

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA

IN RE: )  
 )  
FRANCHESKA CURRY, ) Case No. 17-02792  
 )  
Debtor. )

ORDER APPROVING REAFFIRMATION AGREEMENTS (DOCS. 31, 33)  
WITH MODIFICATION

This matter is before the court on the reaffirmation agreements between the debtor and J & J Furniture Company, Inc. (docs. 31, 33) filed by J & J pursuant to 11 U.S.C. § 524. The debtor seeks to reaffirm agreements with J & J with respect to furniture in the amounts of \$2,098.09 (*see* cover sheet, doc. 32) and \$633.79 (*see* cover sheet, doc. 34), respectively. J & J added \$300.00 in attorney’s fee to the first debt and \$100.00 in attorney’s fee to the second debt, presumably in conjunction with preparing the reaffirmation agreements. For the reasons discussed below, the court approves the reaffirmation agreements but modifies them to allow reasonable attorney’s fees of \$100.00 for the first debt and \$64.00 for the second debt.

“Reaffirmation agreements are consensual agreements between a debtor and a creditor in which either party is free to demand terms in addition to those contained in the debt obligation being reaffirmed.” *In re Porter*, 399 B.R. 113, 116 (Bankr. D.N.H. 2008). However, while the court does not interfere with the negotiation of a reaffirmation agreement, *see, e.g., In re French*, 185 B.R. 910, 913 (Bankr. M.D. Fla. 1995), it can review any attorney’s fees provision in the agreement for reasonableness. *See, e.g., In re Porter*, 399 B.R. at 116-17.

Many creditors prepare reaffirmation agreements without the use of lawyers, although the court’s experience is that the ones drafted by lawyers are usually better quality and have fewer problems. Based upon many years in private practice, the court finds that an attorney’s fee of

\$100 or 10% of the amount owed, whichever is smaller, is reasonable for the preparation of a reaffirmation agreement. The court therefore approves the reaffirmation agreements (docs. 31 and 33) but reduces the attorney's fees to \$100 with respect to the \$2,098.09 debt and \$64.00 with respect to the \$633.79 debt, for a total reaffirmed amount of \$2,198.09 on doc. 31 and \$697.79 on doc. 33.

Dated: November 15, 2017

  
HENRY A. CALLAWAY  
CHIEF U.S. BANKRUPTCY JUDGE