

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION

IN RE:)
)
MICHELLE ELLEN MANNY-ULLOM) CASE NO. 08-21099 JPK
) Chapter 7
Debtor.)

ORDER ON DEBTOR'S MOTION TO PROCEED *PRO SE*
FOR PURPOSES OF REAFFIRMATION AGREEMENT ("MOTION")

The Motion, filed on June 27, 2008, is an exercise in incomprehensibility. It seeks to place a reaffirmation agreement between the debtor and Horizon Bank before the Court. Yet, the Motion states that Attorney Joseph B. Cioe, Jr. "does not possess the capacity as an attorney to certify whether the reaffirmation agreement imposes an undue hardship on the debtor or any dependent of the debtor". Whether or not the debtor proceeds with counsel or without counsel with respect to a reaffirmation agreement depends upon whether an attorney assisted the debtor in negotiating the reaffirmation agreement, and if an attorney did in fact negotiate a reaffirmation agreement on behalf of his or her client, then the certification stated in Part C of the standard reaffirmation agreement documentation is to be filled out by the attorney. If the attorney did not assist his/her client in negotiating the reaffirmation agreement, then the attorney should stay out of the process of seeking approval of the reaffirmation agreement.

There is more of a problem. The reaffirmation agreement with Horizon Bank is not complete: Part D is not filled out.

The Motion does not seek approval of the reaffirmation agreement. Rather, it seeks to allow the debtor to proceed *pro se* with respect to a reaffirmation agreement with Horizon Bank. Because, as stated previously, involvement by an attorney in negotiating the reaffirmation agreement is the critical factor, the Court cannot determine from the record whether or not Attorney Cioe participated in the negotiation of the agreement, and for that reason the Motion must be denied.

The Court also notes that there is no effective reaffirmation agreement before the Court, in that the required forms for the agreement have not been completed.

IT IS ORDERED that the Motion is denied, without prejudice to the filing of a request for relief which is comprehensible under applicable rules and law.

Dated at Hammond, Indiana on July 10, 2008.

/s/ J. Philip Klingeberger
J. Philip Klingeberger, Judge
United States Bankruptcy Court

Distribution:
Debtor, Attorney for Debtor
Trustee, US Trustee