

U.S. BANKRUPTCY COURT  
District of South Carolina

Case Number: 02-13215

Order

The relief set forth on the following pages, for a total of 3 pages including this page,  
is hereby ORDERED.

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**FILED BY THE COURT**  
**02/26/2003**



Entered: 02/26/2003

*John E. Waites*

US Bankruptcy Court Judge  
District of South Carolina

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:

Robert Andrew Donaldson, II  
and Pamela Irene Donaldson,

Debtors.

C/A No. 02-13215-W

**ORDER**

Chapter 7

THIS MATTER comes before the Court upon the filing of a Reaffirmation Agreement (“Agreement”) on February 6, 2003 between Robert Andrew Donaldson, II (“Debtor”) and National City Bank (“National City”). In the Agreement, Debtor proposes to reaffirm a debt to National City in the sum of \$8,418.86, a debt which is apparently secured by a lien on a 1998 Plymouth Voyager (“Vehicle”).

The Court considers the Agreement pursuant to 11 U.S.C. §524(c)(6) because Debtor was not represented by an attorney during the course of negotiating the Agreement.

Debtor’s attorney in the Chapter 7 case, Michael Cox, appeared at the hearing at the request of the Court and indicated that he could not certify that the Agreement did not impose an undue hardship on Debtor or a dependent. While Local Rule 9010-1(d) deems a debtor’s attorney responsible for representing the debtor in all hearings and matters which arise in connection with the case, the Court will not compel a debtor’s attorney to certify a reaffirmation agreement if it is not believed to be in debtor’s best interest. However, the debtor’s attorney must indicate the reason for the lack of certification and request and attend the hearing before the Court if the debtor chooses to represent himself in the negotiation and filing of a reaffirmation agreement. At the hearing, the Court will require a debtor’s attorney to indicate the reasons for the failure to certify.

In the matter before the Court, Debtor advised that he is now current and not in default under his contract with National City and that his desire to reaffirm was based upon a belief derived from National City that his credit report would be more favorably viewed if he reaffirmed the subject debt. However, no representative of National City appeared at the hearing to substantiate the benefits to Debtor of reaffirming a current debt on a vehicle.<sup>1</sup>

In light of these factors and despite Debtor's wish to reaffirm, the Court is not convinced that the Agreement is in Debtor's best interest. Therefore, the Reaffirmation Agreement is not approved.

**AND IT IS SO ORDERED.**

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<sup>1</sup> At the same hearing, National City's Motion for Relief from the Stay was denied for lack of prosecution.