

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

In re:

JOSE ANTONIO MEDINA and  
NYDIA MEDINA,

Case No. 6:12-bk-00066-ABB  
Chapter 7

Debtors.

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**ORDER**

This matter came before the Court on the Motion to Extend Time of Dischargeability Deadline (Doc. No. 19) and the Reaffirmation Agreement (Doc. No. 27) filed by the *pro se* Debtors Jose Antonio Medina and Nydia Medina. A hearing was held on May 7, 2012 at which the Debtors appeared.

The Debtors filed the Motion to Extend seeking an extension of time to file a reaffirmation agreement. They subsequently filed a Reaffirmation Agreement with American Honda Finance Corporation regarding the proposed reaffirmation of debt for a leased 2011 Honda Civic, VIN 2HGFA1F52BH548436 (“Vehicle”), Lease Account No. 138473017.

The Debtors list four cars in Schedule B. They state in Schedule B the Vehicle is their daughter’s car. The Reaffirmation Agreement sets forth: “My daughter has been paying for this car since I got it for her under my name . . .” (Doc. No. 27, p. 5). The Debtors stated in open Court their daughter makes the monthly payments for the Vehicle. The Reaffirmation Agreement imposes an undue hardship on the Debtors and is not in the best interests of the Debtors given the daughter exclusively uses the Vehicle and makes the monthly payments. The Reaffirmation Agreement is due to be denied.

Accordingly, it is

**ORDERED, ADJUDGED and DECREED** that the Motion to Extend Time (Doc. No. 19) is hereby **GRANTED** and the Reaffirmation Agreement (Doc. No. 27) is hereby **DENIED**.

Dated this 9th day of May, 2012.

/s/ Arthur B. Briskman  
ARTHUR B. BRISKMAN  
United States Bankruptcy Judge