Reaffirmation Agreements
When to Expect a Hearing and Other Tips

No hearing will be scheduled if:

- the reaffirmed debt is secured by real estate.
- the creditor is a credit union as defined in Section19(b)(1)(a)(iv) of the Federal Reserve Act and the debtor was represented by counsel during the negotiation of the Agreement, i.e., the attorney has signed Part C.
- the debtor was represented by counsel during the negotiation of the Agreement and there is no presumption of undue hardship
- the debtor was represented by counsel during the negotiation of the Agreement and the Court considers the presumption of undue hardship to have been successfully rebutted, by a full, signed explanation on Part D, of how the debtor will be able to make the payments.

Expect a hearing to be scheduled if one of the above does not apply. Please note that even if a hardship is rebutted, a hearing may be scheduled in Judge Kelley's discretion.

- The hearing will be an in-person hearing.
- The debtor who signed the Agreement must participate or the Reaffirmation Agreement cannot be approved.
- The debtor's attorney is not required to participate if not representing the debtor during the negotiation of the Agreement.
- The creditor will receive notice of the hearing, but is not required to participate.

Other tips and suggestions:

- Use the correct form (Official Form 240A). Both the creditor and at least one debtor must sign the Agreement.
- According to Bankruptcy Rule 4008 the amounts shown for income and expenses on Part D: Debtor's Statement in Support of Reaffirmation Agreement should match the budgeted amounts on Schedules I and J. If Part D and Schedules I and J are not reasonably similar, please explain what has changed in the space provided on Part D or file an Amended Schedule I and/or J.
- The Agreement must be entered into before the discharge is granted, which means that the date signed by both parties must precede the date of discharge.