

The document below is signed with the reference to "Rule 4008 (a)" changed to "Rule 4008(a)". Dated: February 23, 2009.



A handwritten signature in black ink, appearing to read "S. Martin Teel, Jr.", written over a horizontal line.

**S. Martin Teel, Jr.
U.S. Bankruptcy Judge**

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLUMBIA

In re)
)
PHILIP BAHNSON,) Case No. 08-00693
) (Chapter 7)
Debtor.) **Not for Publication in**
) **West's Bankruptcy Reporter**

MEMORANDUM DECISION AND ORDER
STRIKING REAFFIRMATION AGREEMENT

The debtor has filed a reaffirmation agreement with Capital One Bank (USA), N.A. (Docket Entry No. 24, filed February 12, 2009). The agreement is ineffective.

The reaffirmation agreement filed by the debtor failed to explain any discrepancy between the debtor's expenses listed on Schedule J and his current monthly expenses, as required by Rule 4008(b) of the Federal Rules of Bankruptcy Procedure. See In re Jo, 2007 WL 4411619, at *1 (Bankr. E.D. Va. Dec. 14, 2007). The reaffirmation agreement is also untimely under Rule 4008 (a). It is thus

ORDERED that the reaffirmation agreement is stricken.

[Signed and dated above.]

Copies to: Debtor; Debtor's attorney; Chapter 7 Trustee; Office of United States Trustee.