

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH DAKOTA

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GENERAL ORDER AMENDING LOCAL  
BANKRUPTCY RULE 4008-1  
PENDING FORMAL PROMULGATION

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Pending formal promulgation of an amendment to local bankruptcy rule 4008-1;  
and for cause shown; now, therefore,

IT IS HEREBY ORDERED, effective immediately, paragraph (b) of local  
bankruptcy rule 4008-1 is amended as follows, with the referenced new Appendix 4M  
attached hereto:

Rule 4008-1

. . . .

~~(b) Overcoming a presumption of hardship. Any attempted rebuttal of a  
presumption of undue hardship shown in Part D of a reaffirmation  
agreement that is based in whole or in part on the debtor's receipt of  
financial assistance from another person shall include, as an attachment  
to the reaffirmation agreement, an affidavit of the person from whom  
such financial assistance will be received. The affidavit shall state the  
amount of financial assistance the affiant will provide and demonstrate  
the affiant's financial ability to provide that amount of financial  
assistance.~~

Document in support of a reaffirmation agreement.

(1) Affidavit. Any attempted rebuttal of a presumption of undue  
hardship shown in a reaffirmation agreement that is based in whole  
or in part on the debtor's receipt of financial assistance from  
another person shall include, as an attachment to the reaffirmation  
agreement, an affidavit of the person from whom such financial  
assistance will be received. The affidavit shall state the amount  
of financial assistance the affiant will provide and demonstrate the  
affiant's financial ability to provide that amount of financial  
assistance.

(2) Supplement. If a debtor needs to supplement a reaffirmation  
agreement to better set forth present income and expenses, as

required by 11 U.S.C. § 524(k), or to rebut a presumption under 11 U.S.C. § 524(m) that the agreement imposes an undue hardship on the debtor and any dependents, the debtor shall file a supplement to the agreement that conforms with the sample at Appendix 4M and shall serve the supplement on any parties in interest who are not electronically served, including the creditor who is the other party to the reaffirmation agreement.

. . . .

Dated: July 21, 2014.

BY THE COURT:



Charles L. Nail, Jr.  
Bankruptcy Judge

**Appendix 4M. Supplement to Reaffirmation Agreement.**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH DAKOTA

In re: ) Bankr. No. 14-10000  
 ) Chapter 7  
JANE ANNE ANONYMOUS )  
fdba Anne's Pottes 'n Pannes ) DEBTOR'S SUPPLEMENT  
 ) TO REAFFIRMATION AGREEMENT  
Debtor. ) WITH COYOTE STATE BANK<sup>1</sup>

STATEMENT UNDER 11 U.S.C. § 524(k).

In support of, and as a supplement to, my reaffirmation agreement with Coyote State Bank (doc. 22), I, Debtor Jane Anne Anonymous, hereby state my monthly income and expenses have changed as set forth below since May 12, 2014, when my petition in bankruptcy was filed:

Total Monthly Income, Schedule I <sup>2</sup>	\$ 1,921.00
Adjustments since petition: <sup>3</sup>	
Pay increase effective June 12, 2014	+ 42.00
Union dues increase effective June 1, 2014	- 14.00
Total Present Monthly Income	\$ 1,949.00
Total Monthly Expenses, Schedule J <sup>4</sup>	\$ 1,977.00
Less original payment on debt to be reaffirmed <sup>5</sup>	- 287.44
Adjustments since petition: <sup>6</sup>	
Car payments now completed	+ 229.00
Day care starting July 1, 2014	- 211.58
Difference in reaffirmed debt payment with Auto Loan America <sup>7</sup>	- 91.12
Difference in reaffirmed debt payment with Mortgage Nation United	+ 43.32
Total Present Monthly Expenses	\$ 1,659.18
Net difference	
(Total Present Monthly Income less Total Present Monthly Expenses)	289.82
Less payment on debt reaffirmed per agreement <sup>8</sup>	- 418.51
	< \$ 128.69 > <sup>9</sup>

STATEMENT UNDER 11 U.S.C. § 524(m)  
TO REBUT PRESUMPTION OF UNDUE HARDSHIP.

So I can afford to make the payments on the reaffirmed debt with Coyote State Bank, I will reduce my cable TV services for a savings of \$40.00 per month, reduce

my food allowance for a savings of \$35.00 per month, and work one extra Saturday per month for an increase in income of \$72.50 per month, giving me \$147.50 more net income per month.

Date: July 1, 2014.

/s/ \_\_\_\_\_  
Jane Anne Anonymous  
Debtor

/s/ \_\_\_\_\_  
Joseph J. Jones, Esq.  
101 E. Legal Lane  
Justice, SD 57000-0000  
tele: 605/555-5555  
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**SEE COMMITTEE NOTES ON FOLLOWING PAGE.**

## COMMITTEE NOTES

1. The first part of this supplement sets forth the information necessary for a debtor to comply with 11 U.S.C. § 524(k), regarding differences in a debtor's present income and expenses from those stated in the schedules. The second part sets forth the information necessary for a debtor to overcome any presumption of undue hardship under 11 U.S.C. § 524(m).
2. If the debtor has amended schedule I, use the total from the most recent amended schedule I.
3. If the debtor's income is different than stated on schedule I (or the most recent amended schedule I), set forth the amount and reason for each change. Do not include any changes the debtor plans to make going forward to overcome any presumption of undue hardship.
4. If the debtor has amended schedule J, use the total from the most recent amended schedule J.
5. Use the monthly payment amount of the debt as listed on schedule J or the most recent amended schedule J. Do *not* recognize here any difference there may be between the payment as stated on schedule J and the payment as now stated in the reaffirmation agreement.
6. If the debtor's expenses are different than stated on schedule J (or the most recent amended schedule J), set forth the amount and reason for each change. Exclude any changes regarding any debts being reaffirmed. Do not include any changes the debtor plans to make going forward to overcome any presumption of undue hardship.
7. If the monthly payment on another debt being reaffirmed is different than what was stated on schedule J (or the most recent amended schedule J), list each and the amount of the difference (not the full amount of monthly payment).
8. Use the amount stated in the reaffirmation agreement.
9. The difference between Total Present Monthly Income and Total Present Monthly Expenses should be sufficient to allow the debtor to make the payment on the reaffirmed debt. If it is, put "N/A" under STATEMENT PURSUANT TO 11 U.S.C. § 524(m) TO REBUT PRESUMPTION OF UNDUE HARDSHIP. If it is not sufficient, the debtor will need to provide a detailed explanation, under STATEMENT PURSUANT TO 11 U.S.C. § 524(m) TO REBUT PRESUMPTION OF UNDUE HARDSHIP, of how the debtor will, going forward, increase his income or reduce his expenses to be able to make the payments on the reaffirmed debt. If the debtor's explanation of how he will make up any shortfall includes a provision that another person is going to help him make the agreed payments, the debtor must include with the supplement an affidavit from that person that conforms with Bankr. D.S.D. R. 4008-1(b)(1). If the debtor's written explanation is sufficient and if the debtor's attorney signed the agreement, the Court may approve the agreement without a hearing.