pursuant to 11 U.S.C. § 727(a)(10), Doc. 89, filed Sept. 21, 2020); Ricky R. Karnopp and Tary L. Karnopp, No. 19-12578 (Bankr. W.D. Wis. July 31, 2019) (Voluntary Waiver of Tary L. Karnopp's Discharge Pursuant to § 727(a)(10), Doc. 32, filed Jan. 22, 2020); Marshall Edward Blackmon, No. 19-04009 (Bankr. D.S.C. July 31, 2019) (Written Waiver of Discharge by Marshall Edward Blackmon, Doc. 85, filed Sept. 7, 2021); Debra Adkins Riffe-Corder, No. 19-07277 (Bankr. M.D. Fla. July 31, 2019) (Written Waiver of Discharge by Debtor, Doc. 18-1, filed Nov. 18, 2019); Yorketta Ann Agnew, No. 19-21301 (Bankr. N.D. Ill. July 30, 2019) (Voluntary Waiver of Discharge, Doc. 27-1, filed Feb. 4, 2020); Michael Allen Clark and Gladys Deanna Clark, No. 19-05519 (Bankr. S.D. Ind. July 26, 2019) (Waiver of Discharge of Michael Allen Clark and Waiver of Discharge of Gladys Deanna Clark, filed in *Gargula v. Clark*, Adv. No. 20-50084 (Bankr. S.D. Ind. June 30, 2020), Docs. 24-1 and 24-2, filed July 1, 2021); Natalie Paige Cochran, No. 19-50122 (Bankr. S.D. W. Va. July 24, 2019) (Stipulation for Waiver of Discharge, Doc. 226-1, filed Nov. 17, 2020); Chad E. Cutshall, No. 19-20754 (Bankr. N.D. Ill. July 24, 2019) (Voluntary Waiver of Discharge, Doc. 41-1, filed Sept. 13, 2019); Kellie Massey Davis, No. 19-61088 (Bankr. N.D. Ga. July 17, 2019) (Stipulation and Written Waiver of Discharge Under 11 U.S.C. § 727(a)(10), Doc. 64, filed Sept. 15, 2020); Rodney Naylor and Christy Naylor, No. 19-11251 (Bankr. N.D. Ind. July 16, 2019) (Agreed Order and Judgment Waiving Discharge, filed in *Gargula v. Naylor*, Adv. No. 20-01011 (Bankr. N.D. Ind. Feb. 12, 2020), Doc. 5, filed Mar. 23, 2020); Douglas Alan Yates, No. 19-04443 (Bankr. M.D. Tenn. July 13, 2019) (Agreed Order Resolving the U.S. Trustee's Investigation Regarding Denial of Debtor's Discharge, Doc. 38, filed Nov. 15, 2019); Carl Oswald Wuestehube, No. 19-08475 (Bankr. D. Ariz. July 10, 2019) (Judgment, filed in *Warfield v. Wuestehube*, Adv. No. 19-00372 (Bankr. D. Ariz. Sept. 4, 2019), Doc. 29, filed Apr. 15, 2020); Kelly Lynette Johnson, No. 19-49953 (Bankr. E.D. Mich. July 8, 2019) (Stipulation for Entry of Order (1) Waiving Kelly Lynette Johnson's Chapter 7 Discharge Under 11 U.S.C. § 727(a)(10); and (2) converting Debtor's Case to Chapter 13, Doc. 55, filed Mar. 6, 2020); Kevin B. Tos, No. 19-03598 (Bankr. D.S.C. July 5, 2019)

(Written Waiver of Discharge, Doc. 30, filed Jan. 11, 2020); Melissa Anne Gorton, No. 19-11236 (Bankr. N.D.N.Y. July 1, 2019) (Stipulation and Order Denying Debtor's Discharge, Doc. 54, filed Aug. 18, 2020); Ketan Davae, No. 19-12281 (Bankr. D. Mass. July 1, 2019) (Agreed to Motion to Waive Discharge, filed in Harrington v. Davae, Adv. No. 20-01052 (Bankr. D. Mass. Apr. 15, 2020), Doc. 7, filed May 13, 2020); Reina Isabel Cerros, No. 19-17598 (Bankr. C.D. Cal. June 28, 2019) (Waiver of Discharge Pursuant to 11 U.S.C. § 727(a)(10), Doc. 57, filed Sept. 10, 2020); Todd Ryan Ruquet, No. 19-03431 (Bankr. D.S.C. June 27, 2019) (Written Waiver of discharge by Todd Ryan Ruquet, Doc. 31, filed Dec. 23, 2019); Anita Lyn Mosley, No. 19-50494 (Bankr. W.D. Ky. June 27, 2019) (Waiver of Discharge, Doc. 48, filed Nov. 26, 2019); Diana J. Arrington and Jeremy C. Arrington, No. 19-12147 (Bankr. W.D. Wis. June 21, 2019) (Jeremy C. Arrington's Voluntary Waiver of Discharge Pursuant to 11 U.S.C. § 717(A)(10), Doc. 65, filed Apr. 23, 2020); Christopher A. Tsonton, No. 19-51436 (Bankr. N.D. Ohio June 20, 2019) (Agreed Order Resolving the United States Trustee's Complaint Objecting to Discharge by Permanent Waiver of the Bankruptcy Discharge, Doc. 117, filed June 11, 2020); Dung N. Nguyen, No. 19-40794 (Bankr. S.D. Ga. June 11, 2019) (Joint Motion for Entry of Stipulated Judgment approving Waiver of Discharge, filed in Gargula v. Nguyen, Adv. No. 19-04024 (Bankr. S.D. Ga. Sept. 13, 2019), Doc. 4, filed Oct. 23, 2019); Nicholas R. Haluta and Elizabeth J. Haluta, No. 19-81391 (Bankr. N.D. Ill. June 7, 2019) (Waiver of Discharge, Doc. 24, filed Sept. 17, 2019); Joseph J. Nemeth, Sr. and Michelle K. Nemeth, No. 19-25569 (Bankr. E.D. Wis. June 6, 2019) (Joseph J. Nemeth's Voluntary Waiver of Discharge, Doc. 62, filed Mar. 9, 2020); Mary Y. Dadzie, No. 19-17612 (D. Md. June 4, 2019) (Mary Y. Dadzie's Waiver of Discharge, Doc. 22, filed Apr. 16, 2021); Louis John Capra, No. 19-15935 (Bankr. N.D. Ill. June 4, 2019) (Voluntary Waiver of Discharge, Doc. 135-1, filed Nov. 7, 2019); Eddie Mark Chavez, No. 19-14780 (Bankr. C.D. Cal. May 31, 2019) (Stipulation Between Plaintiff and Defendant to Settle Adversary Proceeding and For Entry of Judgment in Favor of Plaintiff Pursuant to 11 U.S.C. § 727(a)(10), filed in U.S. Trustee v. Chavez, Adv. No. 19-01133 (Bankr. C.D. Cal. Sept. 30, 2019), Doc. 5, filed Nov. 26, 2019); Raymond Edward Sahadeo, No. 19-23457 (Bankr. E.D. Cal. May 30, 2019) (Stipulation by United States Trustee and Debtor; and Waiver of Discharge Under 11 U.S.C. § 727(a)(10) by Debtor, Doc. 194, filed Mar. 1, 2021); Raynard Angelo Johnson, No. 19-50462 (Bankr. W.D. Va. May 30, 2019) (Waiver of Discharge of Raynard Angelo Johnson, Doc. 20-1, filed Oct. 9, 2019); Thomas Peter Fenn and Josie Ann Fenn, No. 19-02858 (Bankr. D.S.C. May 29, 2019) (Written Waiver of Discharge, Doc. 18, filed Oct. 16, 2019); Deborah Jean Hughes, No. 19-12052 (Bankr. C.D. Cal. May 28, 2019) (Settlement Agreement and Release, Doc. 178, filed Mar. 9, 2021); Calvin Odell Johnson, No. 19-30224 (Bankr. S.D. W. Va. May 24, 2019) (Stipulation for Waiver of Discharge, Doc. 34-1, filed Sept. 20, 2019); Alejandro Fabian Scolnik and Gladys E. Ulloa Scolnik, No. 19-16856 (Bankr. S.D. Fla. May 23, 2019) (Stipulation for Waiver of Discharge of Debtor Alejandro Fabian Scolnik, Doc. 218-1, Filed Feb. 7, 2020); Rochel Leilani Miller and Martin Million Miller, IV, No. 19-00650 (Bankr. D. Hawaii May 22, 2019) (Waiver of Discharge; Declarations of Rochel L. Miller and Martin Million Miller, IV, Doc. 28, filed Mar. 27, 2020); Lakenya Katrise Acevedo Gonzales, No. 19-41374 (Bankr. E.D. Tex. May 22, 2019) (Agreed final Judgment Denying Debtor's Discharge Pursuant to 11 U.S.C. § 727, filed in Neary v. Gonzalez, Adv. No. 20-04034 (Bankr. E.D. Tex. Feb. 26, 2020), Doc. 8, filed Apr. 7, 2020); Michael R. McMath, No. 19-51208 (Bankr. N.D. Ohio May 22, 2019) (Stipulation and Order Resolving the United States Trustee's *Complaint to Deny Discharge* by Defendant's Consent to a Permanent Waiver of the Bankruptcy Discharge Pursuant to 11 U.S.C. § 727(a)(10), filed in Vara v. McMath, Adv. No. 19-05114 (Bankr. N.D. Ohio Dec. 20, 2019), Doc. 14, filed Sept. 9, 2020); Daniel Hyun You, No. 19-15982 (Bankr. C.D. Cal. May 22, 2019) (Waiver of Discharge Pursuant to 11 U.S.C. § 727(a)(10), Doc. 46, filed Oct. 24, 2019); Shirley J. Anderson, No. 19-14562 (Bankr. N.D. Ill. May 21, 2019) (Voluntary Waiver of Discharge, Doc. 55-1, filed Feb. 28, 2020); Tesfamichael Kahassai, No. 19-14586 (Bankr. N.D. Ill. May 21, 2019) (Voluntary Waiver of Discharge, Doc. 20-1, filed Dec. 30, 2019); Scott T. Holgerson, No. 19-50685 (Bankr. D. Conn. May 17, 2019) (Stipulation Denying Discharge Under 11 U.S.C. §§ 727(a)(2) and 727(a)(4)(A) and Denying Debtor Scott T. Holgerson's Discharge, Doc. 38, filed Nov. 23, 2020); Robert M. Pfender and Patricia A. Pfender, No. 19-13080 (Bankr. E.D. Pa. May 10, 2019) (Debtor's Consent to Waiver of Discharge, Doc. 115-2, filed June 22, 2020); Michael T. Wan and Xinyan Wan, No. 19-47187 (Bankr. E.D. Mich.

May 10, 2019) (Stipulation for Entry of Order Waiving Debtor Michael T. Wan's Discharge Under 11 U.S.C. § 727(a)(10), Doc. 48, filed Sept. 17, 2019); Jose R. Villavicencio, No. 19-52861 (Bankr. S.D. Ohio May 1, 2019) (Waiver of Discharge of Jose R. Villavicencio, Doc. 63, filed Sept. 25, 2020); Barbara Sue Wood, No. 19-61345 (Bankr. D. Or. Apr. 29, 2019) (Stipulated Judgment Denying Defendant's Discharge, Doc. 39, filed Mar. 13, 2020); Chunxia Qin, No. 19-00549 (Bankr. D. Hawaii Apr. 29, 2019) (Waiver of Discharge; Declaration of Chunxia Qin, Doc. 25, filed Aug. 23, 2019); Alver M. Merrill, Jr., No. 19-02406 (Bankr. S.D. Cal. Apr. 26, 2019) (Stipulation for Waiver of Discharge Pursuant to 11 U.S.C. § 727(a)(10), Doc. 58-1, filed Jan. 13, 2020); Mathew Paul Taylor, No. 19-90404 (Bankr. C.D. Ill. Apr. 25, 2019) (Stipulation of the Parties, entered in *Gargula v. Taylor*, Adv. No. 19-09012 (Bankr. C.D. Ill. June 19, 2019), Doc. 7, filed July 2, 2019); Pamela Kathryn Conley, No. 19-80583 (Bankr. E.D. Okla. Apr. 24, 2019) (Stipulation Regarding Debtor's Waiver of Discharge, Doc. 271, filed Mar. 17, 2020); Anissa G. Lewis, No. 19-40761 (Bankr. N.D. Ohio Apr. 24, 2019) (Agreed Order Waiving Debtor's Discharge Under 11 U.S.C. § 727, Doc. 22, filed Mar. 1, 2021); Efrain Cruz and Cheryl S. Cintron Serrano, No. 19-02194 (Bankr. D.P.R. Apr. 22, 2019) (Stipulation Denying Discharge, Doc. 31-1, filed Aug. 29, 2019); Blanca Zarza Juarez, No. 19-11328 (Bankr. N.D. Ill. Apr. 18, 2019) (Blanca Zarza Juarez's Voluntary Waiver of Discharge, Doc. 11, filed June 3, 2019); Juanita Bradley, No. 19-56010 (Bankr. N.D. Ga. Apr. 17, 2019) (Stipulation and Written Waiver of Discharge Under 11 U.S.C. § 727(a)(10), Doc. 79, filed Apr. 21, 2021); Constantin Kari, No. 19-11032 (Bankr. N.D. Ill. Apr. 16, 2019) (Waiver of Discharge, Doc. 67-1, filed June 22, 2020); William Mark Sullivan and Michelle Ann Sullivan, No. 19-10757 (Bankr. N.D. Okla. Apr. 15, 2019) (Waiver of Discharge of William Mark Sullivan, Doc. 80-1, filed Aug. 29, 2019); Stephen A. Thomas, No. 19-12194 (Bankr. N.D. Ohio Apr. 12, 2019) (Stipulation and Order Denying and Permanently Waiving the Bankruptcy Discharge Pursuant to 11 U.S.C. § 727(a)(10), Doc. 18, filed Aug. 22, 2019); Tonia Linette McCord, No. 19-14775 (Bankr. D. Md. Apr. 9, 2019); (Tonia Linette McCord Waiver of Discharge, Doc. 127, filed Nov. 20, 2020); Icy Lee Williams, No. 19-11167 (Bankr. S.D. Ohio Apr. 1, 2019) (Waiver of Discharge, Doc. 56, filed Aug. 16, 2019); Mahadeo Bassant, No. 19-14236 (Bankr. S.D. Fla. Mar. 30, 2019) (Stipulation for Waiver of Discharge of Debtor Mahadeo Bassant, Doc. 33-1, filed Mar. 5, 2020); Dustin Matthew McGaw, No. 19-12226 (Bankr. D. Colo. Mar. 26, 2019) (Waiver of Discharge as to Debtor Dustin Matthew McGaw, Doc. 29, filed July 7, 2020); Andre Camille and Lucilia Camille, No. 19-10954 (Bankr. D. Mass. Mar. 25, 2019) (Agreed to Motion to Waive Discharge, Doc. 55, filed Feb. 18, 2020); Robert Schoen, No. 19-11783 (Bankr. E.D. Pa. Mar. 23, 2019) (Stipulation and Order Denying Debtor's Discharge, Doc. 28, filed Aug. 14, 2019); Anthony Tyrone King, No. 19-22327 (Bankr. E.D. Wis. Mar. 21, 2019) (Debtor Anthony t. King's Voluntary Waiver of Discharge, Doc. 17, filed Aug. 6, 2019); Jiles Charles Walker, No. 19-02466 (Bankr. M.D. Fla. Mar. 21, 2019) (Written Waiver of Discharge by Debtor, Doc. 58, filed Nov. 29, 2019); Yvette C. Peralta, No. 19-10489 (Bankr. D.R.I. Mar. 29, 2019) (Stipulation Denying Discharge, Doc. 4, filed Sept. 17, 2019); Stephen Auditore, No. 19-30900 (Bankr. S.D. Ohio Mar. 23, 2019) (Waiver of Discharge, Doc. 46, Filed May 26, 2020); Roxanne Marie Lapoint, No. 19-40763 (Bankr. D. Minn. Mar. 20, 2019) (Memorandum of Fact and Law, Doc. 17, filed Apr. 15, 2020); Norberto Pimentel and Erica Pimentel, No. 19-13059 (Bankr. C.D. Cal. Mar. 20, 2019), Waiver of Discharge Pursuant to 11 U.S.C. § 727(a)(10), filed in *Avery v. Pimentel*, Adv. No. 19-01146 (Bankr. C.D. Cal. May 20, 2019), Doc. 42-1, filed June 25, 2021); Karl W. Miller, Sr., No. 19-11014 (Bankr. W.D. Okla. Mar. 20, 2019) (Stipulation Regarding the Waiver of Discharge of Debtor Karl W. Miller, Sr., Doc. 32, filed Oct. 1, 2019); Mindy Chapman-Shapiro, No. 19-10481 (Bankr. C.D. Ca. Mar. 19, 2019), Stipulation for Waiver of Discharge and Dismissal of Adversary Proceeding, Doc. 128, filed Oct. 21, 2020); Orlando M. Perdomo, Jr., No. 19-10812 (Bankr. E.D. Va. Mar. 14, 2019) (Waiver of Discharge by Orlando M. Perdomo, Jr., Doc. 215-2, filed Sept. 24, 2021); Paulette Johnson, No. 19-00972 (Bankr. M.D. Pa. Mar. 11, 2019) (Stipulation of Settlement with Respect to the Complaint of the United States Trustee Objecting to Discharge of Debtor, filed in *U.S. Trustee v. Johnson*, Adv. No. 19-00111 (Bankr. M.D. Pa. Nov. 4, 2019), Doc. 13-1, filed June 24, 2021); Dewey T. Greer, No. 19-60424 (Bankr. W.D. Va. Feb. 28, 2019) (Waiver of Discharge of Dewey T. Greer, Doc. 28, filed Aug. 29, 2019); Demetrius Rayshaun Brown, No. 19-42818 (Bankr. E.D. Mich. Feb. 28, 2019) (Stipulation for Entry of Order Denying Debtor Demetrius Rayshaun Brown's Discharge Under 11 U.S.C. § 727(a)(10), filed in

McDermott v. Brown, Adv. No. 19-04327 (Bankr. E.D. Mich. July 30, 2019), Doc. 6, filed Sept. 3, 2019); Mario J. Guzman and Marinelis Rivera Rodriguez, No. 19-01171 (Bankr. M.D. Fla. Feb. 25, 2019) (Stipulation, filed in Mahendru v. Vazquez, Adv. No. 19-00206 (Bankr. M.D. Fla. May 31, 2019), Doc. 8, filed Jan. 8, 2020); Francis Edward Williams, No. 19-30447 (Bankr. N.D. Ohio Feb. 23, 2019) (Agreed Judgment Entry Denying Discharge of Francis Edward Williams, filed in McDermott v. Williams, Adv. No. 19-03067 (Bankr. N.D. Ohio Nov. 5, 2019), Doc. 13, filed May 6, 2020); David Brian Smith and Alice Sue Smith, No. 19-10768 (Bankr. E.D. Tenn. Feb. 22, 2019) (Waiver of Discharge, Doc. 39-1, filed May 21, 2019); Mark A. Osterman and Patricia L. Osterman, No. 19-10240 (Bankr. D.N.H. Feb. 22, 2019) (Waiver of Discharge, Doc. 13-1, filed July 19, 2019); Dale Laney Holt and Dana Furman Holt, No. 19-30889 (Bankr. E.D. Va. Feb. 22, 2019) (Waiver of Discharge of Dale Laney Holt Only, Doc. 19, filed Aug. 7, 2019); Gerasimos Kokosis and Laura Kokosis, No. 19-80367 (Bankr. N.D. Ill. Feb. 22, 2019) (Waiver of Discharge, Doc. 51, filed Oct. 15, 2019); Reginald G. Holden, III, No. 19-50344 (Bankr. N.D. Ill. Feb. 21, 2019) (Stipulation and Order Permanently Waiving the Bankruptcy Discharge Pursuant to 11 U.S.C. § 727(a)(10), Doc. 20, filed July 1, 2019); Sondra Louise Leslie, No. 19-40054 (Bankr. N.D. Ind. Feb. 20, 2019) (Debtor's Voluntary Waiver of Discharge, Doc. 25, filed Oct. 24, 2019); Robert Dale Adkins and Brenda Gail Adkins, No. 19-30056 (Bankr. S.D. W. Va. Feb. 19, 2019) (Stipulation for Waiver of Discharge, Doc. 33-1, filed July 15, 2019); Patricia Moore and Danny R. Moore, No. 19-10329 (Bankr. D.N.M. Feb. 15, 2019) (Stipulation Regarding Patricia Moore's Waiver of Discharge, Doc. 43, filed July 22, 2019); Judah M. Burstyn, No. 19-12052 (Bankr. S.D. Fla. Feb. 15, 2019) (Stipulation for Waiver of Discharge of Debtor, Doc. 163-1, filed Aug. 13, 2020); Rabi Zakaria Omar, No. 19-00907 (Bankr. D.S.C. Feb. 14, 2019) (Written Waiver of Discharge, Doc. 15, filed May 17, 2019); Eric M. Westbury, No. 19-11874 (Bankr. D. Md. Feb. 13, 2019) (Eric M. Westbury Waiver of Discharge, Doc. 94, filed Dec. 7, 2020); Darwin Daniel Koslicki and Cheryl Mary Koslicki, No. 19-10621 (Bankr. E.D. Tenn. Feb. 13, 2019) (Waiver of Discharge for Darwin Daniel Koslicki, Doc. 136-2, filed Apr. 8, 2020); Gary Edwin LaPoint, Jr., No. 19-30407 (Bankr. D. Minn. Feb. 13, 2019) (Memorandum of Fact and Law, Doc. 51, filed Apr. 9, 2020); Sevak Arutyunyan, No. 19-11467 (Bankr. C.D. Cal. Feb. 12, 2019) (Stipulation for Waiver of Discharge Under 11 U.S.C. § 727(a)(3) and § 727(a)(5), and § 727(a)(10) in Lieu of a Non-Dischargeability Complaint Under 11 U.S.C. § 727(a), Doc. 26, filed June 26, 2019); Larry S. Bassett, No. 19-20023 (Bankr. E.D. Tex. Feb. 12, 2019) (Agreed Judgment On United States Trustee's Complaint Requesting Denial of Defendant Larry S. Bassett's Discharge Pursuant to 11 U.S.C. § 727(a)(4)(A), filed in Neary v. Bassett, Adv. No. 19-02002 (Bankr. E.D. Tex. July 9, 2019), Doc. 14, filed Mar. 17, 2020); Morty C. Hodge, No. 19-20268 (Bankr. N.D. Ga. Feb. 11, 2019) (Stipulation and Written Waiver of Discharge Under 11 U.S.C. § 727(a)(10), Doc. 46, filed Aug. 7, 2019); Michael Joseph Hixon, No. 19-40289 (Bankr. W.D. Mo. Feb. 8, 2019) (Stipulated Judgment Denying Discharge, filed in U.S. Trustee v. Hixon, Adv. No. 20-04022 (Bankr. W.D. Mo. Mar. 19, 2020), Doc. 13, filed July 14, 2020); Christopher M. Martin, No. 19-30310 (Bankr. N.D. Ohio Feb. 7, 2019) (Agreed Judgment Entry Denying Discharge of Christopher M. Martin, entered in McDermott v. Martin, Adv. No. 19-03016 (Bankr. N.D. Ohio Apr. 29, 2019), Doc. 16, filed Dec. 16, 2019); Elia J. Zois and Mariana Zois, No. 19-12556 (Bankr. D.N.J. Feb. 6, 2019) (Stipulation and Consent Order, filed in McDonnell v. Zois, Adv. No. 19-02076 (Bankr. D.N.J. Aug. 2, 2019), Doc. 20, filed Mar. 11, 2020) (denial conditioned upon default in making settlement payments); Natasha Redden, No. 19-10188 (Bankr. D. Del. Jan. 31, 2019) (Stipulation Between the United States Trustee and Debtor Natasha Redden for Entry of Agreed Order Waiving Discharge, Doc. 27, filed May 28, 2019); Yongming Sui, No. 19-10781 (Bankr. C.D. Cal. Jan. 31, 2019) (Stipulation Between Plaintiff and Defendant to Settle Adversary Proceeding and for Entry of Judgment in Favor of Plaintiff Pursuant to 11 U.S.C. § 727(a)(10), filed in U.S. Trustee v. Sui Adv. No. 19-01121 (Bankr. C.D. Cal. Aug. 26, 2019), Doc. 12, filed Aug. 18, 2020); Bunnarith Chea, No. 19-30408 (Bankr. S.D. Tex. Jan. 29, 2019) (Waiver of Discharge by Debtor under 11 U.S.C. § 727(a)(10), Doc. 37-1, filed Aug. 29, 2019); Dreama L. Woodby, No. 19-50467 (Bankr. S.D. Ohio Jan. 28, 2019) (Waiver of Discharge of Dreama L. Woodby, Doc. 19, filed June 22, 2020); Dina Shafran, No. 19-13914 (Bankr. D.N.J. Feb. 26, 2019) (Consent Order Waiving Discharge and Closing Adversary Proceeding, Doc. 44, filed Mar. 4, 2020); Raeda A. Abdallah, No. 19-00279 (Bankr. M.D. Pa. Jan. 23, 2019) (Stipulation Resolving the Complaint of the United States Trustee

Objecting to Discharge of Debtor, filed in U.S. Trustee v. Abdallah, Adv. No. 19-00067 (Bankr. M.D. Pa. May 30, 2019), Doc. 25, filed Feb. 10, 2020); Angel Almonte, No. 19-10410 (Bankr. E.D. Pa. Jan. 23, 2019) (Waiver of Discharge, Doc. 198-1, filed June 1, 2020); Michael P. Petrillo and Christina M. Petrillo, No. 19-10089 (Bankr. D.R.I. Jan. 22, 2019) (Stipulation Denying Discharge, filed in Harrington v. Petrillo, Adv. No. 20-01019 (Bankr. D.R.I. Nov. 5, 2020), Doc. 11, filed Feb. 3, 2021); Bahram Zededel, No. 19-10549 (Bankr. C.D. Cal. Jan. 18, 2019) (Stipulation Between Defendant and United States Trustee Denying and Waiving Discharge and Closing Adversary Proceeding, filed in Danny's Silver Jewelry, Inc. v. Zededel, Adv. No. 19-01111 (Bankr. C.D. Cal. Apr. 18, 2019), Doc. 52, filed Nov. 17, 2020); Sean Brauser, No. 19-50152 (Bankr. N.D. Ohio Jan. 29, 2019) (Agreed Order Resolving the United States Trustee's Complaint Objecting to Discharge by Permanent Waiver of the Bankruptcy Discharge, Doc. 205, filed Nov. 235, 2020); Mario Alberto Porras, No. 19-20111 (Bankr. N.D. Ind. Jan. 16, 2019) (Agreed Order and Judgment Denying Discharge, Doc. 53, filed Nov. 20, 2019); Dario J. Canas Rivera, No. 19-70408 (Bankr. E.D.N.Y. Jan. 16, 2019) (Stipulation and Order Waiving the Debtor's Discharge Pursuant to 11 U.S.C. § 727(a)(10), Doc. 25, filed Apr. 1, 2019); Shirley Renee Holmes, No. 19-50852 (Bankr. N.D. Ga. Jan. 16, 2019) (Stipulation and Written Waiver of Discharge Under 11 U.S.C. § 727(a)(10), Doc. 64, filed Sept. 3, 2020); Amber Susana Denton, No. 19-10168 (Bankr. E.D. Tenn. Jan. 16, 2019) (Waiver of Discharge, Doc. 30-1, filed Apr. 22, 2019); Niesha D. Tinsley, No. 19-30207 (Bankr. E.D. Va. Jan. 15, 2019) (Waiver of Discharge, Doc. 118-1, filed May 14, 2021); Sonia Teresa Cochrane, No. 19-20164 (Bankr. E.D. Cal. Jan. 11, 2019) (Joint *Ex Parte* Motion and Stipulation for Waiver of Debtor's Discharge Under 11 U.S.C. § 727(a)(10), Doc. 58, filed Nov. 22, 2019); Kimberly Ann Ross, No. 19-40027 (Bankr. D. Minn. Jan. 7, 2019) (Memorandum of Fact and Law, Doc. 95, filed Apr. 21, 2020); Gary L. Shearer and Sharon Shearer, No. 19-10016 (Bankr. S.D. Ohio Jan. 3, 2019) (Stipulation and Agreed Order Waiving Discharge Under 11 U.S.C. § 727(a)(10), Doc. 15, filed May 3, 2019).

In a few cases the U.S. trustee neglected to get the debtor's signature on the waiver, which is required under § 727(a)(10). In U.S. Trustee v. Levine, Adv. No. 20-00178 (Bankr. D. Ariz. June 30, 2020), the debtor had signed a stipulation approving a "Stipulated Order Approving Debtor's Waiver of Discharge" to be entered by the court (Doc. 14, filed Oct. 1, 2020), but never signed a waiver of discharge. The debtor "through undersigned counsel" filed a waiver of discharge in the main case, No. 19-00178 (Bankr. D. Ariz. Aug. 12, 2019) (Doc. 266, filed Aug. 24, 2020), purporting to be signed by the debtor "with permission," which suggests it was signed by the debtor's counsel on his behalf. The debtor in Lauren Shawnte Walden, No. 19-02748 (Bankr. D. Ariz. Mar. 13, 2019) (Motion to Approve Compromise, filed in Ulrich v. Walden, Adv. No. 19-00212 (Bankr. D. Ariz. June 12, 2019), Doc. 19, filed Sept. 18, 2019) never signed anything. The motion to approve compromise was signed by the attorneys for the trustee and for the debtor, and a default on the compromise (which called for certain payments to be made to the trustee) triggered denial of discharge.

In *Hughes* the debtor signed a settlement agreement which included a provision stating that she "shall agree to waive her discharge under 11 U.S.C. § 727." Deborah Jean Hughes, No. 19-12052, Doc. 178, filed Mar. 9, 2021). The motion to approve that settlement also described the provisions as "Deborah Hughes will waive her discharge pursuant to 11 U.S.C. Sec. 727." *Id.*, p. 7, filed Mar. 9, 2021). Although the language seems to contemplate that the debtor will take action in the future to waive her discharge (presumably after the settlement was approved by the court), all parties and the court treated that provision of the settlement agreement as a present waiver of discharge, and the amended order approving the settlement stated that "the Debtor voluntarily waives her right to discharge pursuant to 11 U.S.C. Sec. 727." Deborah Jean Hughes, No. 19-12052, Doc. 193, filed Aug. 5, 2021.

In *Dvorak* the joint debtors purported to sign the Memorandum of Fact and Law, but the signatures were clearly affixed by the same person because the handwriting is identical. It is unclear whether that person was one of the debtors or their lawyer.

courts permit stipulations settling adversary proceedings to be signed by counsel rather than by the debtor,⁷⁵ most courts treat stipulations that result in denial of discharge as equivalent to a waiver of discharge and the stipulations provide for the debtor's signature.) Although language that waives discharge or consents to its denial alone is sufficient, many such documents attempt to address the standards most courts use for approving waivers of discharge under § 727(a)(10). For example, to establish that the waiver was made "knowingly, voluntarily, and with awareness of what consequences come from waiving a discharge,"⁷⁶ the waivers often include a statement that the debtor's decision is voluntary (or the waiver is executed voluntarily),⁷⁷ that the debtor was represented by counsel,⁷⁸ and that the

⁷⁵ See Deane S. Petzel, No. 19-23932 (Bankr. W.D. Pa. Dec. 31, 2019) (Consent Order, Doc. 24, filed Aug. 6, 2020) (consented to by counsel for defendant, although text includes statement that defendant has consented to waiver); Stephanie Sue Kendall, No. 19-57102 (Bankr. S.D. Ohio Nov. 1, 2019) (Agreed Order Denying the Issuance of a Discharge to Stephanie Sue Kendall, filed in Whittaker v. Kendall, Adv. No. 20-02051 (Bankr. S.D. Ohio May 1, 2020), Doc. 23, filed May 29, 2020) (order signed on behalf of counsel for debtor but not by debtor although order has agreement by debtor that discharge will be denied); Miller v. Wilkerson, Adv. No. 19-08014 (Bankr. E.D. Okla. June 17, 2019) (Doc. 14, filed Oct. 24, 2019) (only U.S. trustee signed Motion to Enter Agreed Judgment Denying Discharge even though it represented that he debtors agreed to denial of discharge); Linda N. Ukomadu, No. 19-54271 (Bankr. E.D. Mich. Oct. 7, 2019) (stipulation for entry of consent judgment was signed by attorneys for debtor but not by debtor although consent judgment states that debtor has agreed to entry of judgment against her); Robert Stone Johnson, No. 19-05264 (Bankr. D.S.C. Oct. 6, 2019) (Consent Order Denying the Debtor a Discharge, Doc. 58, filed July 2, 2020) (filed by U.S. trustee, consented to by attorney for debtor and order signed by court but nothing signed by debtor even though consent order states that debtor consents to denial of discharge); Michael Frantz, No. 19-23077 (Bankr. E.D. Wis. Apr. 9, 2019) (Joint Motion for Entry of Stipulated Judgment and Order, filed in Layng v. Frantz, Adv. No. 19-02114 (Bankr. E.D. Wis. July 22, 2019), Doc. 73, filed Nov. 25, 2020) (motion signed by counsel on behalf of debtor); Joseph Balsamo, No. 19-22030 (Bankr. S.D.N.Y. Jan. 7, 2019) (Stipulation and Order Waiving Discharge and Implementing Related Relief, Doc. 142, filed Apr. 8, 2021) (signed by debtor's attorney for debtor).

⁷⁶ See cases cited in note 32 *supra*.

⁷⁷ See Wells; Bashara; Willis; Callies; Reed; Zeck; Lowenthal; McClure; Armstrong-Reuter; Michael Williams; Ronald Miller; Herskovits; Edmondson; Awusi; Waddington; Swedan; James Alexander; Matheny; Ledvora; Guy Watson; Wright; Charles Smith; Howell; Hayes; Frantz; Stewart; Marino; Frye; Hunter; Henry; Wolford; Hashemian; Jose; Gardiner; Garrett; Lyons; Karnopp; Blackmon; Riffe-Corder; Lattimore; Arvin; Agnew; Clark; Tirado; Cochran; Cutshall; Kelly Johnson; Tos; Davae; Ruquet; Mosley; Arrington; Nguyen; Nemeth; Dadzie; Gemilyan; Capra; Chavez; Raynard Johnson; Fenn; Bassett; Auditore; Calvin Johnson; Scolnik; Rochel Miller; McMath; Shirley Anderson; Villavicencio; Juarez; Kari; Sullivan; McCord; Icy Williams; Bassant; McGaw; Camille; King; Walker; Perdomo; Greer; David Smith; Holt; Leslie; Adkins; Moore; Burstyn; Westbury; Koslicki; Arutyunyan; Sui; Woodby; Almonte; Zendedel; Rivera; Denton; Tinsley; Shearer.

⁷⁸ See Portner; Wells; Sytnik; Willis; Archuleta; Callies; Reed; Armstrong-Reuter; Michael Williams; Ronald Miller; Hatu; Barnhardt; Awusi; Herskovits; Frantz; Hayes; Joshua Williams; Waddington; James Alexander; Matheny; Ledvora; Blue; Dvorak; Guy Watson; Sprik; Wright; Panaccio; Polselli; Swedan; Charles Smith; Howell; Stewart; Tirado; Marino; Frye; Raper; Hunter; Henry; Wolford; Cruz; Dias; Gray; Thorp; Lattimore; Gemilyan; Arvin; Hashemian; Yates; Jose; McKay; Swink; John Jones; Karnopp; Blackmon; Riffe-Corder; Agnew; Cochran; Cutshall; Naylor;

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debtor understands the consequences of a denial or waiver of discharge.⁷⁹ Most such waivers also describe the debts covered by the stipulation or waiver and have the debtor acknowledge that the debtor will remain liable for all those debts.⁸⁰

Especially when the waiver or stipulation is resolving a pending or threatened adversary proceeding, the waiver may state that it is resolving that adversary proceeding⁸¹ without admission of any of the allegations made in that litigation.⁸² Additional provisions may waive any right to

Tos; Ruquet; Mosley; Nguyen; Haluta; Arrington; Dadzie; Capra; Chavez; Sahadeo; Raynard Johnson; Fenn; Scolnik; Rochel Miller; Richardson; Gonzalez; Kahassai; Holgerson; Shafran; Pfender; Villavicencio; Qin; Merrill; Taylor; Conley; Bradley; Kari; Sullivan; Icy Williams; Bassant; Peralta; Auditore; McGaw; Schoen; King; Walker; Roxanne Lapoint; Karl Miller; Greer; David Smith; Bassett; Holt; Kokosis; Leslie; Adkins; Moore; Burstyn; Omar; Koslicki; Gary Lapoint; Arutyunyan; Hodge; Hixon; Zois; Sui; Woodby; Almonte; Zendedel; Holmes; Petrillo; Rivera; Denton; Tinsley; Ross; Shearer.

⁷⁹ See *Portner; Bashara; Willis; Archuleta; Callies; Reed; McClure; Zeck; Lowenthal; Armstrong-Reuter; Michael Williams; Ronald Miller; Edmondson; Barnhardt; Hayes; Brady; Awusi; Gemilyan; Joshua Williams; Waddington; Richard Johnson; James Alexander; Matheny; Thomas; Swedan; Herskovits; Arvin; Oliver; Ledvora; Polselli; Blue; Tirado; Dvorak; Sprik; Wright; Panaccio; Charles Smith; Howell; Cruz; Marino; Frye; Raper; Hunter; Henry; Wolford; Dias; Lattimore; Thorp; Hashemian; Jose; Tsonton; John Jones; Gardiner; Garrett; Lyons; Aghee Smith; Karnopp; Blackmon; Yates; Riffe-Corder; Agnew; Clark; Cochran; Cutshall; Davis; Kelly Johnson; Naylor; Tos; Ruquet; Mosley; Nemeth; Arrington; Dadzie; Capra; Chavez; Sahadeo; Fenn; Calvin Johnson; Scolnik; Rochel Miller; Gonzalez; McMath; Shirley Anderson; Richardson; Kahassai; Holgerson; Auditore; Pfender; Villavicencio; Qin; Merrill; Bassett; Conley; Lewis; Juarez; Bradley; Sullivan; McCord; Icy Williams; Bassant; Peralta; McGaw; Schoen; King; Walker; Karl Miller; Greer; Brown; David Smith; Holt; Leslie; Adkins; Moore; Omar; Westbury; Koslicki; Arutyunyan; Hodge; Hixon; Sui; Woodby; Almonte; Holden; Petrillo; Zendedel; Porras; Holmes; Redden; Brauser; Denton; Tinsley; Ross; Shearer.*

⁸⁰ See *Wells; Sytnik; Willis; Archuleta; Callies; Reed; Armstrong-Reuter; Michael Williams; Ronald Miller; Edmondson; Barnhardt; Awusi; Oliver; Joshua Williams; Lattimore; Ledvora; Blue; Sprik; Panaccio; Dias; Thorp; Hashemian; Jose; Swink; Garrett; Wan; Tsonton; Karnopp; Cruz; Thomas; Agnew; Gemilyan; Polselli; Cutshall; Kelly Johnson; Mosley; Nemeth; Bassett; Arrington; Naylor; Dadzie; Capra; Rochel Miller; McMath; Shirley Anderson; Kahassai; Holgerson; Qin; Merrill; Conley; Lewis; Juarez; Bradley; Sullivan; Peralta; Bassant; King; Walker; Karl Miller; Redden; Shafran; Perdomo; Holden; Petrillo; Paulette Johnson; Brown; Osterman; Moore; Burstyn; Brauser; Westbury; Hodge; Martin; Porras; Holmes; Shearer.*

⁸¹ See *Portner; Oliver; Zeck; Sprik; Polselli; Ukomadu; Panaccio; McClure; Thorp; Jose; McKay; Dvorak; Swink; Clark; Cochran; Davis; Davis; Naylor; Kelly Johnson; Hayes; Tsonton; Chavez; Thomas; Frantz; Swedan; Brady; Sahadeo; Gemilyan; Calvin Johnson; Tirado; Rochel Miller; Gonzalez; Wan; Bassett; McMath; Qin; Lewis; Shafran; Richardson; Peralta; Taylor; Conley; Bradley; Karl Miller; Chapman-Shapiro; Brown; Hodge; Sui; Abdullah; Brauser; Petrillo; Zenedel; Porras; Holmes; Shearer.*

⁸² See *Wells; Sytnik; Archuleta; Reed; Ukomadu; McClure; Zeck; Lowenthal; Armstrong-Reuter; Ronald Miller; Edmondson; Barnhardt; Awusi; Wan; Richard Johnson; Tsonton; Cruz; Polselli; Joshua Williams; Blue; Sprik; Thorp; Hashemian; Jose; McKay; Naylor; Bassett; Gardiner; Riffe-Corder; Lattimore; Clark; Davis; Mosley; Dadzie; Sahadeo; Redden; Rochel Miller; McMath; Holgerson; Qin; Lewis; Merrill; Peralta; Taylor; Conley; Juarez; Schoen; Walker; Karl Miller; Chapman-Shapiro; Brauser; Shafran; Petrillo; Brown; Moore; Porras; Shearer.*

appeal the order approving stipulation or waiver,⁸³ and a statement that the U.S. trustee has not made or given any representations, promises, inducements, or other consideration to the debtor.⁸⁴

C. WHY DEBTORS WAIVE THEIR DISCHARGE

1. *Is this Discharge Necessary?*

It is possible that the debtor filed for bankruptcy protection not with the aim of discharging debts but only for the benefit of the automatic stay and the systematic collection and liquidation of assets to satisfy the debtor's creditors. If all prepetition debts are paid in full through the process, discharge is not necessary. But bankruptcy filings by solvent debtors (those with sufficient nonexempt assets to satisfy their debts in full) are very rare, and for consumer debtors the adverse consequences for their reputation and credit would militate against a bankruptcy filing in that situation. Although it is not unusual to find a waiver of discharge filed in a case in which there are no assets for distribution,⁸⁵ I found only one case filed in 2019 in which the debtor stated that a discharge was unnecessary because his or her creditors were being paid in full, and that was a chapter 13 case.⁸⁶

Another reason a debtor might waive discharge is if the debtor believes that the debtor has no need of a discharge but has filed for bankruptcy protection for another reason, such as to gain the benefit of the automatic stay. If the debtor has no nonexempt assets that can be reached by creditors even outside of bankruptcy, the waiver of a discharge may expose the debtor to post-bankruptcy litigation by creditors whose debts were not discharged, but any judgment will be uncollectible. The problem with this rationale for waiving discharge is that the debtor's assets may change over time, and a prepetition creditor whose debt is not discharged can attempt to collect from the debtor at any time before the statute of limitations bars such actions. If the debt were discharged, any future nonexempt assets would be unavailable to satisfy discharged prepetition claims.

⁸³ See Sytnik, Archuleta, McClure, Reed, Polselli, Cruz, Brady, Oliver, Holden, Sprik, Jose, Davis, Kelly Johnson, Mosley, Sahadeo, Naylor, Holgerson, Qin, Peralta, Wan, Conley, Yates, Bradley, Karl Miller, Brown, Moore, Hodge, Richardson, Shafran, Bassett, Petrillo, Porras, Holmes.

⁸⁴ See Sytnik, Archuleta, Oliver, Joshua Williams, Polselli, Brady, Sprik, Stewart, Jose, Riffe-Corder, Davis, Kelly Johnson, Mosley, Sahadeo, Naylor, Rochel Miller, Wan, Cruz, Holgerson, Yates, Richardson, Lattimore, Qin, Peralta, Bassett, Conley, Bradley, Sullivan, Walker, Karl Miller, Brown, Moore, Hodge, Shafran, Petrillo, Porras, Holmes, Shearer.

⁸⁵ In the cases filed in 2019 in which a waiver of discharge was granted, 100 were no asset cases. See Part III *infra*.

⁸⁶ See Kimberly D. Weller, No. 19-00614 (Bankr. N.D. W. Va. July 29, 2019) (Notice of Waiver of Discharge Provisions of 11 U.S.C. 1328(a), Doc. 73, filed Apr. 7, 2020).

2. *Future Discharge of Postpetition Debts.*

Another reason the debtor might seek to waive discharge is if the debtor has incurred debts postpetition that will not be subject to discharge in the current bankruptcy case,⁸⁷ and which the debtor will be precluded from discharging in a quickly-filed second bankruptcy because of the operation of § 727(a)(8).⁸⁸

Although courts have denied efforts by debtors to nullify the discharge in a bankruptcy case in order to permit the debtor to file a new bankruptcy case in which the debtor would seek to discharge debts incurred after the initial filing,⁸⁹ I found only one case in which the debtor's expressed reason for waiving discharge was the existence of significant postfiling debts.⁹⁰ The debtor in that case has not yet filed another bankruptcy case.

3. *Discharge in Subsequent Chapter 13.*

The debtor may also seek to waive discharge is to preserve the possibility of obtaining a discharge of the same debts in a subsequently-filed chapter 13 case.⁹¹ As previously discussed,⁹² debts that were covered by a waiver of discharge in one case are not subject to discharge in a subsequently-filed chapter 13 case if the debtor seeks a discharge without completing all payments under the chapter 13 plan under § 1328(b) (the so-called "hardship discharge"). That means that a debtor might attempt to file

⁸⁷ Under 11 U.S.C. § 727(b), the chapter 7 discharge "discharges the debtor from all debts that arose before the date of the order for relief under this chapter" other than debts excluded from discharge under § 523.

⁸⁸ 11 U.S.C. § 727(a)(8) bars a debtor from obtaining a discharge in a chapter 7 case if "the debtor has been granted a discharge under this section . . . in a case commenced within 8 years before the date of the filing of the petition."

⁸⁹ *In re Mitchell*, No. 90-0895, 1990 WL 10593996, at *2 (Bankr. S.D. Iowa Dec. 21, 1990). See also *In re Newton*, 490 B.R. 126, 129 (Bankr. D.D.C. 2013); *In re Nader*, No. 97-30043, 1998 WL 767459, at *6 (Bankr. E.D. Pa. Oct. 30, 1998); *In re Bailey*, 220 B.R. 706, 709 (Bankr. M.D. Ga. 1998) (declining to permit debtor to vacate the discharge and allow new case to be filed when tax claims have become dischargeable). But see *McDaniel v. United States (In re McDaniel)*, 350 B.R. 616, 619 (Bankr. M.D. Fla. 2006), *aff'd*, 363 B.R. 239 (M.D. Fla. 2007) (allowing debtor to vacate discharge order and voluntarily dismiss case when debtor's counsel erroneously told her that all her tax claims would be discharged in bankruptcy when in fact tolling period during prior bankruptcy case prevented discharge of those tax claims).

⁹⁰ See *Royal Lee Katzenstein and Christina Kay Katzenstein*, No. 19-50732 (Bankr. W.D. Tex. Apr. 1, 2019) (Notice of Joint Debtor's Acknowledgment of No Discharge, Doc. 36, filed Oct. 30, 2019) (stating that joint debtor "incurred costly, unexpected medical debt after the case was converted to Chapter 7" and declining to file financial management certificate so that her discharge would be withheld).

⁹¹ A chapter 13 discharge is barred if the debtor has received a discharge "in a case filed under chapter 7 . . . during the 4-year period preceding the date of the order for relief under [chapter 13]." 11 U.S.C. § 1328(f)(1).

⁹² See discussion at note 60 *supra*.

a chapter 13 case after waiving discharge in a chapter 7 case and successfully discharge a debt covered by that waiver upon successful completion of a chapter 13 plan under § 1328(a).⁹³

Although the court in *Asbury* refused to approve a waiver of discharge in part because of speculation by the creditors that this was the debtor's plan,⁹⁴ an attempt to use § 1328(a) to discharge debts as to which the debtor previously waived discharge may raise issues as to whether the subsequent chapter 13 case was filed in good faith.⁹⁵ At least one court has refused to approve a waiver of discharge when the debtor openly confessed his desire to file a chapter 13 case after the waiver was approved.⁹⁶ I have found no examples of cases in which a debtor who previously waived discharge in a chapter 7 case discharged the debts covered by that waiver in a subsequently-filed chapter 13 case.⁹⁷ However, some of the waivers signed by a chapter 7 debtor expressly state that they do not prevent the debtor from seeking a subsequent discharge under 11 U.S.C. § 1328(a).⁹⁸ Others

⁹³ 11 U.S.C. § 1328(a) requires the court to grant the debtor a discharge upon the completion of all payments under a chapter 13 plan, with certain specified exceptions that include debts described in § 523(a)(1)(B), (1)(C), (2), (3), (4), (5), (8) and (9) but not debts that were listed in a prior case in which the debtor waived discharge which are described in § 523(a)(10).

⁹⁴ *In re Asbury*, 408 B.R. 817, 821 (Bankr. W.D. Mo. 2009), *aff'd*, *Asbury v. Alliant Bank (In re Asbury)*, 423 B.R. 525, 529 (B.A.P. 8th Cir. 2010).

⁹⁵ See *In re Nelson*, No. 05-10660, 2006 WL 2091899, at *2 n. 3 (Bankr. N.D. Cal. 2006), *aff'd*, *Nelson v. Meyer (In re Nelson)*, No. 07-1093, 2007 WL 2385094 (B.A.P. 9th Cir. Aug. 8, 2007), *aff'd*, *Nelson v. Burchard (In re Nelson)*, 334 Fed. App'x. 65 (9th Cir. 2009).

⁹⁶ See *In re Stokes*, No. 6:09-01126, 2011 WL 10945123, at *2 (Bankr. M.D. Fla. Feb. 9, 2011) (denying the waiver on the grounds that the debtor was seeking to avoid the impact of § 1328(f), but also noting that the debtor had failed to appear at the hearing on the waiver and the court could not approve a waiver without conducting an inquiry of the debtor).

⁹⁷ I found three chapter 13 cases in which the Docket indicated a prior chapter 7 case in which discharge was waived that were subsequently dismissed without granting a discharge. See William Dudley Clemmer, No. 14-02084 (Bankr. M.D. Fla. Feb. 27, 2014); Nicolas Shane Goadvine, No. 13-11388 (Bankr. M.D. Fla. Aug. 28, 2013); Senayda Pierre, No. 10-21663 (Bankr. M.D. Fla. Dec. 6, 2010). I found two cases in which the debtor initially filed under chapter 7, waived discharge, and then converted the case to chapter 13 in which the chapter 13 case is ongoing and the debtor has not yet sought discharge. See June Prince Brannen, No. 20-50258 (Bankr. M.D. Ga. Feb. 7, 2020); Kelly Lynette Johnson, No. 19-49953 (Bankr. E.D. Mich. July 8, 2019). In one case, the debtor filed a chapter 7 case, the U.S. trustee filed an adversary proceeding to deny the debtor a discharge, and then settled the adversary proceeding by allowing the debtor to convert the case to one under chapter 13 but stipulating that if the chapter 13 case were reconverted to chapter 7 the debtor would be ineligible for a discharge. See *Vara v. Nguyen*, Adv. No. 19-00199 (Bankr. E.D. Pa. Oct. 10, 2019) (Stipulation and Agreement Resolving Adversary Complaint, Doc. No. 7-2, filed Dec. 17, 2019).

⁹⁸ See Joshua Thomas Williams, No. 19-02720 (Bankr. S.D. Iowa Nov. 19, 2019) (Waiver of Discharge, Doc. 66, filed Apr. 28, 2021); Kelly Lynette Johnson, No. 19-49953 (Bankr. E.D. Mich. July 8, 2019) (Stipulation for Entry of Order (1) Waiving Kelly Lynette Johnson's Chapter 7 Discharge Under 11 U.S.C. § 727(a)(10); and (2) converting Debtor's Case to Chapter 13, Doc. 55, filed Mar. 6, 2020); *Vara v. Woodrow*, Adv. No. 20-02417 (Bankr. E.D. Mich. Apr. 29, 2020) (Stipulation for Entry of Order Waiving Discharge Under 11 U.S.C. § 727(a)(10), Doc. 18, filed Sept. 29, 2020); *cf.* Yorketta

state (erroneously) that the debtor will not be able to discharge any of such liabilities in any future bankruptcy case.⁹⁹

4. *Resolution of Pending or Threatened Adversary Proceeding.*

In most of the cases in this study, the waiver of discharge follows institution of an adversary proceeding seeking to deny the debtor a discharge, often shortly thereafter.¹⁰⁰ In the others, the waiver or stipulation

Ann Agnew, No. 19-21301 (Bankr. N.D. Ill. July 30, 2019) (Voluntary Waiver of Discharge, Doc. 27-1, filed Feb. 4, 2020) (states that the debts covered by the waiver “shall not be dischargeable in this or in any future Chapter 7 case which I may file, and may not be dischargeable or discharged in a future Chapter 13”).

⁹⁹ See Michael J. Williams, Jr. and Elizabeth Williams, No. 19-82752 (Bankr. N.D. Ill. Nov. 30, 2019) (Voluntary Waiver of Discharge Pursuant to § 727(a)(10), Doc. 3301, filed June 4, 2020); Traycee J. Edmondson, No. 19-33466 (Bankr. N.D. Ill. Nov. 25, 2019) (Traycee J. Edmondson’s Voluntary Waiver of Discharge, Doc. 48-2, filed Apr. 28, 2020); Ronald Gene Lyons, No. 19-30367 (Bankr. S.D. W. Va. Aug. 18, 2019) (Stipulation for Waiver of Discharge, Doc. 54-1, filed Oct. 15, 2020); Marshall Edward Blackmon, No. 19-04009 (Bankr. D.S.C. July 31, 2019) (Written Waiver of Discharge by Marshall Edward Blackmon, Doc. 85, filed Sept. 7, 2021); Natalie Paige Cochran, No. 19-50122 (Bankr. S.D. W. Va. July 24, 2019) (Stipulation for Waiver of Discharge, Doc. 226-1, filed Nov. 17, 2020); Kevin B. Tos, No. 19-03598 (Bankr. D.S.C. July 5, 2019) (Written Waiver of Discharge, Doc. 30, filed Jan. 11, 2020); Todd Ryan Ruquet, No. 19-03431 (Bankr. D.S.C. June 27, 2019) (Written Waiver of Discharge by Todd Ryan Ruquet, Doc. 31, filed Dec. 23, 2019); Chad E. Cutshall, No. 19-20754 (Bankr. N.D. Ill. July 24, 2019) (Voluntary Waiver of Discharge, Doc. 41-1, Filed Sept. 13, 2019); Louis John Capra, No. 19-15935 (Bankr. N.D. Ill. June 4, 2019) (Voluntary Waiver of Discharge, Doc. 135-1, filed Nov. 7, 2019); Thomas Peter Fenn and Josie Ann Fenn, No. 19-02858 (Bankr. D.S.C. May 29, 2019) (Written Waiver of Discharge, Doc. 18, filed Oct. 16, 2019); Calvin Odell Johnson, No. 19-30224 (Bankr. S.D. W. Va. May 24, 2019) (Stipulation for Waiver of Discharge, Doc. 34-1, filed Sept. 20, 2019); Tesfamichael Kahassai, No. 19-14586 (Bankr. N.D. Ill. May 21, 2019) (Voluntary Waiver of Discharge, Doc. 20-1, filed Dec. 30, 2019); Shirley J. Anderson, No. 19-14562 (Bankr. N.D. Ill. May 21, 2019) (Voluntary Waiver of Discharge, Doc. 55-1, filed Feb. 28, 2020); Blanca Zarza Juarez, No. 19-11328 (Bankr. N.D. Ill. Apr. 17, 2019) (Blanca Zarza Juarez’s Voluntary Waiver of Discharge, Doc. 11, filed June 3, 2019); William Mark Sullivan and Michelle Ann Sullivan, No. 19-10757 (Bankr. N.D. Okla. Apr. 15, 2019) (Waiver of Discharge of William Mark Sullivan, Doc. 80-1, filed Aug. 29, 2019); Constantin Kari, No. 19-11032 (Bankr. N.D. Ill. Apr. 16, 2019) (Waiver of Discharge, Doc. 67-1, filed June 22, 2020); Orlando M. Perdomo, No. 19-10812 (Bankr. E.D. Va. Mar. 14, 2019) (Waiver of Discharge by Orlando M. Perdomo, Jr., Doc. 215-2, filed Sept. 24, 2021); Robert Dale Adkins and Brenda Gail Adkins, No. 19-30056 (Bankr. S.D. W. Va. Feb. 19, 2019) (Stipulation for Waiver of Discharge, Doc. 33-1, filed July 15, 2019); Rabi Zakaria Omar, No. 19-00907 (Bankr. D.S.C. Feb. 14, 2019) (Written Waiver of Discharge, Doc. 15, filed May 17, 2019). Cf. Paulette Johnson, No. 19-00972 (Bankr. M.D. Pa. Mar. 11, 2019) (Stipulation of Settlement with Respect to the Complaint of the United States Trustee Objecting to Discharge of Debtor, Doc. 13-1, filed June 24, 2021) (including a provision under which debtor agreed not to file a petition “under any chapter of the United States Bankruptcy Code in any jurisdiction seeking to discharge the debtor” of the debts covered by the waiver).

Compounding the error, the waiver in *Sullivan* also states that the automatic stay “will terminate immediately,” which is not a consequence of waiving discharge.

¹⁰⁰ See Fitzgerald v. Blackmon, Adv. No. 21-80047 (Bankr. D.S.C. Aug. 3, 2021) (waiver filed Sept. 7, 2021); Gargula v. Bradley, Adv. No. 21-05033 (Bankr. N.D. Ga. Mar. 23, 2021) (stipulation and waiver filed Apr. 21, 2021); Snyder v. Dvorak, Adv. No. 21-03006 (Bankr. D. Minn. Feb. 22, 2021) (memorandum waiving discharge filed Mar. 23, 2021); U.S. Trustee v. Sahadeo, Adv. No. 20-02190 (Bankr. E.D. Cal. Dec. 31, 2020) (stipulation filed Mar. 1, 2021); Gargula v. Ingram, No. 20-06277

(Bankr. N.D. Ga. Dec. 11, 2020) (waiver filed June 17, 2021); *Harrington v. Petrillo*, Adv. No. 20-01019 (Bankr. D.R.I. Nov. 5, 2021) (stipulation filed Feb. 3, 2021); *Snyder v. Williams*, Adv. No. 20-30093 (Bankr. S.D. Iowa Oct. 1, 2020) (order approving stipulation filed Apr. 29, 2021); *U.S. Trustee v. Johnson* (Richard Johnson), Adv. No. 20-80064 (Bankr. D.S.C. Sept. 14, 2020) (consent order filed Jan. 5, 2021); *Layng v. Reed*, Adv. No. 20-90634 (Bankr. N.D. Ill. July 15, 2020); *U.S. Trustee-Greenbelt v. McCord*, Adv. No. 20-00212 (Bankr. D. Md. July 15, 2020) (waiver filed Nov. 20, 2020); *Gargula v. Davis*, Adv. No. 20-06160 (Bankr. N.D. Ga. Aug. 14, 2020) (waiver filed Sept. 15, 2020); *U.S. Trustee v. Hayes*, Adv. No. 01132 (Bankr. C.D. Cal. July 29, 2020) (stipulation filed Sept. 22, 2020); *U.S. Trustee v. Tirado*, Adv. No. 20-01125 (Bankr. C.D. Cal. July 10, 2020) (stipulation filed Sept. 11, 2020); *O'Connor v. Gorton*, Adv. No. 20-90015 (Bankr. N.D.N.Y. July 6, 2020) (stipulation filed Aug. 18, 2020); *Gargula v. Clark*, Adv. No. 20-50084 (Bankr. S.D. Ind. June 30, 2020) (order approving stipulated motion to approve waiver of discharge filed July 7, 2021); *Layng v. Miller* (Ronald Miller), Adv. No. 20-96027 (Bankr. N.D. Ill. June 30, 2020) (voluntary waiver of discharge filed Aug. 7, 2020); *U.S. Trustee v. Levine*, Adv. No. 20-00178 (Bankr. D. Ariz. June 30, 2020) (waiver filed Aug. 24, 2020); *Neary v. Blue*, Adv. No. 20-03083 (Bankr. N.D. Tex. June 26, 2020) (motion to approve waiver filed Apr. 13, 2021); *Layng v. Barnhardt*, Adv. No. 20-00053 (Bankr. W.D. Wis. June 26, 2020) (order approving waiver of discharge filed Nov. 25, 2020); *U.S. Trustee v. Petzel*, Adv. No. 20-02100 (Bankr. W.D. Pa. June 25, 2020) (Consent Order filed Aug. 8, 2020); *Miller v. Wilkerson*, Adv. No. 19-08014 (Bankr. E.D. Okla. June 17, 2019) (motion to enter agreed judgment denying discharge filed Oct. 24, 2019); *Lashinsky v. Archuleta*, Adv. No. 20-01036 (Bankr. D.N.M. June 15, 2020) (stipulation regarding waiver filed Aug. 24, 2020); *Layng v. Zeck*, Adv. No. 20-01165 (Bankr. D. Colo. June 3, 2020) (stipulated motion filed Mar. 29, 2021); *U.S. Trustee v. Awusi*, Adv. No. 20-00176 (Bankr. D. Md. June 2, 2020) (waiver of discharge filed May 12, 2021); *Dunn v. Burstyn*, Adv. No. 20-01229 (Bankr. S.D. Fla. May 31, 2020) (waiver filed Aug. 13, 2020); *Crowley v. Bashara*, No. 20-07017 (Bankr. E.D. Va. May 31, 2020) (motion to approve waiver of discharge filed Dec. 15, 2020); *Hobbs v. Marino*, Adv. No. 20-05036 (Bankr. W.D. Tex. May 29, 2020) (waiver filed Jan. 22, 2021); *Hobbs v. McClure*, Adv. No. 20-07006 (Bankr. W.D. Tex. May 18, 2020) (stipulation filed July 2, 2020); *Vara v. Triantos*, Adv. No. 20-0161 (Bankr. E.D. Pa. May 15, 2020) (waiver filed Sept. 29, 2021); *Fitzgerald v. Heckman*, Adv. No. 20-06016 (Bankr. W.D. Va. May 13, 2020) (Order Denying Discharge filed Dec. 9, 2020); *Gargula v. Watson*, Adv. No. 20-01006 (Bankr. S.D. Ga. May 13, 2020) (joint motion for entry of stipulated judgment entered Feb. 9, 2021); *U.S. Trustee v. Polselli*, Adv. No. 20-01010 (Bankr. D.R.I. May 11, 2020) (stipulation filed June 25, 2020); *Whittaker v. Kendall*, Adv. No. 20-02051 (Bankr. S.D. Ohio May 1, 2020) (agreed order filed May 29, 2020); *U.S. Trustee v. Swedan*, Adv. No. 20-01048 (Bankr. C.D. Cal. Apr. 29, 2020); *Vara v. Woodrow*, Adv. No. 20-04217 (Bankr. E.D. Mich. Apr. 29, 2020) (stipulation for entry of judgment filed Sept. 29, 2020); *Gargula v. Frye*, Adv. No. 20-09005 (Bankr. C.D. Ill. Apr. 28, 2020) (waivers filed Nov. 30, 2020); *Layng v. Kari*, Adv. No. 20-00161 (Bankr. N.D. Ill. Apr. 27, 2020) (waiver filed June 22, 2020); *U.S. Trustee v. Raper*, Adv. No. 20-03006 (Bankr. W.D. Mo. Apr. 23, 2020) (stipulation of judgment denying discharge filed Jan. 8, 2021); *Harrington v. Davae*, Adv. No. 20-01052 (Bankr. D. Mass. Apr. 15, 2020) (waiver filed May 13, 2020); *Vara v. Tsonton*, Adv. No. 20-05019 (Bankr. N.D. Ohio Apr. 14, 2020) (agreed order filed June 11, 2020); *U.S. Trustee v. Gemilyan*, Adv. No. 20-01045 (Bankr. C.D. Cal. Apr. 13, 2020) (stipulation filed May 21, 2020); *Layng v. Wells*, Adv. No. 20-96013 (Bankr. N.D. Ill. Apr. 13, 2020) (motion to approve waiver of discharge filed Apr. 29, 2020); *Husted v. Smith* (Aghee Smith), Adv. No. 20-02034 (Bankr. E.D. Cal. Mar. 31, 2020) (waiver filed Sept. 21, 2020); *Snyder v. Gray*, Adv. No. 20-04046 (Bankr. D. Minn. Mar. 30, 2020) (Memorandum of Fact and Law filed May 5, 2020); *Snyder v. Anderson*, Adv. No. 20-04039 (Bankr. D. Minn. Mar. 19, 2020) (Memorandum of Fact and Law filed Apr. 13, 2020); *U.S. Trustee v. Hixon*, Adv. No. 20-04022 (Bankr. W.D. Mo. Mar. 19, 2020) (stipulated judgment denying discharge filed July 14, 2020); *Vara v. Sintic*, Adv. No. 20-01025 (Bankr. N.D. Ohio Mar. 16, 2020) (agreed judgment filed Apr. 22, 2020); *Amborn v. Wood*, Adv. No. 20-06013 (Bankr. D. Or. Mar. 12, 2020) (stipulated judgment filed Mar. 13, 2020); *Fitzgerald v. Johnson* (Robert Stone Johnson), Adv. No. 20-80022 (Bankr. D.S.C. Mar. 5, 2020) (consent order denying debtor a discharge filed July 2, 2020); *Neary v. Acevedo-Gonzales*, Adv. No. 20-04034 (Bankr. E.D. Tex. Feb. 26, 2020) (agreed final judgment

denying debtor's discharge filed Apr. 7, 2020); *Lashinsky v. Sprik*, Adv. No. 20-01008 (Bankr. N.D. Okla. Feb. 26, 2020) (stipulation filed Apr. 29, 2020); *U.S. Trustee v. Richardson*, Adv. No. 20-90024 (Bankr. M.D. Tenn. Feb. 18, 2020) (motion to approve waiver filed Feb. 28, 2020); *MAMA Constr. Co. v. Waddington*, Adv. No. 20-00026 (Bankr. E.D. Pa. Feb. 14, 2020) (waiver of discharge filed Feb. 20, 2020); *McBeth v. Chapman-Shapiro*, Adv. No. 20-01017 (Bankr. C.D. Cal. Feb. 14, 2020) (motion to approve stipulation filed Oct. 21, 2020); *Gargula v. Naylor*, Adv. No. 20-01011 (Bankr. N.D. Ind. Feb. 12, 2020) (agreed order filed Mar. 23, 2020); *Gargula v. Brady*, Adv. No. 20-03007 (Bankr. N.D. Ind. Feb. 10, 2020) (agreed order filed Mar. 11, 2021); *Layng v. Ledvora*, Adv. No. 20-96004 (Bankr. N.D. Ill. Feb. 10, 2020) (waiver signed Mar. 18, 2020); *Evangelista v. Ukomadu*, Adv. No. 20-04054 (Bankr. E.D. Mich. Feb. 5, 2020) (stipulation filed July 6, 2020); *Gargula v. McKay*, Adv. No. 20-08003 (Bankr. C.D. Ill. Jan. 24, 2020) (stipulated order filed May 4, 2020); *Neary v. Hashemian*, Adv. No. 20-04004 (Bankr. N.D. Tex. Jan. 23, 2020) (affidavit waiving discharge filed Jan. 6, 2021); *Vara v. Shafran*, Adv. No. 20-01036 (Bankr. D.N.J. Jan. 22, 2020) (consent order filed Mar. 4, 2020); *Vara v. Alexander*, Adv. No. 20-02004 (Bankr. S.D. Ohio Jan. 15, 2020) (stipulation filed June 18, 2020); *Layng v. Arrington*, Adv. No. 19-00095 (Bankr. W.D. Wis. Dec. 30, 2019) (voluntary waiver of discharge filed Apr. 23, 2020); *Layng v. Garrett*, Adv. No. 19-02213 (Bankr. E.D. Wis. Dec. 27, 2019) (voluntary waiver of discharge filed Feb. 12, 2020); *Layng v. Nemeth*, Adv. No. 19-02205 (Bankr. E.D. Wis. Dec. 23, 2019) (voluntary waiver of discharge filed Mar. 9, 2020); *U.S. Trustee v. Holgerson*, Adv. No. 19-05034 (Bankr. D. Conn. Dec. 20, 2019) (stipulation denying discharge filed Nov. 23, 2020); *Vara v. McMath*, Adv. No. 19-05114 (Bankr. N.D. Ohio Dec. 20, 2019) (stipulation and order resolving the U.S. trustee's complaint to deny discharge filed Sept. 9, 2020); *Marshack v. Hughes*, Adv. No. 19-01228 and *Seligman v. Hughes*, No. 19-01229 (Bankr. C.D. Ca. Dec. 9, 2019) (motion to approve compromise filed Mar. 9, 2021); *Office of U.S. Trustee v. Dadzie*, Adv. No. 19-00459 (Bankr. D. Md. Dec. 9, 2019) (consent order approving waiver of discharge filed Apr. 16, 2021); *McDermott v. Hunter*, Adv. No. 19-01057 (Bankr. S.D. Ohio Dec. 5, 2019) (stipulation and agreed order waiving discharge filed Jan. 10, 2020); *Fitzgerald v. Tos*, Adv. No. 19-80100 (Bankr. D.S.C. Dec. 6, 2019) (waiver filed Jan. 11, 2020); *McDermott v. Henry*, No. 19-02152 (Bankr. S.D. Ohio Dec. 4, 2019) (waiver filed Jan. 15, 2020); *Snyder v. Ross*, Adv. No. 19-04258 (Bankr. D. Minn. Dec. 2, 2019) (motion for debtor to waive discharge filed Apr. 21, 2020); *McDermott v. Thorp*, Adv. No. 19-01115 (Bankr. N.D. Ohio Nov. 20, 2019) (stipulation and order filed Apr. 13, 2020); *Allied World Ins. Co. v. Perdomo*, Adv. No. 19-01110 (Bankr. E.D. Va. Nov. 20, 2019) (consent order approving waiver of discharge filed Sept. 24, 2021); *U.S. Trustee-Baltimore v. Swink*, No. 20-00354 (Bankr. D. Md. Nov. 19, 2020) (waiver of discharge filed Feb. 4, 2021); *Harper v. Mosley*, Adv. No. 19-05012 (Bankr. W.D. Ky. Nov. 7, 2019) (waiver filed Nov. 26, 2019); *Vara v. Villavicencio*, Adv. No. 19-02140 (Bankr. S.D. Ohio Nov. 7, 2019) (stipulation and agreed order waiving and denying discharge filed Sept. 25, 2020); *McDermott v. Williams (Francis Williams)*, Adv. No. 19-03067 (Bankr. N.D. Ohio Nov. 5, 2019) (agreed judgment filed May 6, 2020); *U.S. Trustee v. Johnson (Paulette Johnson)*, Adv. No. 19-00111 (Bankr. M.D. Pa. Nov. 4, 2019) (stipulation of settlement filed June 24, 2021); *U.S. Trustee v. Cochran*, Adv. No. 19-05006 (Bankr. S.D. W. Va. Oct. 15, 2019) (stipulation and waiver filed Nov. 17, 2020); *Vara v. Lewis*, Adv. No. 19-04035 (Bankr. N.D. Ohio Oct. 10, 2019) (agreed order waiving discharge filed Mar. 1, 2021); *U.S. Trustee v. Riffe-Corder*, Adv. No. 19-00536 (Bankr. M.D. Fla. Oct. 29, 2019) (motion requesting approval of waiver filed Nov. 18, 2019); *Vara v. Johnson (Kelly Johnson)*, Adv. No. 19-04458 (Bankr. E.D. Mich. Oct. 15, 2019) (stipulation for entry of order waiving discharge filed Mar. 6, 2020); *U.S. Trustee v. Chavez*, Adv. No. 19-01133 (Bankr. C.D. Cal. Sept. 30, 2019) (stipulation waiving discharge filed Nov. 26, 2019); *Goodrich v. Cerros*, Adv. No. 19-01327 (Bankr. C.D. Cal. Sept. 26, 2019) (waiver of discharge filed Sept. 10, 2020); *McDermott v. Brauser*, Adv. No. 19-05094 (Bankr. N.D. Ill. Sept. 23, 2019) (agreed order filed Nov. 25, 2020); *U.S. Trustee v. Miller (Karl Miller)*, Adv. No. 19-01095 (Bankr. W.D. Okla. Sept. 15, 2019) (stipulation regarding waiver filed Oct. 1, 2019); *U.S. Trustee v. Johnson (Calvin Johnson)*, Adv. No. 19-03006 (Bankr. S.D. W. Va. Sept. 6, 2019) (waiver filed Sept. 20, 2019); *Gargula v. Nguyen*, Adv. No. 19-04024 (Bankr., S.D. Ga. Sept. 13, 2019) (joint motion for entry of stipulated judgment approving waiver of discharge filed Oct. 23, 2019); *Warfield v. Wuestehube*, Adv. No. 19-00314 (Bankr. D. Ariz. Sept. 4, 2019) (judgment filed Apr. 15, 2020); *U.S. Trustee v. Walker*, Adv. No. 19-00447 (Bankr. M.D. Fla.

was executed by the debtor only when the U.S. trustee threatened to file an adversary proceeding to seeking deny the debtor a waiver, as often evidenced by the motions made to obtain one or more extensions of the time in which to object to discharge.¹⁰¹ In all those situations, the waiver of

Sept. 4, 2019) (motion requesting approval of waiver filed Nov. 29, 2019); U.S. Trustee v. Peralta, Adv. No. 19-01031 (Bankr. D.R.I. Aug. 29, 2019) (stipulation denying discharge filed Sept. 17, 2019); U.S. Trustee v. Sui, Adv. No. 19-01121 (Bankr. C.D. Cal. Aug. 26, 2019) (stipulation for entry of judgment in favor of plaintiff filed Aug. 18, 2020); Snyder v. LaPoint (Roxanne Lapoint), Adv. No. 19-04212 (Bankr. D. Minn. Aug. 26, 2019) (notice and motion for waiver of discharge filed Apr. 15, 2020); Snyder v. Lapoint (Gary Lapoint), Adv. No. 19-03077 (Bankr. D. Minn. Aug. 26, 2019) (notice and waiver of discharge filed Apr. 9, 2020); U.S. Trustee v. Greer, Adv. No. 19-06039 (Bankr. W.D. Va. Aug. 14, 2019) (waiver of discharge filed Aug. 29, 2019); McDonnell v. Zois, Adv. No. 19-02076 (Bankr. D.N.J. Aug. 2, 2019) (stipulation and consent order filed Mar. 11, 2020); Gargula v. Leslie, Adv. No. 19-04006 (Bankr. N.D. Ind. July 30, 2019) (debtor's voluntary waiver of discharge filed Oct. 24, 2019); McDermott v. Brown, Adv. No. 19-04327 (Bankr. E.D. Mich. July 30, 2019) (stipulation for entry of order denying debtor's discharge filed Sept. 3, 2019); Layng v. Frantz, Adv. No. 19-02114 (Bankr. E.D. Wis. July 22, 2019) (joint motion filed Nov. 25, 2020); McDermott v. Thomas, Adv. No. 19-01069 (Bankr. N.D. Ohio July 16, 2019) (stipulation filed Aug. 22, 2019); Gargula v. Porras, Adv. No. 19-02038 (Bankr. N.D. Ind. July 15, 2019) (agreed order filed Nov. 20, 2019); U.S. Trustee v. Westbury, No. 19-00248 (Bankr. D. Md. July 8, 2019); Neary v. Bassett, Adv. No. 19-02002 (Bankr. E.D. Tex. July 9, 2019) (agreed judgment filed Mar. 17, 2020); Gargula v. Taylor, Adv. No. 19-09012 (Bankr. C.D. Ill. June 19, 2019) (stipulation of the parties filed July 2, 2019); Ulrich v. Walden, Adv. No. 19-00212 (Bankr. D. Ariz. June 12, 2019); Walters v. McGaw, Adv. No. 19-01173 (Bankr. D. Colo. July 2, 2019) (motion to approve waiver of discharge filed July 7, 2020); U.S. Trustee v. Schoen, Adv. No. 19-00127 (Bankr. E.D. Pa. June 12, 2019) (stipulation and order denying debtor's discharge filed Aug. 14, 2019); Mahendru v. Guzman Vazquez, Adv. No. 19-00206 (Bankr. M.D. Fla. May 31, 2019) (stipulation filed Jan. 8, 2020); U.S. Trustee v. Abdallah, Adv. No. 19-00067 (Bankr. M.D. Pa. May 30, 2019) (stipulation filed Feb. 10, 2020); McDermott v. Woodby, Adv. No. 19-02072 (Bankr. S.D. Ohio May 28, 2019) (waiver of discharge filed June 22, 2020); Avery v. Pimentel, Adv. No. 19-01146 (Bankr. C.D. Cal. May 20, 2019) (waiver filed June 25, 2021); U.S. Trustee v. Chea, Adv. No. 19-03449 (Bankr. S.D. Tex. Apr. 29, 2019) (waiver of discharge filed Aug. 29, 2019); McDermott v. Martin, Adv. No. 19-03016 (Bankr. N.D. Ohio Apr. 29, 2019) (agreed judgment filed Dec. 16, 2019); Danny's Silver Jewelry, Inc. v. Zendedel, Adv. No. 19-01111 (Bankr. C.D. Cal. Apr. 18, 2019) (stipulation filed Nov. 17, 2020); McDermott v. Shearer, Adv. No. 19-01019 (Bankr. S.D. Ohio Apr. 5, 2019) (stipulation and agreed order filed May 3, 2019).

¹⁰¹ A complaint objecting to discharge must be filed no later than "60 days after the first date set for the meeting of creditors under § 341(a), Fed. R. Bankr. P. 4004(a), but the court "may for cause extend the time to object to discharge" on motion and after notice and hearing. Fed. R. Bankr. P. 4004(b). In many cases in the study, there were multiple motions to extend the time or other indications that a complaint was imminent. See *Portner* (one extension); *Sytnik* (nine extensions); *Armstrong-Reuter* (no extensions, but U.S. trustee had filed motion for 2004 exam); *Willis* (one extension); *Callies* (one extension); *Lowenthal* (two extensions); *Michael Williams* (two extensions); *Edmondson* (one extension); *Hatu* (four extensions); *Matheny* (one extension); *Oliver* (no extensions, but stipulation mentioned U.S. trustee's intention to file adversary proceeding); *Wright* (waiver filed same day as U.S. trustee's motion for extension); *Herskovits* (no extension, but stipulation stated that U.S. trustee was investigating debtor's lack of candid financial disclosure); *Arvin* (two extensions); *Karnopp* (two extensions); *Panaccio* (two extensions); *Charles Smith* (five extensions); *Howell* (three extensions and motion filed for fourth); *Wolford* (no extension, but stipulation and agreed order waiving and denying discharge mentioned that U.S. trustee was prepared to file a complaint to deny discharge); *Dias* (no extensions but waiver was filed shortly after § 341 meeting); *Jose* (no extension but waiver said that U.S. trustee had "raised issues relating to Section 727(a)"); *John Jones* (one extension); *Gardiner* (two extensions); *Lyons* (stipulation stated that U.S. trustee "intends to prosecute a complaint to deny the

discharge is proffered by the debtor as a means of settling the actual or prospective adversary proceeding. The consequences of waiving discharge are the same as if the court denied the debtor a discharge after an objection was filed.¹⁰²

Why does the United States trustee (and it is usually the United States trustee) bring these actions to deny the debtor a discharge? The grounds for seeking denial of discharge in the cases in which waivers or stipulations were obtained include intent to hinder, delay or defraud under § 727(a)(2),¹⁰³ failure to keep adequate records under § 727(a)(3),¹⁰⁴ making

debtor's discharge"); *Agnew* (one extension); *Cutshall* (motion filed for first extension, withdrawn when waiver filed); *Ruquet* (two extensions); *Haluta* (one extension, and motion to approve waiver described conduct warranting denial of discharge); *Raynard Johnson* (one extension); *Fenn* (one extension); *You* (two extensions); *Conley* (two extensions); *Cruz* (one extension); *Scolnik* (one extension and stipulation stated that U.S. trustee and trustee were prepared to seek denial of discharge); *Capra* (trustee had just filed a motion seeking conversion of case from chapter 11 to chapter 7 or dismissal based on conduct that justified denial of discharge); *Yates* (one extension); *Rochel Miller* (four extensions); *Wan* (two extensions); *Shirley Anderson* (two extensions and motion for 2004 exam); *Kahassi* (two extensions); *Pfender* (five extensions); *Qin* (one extension); *Merrill* (three extensions and waiver stated that U.S. trustee would file an adversary proceeding); *Juarez* (major creditor had filed motion for relief from stay and had threatened to file adversary proceeding challenging dischargeability of their debts); *Sullivan* (one extension); *Icy Williams* (one extension); *Bassant* (five extensions); *Camille* (four extensions); *King* (one extension); *David Smith* (one extension); *Osterman* (motion for extension itemizing omissions in SOFA and schedules); *Holt* (two extensions); *Auditore* (no extensions, but stipulation and agreed order stated that trustee was prepared to file a complaint to deny discharge); *Kokosis* (three extensions); *Adkins* (one extension); *Moore* (two extensions); *Omar* (one extension); *Redden* (one extension); *Arutyunyan* (one extension); *Hodge* (one extension); *Almonte* (one extension); *Holmes* (one extension); *Denton* (one extension); *Holden* (U.S. trustee filed statement of presumed abuse, and advised debtor that there was a basis to file a complaint seeking to deny discharge); *Rivera* (one extension); *Tinsley* (one extension); *Cochrane* (four extensions); *Balsamo* (ten extensions); *cf. Stewart* (debtors refused to attend § 341 meeting in person because they had moved from Maine to South Carolina and U.S. trustee agreed not to pursue litigation if they waived discharge).

¹⁰² See, e.g., *Red River Resources, Inc. v. Collazo*, No. 14-04961, 2015 WL 1846498, at *7 (N.D. Cal. Apr. 8, 2015); *In re Nelson*, No. 05-10660, 2006 WL 2091899, at *2 n.3 (Bankr. N.D. Cal. July 26, 2006), *aff'd*, *Nelson v. Meyer (In re Nelson)*, No. NC-0701093, 2007 WL 2385094 (B.A.P. 9th Cir. 2007), *aff'd*, *Nelson v. Burchard (In re Nelson)*, 334 Fed. App'x 65 (9th Cir. 2009).

¹⁰³ See *Dvorak*; *Bashara*; *Archuleta*; *Petrillo*; *Hughes*; *Ronald Miller*; *Ingram*; *Awusi*; *Barnhardt*; *Joshua Williams*; *Waddington*; *James Alexander*; *Ledvora*; *Kendall*; *Wuestehube*; *Gorton*; *Swedan*; *Hayes*; *Triantos*; *Brady*; *Tirado*; *Guy Watson*; *Sprick*; *Woodrow*; *Linda Anderson*; *Marino*; *Frye*; *Gray*; *Frantz*; *McKay*; *Swink*; *Thorp*; *Levine*; *McClure*; *Blackmon*; *Francis Williams*; *Paulette Johnson*; *Naylor*; *Kelly Johnson*; *Cochran*; *Lewis*; *Riffe-Corder*; *Walker*; *Chavez*; *Sintic*; *Heckman*; *Raper*; *Guzman Vazquez*; *Hixon*; *Gonzalez*; *Holgerson*; *Davis*; *Davae*; *Tos*; *Mosley*; *McMath*; *Polselli*; *Perdomo*; *Dadzie*; *Villavicencio*; *Nguyen*; *Shafra*; *Bradley*; *Peralta*; *Sui*; *Greer*; *Zois*; *Leslie*; *Brown*; *Porras*; *Taylor*; *Walden*; *Schoen*; *Abdallah*; *Woodby*; *Shearer*; *Garrett*; *McGaw*; *Karl Miller*; *Chapman-Shapiro*; *Brauser*; *Cerros*; *Kari*; *Burstyn*; *Gary Lapoint*; *Zendedel*; *Ross*; *Wilkerson*.

¹⁰⁴ See *Reed*; *Wells*; *Awusi*; *Barnhardt*; *Joshua Williams*; *Ledvora*; *Triantos*; *Guy Watson*; *Woodrow*; *Hunter*; *Marino*; *Gray*; *Swink*; *Thorp*; *Swedan*; *Francis Williams*; *Westehube*; *Tsonton*; *Thomas*; *Kendall*; *Gemilyan*; *Tirado*; *Petzel*; *Kelly Johnson*; *Cochran*; *Lewis*; *Clark*; *Heckman*; *Raper*; *Henry*; *Arrington*; *Hashemian*; *Ukomadu*; *Richardson*; *Aghie Smith*; *Levine*; *McClure*; *Blackmon*; *Naylor*; *Mosley*; *McMath*; *Perdomo*; *Hughes*; *Ronald Miller*; *Villavicencio*; *Nguyen*; *Sui*; *Roxanne*

a false oath under § 727(a)(4),¹⁰⁵ failure to provide a satisfactory explanation for loss of assets under § 727(a)(5),¹⁰⁶ refusal to obey a court order under § 727(a)(6),¹⁰⁷ and/or a similar act in another case within the prior year under § 727(a)(7).¹⁰⁸

But in 100 of the cases in which the debtor waived discharge or stipulated to denial of discharge, the case had no assets to distribute to creditors.¹⁰⁹ One may ask what the U.S. trustee sought to accomplish by denying the debtor a discharge when the creditors would not benefit from that action. The U.S. trustee certainly knows about the debtor's assets; it is generally the discovery that the debtor has not disclosed all those assets or lied about them that leads to the effort to deny discharge. And having accomplished the denial of discharge, the U.S. trustee has nothing more to do in the bankruptcy case. Indeed, in most of the cases in which there were no assets and the debtor waived discharge the case was closed shortly after

Lapoint; Zois; Shafran; Leslie; Brown; Westbury; Walden; Chea; Garrett; Nemeth; Chapman-Shapiro; Brauser; Cerros; Kari; McCord; Burstyn; Gary Lapoint; Zendedel; Ross.

¹⁰⁵ See Dvorak; Wells; Archuleta; Petrillo; Reed; Ronald Miller; Ingram; Awusi; Barnhardt; Joshua Williams; Waddington; James Alexander; Ledvora; Triantos; Guy Watson; Thomas; Brady; Gemilyan; Polselli; Sprik; Woodrow; Hunter; Linda Anderson; Marino; Frye; Swedan; Gray; Frantz; Tsonton; Hayes; Hashemian; McKay; Swink; Thorp; Ukomadu; Tirado; Aghee Smith; Sintic; Petzel; Wuesthube; Gorton; McClure; Levine; Blackmon; Francis Williams; Paulette Johnson; Naylor; Kelly Johnson; Cochran; Lewis; Riffe-Corder; Walker; Tos; Chavez; Clark; Heckman; Raper; Hixon; Robert Johnson; Gonzalez; Holgerson; Davae; Mosley; McMath; Guzman Vazquez; Perdomo; Bassett; Hughes; Dadzie; Villavicencio; Nguyen; Bradley; Peralta; Sui; Roxanne Lapoint; Greer; Zois; Leslie; Brown; Porras; Westbury; Taylor; Walden; Schoen; Abdallah; Woodby; Chea; Martin; Shearer; Garrett; Nemeth; McGaw; Shafran; Karl Miller; Chapman-Shapiro; Brauser; Cerros; Kari; Pimentel; Burstyn; Gary Lapoint; Ross.

¹⁰⁶ See Wells; Reed; Awusi; Joshua Williams; Barnhardt; Triantos; Sprik; Woodrow; Marino; Hashemian; Thorp; Aghee Smith; Levine; Swedan; Kelly Johnson; Frantz; Gorton; Tsonton; Kendall; Cochran; Richardson; Gemilyan; Tirado; Lewis; Petzel; McClure; Arrington; Riffe-Corder; Walker; Clark; Davis; Mosley; McMath; Perdomo; Hughes; Dadzie; Bradley; Sui; Roxanne Lapoint; Zois; Leslie; Brown; Chea; Martin; Garrett; Nemeth; Karl Miller; Chapman-Shapiro; Brauser; Shafran; Cerros; McCord; Burstyn; Gary Lapoint; Zendedel; Ross.

¹⁰⁷ See Chen; Hughes; Villavicencio; Brown; Swink; Levine; Blackmon; Mosley; McCord; Wilkerson.

¹⁰⁸ See Reed; Zeck; Ronald Miller; Clark; Heckman; Hughes; Sui; Sahadeo; Richard Johnson; Blue; Levine.

¹⁰⁹ See Portner; Wells; Sytnik; Brady; Willis; Polselli; Callies; Hayes; Petrillo; Reed; Sintic; Petzel; Zeck; Armstrong-Reuter; Michael Williams; Naylor; Edmondson; Gorton; Kendall; Ingram; Awusi; Gemilyan; Lattimore; Ukomadu; Barnhardt; Waddington; Matheny; Ledvora; Triantos; Wood; Wan; Woodrow; Panaccio; Arvin; Swedan; Howell; Marino; Frye; Henry; Tirado; Wolford; Dias; Swink; McClure; Cruz; Thomas; Thorp; Gardiner; Blackmon; Arrington; Agnew; Richardson; Ruquet; Mosley; Haluta; Chavez; Calvin Johnson; Rachel Miller; Shirley Anderson; Kahassai; Hixon; Gonzalez; Holgerson; Qin; Juarez; Bradley; Bassant; King; Sullivan; Hunter; Lewis; Peralta; Roxanne Lapoint; Leslie; Brown; Omar; Westbury; Arutyunyan; Hodge; Taylor; Abdallah; Frantz; Shafran; Woodby; Chea; Shearer; Nemeth; Holden; Karl Miller; Redden; Chapman-Shapiro; David Smith; Osterman; Holt; Moore; Holmes; Denton; Tinsley; Cochran; Wilkerson.

the waiver was filed with no further proceedings.¹¹⁰ The only explanation must be that the action is brought as punishment for bad behavior, to protect the integrity of the bankruptcy system as a whole, and as a way of signaling to future debtors that they have to play by the rules if they wish to obtain a discharge, even if their failure to obtain a discharge does not help their creditors.

If the debtor will be subject to the limitations on subsequent discharge of all debts imposed by § 523(a)(10) whether the debtor waives discharge

¹¹⁰ See, e.g., *Portner* (case closed 19 days after order approving waiver); *Wells* (case closed 15 days after waiver approved); *Sytnik* (case closed 14 days after consent order denying discharge); *Willis* (case closed 1-1/2 months after order approving waiver); *Callies* (case closed six days after approval of waiver); *Petrillo* (case closed one month after stipulation filed); *Reed* (case closed five days after approval of waiver); *Armstrong-Reuter* (case closed seven months after filing of stipulation); *Zeck* (case closed three months after adversary proceeding closed); *Michael Williams* (case closed one month after order approving waiver of discharge); *Edmondson* (case closed less than a month after court approved waiver); *Ingram* (trustee filed final report six days after order approving waiver); *Awusi* (case closed one month after waiver filed); *Waddington* (case closed eight months after order granting approval of waiver); *Matheny* (case closed one month after order approving waiver); *Kendall* (case closed three weeks after agreed order entered); *Gemilyan* (case closed 2-1/2 months after stipulation filed); *Gorton* (case closed one month after stipulation filed); *Brady* (case closed 2-1/2 months after agreed order filed); *Swedan* (case closed less than one month after stipulation filed); *Ledvora* (case closed five days after approval of waiver); *Triantos* (case closed 1-1/2 months after stipulation filed); *Woodrow* (case closed 2-1/2 months after stipulation filed); *Panaccio* (case closed 2-1/2 months after stipulation); *Tirado* (case closed six weeks after stipulation filed); *Howell* (case dismissed five weeks after order approving waiver); *Frey* (case closed less than 2-1/2 months after waivers filed); *Henry* (case closed three months after court approved waiver); *Wolford* (case closed two months after waiver); *Dias* (case closed three months after waiver); *Arvin* (case closed three months after stipulation filed); *Swink* (case closed eight months after waiver with no activity other than assignment of claims); *Blackmon* (case closed within a month after approval of waiver); *Arrington* (case closed 2-1/2 months after waiver filed); *Agnew* (case closed less than two months after waiver filed); *Wan* (case closed two months after stipulation filed); *Naylor* (case closed less than two months after agreed over filed); *Ruquet* (case closed two weeks after approval of waiver); *Richardson* (case closed one month after agreed order entered); *Calvin Johnson* (case dismissed one month after waiver filed); *Haluta* (case closed one week after waiver approved); *Gardiner* (case dismissed the same day waiver was approved); *Chavez* (case closed 49 days after entry of order denying discharge); *Gonzalez* (case closed three months after entry of agreed order denying discharge); *Kahassai* (case closed four days after approval of waiver); *Qin* (case closed 2-1/2 months after waiver filed); *Hunter* (case closed 65 days after stipulation waiving discharge filed); *Juarez* (case closed 18 days after motion to approve waiver filed); *Bassant* (case closed five months after waiver approved); *Sullivan* (case closed 2-1/2 months after waiver filed); *King* (case closed less than one month after waiver filed); *Peralta* (case closed 56 days after stipulation denying discharge filed); *David Smith* (case closed two months after waivers filed); *Brown* (case closed nine days after waiver filed); *Leslie* (case closed one year later with no further proceedings); *Omar* (case closed one month after waiver filed); *Westbury* (case closed 1-1/2 months after waiver filed); *Woodby* (case closed 58 days after stipulation filed); *Holden* (case closed fifteen days after stipulation filed); *Shafra* (case closed 20 days after consent order filed); *Chea* (case closed 42 days after court approved waiver); *Redden* (case closed less than two months after stipulation filed); *Arutyunyan* (case closed 2-1/2 months after approval of stipulation); *Abdallah* (case closed 23 days after waiver filed); *Holmes* (case closed two months after waiver approved); *Tinsley* (case dismissed in same order that approved waiver of discharge); *Cochrane* (case closed two months after waiver approved); *Wilkerson* (case closed five days after adversary proceeding closed).

or the court determines that the debtor should be denied a discharge, why would the debtor waive the discharge rather than allowing an adversary proceeding seeking to deny the debtor a discharge to be filed and to continue to its conclusion? Unlike a plea bargain by a criminal defendant who generally obtains a benefit as compared with the sentence that could be imposed if the defendant is found guilty after trial, a bankruptcy debtor suffers exactly the same consequence whether he or she waives discharge or is denied a discharge by court order.

I believe that in most cases the debtor's decision to waive discharge or stipulate to denial of discharge may be motivated by one or more of these reasons:

(1) *The debtor lacks legal representation.* In some of the cases in which the debtor waived discharge after the institution of an adversary proceeding against the debtor, the docket for the adversary proceeding indicates that the debtor was acting pro se, even though the debtor had representation in the bankruptcy case itself.¹¹¹ Why would that be the case?

Pursuant to § 329(a) and Fed. Bankr. P. 2016(b), the attorney for a chapter 7 debtor must “file with the court a statement of the compensation paid or agreed to be paid . . . for services rendered or to be rendered in contemplation of or in connection with the case by such attorney.” In most of the cases in which the debtor had no representation in the adversary

¹¹¹ See *Gargula v. Bradley*, Adv. No. 21-05033 (Bankr. N.D. Ga. Mar. 23, 2021); *Snyder v. Dvorak*, Adv. No. 21-03006 (Bankr. D. Minn. Feb. 22, 2021); *Gargula v. Davis*, Adv. No. 20-06160 (Bankr. N.D. Ga. Aug. 14, 2020); *U.S. Trustee v. Hayes*, Adv. No. 20-01132 (Bankr. C.D. Cal. July 29, 2020); *U.S. Trustee-Greenbelt v. McCord*, Adv. No. 20-00212 (July 15, 2020); *U.S. Trustee v. Tirado*, Adv. No. 10-01125 (Bankr. C.D. Cal. July 10, 2020); *Gargula v. Clark*, Adv. No. 20-50084 (Bankr. S.D. Ind. June 30, 2020); *Layng v. Miller*, Adv. No. 20-96027 (Bankr. N.D. Ill. June 30, 2020); *U.S. Trustee v. Petzel*, Adv. No. 20-02100 (W.D. Pa. June 25, 2020); *Whittaker v. Kendall*, Adv. No. 20-02051 (Bankr. S.D. Ohio May 1, 2020); *Layng v. Kari*, Adv. No. 20-00161 (Bankr. N.D. Ill. Apr. 27, 2020); *U.S. Trustee v. Gemilyan*, Adv. No. 20-01045 (Bankr. C.D. Cal. Apr. 13, 2020); *Layng v. Wells*, Adv. No. 20-96013 (Bankr. N.D. Ill. Apr. 13, 2020); *Snyder v. Gray*, Adv. No. 20-04046 (Bankr. D. Minn. Mar. 30, 2020); *Snyder v. Anderson*, Adv. No. 20-04039 (Bankr. D. Minn. Mar. 19, 2020); *Hobbs v. McClure*, Adv. No. 20-07006 (Bankr. W.D. Tex. May 18, 2020); *Vara v. Sentic*, Adv. No. 0-01025 (Bankr. N.D. Ohio Mar. 16, 2020); *Amborn v. Wood*, Adv. No. 20-06013 (Bankr. D. Or. Mar. 12, 2020); *U.S. Trustee v. Richardson*, Adv. No. 20-90024 (Bankr. M.D. Tenn. Feb. 18, 2020); *Beth v. Chapman-Shapiro*, Adv. No. 20-01017 (Bankr. C.D. Cal. Feb. 14, 2020); *Layng v. Ledvora*, Adv. No. 20-96004 (Bankr. N.D. Ill. Feb. 10, 2020); *U.S. Trustee-Baltimore v. Swink*, Adv. No. 20-00354 (Bankr. D. Md. Nov. 19, 2020); *U.S. Trustee v. Riffe-Corder*, Adv. No. 19-00536 (Bankr. M.D. Fla. Oct. 29, 2019); *U.S. Trustee v. Chavez*, Adv. No. 19-01133 (Bankr. C.D. Cal. Sept. 30, 2019); *Seligman v. Hughes*, Adv. No. 19-01229 (Bankr. C.D. Cal. Dec. 9, 2019) and *Marshack v. Hughes*, Adv. No. 19-01228 (Bankr. C.D. Cal. Dec. 9, 2019); *McDermott v. Henry*, Adv. No. 19-02152 (Bankr. S.D. Ohio Dec. 4, 2019); *U.S. Trustee v. Miller*, Adv. No. 19-01095 (Bankr. W.D. Okla. Sept. 15, 2019); *U.S. Trustee v. Peralta*, Adv. No. 19-01031 (Bankr. D.R.I. Aug. 29, 2019); *McDermott v. Thomas*, Adv. No. 19-01069 (Bankr. N.D. Ohio Sept. 16, 2019); *Lashinsky v. Miller*, Adv. No. 19-01095 (Bankr. W.D. Okla. Sept. 15, 2019); *Neary v. Bassett*, Adv. No. 19-02002 (Bankr. E.D. Tex. July 9, 2019); *U.S. Trustee v. Schoen*, Adv. No. 19-00127 (Bankr. E.D. Pa. June 12, 2019); *McDermott v. Shearer*, Adv. No. 19-01019 (Bankr. S.D. Ohio Apr. 5, 2019).

proceeding the attorney representing the debtor in the main case had filed a statement of compensation indicating that the fee charged did not include representation of the debtor in connection with adversary proceedings.¹¹² The standard form of disclosure for attorney compensation in a chapter 7 case¹¹³ invites lawyers to itemize aspects of the chapter 7 case for which additional compensation may be sought, and representation in adversary proceedings is often included in that paragraph.¹¹⁴ Even if the statement of compensation does not explicitly exclude adversary proceedings, one can assume that the (low) flat fee mentioned on the disclosure does not include postpetition litigation, and the attorney declined to represent the debtor in the adversary proceeding challenging discharge without additional compensation.

¹¹² See Deane S. Petzel, No. 19-24932 (Bankr. W.D. Pa. Dec. 31, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 47); Mathew Alexander Wells and Emily Ann Wells, No. 19-82926 (Bankr. N.D. Ill. Dec. 27, 2019) (Chapter 7 Bankruptcy Fee Agreement, Doc. 1, page 58); Mat McClure and Mary Gloria McClure, No. 19-70175 (Bankr. W.D. Tex. Dec. 11, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 62); Ronald D. Miller, No. 19-82725 (Bankr. N.D. Ill. Nov. 26, 2019) (Chapter 7 Bankruptcy Fee Agreement, Doc. 1, p. 79); Zara Gemilyan, No. 19-12807 (Bankr. C.D. Cal. Nov. 8, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 45); Stephanie Sue Kendall, No. 19-57102 (Bankr. S.D. Ohio Nov. 1, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 44); Michelle M. Sintic, No. 19-16492 (Bankr. N.D. Ohio Oct. 21, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 64); Linda Ann Anderson, No. 19-43024 (Bankr. D. Minn. Oct. 7, 2019) (Disclosure of Compensation of Attorney for Debtor, Doc. 1, p. 42); Erika Y. Tirado, No. 19-18732 (Bankr. C.D. Cal. Oct. 3, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 49); Kellie Massey Davis, No. 19-61088 (Bankr. N.D. Ga. July 17, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 44); Eddie Mark Chavez, No. 19-14780 (Bankr. C.D. Cal. May 31, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 48); Deborah Jean Hughes, No. 19-12052 (Bankr. C.D. Cal. May 28, 2019) (Debtor's Attorney's Disclosure of Compensation Arrangement in Individual Chapter 7 Case, Doc. 10-1, filed June 11, 2019); Barbara Sue Wood, No. 19-61345 (Bankr. D. Or. Apr. 29, 2019) (Disclosure of Compensation of Attorney for Debtor, Doc. 1, pp. 8-9); Juanita Bradley, No. 19-56010 (Bankr. N.D. Ga. Apr. 17, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 38); Constantin Kari, No. 19-11032 (Bankr. N.D. Ill. Apr. 16, 2019) (Disclosure of Compensation of Attorney for Debtor, Doc. 1, p. 47); Stephen A. Thomas, No. 19-12194 (Bankr. N.D. Ohio Apr. 12, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 47); Yvette C. Peralta, No. 19-10489 (Bankr. D.R.I. Mar. 29, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 50); Robert Schoen, No. 19-11783 (Bankr. E.D. Pa. Mar. 23, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 46); Larry S. Bassett, No. 19-20023 (Bankr. E.D. Tex. Feb. 12, 2019) (Disclosure of Compensation of Attorney for Debtor, Doc. 3, filed Feb. 12, 2019); Gary L. Shearer v. Sharon Shearer, No. 19-10016 (Bankr. S.D. Ohio Jan. 3, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 50).

¹¹³ Director's Bankruptcy Form 2030.

¹¹⁴ The debtor in Mindy Chapman-Shapiro, No. 19-10481 (Bankr. C.D. Cal. Mar. 19, 2019) converted a chapter 13 case to one under chapter 7, and the docket does not include a disclosure under § 329(a).

Of course, in some cases, the debtor had no legal representation in the main case either.¹¹⁵ When debtors lack legal representation in a bankruptcy case, the reason is generally lack of resources to hire a lawyer. Such debtors never hire an attorney merely because an adversary proceeding has been filed seeking to deny them a discharge.

Whenever the debtor is acting pro se in the adversary proceeding and the U.S. trustee or bankruptcy trustee provides the debtor a document (the waiver) that will resolve all the litigation, the debtor is likely to sign it.

(2) *The debtor wishes to avoid the expense of defending the adversary proceeding.* Of course, if the debtor is acting pro se, the debtor is not incurring expenses in connection with defending the adversary proceeding. But the debtor had a lawyer representing the debtor in the adversary proceeding challenging discharge (or in the main case if an adversary proceeding had not been filed) in most cases.¹¹⁶ In almost all cases in which the debtor had representation when the debtor filed a waiver, the debtor's attorney in the main case had filed a disclosure of compensation pursuant to § 329 specifying a fee that did not cover adversary proceedings.¹¹⁷ Under

¹¹⁵ See Angelice Hunter, No. 19-01057 (Bankr. S.D. Ohio Dec. 5, 2019); Carl Oswald Wuestehube, No. 19-08475 (Bankr. D. Ariz. July 10, 2019); Calvin Odell Johnson, No. 19-30224 (Bankr. S.D. W. Va. May 24, 2019); Glenn Alan Brady, No. 19-32109 (Bankr. N.D. Ind. Nov. 15, 2019) (attorney withdrew after filing); Daniel Hyun You, No. 19-15982 (Bankr. C.D. Cal. May 22, 2019) (attorney withdrew after filing); Jiles Charles Walker, No. 19-02466 (Bankr. M.D. Fla. Mar. 21, 2019) (attorney withdrew shortly after filing); Karl W. Miller, Sr., No. 19-11014 (Bankr. W.D. Okla. Mar. 20, 2019) (attorney terminated before adversary proceeding initiated); Eric Mitchell Westbury, Sr., No. 19-11874 (Bankr. D. Md. Feb. 13, 2019); Raeda A. Abdallah, No. 19-00279 (Bankr. M.D. Pa. Jan. 23, 2019) (attorney withdrew ten months after filing and before debtor waived discharge); Sonia Teresa Cochrane, No. 19-20164 (Bankr. E.D. Cal. Jan. 11, 2019).

¹¹⁶ See Portner; Sytnik; Bashara; Petrillo; Chen; Willis; Archuleta; Callies; Reed; Zeck; Lowenthal; Armstrong-Reuter; Michael Williams; Edmondson; Cruz; Polselli; Herskovits; Hatu; Ingram; Awusi; Barnhardt; Waddington; Richard Johnson; James Alexander; Matheny; Frantz; Oliver; Arvin; Blue; Guy Watson; Sprik; Woodrow; Wright; Panaccio; Charles Smith; Stewart; Tsonton; Gorton; Howell; Marino; Wan; Heckman; Raper; Wolford; Lattimore; Hashemian; Ukomadu; Jose; McKay; Naylor; John Jones; Gardiner; Garrett; Lyons; Aghee Smith; Karnopp; Levine; Yates; Blackmon; Cutshall; Davae; Tos; Ruquet; Mosley; Haluta; Capra; Raynard Johnson; Fenn; Robert Johnson; Rochel Miller; Gonzales; Arrington; Holgerson; McMath; Shirley Anderson; Kahassai; Holgerson; Pfender; Villavicencio; Dadzie; Scolnik; Gonzalez; Thorp; Villavicencio; Qin; Merrill; Juarez; Icy Williams; Bassant; Camille; King; Sullivan; Francis Williams; Paulette Johnson; Kelly Johnson; Cochran; Lewis; Shafran; Nguyen; Sui; Roxanne Lapoint; Pimentel; Perdomo; David Smith; Gary Lapoint; Greer; Zois; Leslie; Guzman Vazquez; Brown; Porras; Osterman; Holt; Kokosis; Adkins; Moore; Burstyn; Omar; Koslicki; Taylor; Walden; Woodby; Arutyunyan; Hodge; Brauser; Chea; Martin; Nemeth; Sahadeo; Conley; McGaw; Cerros; Almonte; Zendedel; Holmes; Redden; Holden; Rivera; Denton; Tinsley; Ross; Balsamo; Wilkerson. See also U.S. Trustee v. Swedan, Adv. No. 20-01048 (Bankr. C.D. Cal. Apr. 29, 2020) (*pro se* defendants hired counsel three weeks before filing waiver).

¹¹⁷ See Walter J. Sytnik, No. 19-33780 (Bankr. D.N.J. Dec. 26, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 7, p. 43); Thomas W. Bashara, No. 19-74721 (Bankr. E.D. Va. Dec. 23, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, page 46); Pat N. Archuleta, No. 19-12905 (Bankr. D.N.M. Dec. 20, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc.

4); Michael P. Callies, No. 19-82915 (Bankr. N.D. Ill. Dec. 20, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, page 56); Christopher Reed, No. 19-82887 (Bankr. N.D. Ill. Dec. 18, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 6); Mansel L. Zeck, No. 19-20483 (Bankr. D. Colo. Dec. 10, 2019) (Disclosure of Compensation of Attorney for Debtor, Doc. 8, filed Dec. 11, 2019); Tracy Lynn Armstrong-Reuter, No. 19-31663 (Bankr. N.D.N.Y. Dec. 4, 2019) (Disclosure of Compensation of Attorney for Debtor, Doc. 1, p. 51); Michael J. Williams and Elizabeth Williams, No. 19-82752 (Bankr. N.D. Ill. Nov. 30, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1-1, p. 8); Hasan Elmehrek and Nagla Swedan, No. 19-20295 (Bankr. C.D. Cal. Nov. 22, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 48); Daniel Cody Arvin, No. 19-52274 (Bankr. E.D. Ky. Nov. 22, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 51); Tanya Nicole Ingram, No. 19-68762 (Bankr. N.D. Ga. Nov. 21, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc.1, p. 54); Samuel Affum Awusi, No. 19-25583 (Bankr. D. Md. Nov. 21, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 3); Todd Allen Barnhardt and Stacy Rene Barnhardt, No. 19-13897 (Bankr. W.D. Wis. Nov. 20, 2021) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 9); Joshua Thomas Williams, No. 19-01720 (Bankr. S.D. Iowa Nov. 19, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 48); Christopher M. Waddington and Dawn M. Waddington, No. 19-17144 (Bankr. E.D. Pa. Nov. 13, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 20); James S. Alexander, No. 19-14096 (Bankr. S.D. Ohio Nov. 8, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 42); Thomas J. Polselli, Jr., No. 19-11665 (Bankr. D.R.I. Oct. 30, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 46); Frank Triantos, No. 19-16763 (Bankr. E.D. Pa. Oct. 30, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 17, p. 45); Guy Wayne Watson, No. 19-11408 (Bankr. S.D. Ga. Oct. 24, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 62); Danielle Lynn Sprik, No. 19-12167 (Bankr. N.D. Okla. Oct. 21, 2019) (Disclosure of Compensation of Attorney for Debtor, Doc. 1, p. 53); David F. Woodrow, No. 19-54886 (Bankr. E.D. Mich. Oct. 18, 2019) (Statement of Attorney For Debtor(s) Pursuant to Fed.R. Bankr.P., 2016(b), Doc. 4); Charles M. Smith III, No. 19-11604 (Bankr. D.R.I. Oct. 16, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p.63); Sharay Alexander Howell, No. 19-14211 (Bankr. N.D. Miss. Oct. 16, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 44); Malcolm I. Stewart and Elizabeth J. Stewart, No. 19-10535 (Bankr. D. Me. Oct. 9, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 23); Linda N. Ukomadu, No. 19-54271 (Bankr. E.D. Mich. Oct. 7, 2019) (Statement of Attorney for Debtor(s) Pursuant to F.R.Bankr.P. 2016(b), Doc. 11, filed Oct. 11, 2019); Robert Stone Johnson, No. 19-05264 (Bankr. D.S.C. Oct. 6, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 12); Timothy William Frye and Rebecca Jo Frye, No. 19-90954 (Bankr. C.D. Ill. Sept. 26, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 10, p. 56); Wade C. Raper, No. 19-30504 (Bankr. W.D. Mo. Sept. 23, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 50); Matthew James Wolford and Lacy Lynn Wolford, No. 19-55890 (Bankr. S.D. Ohio Sept. 13, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 54); Vickie L. Thorp, No. 19-15505 (Bankr. N.D. Ohio Sept. 4, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 52); Roxanne Baxa Jose and Jayvin Pacag Jose, No. 19-01108 (Bankr. D. Hawaii Aug. 30, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 116, filed Aug. 21, 2020); John D. Jones, No. 19-31373 (Bankr. W.D. La. Aug. 26, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 117); Jason Jon Garrett and Melissa Marie Garrett, No. 19-28023 (Bankr. E.D. Wis. Aug. 19, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 14, p. 56); Ronald Gene Lyons, No. 19-30367 (Bankr. S.D. W. Va. Aug. 18, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 104); Mariah J. Lattimore, No. 19-12997 (Bankr. S.D. Ohio Aug. 15, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 38); Aghee William Smith and Susan Blair Smith, No. 19-25091 (E.D. Cal. Aug. 13, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 94); Josh D. Levine, No. 19-10058 (Bankr. D. Ariz. Aug. 12, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1 p. 198); Marshall Edward Blackmon, No. 19-04009 (Bankr. D.S.C. July 31, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 59); Yorketta Ann Agnew, No. 19-21301 (Bankr. N.D. Ill. July 30, 2019) (Disclosure of Compensation of

Attorney for Debtor, Doc. 1, p. 54); Chad E. Cutshall, No. 19-200754 (Bankr. N.D. Ill. July 24, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 30, filed Sept. 4, 2019); Rodney Naylor and Christy Naylor, No. 19-11251 (Bankr. N.D. Ind. July 16, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 57); Douglas Alan Yates, No. 19-04443 (Bankr. M.D. Tenn. July 13, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 47); Kevin B. Tos, No. 19-03598 (Bankr. D.S.C. July 5, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 7, p. 57 (filed July 19, 2019); Melissa Anne Gorton, No. 19-11236 (Bankr. N.D.N.Y. July 1, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 57); Reina Isabel Cerros, No. 19-17598 (Bankr. C.D. Cal. June 28, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Dec. 1, p. 45); Todd Ryan Ruquet, No. 19-03431 (Bankr. D.S.C. June 27, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 53); Christopher A. Tsonton, No. 19-51436 (Bankr. N.D. Ohio June 20, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 87); Dung N. Nguyen, No. 19-40794 (Bankr. S.D. Ga. June 11, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 47); Nicholas R. Haluta and Elizabeth J. Haluta, No. 19-81391 (Bankr. N.D. Ill. June 7, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 70); Mary Y. Dadzie, No. 19-17612 (Bankr. D. Md. June 4, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 2); Thomas Peter Fenn and Josie Ann Fenn, No. 19-02858 (Bankr. D.S.C. May 29, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 60); Rochel Leilani Miller and Martin Million Miller, IV, No. 19-00650 (Bankr. D. Hawaii May 22, 2019) (Disclosure of Compensation of Attorney for Debtor, Doc. 1, p.11); Michael R. McMath, No. 19-51208 (Bankr. N.D. Ohio May 22, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 60); Shirley J. Anderson, No. 19-14562 (Bankr. N.D. Ill. May 21, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1 p. 43); Tesfamichael Kahassai, No. 19-14586 (Bankr. N.D. Ill. May 21, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 43); Scott T. Holgerson, No. 19-50685 (Bankr. D. Conn. May 17, 2019) (Disclosure of Compensation of Attorney for Debtor, Doc. 1, p. 52); Michael T. Wan and Xinyan Wan, No. 19-47187 (Bankr. E.D. Mich. May 10, 2019) (Statement of Attorney for Debtor(s) Pursuant to F.R.Bankr.P. 2016(b), Doc. 7, filed May 10, 2019); Robert M. Pfender and Patricia A. Pfender, No. 19-13080 (Bankr. E.D. Pa. May 10, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 58, p. 52, filed June 28, 2019); Jose R. Villavicencio, No. 19-52861 (Bankr. S.D. Ohio May 1, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 43); Chunxia Qin, No. 19-00549 (Bankr. D. Hawaii Apr. 29, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 52); Alver M. Merrill, Jr., No. 19-02406 (Bankr. S.D. Cal. Apr. 26, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 61); Matthew Paul Taylor, No. 19-90404 (Bankr. C.D. Ill. Apr. 25, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 54); Lauren Shawnte Walden, No. 19-02748 (Bankr. D. Ariz. Mar. 13, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 11, p. 45); Anissa G. Lewis, No. 19-40761 (Bankr. N.D. Ohio Apr. 24, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 51); Pamela K. Conley, No. 19-80583 (Bankr. E.D. Okla. Apr. 24, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 32, filed May 8, 2019); Blanca Zarza Juarez, No. 19-11328 (Bankr. N. D. Ill. Apr. 18, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1 p. 40); William Mark Sullivan and Michelle Ann Sullivan, No. 19-10757 (Bankr. N.D. Okla. Apr. 15, 2019); Michael Frantz, No. 19-23077 (Bankr. E.D. Wis. Apr. 9, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 11, p. 47, filed Apr. 30, 2019); Dustin Matthew McGaw, No. 19-12226 (Bankr. D. Colo. Mar. 26, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 3); Anthony Tyrone King, No. 19-22327 (Bankr. E.D. Wis. Mar. 21, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 53); Paulette Johnson, No. 19-00972 (Bankr. M.D. Pa. Mar. 11, 2019) (Disclosure of Compensation of Attorney for Debtor(s) – Amended, Doc. 42); Orlando M. Perdomo, Jr., No. 19-10812 (Bankr. E.D. Va. Mar. 14, 2019) (Disclosure of Compensation of Attorney for Debtor, Doc. 1, p. 77); Paulette Johnson, No. 19-00972 (Bankr. M.D. Pa. Mar. 11, 2019) (Disclosure of Compensation of Attorney for Debtor(s) – Amended, Doc. 42); Dewey T. Greer, No. 19-60424 (Bankr. W.D. Va. Feb. 28, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 64); Dina Shafra, No. 19-13914 (Bankr. D.N.J. Feb. 26, 2019) (Disclosure of Compensation of Attorney for Debtor, Doc. 1, p. 69); Francis Edward Williams, No. 19-30447 (Bankr. N.D. Ohio Feb.

these circumstances, the debtor has a great incentive to avoid an adversary proceeding. If an adversary proceeding challenging discharge was initiated, the attorney either represented the debtor anyway, probably for extra compensation, or the debtor hired different counsel incurring additional expenses. The lawyers representing a debtor who is facing a threatened or actual adversary proceeding are undoubtedly concerned that the debtor has limited resources to defend it and may seek to minimize the expenses by advising the debtor to waive discharge.

This is, of course, not unique to cases filed in 2019. For example, in *Walton v. McCutcheon (In re McCutcheon)*,¹¹⁸ when the adversary

23, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1 p. 58); Elia J. Zois and Mariana Zois, No. 19-12556 (Bankr. D.N.J. Feb. 6, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 45); Demetrius Rayshaun Brown, No. 19-42818 (Bankr. E.D. Mich. Feb. 28, 2019) (Statement of Attorney for Debtor(s) Pursuant to F.R.Bankr.P. 2016(b), Doc. 9); Mario J. Guzman Vazquez and Marinelis Rivera Rodriguez, No. 19-01171 (Bankr. M.D. Fla. Feb. 25, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 60); Mario Alberto Porras, No. 19-20111 (Bankr. N.D. Ind. Jan. 16, 2019) (Disclosure of Compensation of Attorney for Debtor(a), Doc. 1, p. 47); David Brian Smith and Alice Sue Smith, No. 19-10768 (Bankr. E.D. Tenn. Feb. 22, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 4); Mark A. Osterman and Patricia L. Osterman, No. 19-10240 (Bankr. D.N.H. Feb. 22, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 46); Dale Laney Holt and Dana Furman Holt, No. 19-30889 (Bankr. E.D. Va. Feb. 22, 2019) (Disclosure of Compensation of Attorney for Debtor, Doc. 1, p. 48); Gerasimos Kokosis and Laura Kokosis, No. 19-80367 (Bankr. N.D. Ill. Feb. 22, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 55); Reginald G. Holden, III, No. 19-50344 (Bankr. N.D. Ill. Feb. 21, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 61); Sondra Louise Leslie, No. 19-40054 (Bankr. N.D. Ind. Feb. 20, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 45); Robert Dale Adkins and Brenda Gail Adkins, No. 19-30056 (Bankr. S.D. W. Va. Feb. 19, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 71); Patricia Moore and Danny R. Moore, No. 19-10329 (Bankr. D.N.M. Feb. 15, 2019) (Disclosure of Compensation of Attorney for Debtor, Doc. 10, filed Feb. 22, 2019); Judah M. Burstyn, No. 19-12052 (Bankr. S.D. Fla. Feb. 15, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 32, filed May 13, 2019); Rabi Zakaria Omar, No. 19-00907 (Bankr. D.S.C. Feb. 14, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1); Darwin Daniel Koslicki and Cheryl Mary Koslicki, No. 19-10621 (Bankr. E.D. Tenn. Feb. 13, 2019) (Disclosure of Compensation of Attorney for Debtor, Doc. 5, filed Feb. 13, 2019); Christopher M. Martin, No. 19-30310 (Bankr. N.D. Ohio Feb. 7, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Dec. 1, p. 48); Natasha Redden, No. 19-10188 (Bankr. D. Del. Jan. 31, 2019) (Disclosure of Compensation of Attorney for Debtor, Doc. 1, pp. 63-64); Michael P. Petrillo and Christina M. Petrillo, No. 19-10089 (Bankr. D.R.I. Jan. 22, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 86); Bahram Zendedel, No. 19-10549 (Bankr. C.D. Cal. Jan. 18, 2019) (Debtor's Attorney's Disclosure of Compensation Arrangement in Individual Chapter 7 Case, Doc. 25, filed Feb. 1, 1029); Shirley R. Holmes, No. 19-50851 (Bankr. N.D. Ga. Jan. 16, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, pp. 47-48); Dario J. Canas Rivera, No. 19-70408 (Bankr. E.D.N.Y. Jan. 16, 2019) (Disclosure of Compensation of Attorney for Debtor, Doc. 1, p. 56); Amber Susana Denton, No. 19-10168 (Bankr. E.D. Tenn. Jan. 16, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 4, filed Jan. 16, 2019); Joseph Balsamo, No. 19-22030 (Bankr. S.D.N.Y. Jan. 7, 2019) (Disclosure of Compensation of Attorney for Debtor, Doc. 1, p. 70); Dennis Wilkerson and Amanda Wilkerson, No. 19-80007 (Bankr. E.D. Okla. Jan. 3, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 48).

¹¹⁸ 448 B.R. 863 (Bankr. N.D. Ga. 2011).

proceeding was apparently proceeding to trial, debtor's original counsel suggested that debtor retain other counsel.¹¹⁹ Debtor found another lawyer and paid him \$5,000 to represent him at the trial. When a continuance was denied, that lawyer requested another \$5,000 to proceed, which debtor could not pay. The second lawyer then advised the debtor to waive his discharge, which debtor did.¹²⁰

By negotiating a waiver with the U.S. trustee the lawyer can, at minimal cost to the debtor, make any litigation go away and limit the lawyer's time and the debtor's expense. Waivers of discharge frequently explicitly mention that the debtor is seeking to avoid the time and expense of litigating an adversary proceeding.¹²¹

¹¹⁹ *Id.* at 865.

¹²⁰ *Id.* See also U.S. Trustee v. Sahadeo, Adv. No. 20-02190 (Bankr. E.D. Cal. Dec. 31, 2020) (debtor hired new attorney on Feb. 16, 2021, and executed a stipulation waiving discharge on Feb. 23, 2021).

¹²¹ See, e.g., U.S. Trustee v. Tirado, Adv. No. 20-01125 (Bankr. C.D. Cal. July 10, 2020) (Stipulation Between Plaintiff and Defendant to Settle Adversary Proceeding and for Entry of Judgment in Favor of Plaintiff Pursuant to 11 U.S.C. § 727(a)(10), Doc. 6, filed Sept. 11, 2020); U.S. Trustee v. Swedan, Adv. No. 20-01048 (Bankr. C.D. Cal. Apr. 29, 2020) (Stipulation Between Plaintiff and Defendants to Settle Adversary Proceeding and For Entry of Judgment in Favor of Plaintiff Pursuant to 11 U.S.C. § 727(a)(10), Doc. 21, filed Sept. 15, 2020); Walter J. Sytnik, No. 19-33780 (Bankr. D.N.J. Dec. 26, 2019) (Consent Order Denying Discharge, Doc. 63, filed July 20, 2021); Roger Dvorak and Nancy Dvorak, No. 19-33372 (Bankr. Oct. 28, 2019) (Memorandum of Fact and Law, Doc. 128, filed Mar. 23, 2021); Linda Ann Anderson, No. 19-43024 (Bankr. D. Minn. Oct. 7, 2019) (Memorandum of Fact and Law, Doc. 22, filed Apr. 13, 2020); U.S. Trustee v. Chavez, Adv. No. 19-01133 (Bankr. C.D. Cal. Sept. 30, 2019) (Stipulation Between Plaintiff and Defendant to Settle Adversary Proceeding and For Entry of Judgment in Favor of Plaintiff Pursuant to 11 U.S.C. § 727(a)(10), Doc. 5, filed Nov. 26, 2019); Matthew D. Gray, No. 19-42722 (Bankr. D. Minn. Sept. 4, 2019) (Memorandum of Fact and Law, Doc. 45, filed May 5, 2020); Debra Adkins Riffe-Corder, No. 19-07277 (Bankr. M.D. Fla. July 31, 2019) (Written Waiver of Discharge by Debtor, Doc. 18-1, filed Nov. 18, 2019); Natalie Paige Cochran, No. 19-50122 (Bankr. S.D. W. Va. July 24, 2019) (Stipulation for Waiver of Discharge, Doc. 26-1 filed Nov. 17, 2020); Calvin Odell Johnson, No. 19-30224 (Bankr. S.D. W. Va. May 24, 2019) (Stipulation for Waiver of Discharge, Doc. 34-1, filed Sept. 20, 2019); Alejandro Fabian Scolnik and Gladys E. Ulloa Scolnik, No. 19-16856 (Bankr. S.D. Fla. May 23, 2019) (Stipulation for Waiver of Discharge of Debtor Alejandro Fabian Scolnik, Doc. 218-1, filed Feb. 7, 2020); Alver M. Merrill Jr., No. 19-02406 (Bankr. S.D. Cal. Apr. 26, 2019) (Stipulation for Waiver of Discharge Pursuant to 11 U.S.C. § 727(a)(10), Doc. 58-1, filed Jan. 13, 2020); Blanca Zarza Juarez, No. 19-11328 (Bankr. N.D. Ill. Apr. 18, 2019) (Debtor's Motion to Approve Voluntary Waiver of Discharge, Doc. 11, filed June 3, 2019); Icy Lee Williams, No. 19-11167 (Bankr. S.D. Ohio Apr. 1, 2019) (Disclosure of Compensation of Attorney for Debtor(s), Doc. 1, p. 108); Mahadeo Bassant, No. 19-14236 (Bankr. S.D. Fla. Mar. 30, 2019) (Stipulation for Waiver of Discharge of Debtor Mahadeo Bassant, Doc. 33-1, filed Mar. 6, 2020); Dustin Matthew McGaw, No. 19-12226 (Bankr. D. Colo. Mar. 26, 2019) (Waiver of Discharge as to Debtor Dustin Matthew McGaw, Doc. 29, filed July 7, 2020); Jiles Charles Walker, No. 19-02466 (Bankr. M.D. Fla. Mar. 21, 2019) (Written Waiver of Discharge by Debtor, Doc. 58, filed Nov. 29, 2019); Roxanne Marie Lapoint, No. 19-40763 (Bankr. D. Minn. Mar. 20, 2019) (Notice and Motion for Waiver of Discharge, Doc. 17, filed Apr. 15, 2020); Orlando M. Perdomo, Jr., No. 19-10812 (Bankr. E.D. Va. Mar. 14, 2019) (Waiver of Discharge by Orlando M. Perdomo, Jr., Doc. 215-2, filed Sept. 24, 2021); Dina Shafran, No. 19-13914 (Bankr. D.N.J. Feb. 26, 2019) (Consent Order Waiving Discharge and Closing Adversary Proceeding, Doc. 44, filed Mar. 4, 2020); Robert Dale Adkins and Brenda Gail Adkins, No. 19-30056 (Bankr. S.D. W. Va. Feb. 19, 2019) (Stipulation for Waiver of Discharge, Doc. 33-1, filed July 15, 2019); Judah M. Burstyn,

But nothing compels a debtor to defend an adversary proceeding challenging discharge, or to defend it in a way that demands expenditure of significant resources. If debtors fail to defend adversary proceedings, a default judgment will be entered against them pursuant to Fed. R. Civ. P. 55(a) (applicable to adversary proceedings under Fed. R. Bankr. P. 7055) and they will be denied a discharge. This is what happened in dozens of adversary proceedings commenced in bankruptcy cases filed in 2019 seeking to deny the debtor a discharge,¹²² far more than the cases in which an

No. 19-12052 (Bankr. S.D. Fla. Feb. 15, 2019) (Stipulation for Waiver of Discharge of Debtor, Doc. 163-1, filed Aug. 13, 2020); Gary Edwin Lapoint, Jr., No. 19-30407 (Bankr. D. Minn. Feb. 13, 2019) (Memorandum of Fact and Law, Doc. 51, filed Apr. 9, 2020); Kimberly Ann Ross, No. 19-40027 (Bankr. D. Minn. Jan. 7, 2019) (Memorandum of fact and Law, Doc. 95, filed Apr. 21, 2020).

¹²² See *Davis v. Wang*, Adv. No. 21-05003 (Bankr. N.D. Cal. Feb. 11, 2021); *Rebein v. Folsom*, Adv. No. 21-06002 (Bankr. D. Kan. Feb. 11, 2021); *Ford v. Tellez*, Adv. No. 21-00013 (Bankr. D. Ariz. Jan. 19, 2021); *Mervin Y.J. Ahana Semi-Revocable Living Trust v. Lange*, Adv. No. 20-01180 (Bankr. D. Nev. Dec. 31, 2020); *Corzin v. Russ*, Adv. No. 20-05079 (Bankr. N.D. Ohio Dec. 7, 2020); *U.S. Trustee v. Sabb*, Adv. No. 20-06198 (Bankr. N.D. Ga. Oct. 30, 2020); *Parks v. Wallis*, Adv. No. 20-05101 (Bankr. D. Kan. Oct. 26, 2020); *Randolph v. Crosby*, Adv. No. 20-03024 (Bankr. W.D. Ky. Oct. 30, 2020); *Cohen v. Sakin*, Adv. No. 20-00105 (Bankr. M.D. Fla. Aug. 25, 2020); *Miller v. Torres*, Adv. No. 20-02025 (Bankr. D. Wyo. Aug. 12, 2020); *Jones v. Ronen*, Adv. No. 20-00097 (Bankr. M.D. Fla. Aug. 3, 2020); *U.S. Trustee v. Laizure*, Adv. No. 20-80023 (Bankr. E.D. Wash. July 14, 2020); *Ostrander v. Nguyen*, Adv. No. 20-03010 (Bankr. D. Mass. July 14, 2020); *Layng v. Tyson*, Adv. No. 20-96028 (Bankr. N.D. Ill. June 30, 2020); *Harrington v. Upshaw-Bryant*, Adv. No. 20-09034 (Bankr. S.D.N.Y. June 30, 2020); *Gargula v. Hughes*, Adv. No. 20-07029 (Bankr. C.D. Ill. June 22, 2020); *Morris v. Smith (Reanna Smith)*, Adv. No. 20-05084 (Bankr. D. Kan. June 12, 2020); *Gargula v. Naboya*, Adv. No. 20-01238 (E.D. Bankr. S.D. Fla. June 12, 2020); *Haley v. Ramirez*, Adv. No. 20-00166 (Bankr. D. Ariz. June 12, 2020); *U.S. Trustee v. Ruddell*, Adv. No. 20-90003 (Bankr. D. Alaska June 8, 2020); *Pressler v. Sirianni*, Adv. No. 20-01230 (Bankr. S.D. Fla. May 31, 2020); *U.S. Trustee v. Cavazos*, Adv. No. 20-00320 (Bankr. M.D. Fla. May 20, 2020); *Layng v. Berholtz*, Adv. No. 20-96018 (Bankr. N.D. Ill. May 19, 2020); *Olsen v. Davis*, Adv. No. 20-04035 (Bankr. W.D. Mo. May 15, 2020); *Fitzgerald v. Heckman*, No. 20-06016 (Bankr. W.D. Va. May 13, 2020); *Landmark Credit Union v. Sivkova*, Adv. No. 20-00160 (Bankr. N.D. Ill. Apr. 27, 2020); *Tennessee Business and Indus. Dev. Corp. v. Replogle*, Adv. No. 20-05045 (Bankr. W.D. Tenn. Apr. 24, 2020); *U.S. Trustee v. Giunti*, Adv. No. 20-00212 (Bankr. M.D. Fla. Apr. 14, 2020); *U.S. Trustee v. Avetisyan*, Adv. No. 20-01097 (Bankr. C.D. Cal. Apr. 13, 2020); *Vara v. Laura*, Adv. No. 20-04186 (Bankr. E.D. Mich. Apr. 6, 2020); *Tabor v. Mulder*, Adv. No. 20-05041 (Bankr. W.D. Tenn. Mar. 30, 2020); *Rainsdon v. Adams*, Adv. No. 20-08015 (Bankr. D. Idaho Mar. 19, 2020); *Rupp v. Luppen*, Adv. No. 20-02020 (Bankr. D. Utah Mar. 16, 2020); *Barmat v. Nelson*, Adv. No. 20-01104 (Bankr. S.D. Fla. Mar. 10, 2020); *U.S. Trustee v. Philliber*, Adv. No. 20-03003 (Bankr. W.D. Mo. Mar. 10, 2020); *U.S. Trustee v. Palikyan*, Adv. No. 20-00108 (Bankr. E.D. Pa. Mar. 10, 2020); *U.S. Trustee v. Abdelrahman*, Adv. No. 20-01022 (Bankr. W.D. Wash. Mar. 6, 2020); *Rainsdon v. Sullivan*, Adv. No. 20-08013 (Bankr. D. Idaho Mar. 6, 2020); *Greenough v. Jim*, Adv. No. 20-08006 (Bankr. E.D. Okla. Mar. 4, 2020); *Olsen v. Weathers*, Adv. No. 20-04018 (Bankr. W.D. Mo. Feb. 29, 2020); *Miller v. Hendrix*, Adv. No. 20-08005 (Bankr. E.D. Okla. Feb. 25, 2020); *Yoon v. Holmes (Michael Holmes)*, Adv. No. 20-02018 (Bankr. N.D. Ind. Feb. 24, 2020); *Musso v. Louis*, Adv. No. 20-01021 (Bankr. E.D.N.Y. Feb. 21, 2020); *Fitzgerald v. Booze*, Adv. No. 20-05004 (Bankr. W.D. Va. Feb. 20, 2020); *Rupp v. Darcey*, Adv. No. 20-02013 (Bankr. D. Utah Feb. 19, 2020); *Vara v. Holden*, Adv. No. 20-80022 (Bankr. W.D. Mich. Feb. 11, 2020); *U.S. Trustee v. Dick*, Adv. No. 20-06003 (Bankr. E.D. Ky. Feb. 7, 2020); *Gold v. Buffington*, Adv. No. 20-04059 (Bankr. E.D. Mich. Feb. 6, 2020); *Mehdipour v. Simpson*, Adv. No. 20-01056 (Bankr. S.D. Fla. Jan. 31, 2020); *Island Gateway, LLC v. Franklin*, Adv. No. 20-01014 (Bankr., W.D. Wash. Jan. 31, 2020); *Vara v. Beegle*, Adv. No. 20-80017

(Bankr. W.D. Mich. Jan. 31, 2020); Sweet v. Wenzel, Adv. No. 20-03014 (Bankr. E.D. Mich. Jan. 30, 2020); NorthStar Credit Union v. Nevills, Adv. No. 20-00039 (Bankr. N.D. Ill. Jan. 24, 2020); Rainsdon v. Pitcher, Adv. No. 20-08009 (Bankr. D. Idaho Jan. 24, 2020); Moon v. Johnson (Nakeisha Johnson), Adv. No. 20-06004 (Bankr. W.D. Mo. Jan. 22, 2020); Calderin v. Samon, Adv. No. 20-01023 (Bankr. S.D. Fla. Jan. 22, 2020); Robson v. Foster, Adv. No. 20-01015 (Bankr. W.D. Tex. Jan. 21, 2020); Hopkins v. Wolfe, Adv. No. 20-08007 (Bankr. D. Idaho Jan. 17, 2020); Hopkins v. Pacheco, Adv. No. 20-08005 (Bankr. D. Idaho Jan. 14, 2020); Krohn v. Orozco, Adv. No. 20-01008 (Bankr. D. Nev. Jan. 14, 2020); Trojan v. Baxter, Adv. No. 20-00022 (Bankr. N.D. Ill. Jan. 13, 2020); Lowe v. Courtney, Adv. No. 20-01007 (Bankr. W.D. Tex. Jan. 8, 2020); First Midwest Bank v. Harrington, Adv. No. 20-00009 (Bankr. N.D. Ill. Jan. 7, 2020); Randolph v. Mayes, Adv. No. 19-00281 (Bankr. W.D. Tenn. Dec. 30, 2019); Rupp v. Kohutiak, Adv. No. 19-02153 (Bankr. D. Utah Dec. 30, 2019); Corzin v. Jordan, Adv. No. 19-05115 (Bankr. N.D. Ohio Dec. 28, 2019); Vara v. Robinson, Adv. No. 19-04545 (Bankr. E.D. Mich. Dec. 27, 2019); Simon v. Gibson (Jocelyne Gibson), Adv. No. 19-01128 (Bankr. N.D. Ohio Dec. 14, 2019); Olsen v. Gibson (Grant Gibson), Adv. No. 19-04089 (Bankr. W.D. Mo. Dec. 13, 2019); Corzin v. McCraney, Adv. No. 19-05111 (Bankr. N.D. Ohio Dec. 13, 2019); Corzin v. Rodrigues, Adv. No. 19-05108 (Bankr. N.D. Ohio Dec. 10, 2019); McDermott v. Crowder, Adv. No. 19-04521 (Bankr. E.D. Mich. Dec. 6, 2019); Employment Sec. Div. v. Owsley, Adv. No. 19-01117 (Bankr. D. Nev. Dec. 4, 2019); McDermott v. Erker, Adv. No. 19-01122 (Bankr. N.D. Ohio Dec. 2, 2019); Greenbelt v. Jump, Adv. No. 19-00444 (Bankr. D. Md. Nov. 27, 2019); Cohen v. Nguyen (Tony Nguyen), Adv. No. 19-00180 (Bankr. M.D. Fla. Nov. 26, 2019); Stanziale v. Liang, Adv. No. 19-02274 (Bankr. D.N.J. Nov. 19, 2019); Jones v. Hill, Adv. No. 19-00167 (Bankr. M.D. Fla. Nov. 12, 2019); Jones v. Robertson, Adv. No. 19-00166 (Bankr. M.D. Fla. Nov. 12, 2019); Jones v. Martin, Adv. No. 19-00163 (Bankr. M.D. Fla. Nov. 7, 2019); King v. Tootle, Adv. No. 19-01336 (Bankr. D. Colo. Nov. 7, 2019); Thomson v. Moody, Adv. No. 19-02124 (Bankr. D. Utah Oct. 28, 2019); Washington v. Wooten, Adv. No. 19-00987 (Bankr. N.D. Ill. Oct. 25, 2019); Freeland v. Skinner, Adv. No. 19-02053 (Bankr. N.D. Ind. Oct. 24, 2019); U.S. Trustee v. Smith (Tracy Smith), Adv. No. 19-09018 (Bankr. E.D. Cal. Oct. 24, 2019); Lindbergh v. Navarette, Adv. No. 19-01209 (Bankr. C.D. Cal. Oct. 23, 2019); Friesinger v. Davis, Adv. No. 19-03087 (Bankr. S.D. Ohio Oct. 22, 2019); Yoon v. Carpenter, Adv. No. 19-01051 (Bankr. N.D. Ind. Oct. 17, 2019); Parks v. Womacks, Adv. No. 19-05114 (Bankr. D. Kan. Oct. 16, 2019); Gargula v. Price, Adv. No. 19-00502 (Bankr. M.D. Fla. Oct. 11, 2019); Fitzgerald v. Tejeda, Adv. No. 19-07038 (Bankr. W.D. Va. Oct. 7, 2019); Rainsdon v. Abdul-Rahman, Adv. No. 19-08044 (Bankr. D. Idaho Oct. 3, 2019); Belfor USA Group Inc. v. Jablonski, Adv. No. 19-02124 (Bankr. S.D. Ohio Oct. 2, 2019); Rainsdon v. Walker, Adv. No. 19-06055 (Bankr. D. Idaho Sept. 30, 2019); Snyder v. Larson, Adv. No. 19-06022 (Bankr. Sept. 26, 2019); Doeling v. Lesmeister, Adv. No. 19-06021 (Bankr. D. Minn. Sept. 24, 2019); Sophinos v. Susser, Adv. No. 19-02149 (Bankr. D.N.J. Sept. 19, 2019); Jones v. Colimon, Adv. No. 19-00134 (Bankr. M.D. Fla. Sept. 9, 2019); U.S. Trustee v. Parlor, Adv. No. 19-80105 (Bankr. W.D. Mich. Sept. 12, 2019); DX Home Designs Inc. v. Crawford, Adv. No. 19-01179 (Bankr. C.D. Cal. Sept. 6, 2019) and New Deco Arts & Crafts Co., Ltd. v. Crawford, Adv. No. 19-01178 (Bankr. C.D. Cal. Sept. 6, 2019); Noble v. Black, Adv. No. 19-00308 (Bankr. M.D. Fla. Sept. 5, 2019); McDermott v. Zein, Adv. No. 19-04393 (Bankr. E.D. Mich. Sept. 5, 2019); U.S. Trustee v. Rudy, Adv. No. 19-80103 (Bankr. W.D. Mich. Aug. 29, 2019); U.S. Trustee v. Fus, Adv. No. 19-99003 (Bankr. W.D. Mich. Aug. 28, 2019); Gold v. Randall, Adv. No. 19-04372 (Bankr. E.D. Mich. Aug. 22, 2019); Mays v. Pegg, Adv. No. 19-01005 (Bankr. W.D.N.C. Aug. 19, 2019); Eagle Fence Distributing, LLC v. Fabiani, Adv. No. 19-00901 (Bankr. N.D. Ill. Aug. 19, 2019); Baldwin Holdings, LLC v. Johnson (Rodney Johnson), Adv. No. 19-04345 (Bankr. E.D. Mich. Aug. 12, 2019); Layng v. Eaton, Adv. No. 19-00059 (Bankr. W.D. Wis. Aug. 12, 2019); Lakeland West Capital XXV, LLC v. Grewal, Adv. No. 19-04039 (Bankr. N.D. Cal. Aug. 5, 2019); U.S. Trustee v. Vandeloecht, Adv. No. 19-02006 (Bankr. W.D. Mo. Aug. 2, 2019); Avery v. Montano, Adv. No. 19-01241 (Bankr. C.D. Cal. July 29, 2019); Mehdipour v. Kubal, Adv. No. 19-01255 (Bankr. S.D. Fla. July 26, 2019); Goernitz v. Fishburne, Adv. No. 19-00269 (Bankr. D. Ariz. July 25, 2019); Lifetime Investments LLC v. Sripathi, Adv. No. 19-01085 (Bankr. C.D. Cal. July 17, 2019); Gargula v. O'Donnell, Adv. No. 19-00261 (Bankr. M.D. Fla. July 12, 2019); U.S. Trustee v. Hake, No. 19-03070 (Bankr. S.D. Ohio July 5, 2019); Gold v. Reif, Adv. No. 19-04258 (Bankr. E.D.

adversary proceeding seeking to deny the debtor a discharge was actually defended, and the debtor's discharge was denied.¹²³ By waiving discharge or stipulating to a denial of discharge, the debtor/defendant in the adversary proceeding is giving the trustee or creditor exactly what the adversary proceeding sought. The provisions of § 727 are to be liberally construed in favor of the debtor and against the party objecting to discharge.¹²⁴ And perhaps if the debtor defends the action, the debtor may prevail.¹²⁵ There is no reason for a debtor to relieve the trustee or creditor of the burden of establishing to the court's satisfaction that a debtor is not entitled to a discharge in bankruptcy over the objection of the debtor.

(3) *The debtor wishes to avoid a judicial determination of facts in connection with the discharge litigation that could be used against the debtor in subsequent litigation.* Many of the forms of waiver of discharge expressly state that the debtor is not "admitting" or making any "admission" of the allegations made in the complaint.¹²⁶ One stated explicitly that the

Mich. June 14, 2019); U.S. Trustee v. Lee, Adv. No. 19-01153 (Bankr. C.D. Cal. May 23, 2019); Barmat v. Thrower, Adv. No. 19-01138 (Bankr. S.D. Fla. May 13, 2019); Marshack v. Nguyen (Hung Nguyen), Adv. No. 19-01070 (Bankr. C.D. Cal. Apr. 17, 2019); Peters v. Hill, Adv. No. 19-01102 (Bankr. D. Colo. Apr. 15, 2019); Gargula v. Taylor, Adv. No. 19-07012 (Bankr. C.D. Ill. Apr. 11, 2019); U.S. Trustee v. Soto, Adv. No. 19-06017 (Bankr. D. Or. Mar. 18, 2019).

In several others, the court entered summary judgment against the debtor. See Hoskins v. Chen, Adv. No. 20-03121 (Bankr. N.D. Cal. Oct. 28, 2020); Sidoti v. Peralta, Adv. No. 20-05003 (Bankr. D. Conn. Feb. 14, 2020); Chang v. Yokota, Adv. No. 19-01126 (Bankr. D. Nev. Dec. 30, 2019); Barbacci v. Miller, Adv. No. 19-06048 (Bankr. N.D. Ohio Oct. 7, 2019); Federal Nat'l Mort. Assoc. v. Willis, Adv. No. 19-01092 (Bankr. D. Nev. Sept. 13, 2019); Morris v. Barker, Adv. No. 19-05077 (Bankr. D. Kan. Aug. 15, 2019); NB11 Business Trust v. Brown, Adv. No. 19-00201 (Bankr. D. Md. June 19, 2019); Sunderland v. Okland, Adv. No. 19-01102 (Bankr. C.D. Cal. Apr. 8, 2019).

¹²³ See Faith Bible Church of Sharpsburg, Inc. v. Sparks, Adv. No. 20-02011 (Bankr. N.D. Ga. Apr. 10, 2020); U.S. Trustee v. Thompson, Adv. No. 20-05002 (Bankr. W.D. Mo. Feb. 27, 2020); Brown v. Harberson, Adv. No. 19-01961 (Bankr. S.D. Fla. Dec. 31, 2019); Moore v. Sanchez, Adv. No. 19-01082 (Bankr. D.N.M. Dec. 9, 2019); Triumphant Gold Limited v. Matloff, Adv. No. 19-04127 (Bankr. N.D. Tex. Dec. 6, 2019); Odyssey Reinsurance Co. v. Nagby, Adv. No. 19-01111 (Bankr. D. Nev. Nov. 18, 2019); Warfield v. Curry, Adv. No. 19-00380 (Bankr. D. Ariz. Oct. 23, 2019). Singh v. Pabla, Adv. No. 19-01135 (Bankr. D. Mass. Oct. 18, 2019); Gargula v. Brooks, Adv. No. 19-00143 (Bankr. M.D. Fla. Sept. 30, 2019); Hagan v. Kessler, Adv. No. 19-00069 (Bankr. N.D. Ala. Sept. 27, 2019); Lowe v. Quintana, Adv. No. 19-05050 (Bankr. W.D. Tex. Sept. 13, 2019); Mackenzie v. Diamond, Adv. No. 19-00286 (Bankr. D. Ariz. Aug. 7, 2019); Lake Pointe Homeowners Assoc., Inc. v. Grigsby, Adv. No. 19-01018 (Bankr. W.D. La. July 16, 2019); Asbach v. Grigsby, Adv. No. 19-01012 (Bankr. W.D. La. May 24, 2019).

¹²⁴ See, e.g., Thomas v. Beach (*In re Thomas*), No. 17-1072, 2018 WL 444187, at *8 (B.A.P. 9th Cir. Jan. 16, 2018); Boone v. Bentley (*In re Bentley*), Adv. No. 20-09014, 2021 WL 4296162, at *10 (Bankr. C.D. Ill. Sept. 21, 2021); Vara v. Cowan (*In re Cowan*), Adv. No. 17-01247, 2019 WL 5615968, at *9 (Bankr. D.N.J. Oct. 23, 2019).

¹²⁵ See, e.g., McDow v. Gardner (*In re Darlene Mathis Gardner*), No. 10-00477, Adv. No. 06-10056, 2008 WL 2766079 (Bankr. D.D.C. July 14, 2008) (Order denying U.S. Trustee's Motion for Summary Judgment).

¹²⁶ See cases cited in note 82 *supra*.

waiver “shall carry no preclusive effect, whether termed collateral estoppel, res judicata, law of the case, or any other form of preclusion.”¹²⁷

However, the possibility of the debtor being criminally prosecuted for anything that served as the basis for the adversary proceeding (or the threat to file an adversary proceeding) seeking denial of discharge – much less being bound by some admission in the bankruptcy case in connection with that prosecution – is small. The Executive Office for United States Trustees made 2,489 bankruptcy and bankruptcy-related criminal referrals to the Department of Justice for potential prosecution in its fiscal year 2020.¹²⁸ This was a 9.2 percent increase from the referrals made in fiscal year 2019.¹²⁹ Most of those referrals are for tax fraud rather than a bankruptcy crime associated with actions taken or omitted during a bankruptcy case. For example, only 492 of the 2020 referrals were for making a false oath or statement under 18 U.S.C. § 152(2) and (3); 412 referrals were for bankruptcy fraud under 18 U.S.C. § 157; and 390 referrals were for concealing property under 18 U.S.C. § 152(1) and (7).¹³⁰ Historically,¹³¹ the United States Attorneys have declined prosecution in 33-40 percent of all referrals a year, and actually file formal charges in fewer than 1 percent of all referred cases after investigation.¹³² That means that fewer than 100 defendants are charged with bankruptcy crimes each year.¹³³

I found 121 criminal cases filed against individuals in the three-year period from January 1, 2019 through December 31, 2021, alleging a violation of 18 U.S.C. § 152, § 153 or § 157, the likely bankruptcy criminal statutes invoked when the debtor has done something to justify a denial of discharge under § 727(a).¹³⁴ Of those, fifty-nine were brought against an

¹²⁷ Mindy Chapman-Shapiro, No. 19-10481 (Bankr. C.D. Cal. Mar. 19, 2019) (Stipulation for Waiver of Discharge and Dismissal of Adversary Proceeding, Doc. 128, p. 7, filed Oct. 21, 2020).

¹²⁸ Report to Congress: Criminal Referrals by the United States Trustee Program Fiscal Year 2020 (Aug. 2021), available at <https://www.justice.gov/ust/page/file/1431611/download>, at 1 (2020 Report).

¹²⁹ *Id.*

¹³⁰ *Id.* at 3. Some of those referrals may be overlapping.

¹³¹ These figures are taken from the Reports to Congress for Fiscal Years 2015-2020 of the Executive Office for U.S. Trustees, *see* note 128 *supra*.

¹³² Most referred cases do not result in charges until more than two years after referral, so the figures understate the number of cases in which charges will eventually be brought. 2020 Report at 5.

¹³³ *See* Ed Flynn and Charles Bowles, *Bankruptcy Crime and Punishment*, 34 Jan. AM. BANKR. INST. J. 24, at 63 (2015). *See generally* Leia Clement, *A Study on Bankruptcy Crime Prosecution Under Title 18: Is the Process Undermining the Goals of the Bankruptcy System?*, 31 EMORY BANKR. DEV. J. 409 (2015).

¹³⁴ *See* USA v. Grigsby, No. 21-CR-00303 (W.D. Okla. Dec. 1, 2021); USA v. Pegues-Goodman, No. 21-CR-00712 (N.D. Ill. Nov. 18, 2021); USA v. Clark, No. 21-CR-40020 (W.D. Ark. Oct. 21, 2021); USA v. Perskie, No. 21-CR-00761 (D.N.J. Sept. 28, 2021); USA v. Balfour, No. 21-CR-00247 (D. Neb. Sept. 24, 2021); USA v. Rajesh Kanuru, No. 21-CR-00134 (Sept. 15, 2021); USA v. Torres,

No. 21-CR-20194 (W.D. Tenn. Aug. 27, 2021); USA v. Chapman, No. 21-CR-00233 (M.D. Pa. Aug. 12, 2021); USA v. Singleton, No. 21-CR-00312 (D. Utah July 29, 2021); USA v. Smith (Douglas Howard Smith), No. 21-CR-00520 (N.D. Ohio July 14, 2021); USA v. Anderson, No. 21-CR-00153 (D. Minn. July 14, 2021); USA v. Frym, No. 21-CR-00125 (S.D. Ga. July 1, 2021); USA v. Fuentes-Delgado, No. 21-CR-00221 (D.P.R. June 23, 2021); USA v. Sealed (Christopher Knight Lopez), No. 21-CR-00301 (S.D. Tex. June 3, 2021); USA v. Zois, No. 21-MJ-10241 (D.N.J. May 21, 2021); USA v. Skinner, No. 21-CR-00062 (E.D. Va. May 7, 2021); USA v. Casteel, No. 21-CR-00106 (W.D. La. May 5, 2021); USA v. Bennett, No. 21-CR-00229 (E.D. Mo. Apr. 7, 2021); USA v. Boyd, No. 21-CR-00138 (D. Md. Mar. 2, 2021); USA v. Gambrell, No. 21-CR-00110 (M.D. Pa. Apr. 14, 2021); USA v. Cook, No. 21-CR-00016 (N.D. W. Va. Apr. 8, 2021); USA v. Hanrahan, No. 21-00135 (E.D. Pa. Apr. 6, 2021); USA v. Tremble, No. 21-CR-00224 (D. Ariz. Mar. 30, 2021); USA v. Felt, No. 21-00155 (S.D. Tex. Mar. 25, 2021); USA v. James, No. 21-CR-00024 (N.D. Ind. Mar. 24, 2021); USA v. Christmas, No. 21-CR-00127 (C.D. Cal. Mar. 16, 2021); USA v. Pratt, No. 21-CR-01027 (M.D. Fla. Mar. 2, 2021); USA v. Carr, No. 21-CR-00037 (W.D. La. Feb. 26, 2021); USA v. Kahrig, No. 21-CR-30022 (S.D. Ill. Feb. 24, 2021); USA v. Osorio, No. 21-CR-00114 (D.N.J. Feb. 4, 2021); USA v. Kamensky, No. 21-CR-00067 (S.D.N.Y. Feb. 3, 2021); USA v. Wyatt, No. 21-CR-00043 (N.D. Ga. Feb. 2, 2021); USA v. McClain, No. 21-CR-00047 (M.D.N.C. Jan. 27, 2021); USA v. Seawright, No. 21-00007 (S.D. Miss. Jan. 26, 2021); USA v. Kimball, No. 21-CR-00006 (W.D. Mo. Jan. 19, 2021); USA v. Riley (Amanda Christine Riley), No. 21-CR-00004 (N.D. Cal. Jan. 6, 2021); USA v. Bailey, No. 20-CR-00171 (S.D. Ala. Dec. 28, 2021); USA v. Williams (Icy Lee Williams), No. 20-CR-00155 (S.D. Ohio Dec. 16, 2020); USA v. Matthews, No. 20-CR-10077 (C.D. Ill. Dec. 15, 2020); USA v. Lefler, No. 20-CR-00048 (W.D. Va. Dec. 15, 2020); USA v. Handel, No. 20-CR-00612 (C.D. Cal. Dec. 9, 2020); USA v. Kiggundu, No. 20-CR-00089 (S.D. Ga. Oct. 9, 2020); USA v. Mebane, No. 20-CR-00189 (C.D. Cal. Oct. 2, 2020); USA v. Pickens, No. 20-CR-00265 (E.D. Tex. Sept. 10, 2020); USA v. Phillips, No. 20-CR-00090 (N.D. Ind. Sept. 9, 2020); USA v. Erker, No. 20-CR-00478 (N.D. Ohio Sept. 3, 2020); USA v. Piper, No. 20-CR-05372 (W.D. Wash. Sept. 2, 2020); USA v. Kang, No. 20-CR-00082 (E.D. La. Aug. 25, 2020); USA v. Byrd, No. 20-00062 (E.D. Va. Aug. 5, 2020); USA v. Cucu, No. 20-CR-00376 (N.D. Ohio July 23, 2020); USA v. Cipolletti, No. 20-CR-00400 (N.D. Ohio July 23, 2020); USA v. Sealed (Nazem Mahmoud Saad), No. 20-CR-20259 (E.D. Mich. June 17, 2020); USA v. Miller, No. 20-CR-00048 (N.D. Ind. June 10, 2020); USA v. D'Ambrosia, No. 20-CR-00181 (E.D. Pa. May 29, 2020); USA v. Hancock, No. 20-CR-00126 (M.D.N.C. May 18, 2020); USA v. Goldbeck, No. 20-CR-00045 (W.D. Wis. Apr. 22, 2020); USA v. Clark, No. 20-CR-00119 (M.D. Fla. Mar. 12, 2020); USA v. Mease, No. 20-CR-00056 (C.D. Cal. Feb. 26, 2020); USA v. Jackson, No. 20-00333 (S.D. Ala. Jan. 31, 2020); USA v. Beal, No. 20-CR-00060 (C.D. Cal. Jan. 29, 2020); USA v. Austin, No. 19-CR-00910 (S.D. Tex. Dec. 19, 2019); USA v. Smoot, No. 19-CR-00162 (N.D. Ind. Dec. 18, 2019); USA v. Siddiqi, No. 19-CR-00760 (C.D. Cal. Dec. 17, 2019); USA v. Rosenbaum, No. 19-CR-02078 (N.D. Iowa Dec. 17, 2019); USA v. Laforce, No. 19-CR-00301 (S.D. Ala. Nov. 26, 2019); USA v. Davis, No. 19-CR-00302 (S.D. Ala. Nov. 26, 2019); USA v. Embers, No. 19-CR-00281 (E.D. Tex. Nov. 13, 2019); USA v. Mays, No. 19-CR-00350 (N.D. Tex. Dec. 2, 2019); USA v. Struss, No. 19-1CR-0150 (D. Kan. Oct. 10, 2019); USA v. Wright, No. 19-CR-00087 (W.D. Va. Sept. 26, 2019); USA v. Cochran, No. 19-CR-00247 (S.D. W. Va. Sept. 25, 2019); USA v. Wood, No. 19-CR-00133 (W.D. Wis. Sept. 19, 2019); USA v. March, No. 19-CR-00383 (E.D.N.C. Sept. 18, 2019); USA v. Smith (Jason Arice Smith), No. 19-CR-00206 (M.D. Fla. Sept. 18, 2019); USA v. Rothers, No. 19-CR-00239 (D. Minn. Sept. 17, 2019); USA v. Meyzen, No. 19-CR-00664 (S.D.N.Y. Sept. 16, 2019); USA v. Pizzuti, No. 19-CR-00204 (M.D. Fla. Sept. 12, 2019); USA v. Gonzalez, No. 19-10127 (D. Kan. Sept. 4, 2019); USA v. Welch, No. 19-CR-00278 (D. Idaho Aug. 27, 2019); USA v. Liebman, No. 19-00361 (M.D. Fla. Aug. 20, 2019); USA v. Dixon, No. 19-CR-00571 (S.D. Tex. Aug. 7, 2019); USA v. Fletcher, No. 19-CR-00153 (N.D. Okla. Aug. 1, 2019); USA v. Firmani, No. 19-CR-00175 (M.D. Fla. July 31, 2019); USA v. John, No. 19-CR-00174 (M.D. Fla. July 31, 2019); USA v. Moslem, No. 19-CR-00547 (S.D.N.Y. July 30, 2019); USA v. Golloher, No. 19-CR-00172 (M.D. Fla. July 30, 2019); USA v. Filer, No. 19-CR-00565 (N.D. Ill. July 11, 2019); USA v. Cavanaugh, No. 19-CR-00131 (D. Me. July 11, 2019); USA v. Frontier, No. 19-CR-00556 (N.D. Ill. July 10, 2019); USA v. Rennix, No. 19-CR-00201 (W.D. La. June 26, 2019); USA v.

individual debtor or debtors who filed a chapter 7 bankruptcy case (or had the case converted to chapter 7).¹³⁵ Thirty-one of those debtors had the

Jackson, No. 19-CR-20397 (E.D. Mich. June 11, 2019); USA v. Franconeri, No. 19-CR-00403 (D.N.J. June 6, 2019); USA v. Mata, No. 19-CR-00214 (C.D. Cal. June 5, 2019); USA v. Williams (James Williams), No. 19-CR-20045 (C.D. Ill. June 5, 2019); USA v. Flowers, No. 19-CR-0279 (D. Colo. June 5, 2019); USA v. Shoemaker, No. 19-CR-00052 (W.D.N.Y. May 31, 2019); USA v. Kmiec, No. 19-CR-00371 (S.D. Tex. May 21, 2019); USA v. Sicard, No. 19-CR-00115 (M.D. Fla. May 14, 2019); USA v. Korn, No. 19-CR-00248 (E.D. Pa. Apr. 30, 2019); USA v. Riley (Joel C. Riley), No. 19-00105 (D. Conn. Apr. 17, 2019); USA v. Avenatti, No. 19-CR-00061 (C.D. Cal. Apr. 10, 2019); USA v. Sealed (Leslie Robert Burk), No. 19-CR-01019 (W.D. Tex. Apr. 3, 2019); USA v. Brown, No. 19-CR-00011 (N.D. W. Va. Apr. 2, 2019); USA v. Frank, No. 19-CR-00180 (E.D. Pa. Mar. 28, 2019); USA v. Key, No. 19-CR-00032 (S.D. Ohio Mar. 27, 2019); USA v. Saunders, No. 19-CR-00033 (S.D. Ohio Mar. 27, 2019); USA v. LaVigne, No. 19-CR-00061 (N.D.N.Y. Mar. 27, 2019); USA v. Sanders, No. 19-CR-00068 (E.D. Ky. Mar. 21, 2019); USA v. Dameshek, No. 19-CR-00903 (S.D. Cal. Mar. 15, 2019); USA v. Kowalski, No. 19-CR-00226 (N.D. Ill. Mar. 10, 2019); USA v. Buckner, No. 19-00024 (S.D. Ohio Mar. 6, 2019); USA v. Brinton, No. 19-CR-00080 (D. Utah Feb. 28, 2019); USA v. Elder, No. 19-CR-00061 (D. Utah Feb. 26, 2019); USA v. Courtney, No. 19-CR-00016 (S.D. Ohio Feb. 20, 2019); USA v. Mehdeizadeh, No. 19-CR-00084 (C.D. Cal. Feb. 14, 2019); USA v. Giles, No. 19-CR-00005 (M.D. Ga. Feb. 14, 2019); USA v. Mari, No. 19-CR-00052 (D. Colo. Feb. 5, 2019); USA v. Deguzman, No. 19-CR-00019 (E.D. Va. Feb. 5, 2019); USA v. Koenig, No. 19-CR-00039 (W.D. Mo. Jan. 29, 2019); USA v. O'Brien, No. 19-CR-10003 (D. Kan. Jan. 23, 2019); USA v. Jeon, No. 19-CR-00006 (C.D. Cal. Jan. 4, 2019).

¹³⁵ See Sonya Skinner, No. 21-50046 (Bankr. E.D. Va. Jan. 19, 2021); Alayjja Tremble, No. 20-02141 (Bankr. D. Ariz. Mar. 3, 2020); William Archie Chapman, Jr., No. 20-00354 (Bankr. M.D. Pa. Jan. 31, 2020); Raymond Adam Erker, No. 19-15448 (Bankr. N.D. Ohio Aug. 30, 2019); Natalie Paige Cochran, No. 19-50122 (Bankr. S.D. W. Va. July 24, 2019); Icy Lee Williams, No. 19-11167 (Bankr. S.D. Ohio Apr. 1, 2019); Brandon L. Bailey, No. 19-10650 (Bankr. S.D. Ala. Feb. 26, 2019); Christopher Knight Lopez, No. 19-30969 (Bankr. S.D. Tex. Feb. 23, 2019); Alexander J. Cucu, No. 19-10833 (Bankr. N.D. Ohio Feb. 19, 2019); Elia J. Zois and Mariana Zois, No. 19-12556 (Bankr. D.N.J. Feb. 6, 2019); John Joseph Cavanaugh, Jr., No. 19-20019 (Bankr. D. Me. Jan. 16, 2019); Mark Wayne Grigsby and Darita Lashon Grigsby, No. 19-10027 (Bankr. W.D. La. Jan. 8, 2019); Nolan B. Balfour and Maegan L. Balfour, No. 18-81002 (Bankr. D. Neb. July 12, 2018); Richard A. Boyd, No. 18-18631 (Bankr. D. Md. June 28, 2018); Quianna Sherrie Bennett, No. 18-44015 (Bankr. E.D. Mo. June 22, 2018); Leslie Burk, No. 18-30992 (Bankr. W.D. Tex. June 15, 2018); Monte J. Brannan, No. 18-80519 (Bankr. C.D. Ill. Apr. 11, 2018) (USA v. Matthews); Robert M. Kowalski, No. 18-09130 (Bankr. N.D. Ill. Mar. 29, 2018); Donald Edward James, No. 18-10177 (Bankr. N.D. Ind. Feb. 20, 2018); Ronya L. Phillips, No. 17-12469 (Bankr. N.D. Ind. Dec. 29, 2017); Meffrey A. Mari and Alexandra G. Mari, No. 17-20688 (Bankr. D. Colo. Nov. 21, 2017); Penh Kang, No. 17-12431 (Bankr. E.D. La. Sept. 12, 2017); Todd G. Goldbeck and Jodi L. Goldbeck, No. 17-13077 (Bankr. W.D. Wis. Aug. 31, 2017); Alan Russell Cook, Sr., No. 17-12435 (Bankr. E.D. Va. July 13, 2017); Brody Clark, No. 17-71379 (Bankr. W.D. Ark. May 30, 2017); Jeffrey D. Deguzman and Linda Asbury Deguzman, No. 17-71435 (E.D. Va. Apr. 18, 2017); Victor Jose Osorio, No. 17-12982 (Bankr. D.N.J. Feb. 16, 2017); Adam Delane Key, No. 17-10212 (Bankr. S.D. Ohio Jan. 24, 2017); Wesley Lamont Saunders, No. 17-10030 (Bankr. S.D. Ohio Jan. 5, 2017); Jacques Andre Frym, No. 16-41900 (Bankr. S.D. Ga. Dec. 12, 2016); Larry E. Brown and Jacinta Jo Brown, No. 16-00965 (Bankr. N.D. W. Va. Sept. 19, 2016); Ralph David Brinton, No. 16-27945 (Bankr. D. Utah Sept. 8, 2016); Sonya Pegues, No. 16-23740 (Bankr. N.D. Ill. July 25, 2016); Douglas Howard Smith, No. 16-13975 (Bankr. N.D. Ohio July 21, 2016); Ok Jin Jeon, No. 16-18274 (Bankr. C.D. Cal. June 21, 2016); Michael O. Pickens, No. 16-40667 (Bankr. E.D. Tex. Apr. 8, 2016); Darren Lee Courtney, No. 16-10772 (Bankr. S.D. Ohio Mar. 17, 2016); Anthony Wayne March, No. 16-00522 (Bankr. E.D.N.C. Feb. 3, 2016); James Alan Rothers, No. 15-43828 (Bankr. D. Minn. Sept. 17, 2019); Stephen Douglas Pizzuti and Kristin Ann Pizzuti, No. 15-09016 (Bankr. M.D. Fla. Oct. 23, 2015);

discharge denied or revoked in the underlying bankruptcy case,¹³⁶ and seventeen of those waived discharge or stipulated to a denial of discharge.¹³⁷ Most of those chapter 7 debtors who were prosecuted for bankruptcy crimes were also pursued for serious non-bankruptcy offenses as well.¹³⁸

Michael Frontier, No. 15-28491 (Bankr. N.D. Ill. Aug. 20, 2015); Del Hodges Kimball, No. 15-42262 (Bankr. W.D. Mo. Aug. 5, 2015); Nazem M. Saad, No. 15-49483 (Bankr. E.D. Mich. June 22, 2015); Judith Selena Davis Hancock, No. 15-50373 (Bankr. M.D.N.C. Apr. 13, 2015); F. David Elder, No. 15-20700 (Bankr. D. Utah, Jan. 29, 2015); Saaed Moslem, No. 15-35062 (Bankr. S.D.N.Y. Jan. 15, 2015); Chapman R. Mays, No. 14-44898 (Bankr. N.D. Tex. Dec. 3, 2014); Raymond H. LaForce, No. 14-02967 (Bankr. S.D. Ala. Sept. 11, 2014); Stacey J. Wright and Laura R. Wright, No. 14-71222 (Bankr. W.D. Va. Sept. 2, 2014); Jackie Marie Jackson, No. 14-51985 (Bankr. E.D. Mich. July 22, 2014); Elaine Ann Kmiec, No. 14-32964 (Bankr. S.D. Tex. May 29, 2014); Scott Korn, No. 14-13138 (Bankr. E.D. Pa. Apr. 21, 2014); Christopher B. Gambrill, No. 14-01664 (Bankr. M.D. Pa. Apr. 10, 2014); Andrew Welch, No. 14-40327 (Bankr. D. Idaho Apr. 3, 2014); Zamir Siddiqi, No. 13-38958 (Bankr. C.D. Cal. Dec. 9, 2013); Sara E. Urbanczyk (Sara Shoemaker), No. 13-10972 (Bankr. W.D.N.Y. Apr. 12, 2013); Pejman V. Mehdizadeh, No. 10-36936 (Bankr. C.D. Cal. June 30, 2010); Michael J. Fletcher and Lori Jean Fletcher, No. 11-12334 (Bankr. N.D. Okla. Aug. 12, 2011); Patrick Franconeri, No. 10-17027 (Bankr. D.N.J. Mar. 11, 2010).

¹³⁶ See *Icy Williams*; *Balfour*; *Boyd*; *Brannan*; *Kowalski*; *Phillips*; *Deguzman*; *Frym*; *Zois*; *Erker*; *Kang*; *Cucu*; *Siddiqi*; *Kimball*; *LaForce*; *Wright*; *March*; *Rothers*; *Jackson*; *Fletcher*; *Korn*; *Kmiec*; *Welch*; *Key*; *Bennett*; *Burk*; *Saunders*; *Elder*; *Mari*; *Douglas Smith*; *Jeon*; cf. *Pizzuti* (discharge was vacated and case is ongoing); *Brinton* (adversary proceeding seeking to deny discharge is stayed pending resolution of criminal case).

¹³⁷ See *Cochran* (Stipulation for Waiver of Discharge, Doc. 26-1 filed Nov. 17, 2020); *Zois* (Stipulation and Consent Order, filed in *McDonnell v. Zois*, Adv. No. 19-02076 (Bankr. D.N.J. Aug. 2, 2019), Doc. 20, filed Mar. 11, 2020); *Icy Williams* (Waiver of Discharge, Doc. 56, filed Aug. 16, 2019); *Boyd* (Stipulation and Consent Order Resolving Complaint of the United States Trustee for Revocation of Debtor's Discharge, Doc. 128, filed July 20, 2021); *Mari* (Waiver of Discharge, Doc. 425, filed Mar. 8, 2019); *Bennett* (Quianna Sherrie Bennett's Waiver of Discharge, Doc. 34, filed Mar. 18, 2019); *Burk* (Waiver of Discharge of Leslie Robert Burk, Doc. 34, filed Nov. 6, 2018); *Phillips* (Amended Debtor's Voluntary Waiver of Discharge, Doc. 59, filed Sept. 21, 2018); *Kang* (Waiver of Discharge, Doc. 22-1, filed Mar. 1, 2018); *Deguzman* (Waiver of Discharge, filed in *Robbins v. Deguzman*, Adv. No. 17-07051 (Bankr. E.D. Va. Dec. 14, 2017), Doc. 22-2, filed Apr. 9, 2018); *Frym* (Joint Motion for Entry of Stipulated Judgment approving Waiver of Discharge, entered in *Gebhardt v. Frym*, Adv. No. 17-04021 (Bankr. S.D. Ga. May 5, 2017), Doc. 10, filed July 26, 2017); *March* (Waiver of Discharge Pursuant to 11 USC § 727(a)(10) and Motion for Court Approval of Written Waiver of Discharge, Doc. 135, filed July 27, 2016); *Wright* (Waiver of Discharge of Laura R. Wright, Doc. 173, filed Mar. 27, 2017); *Elder* (Stipulation to Revocation of Discharge, filed in *U.S. Trustee v. Elder*, Adv. No. 16-02077 (Bankr. D. Utah May 12, 2016), Doc. 3, filed June 14, 2016); *Welch* (Waiver of Discharge Under 11 U.S.C. § 727(a)(10), Doc. 57, filed Mar. 4, 2015); *Korn* (consent to Entry of Order Denying Discharge, Doc. 393, filed July 10, 2015); *Kmiec* (Joint Stipulation to Waiver of Discharge by Debtor Under 11 U.S.C. § 727(a)(10), Doc. 81-1, filed Nov. 23, 2014). In one chapter 13 case the debtors who were being prosecuted for bankruptcy fraud also filed a stipulation denying discharge. See *Jorge Antonio Fuentes Delgado and Isabel Milagros Davila Pereira*, No. 16-04797 (Bankr. D.P.R. June 15, 2016, Doc. 51-1, filed May 20, 2021).

¹³⁸ See *Pagues-Goodman* (tax evasion); *Cochran* (wire fraud, bank fraud, aggravated identity theft, unlawful monetary transactions); *Bailey* (theft of government property, false statement to federally insured institution); *Balfour* (bank fraud); *Boyd* (bank fraud, wire fraud); *Deguzman* (conspiracy to commit offense against United States); *Frym* (false tax return); *Christopher Knight Lopez* (wire fraud and conspiracy, aggravated identity theft); *Phillips* (subornation of perjury; bankruptcy counts were dismissed); *Pickens* (engaging in monetary transaction in property derived from unlawful activity and

When they were prosecuted solely for bankruptcy crimes, the property involved (which was concealed or omitted from schedules or otherwise lied about) generally had significant value,¹³⁹ although in two cases the debtors were prosecuted solely for lying about having completed the required prepetition credit counseling course.¹⁴⁰

I found only six cases involving a chapter 7 debtor who was denied a discharge, waived a discharge, or had a discharge revoked in a case filed in 2019 in which that debtor has to date been prosecuted for a bankruptcy

aiding and abetting); *Erker* (mail fraud, wire fraud, money laundering, and conspiracy charges); *Smith* (attempted tax evasion); *Cucu* (conspiracy to commit bank fraud, bank fraud); *Hancock* (wire fraud, aggravated identity theft, mail fraud, obstruction of justice, money laundering, attempting to evade taxes, monetary transaction in property derived from unlawful activity); *Bennett* (wire fraud); *March* (wire fraud, securities fraud engaging in monetary transactions in criminally derived property and aiding and abetting); *Moslem* (bank fraud conspiracy, conspiracy to defraud IRS, false statements to lender); *Cavanaugh* (social security fraud, false statement for use in determining social security benefits, false statements in credit applications, aggravated identity theft); *Franconeri* (tax evasion); *Burk* (mail fraud, wire fraud).

¹³⁹ See, e.g., *Grigsby* (defendants stripped \$350,000 home of air conditioning system, appliances, front door); *Cook* (fraudulent transfers and concealment of \$855,303.81 in revenue); *Rothers* (gold coins worth \$100,000, bank accounts with \$686,000, and uncashed checks of \$455,000); *Kang* (failed to disclose gambling losses of \$40,000-60,000, an interest in two bank accounts, and a \$50,000 life insurance policy); *Clark* (understated monthly income by more than \$6,000 and failed to disclose sales of cattle for \$60,250 and \$18,987); *Fuentes-Delgado* (failing to disclose receipt of \$213,334.05); *Pizzuti* (property associated with securities broker business worth \$28,000); *Jackson* (\$67,921 in cash and checks received from deceased mother); *Kowalski* (concealed hundreds of thousands of dollars of assets); *Fletcher* (real property worth \$735,000); *Frontier* (income from illegal gambling business); *Shoemaker* (concealed bank account with more than \$90,000 in it); *Brown* (\$90,000 personal injury claim); *Welch* (interest in account, real estate); *Korn* (failure to disclose, among other things, three vehicles with total value of more than \$200,000 purchased on week before filing, withdrawal of \$200,000 from bank account four days before filing, and \$214,000 in cash in a safe); *Kimball* (omitted transfers to relatives and insiders in an amount exceeding \$69,000); *Elder* (25% interest in LLC and \$5,000 distribution check, \$9,000 cashier's check); *Courtney* (\$35,015 transferred to bank account); *Mari* (concealed proceeds from sale of cattle totaling almost \$72,000); *Mehdizadeh* (ownership interest in corporation, intellectual property, accounts receivable collected for \$65,000); see also cases in note 138 *infra*.

¹⁴⁰ See *Key*; *Saunders*.

crime.¹⁴¹ Half of them waived their discharge or stipulated to its denial.¹⁴² It is, of course, still early and those 2019 debtors may be prosecuted for several years in the future,¹⁴³ but the argument that debtors voluntarily waive discharge in order to avoid prosecution for bankruptcy crimes is not persuasive. Most chapter 7 debtors who are prosecuted for a bankruptcy crime are also prosecuted for other serious non-bankruptcy acts, and even with respect to the bankruptcy counts the property at issue is of high value. Most chapter 7 debtors are not in those categories. Of the large number of

¹⁴¹ *Grigsby, Cochran, Zois, Icy Williams, Erker, Cucu*.

The Grigsbys borrowed money to construct a \$350,000 home and defaulted. When the lender instituted foreclosure proceedings, the debtors unsuccessfully sued the lender in federal court and, when the case was dismissed, filed for bankruptcy protection. They stripped property from the residence, including the air conditioning system, appliances and the front door and concealed additional items of personal property.

Ms. Cochran understated her income by a substantial amount, failed to disclose payments to family members and omitted ownership interest in two LLCs).

Mr. Zois was charged with failing to disclose ownership of a business and approximately \$2.9 million of income he received in the four years prior to filing for bankruptcy. Mr. Zois entered into a settlement agreement with the U.S. trustee in an adversary proceeding challenging his right to a discharge. Elia J. Zois and Mariana Zois, Adv. No. 19-02076 (Bankr. D.N.J. Aug. 2, 1029) (Stipulation and Consent Order, Doc. 20, filed Mar. 11, 2020). The bankruptcy court denied Mr. Zois's discharge only because he defaulted on making agreed payments to the U.S. trustee pursuant to the settlement agreement.

Ms. Williams was charged with knowingly and fraudulently concealing two diamond rings with a value of \$17,000.

Mr. Erker was the owner and operator of multiple investment and asset management companies and, with other defendants, allegedly conspired to defraud investors. At his 341 meeting during his chapter 7 bankruptcy case he testified falsely about his ownership of the companies in which he placed the investors' money. Mr. Erker and his co-defendants allegedly obtained in excess of \$9.4 million from the scheme.

Mr. Cucu concealed his ownership of a luxury townhouse in which he resided, and his ownership interest in various business entities, and failed to disclose his income from his real estate businesses, which he transferred to his mother.

I did find other debtors who filed for bankruptcy in 2019 and did not receive a discharge who were subsequently prosecuted criminally but not for bankruptcy crimes. *See* USA v. Sullivan (William Mark Sullivan and Michelle Cadman-Sullivan), No. 21-00561 (N.D. Okla. Dec. 21, 2021) (prosecution for bank fraud and identity theft); USA v. Conley (Pamela Kathryn Conley), No. 21-CR-00064 (N.D. Okla. Feb. 23, 2021) (bank fraud and aggravated identity theft); USA v. Walker (Jiles Charles Walker), No. 20-01352 (M.D. Fla. Nov. 19, 2020) (unlawful transport of firearms); USA v. Barker (Danny Lee Barker and Valeria Ann Barker), No. 20-CR-10059 (D. Kan. Sept. 9, 2020) (mailing threatening communication to a member of judiciary); USA v. Adkins (Robert Dale Adkins), No. 20-00012 (S.D. W. Va. Jan. 24, 2020) (scheme to defraud by embezzlement of church funds); USA v. Pegg (Samuel Carl Pegg Jr.), No. 19-CR-00098 (W.D. N.C. Sept. 13, 2019) (threat to shoot bankruptcy administrator in violation of 18 U.S.C. § 1503). In addition, Eric C. Blue was arrested under a bench warrant issued in his bankruptcy case to coerce him to comply with court orders. Eric C. Blue, No. 19-33568 (Bankr. N.D. Tex. Oct. 28, 2019). His contempt citation was purged by his appearance and compliance.

¹⁴² *Cochran, Zois, Icy Williams*.

¹⁴³ The general statute of limitations for noncapital federal crimes is five years. 18 U.S.C. § 3282. However, with respect to concealment of assets, the offense is deemed to continue until the debtor is discharged or discharge is denied, and the limitations period does not begin to run until that time.

consumer debtors who filed in 2019 who had their discharges denied or revoked¹⁴⁴ only six of them have so far been prosecuted for a bankruptcy crime. The odds are heavily against a debtor being prosecuted, waiver or no.

IV. CONCLUSION

In most cases the reason an individual debtor files for relief under chapter 7 of the Bankruptcy Code is to obtain a discharge of his or her prepetition debts. That discharge should not be denied lightly. Bankruptcy is complicated and stressful, and debtors may have no representation or representation that becomes oppressively expensive when they have to defend their right to a discharge, leading them to relinquish it “voluntarily.” But there is nothing voluntary about most waivers of discharge or stipulations denying discharge.

The safety valve on all such waivers or stipulations is the requirement of court approval. Although the Bankruptcy Code provides no guidance on when a court should approve a waiver of discharge, it does provide detailed directions on approval of a reaffirmation agreement. For a reaffirmation agreement to be effective, the attorney representing the debtor must file a declaration or affidavit stating that the “agreement does not impose an undue hardship on the debtor or a dependent of the debtor.”¹⁴⁵ In a case concerning an individual who was not represented by an attorney during the course of negotiating such an agreement, the court must approve the agreement as “(i) not imposing an undue hardship on the debtor or a dependent of the debtor; and (ii) in the best interest of the debtor.”¹⁴⁶

It is strange that Congress should have been more concerned with protecting individual debtors from the consequences of reaffirming a single debt than the much more serious consequences of waiving discharge of all debts. Debtors are at least as likely to be pressured by the United States trustee to waive discharge as they are by individual creditors seeking reaffirmation of their debts. Given that the practical effect of a waiver of discharge is the same as reaffirming each and every debt that is covered by the waiver, it would seem logical that a bankruptcy judge should condition court approval of a waiver on a showing that the waiver “does not impose an undue hardship on the debtor or a dependent of the debtor” and “in the best interest of the debtor,” the same showing necessary for reaffirmation of

¹⁴⁴ See cases cited in notes 67, 70 and 122 *supra*.

¹⁴⁵ 11 U.S.C. § 524(c)(3)(B).

¹⁴⁶ 11 U.S.C. § 524(c)(6)(A).

a single debt. Because that language is included only in § 524(c) and not in § 727(a)(10), no court has required such a showing to obtain approval of a waiver of discharge, but nothing precludes a court from doing so.

Courts have a statutory obligation to consider whether or not to approve a waiver of discharge or stipulation. Too often courts seem to approve those documents as a matter of course without making any independent judgment about their substance if there is no objection. If courts took a more active role in policing waivers of discharge, fewer debtors might have their discharge denied because they are unable effectively to protect it.