UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE:	)	CASE NO. 96-50495
	)	
CHARLES & GAY KNIGHT,	)	CHAPTER 7
	)	
DEBTOR(S)	)	
	)	
INDEPENDENCE, INC.,	)	ADVERSARY NO. 96-5119
	)	[CONSOLIDATE WITH
PLAINTIFF(S),	)	ADVERSARY NO. 96-5059]
	)	
vs.	)	JUDGE MARILYN SHEA-STONUM
	)	
CRAIG YOUNG, ET AL.	)	
	)	**ORDER DENYING "MOTION TO**
DEFENDANT(S).	)	**REOPEN CONSOLIDATE CASE"**

On April 8, 1996 Independence, Inc. filed a complaint against debtors Charles and Gay Knight thus initiating Adversary Number 96-5059. On June 28, 1996 Independence, Inc. and Craig Young filed a complaint against debtors Charles and Gay Knight thus initiating Adversary Number 96-5119. Each of those complaints alleged the nondischargeability of certain debts owed by debtors to plaintiffs. On September 4, 1996 the Court entered an Order consolidating Adversary Number 96-5059 into Adversary Number 96-5119.

The trial in the consolidated adversary proceeding was never held as the parties reported to the Court that the matter had been settled. On May 7, 1997 the Court entered Agreed Judgment Entries as to each of the two challenged debts. Paragraph three of each of those judgement entries (which were prepared by counsel for the parties) set forth the following:

> 3. Wherefore, Debtor Charles Knight has agreed to pay the Creditor Twelve Thousand and 00/100 Dollars ($12,000.00) to settle the Adversary Proceeding against it [sic] upon the following terms:
>
> > The $12,000.00 will accrue simple interest at 5% per annum until paid. Interest begins on the date this settlement is approved by the Court. Debtor will pay Creditor $300.00 per month, due and payable the 10th day of each month, beginning the month after the Court approves this compromise. The payments will continue until paid in full, pursuant to the amortization schedule, attached hereto as Exhibit #1 and made a part hereof. Further,

> should Debtors' [sic] default on said payments, the entire outstanding balance of the $12,000.00 not yet paid shall become due and payable, and shall begin collecting interest at 10% per annum. The $12,000.00 is not dischargeable in bankruptcy. Payments shall be made payable to Craig Young, and shall be mailed to his attorney, James R. Silver at 215 West Garfield Road, Suite 230, Aurora, Ohio, 44202 . . . .

[Adv. No. 96-5119, Docket #24].

3. Wherefore, Debtor Charles Knight has agreed to pay the Creditor Four Thousand Eight Hundred and 00/100 Dollars ($4,800.00) to settle the Adversary Proceeding against it [sic] upon the following terms:

> The $4,800.00 will accrue simple interest at 5% per annum until paid. Interest begins on the date this settlement is approved by the Court. Debtor will pay Creditor $200.00 per month, due and payable by the 10th day of each month, beginning the month after the Court approves the compromise. The payments will continue until paid in full, pursuant to the amortization schedule, attached hereto as Exhibit A and made a part hereof. Further, should Debtors default on said payments, the entire outstanding balance fo the $4,800.00 not yet paid shall become due and payable, and shall begin collecting simple interest at 10% per annum. The $4,800.00 is not dischargeable in bankruptcy. Payments shall be made directly to Independence, Inc. at 161 East Main Street, Ravenna, Ohio 44266 . . . .

[Adv. No. 96-5119, Docket #25].

Consolidated Adversary Proceeding 96-5119 was closed by the Clerk of Court's Office on June 25, 1997 and removed from this Court's active docket.

On July 17, 2003 Independence, Inc. and Craig Young filed a pleading in Adversary No. 96-5119 which is captioned "Motion to Reopen Consolidated Case." The only reason set forth for why that pleading was filed is that "Plaintiffs seek to reopen the case so that they may continue their collection efforts for monies owed."

As a general rule, a bankruptcy court does not have jurisdiction to enforce a nondischargeable money judgment against a debtor. *See, e.g., HOC, Inc. v. McAllister (In re McAllister)*, 216 B.R. 957 (Bankr. N.D. Ala. 1998); *Edwards v. Sieger (In re Sieger)*, 200 B.R. 636 (Bankr. N.D. Ind. 1996). *See also* Alan M. Ahart, *Enforcing Nondischargeable Money Judgments: The Bankruptcy Courts' Dubious Jurisdiction*, Am. Bankr. L.J. 115 (Spring 2000). In their "Motion to Reopen Consolidated Case," plaintiffs set forth no allegation regarding a default by defendant-debtors' under the judgment entries nor did they set forth any legal authority to justify reopening a closed adversary proceeding in which the dischargeability of certain debts was fully and finally determined.

Based upon the foregoing, the Court finds that the "Motion to Reopen Consolidated Case" is not well taken and is hereby denied.

IT IS SO ORDERED.

MARILYN SHEA-STONUM
Bankruptcy Judge

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 2nd day of SEPTEMBER 2003, the foregoing **ORDER DENYING "MOTION TO REOPEN CONSOLIDATE CASE"** was sent via regular U.S. Mail to:

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Lisa Napoli, *Law Clerk*

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