

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF VIRGINIA  
ROANOKE DIVISION

IN RE: )  
 )  
RUSSELL L. VOORHEES, JR. ) Case No. 09-71938  
AMANDA D. VOORHEES, )  
 )  
Debtors. )

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**ORDER**

On October 9, 2009, Wachovia Dealer Services filed a Motion for Approval of a Reaffirmation Agreement regarding a 2005 Chevrolet Trailblazer on behalf of Russell L. Voorhees, Jr. It appears that this vehicle was purchased more than 910 days prior to the filing of the Debtors' bankruptcy petition and therefore that the obligation is not one which would be protected from modification in a chapter 13 case. The amount to be reaffirmed according to the reaffirmation agreement is \$15,146.13 which is to be paid with interest at the rate of 12.79% per annum in 27 monthly payments of \$634.80 each. In their schedules the Debtors valued the Trailblazer at \$9,325. After Mr. Voorhees appeared and testified concerning the nature of the debt at a hearing on November 16, 2009, the Court took the matter under advisement. Following that hearing, the Court on the following day entered an Order directing Mr. Voorhees to contact Wachovia Dealer Services in an attempt to re-negotiate this debt, or if that was unsuccessful, to investigate alternative transportation in lieu of reaffirming the debt. At a hearing on December 7, 2009, Mr. Voorhees again appeared and at that time informed the Court that Wachovia Dealer Services was only willing to lower the interest rate on the debt to 4.50% and that his investigation of alternative transportation options was to no avail. He further testified that he had requested Wachovia to send him a new reaffirmation agreement reflecting the lower interest

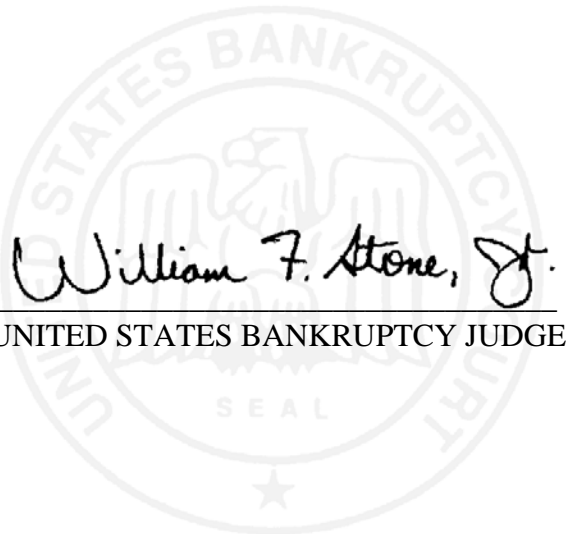
rate but none had been sent. Following disclosure of this information, and despite the fact that this debt is secured by collateral with a value significantly lower than the debt itself, Mr. Voorhees again sought approval of the Reaffirmation Agreement presently before the Court. No representative of Wachovia appeared at either hearing. On the basis of the foregoing and the Court not being persuaded that the approval of the Reaffirmation Agreement is in the best interests of the Debtors, it is hereby

**ORDERED**

that the Motion to Approve the Reaffirmation Agreement between Mr. Voorhees and Wachovia Dealer Services is DENIED. The Court finds that the male Debtor has attempted in good faith to reaffirm his obligation to Wachovia and to obtain court approval thereof. This Order in no way precludes the Debtors from continuing to make payments pursuant to the terms of the contract nor does it preclude Wachovia Dealer Services from accepting such payments. It is further ORDERED that should Wachovia seek at any point while the Debtors are current on the obligation to demand that the Debtors surrender possession of the vehicle on the basis of the Debtors' bankruptcy discharge and the failure of this Court to approve the reaffirmation agreement, the Debtors are granted leave of court to file a motion to reopen this case without payment of the normal reopening fee to obtain a determination of the rights of the parties with respect to the possession of such vehicle.

The Clerk is directed to send copies of this Order to the Debtors, to their counsel, William J. Charboneau, Esq., and to Wachovia Dealer Services, Attn: Tiesha Jenkins, Bankruptcy Specialist, P.O. Box 3000, Winterville, NC 28590

ENTER this the 8th day of December, 2009.

The seal of the United States Bankruptcy Court is a circular emblem. It features a central eagle with its wings spread, perched atop a shield. The shield is supported by two figures, possibly representing justice and equity. The words "SEAL" and "COURT" are visible within the inner circle, and "UNITED STATES BANKRUPTCY" is written around the perimeter. A five-pointed star is positioned at the bottom center of the seal.

*William F. Stone, Jr.*

UNITED STATES BANKRUPTCY JUDGE