Dear Mr. Wannamaker:

This is forwarded to urge the Rules Committee to reconsider the new Reaffirmation Agreement (B240A) issued as a Director's Form from the Executive Office in December of 2009.

Mr. Halberstadt has been kind enough to copy me on the various emails that he has sent to you and others at the Administrative Office setting forth his concerns with the reaffirmation agreement. I share those concerns. In reviewing the form, I noted the same discrepancies with the statute as set forth by Mr. Halberstadt.

If the Committee decides to review this form, in addition to Mr. Halberstadt's comments, I would like them to consider the following. It becomes readily apparent in reading the January 7, 2009 Gibson memo, that reasonable minds can disagree with the interpretation as adopted by the sub-committee. The deviation from the statutory language will potentially result in assertions of discharge injunction violations under 11 U.S.C. §524(a) and attendant FDCPA violations when creditors act to enforce collection under this form of reaffirmation agreement. As a result of my engagement in working with Sears and other creditors when reaffirmation problems were encountered in the late 90's, it is my opinion that creditors will be confronted with suggestions that they have violated the discharge injunction if they use this form of reaffirmation agreement. In the best case scenario, creditors confronted with a suggestion may be able to successfully defend the complaint after expending the funds necessary to do so. In the worse case scenario, Courts will find that the reaffirmation agreement is ineffective and that there have been discharge injunction and FDCPA violations.

Considering the controversy on the reaffirmation concept in general and the litigation attendant to reaffirmation agreements in the late 90's, the forms should be crafted in the fashion that closely follows the statutory language to avoid improprieties by creditors and potential challenges to the form.