



**SO ORDERED,**

A handwritten signature in blue ink that reads "Neil P. Olack".

**Judge Neil P. Olack  
United States Bankruptcy Judge  
Date Signed: March 3, 2017**

**The Order of the Court is set forth below. The docket reflects the date entered.**

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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF MISSISSIPPI**

**IN RE:**

**MONIQUE CRAFT,**

**CASE NO. 15-02191-NPO**

**DEBTOR.**

**CHAPTER 7**

**ORDER DENYING MOTION TO INTERVENE AND  
TO SET ASIDE ORDER APPROVING MOTION FOR APPROVAL  
TO COMPROMISE AND SETTLEMENT AND ORDER APPROVING  
TRUSTEE'S APPLICATION FOR COMPENSATION AND REIMBURSEMENT  
OF NECESSARY EXPENSES OF ATTORNEY FOR SPECIAL PURPOSES**

This matter came before the Court for hearing on February 21, 2017 (the "Hearing"), on the Motion to Intervene and to Set Aside Order Approving Motion for Approval to Compromise and Settlement and Order Approving Trustee's Application for Compensation and Reimbursement of Necessary Expenses of Attorney for Special Purposes (the "Motion") (Dkt. 83) filed by Marian Craft ("Marian Craft"); the Trustee's Objection to Motion to Intervene and to Set Aside Order Approving Motion for Approval to Compromise and Settlement and Order Approving Trustee's Application for Compensation and Reimbursement of Necessary Expenses of Attorney for Special Purpose (the "Objection") (Dkt. 86) filed by J. Stephen Smith, the standing chapter 7 panel trustee (the "Trustee"); and the United Services Automobile Association's Joinder to Trustee's

Objection to Motion to Intervene and to Set Aside Order Approving Motion for Approval to Compromise and Settlement and Order Approving Trustee's Application for Compensation and Reimbursement of Necessary Expenses of Attorney for Special Purpose (Dkt. 88) filed by United Services Automobile Association ("USAA") in the above-styled chapter 7 bankruptcy case (the "Bankruptcy Case"). At the Hearing, Venecia Green Mason ("Mason") represented Marian Craft, Eileen N. Shaffer ("Shaffer") represented the Trustee, and Michael B. Dickinson represented USAA. After fully considering the matter and being fully advised in the premises, the Court denied the Motion from the bench. This Order memorializes and supplements the Court's bench ruling.

### **Jurisdiction**

The Court has jurisdiction over the parties to and the subject matter of the Bankruptcy Case pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Notice was proper under the circumstances.

### **Facts**

#### **Prepetition**

The facts surrounding the Motion are largely undisputed. Prior to the Bankruptcy Case, Mamie Craft ("Mamie Craft"), the mother of the debtor in the Bankruptcy Case, Monique Craft (the "Debtor"), conveyed property located at 925 Saratoga Sharon Road, Magee, Mississippi (the "Saratoga Property") to the Debtor and LaClaudelle Craft Jones ("Jones"), the Debtor's sister (Hr'g at 10:21:00).<sup>1</sup> Subsequently, in 2005, the Debtor and Marian Craft were married. (Hr'g at 10:34:10). In 2013, before the Debtor was incarcerated, he granted Mamie Craft power of

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<sup>1</sup> The Hearing was not transcribed. Citations are to the timestamp of the audio recording.

attorney. (Hr'g at 10:19:45). While the Debtor was incarcerated, Mamie Craft, purportedly acting pursuant to the power of attorney, executed a Quitclaim Deed (the "Quitclaim Deed") (Trustee Hr'g Ex. 3)<sup>2</sup> in favor of Jones, thereby conveying to her the Debtor's interest in the Saratoga Property. (Hr'g at 10:20:30). Jones then insured the Saratoga Property and its contents through USAA. (Dkt. 58). After the Debtor was released from prison, he revoked the power of attorney and filed a lawsuit in the Chancery Court of Simpson County, Mississippi (the "Chancery Court Action") against Mamie Craft and Jones to set aside the Quitclaim Deed. (Hr'g at 10:22:10). The same day the Debtor initiated the Chancery Court Action, the Saratoga Property and its contents were destroyed by a fire. (Hr'g at 10:23:50; Dkt. 58 at 1).

The original complaint in the Chancery Court Action listed only Mamie Craft and Jones as defendants, but the Debtor subsequently amended the complaint to add USAA and Select Portfolio Servicing, Inc. ("Select Portfolio"), the holder of a mortgage on the Saratoga Property, as defendants. (Hr'g at 10:22:45-10:23:35). The Chancery Court Action was pending when the Debtor initiated the Bankruptcy Case. (Hr'g at 10:22:35).

### **Bankruptcy Case**

The Debtor filed an individual petition for relief pursuant to chapter 7 of the Bankruptcy Code on July 16, 2015 (the "Petition") (Dkt. 1). The Debtor indicated on Official Form 22A-1, filed contemporaneously with the Petition, that he was married and that he lived with his spouse in the same household. (Dkt. 4 at 1). The Debtor also filed his schedules contemporaneously with the Petition. On Schedule A-Real Property ("Schedule A") (Dkt. 5 at 1), the Debtor listed an

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<sup>2</sup> The exhibits entered into evidence at the Hearing will be cited as follows: (1) the Trustee's exhibits will be cited as "(Trustee Hr'g Ex. \_\_\_\_);" and (2) Marian Craft's exhibits will be cited as "(Marian Craft Hr'g Ex. \_\_\_\_)."

interest in the Saratoga Property, which he procured *via* warranty deed with a deed of trust. (Schedule A at 1). The Debtor indicated on Schedule A that the Saratoga Property “burned down in 2014. Insurance is disputing claim. This property also joins Debtor’s homestead property.” (*Id.*). According to Schedule A, the value of the Debtor’s interest in the Saratoga Property was \$4,500.00. (*Id.*). Schedule A indicates that the amount of a secured claim on the Saratoga Property was \$63,711.43. (*Id.*). In Schedule B - Personal Property (“Schedule B”) (Dkt. 5 at 2-6), the Debtor listed an interest in an insurance policy as personal property. (Schedule B at 2). The Debtor indicated that he “has casualty and property insurance for home, vehicles and other personal property owned or reflected on schedules A, B, C, and D.” (*Id.*). Specifically, the Debtor had a homeowner’s insurance policy of \$80,000.00, and the insurance company is disputing the claim filed after the Saratoga Property burned down in 2014. (*Id.*). On Schedule C - Property Claimed as Exempt (“Schedule C”) (Dkt. 5 at 7), the Debtor claimed that the Saratoga Property was exempt under MISS. CODE ANN. § 85-3-21. (Schedule C at 1). Schedule C also reflected the disputed insurance claim he filed when the Saratoga Property burned down. (*Id.*). On Schedule C, the Debtor claimed an exemption on the insurance proceeds in the amount of \$63,500.00 under MISS. CODE ANN. § 83-7-5. (*Id.*).

On September 22, 2015, the Trustee filed the Trustee’s Objection to Exemptions (the “Exemption Obj.”) (Dkt. 21). In the Exemption Objection, the Trustee argued, *inter alia*, that the Debtor cannot claim the Saratoga Property as exempt because it is not his homestead. (Exemption Objection at 1). The Trustee also argued that the Debtor cannot claim the insurance proceeds as exempt under MISS. CODE ANN. § 83-7-5 because “these funds are not the result of an annuity contract or proceeds from a life insurance policy.” (*Id.*). The Debtor subsequently filed an

Amended Schedule C - Property Claimed as Exempt (Dkt. 27), in which he claimed that the insurance proceeds were exempt under MISS. CODE ANN. § 85-3-23 instead. (Dkt. 27 at 1). On October 23, 2015, the Trustee filed the Trustee's Objection to Debtor's Amended Exemptions (Dkt. 30), arguing again that the Saratoga Property is not the Debtor's homestead. (Dkt. 30 at 1). The Debtor filed the Response to Trustee's Objection to Exemptions (the "Response to Exemption Objection") (Dkt. 29) on October 13, 2015. In the Response to Exemption Objection, the Debtor argued that the Saratoga Property, in addition to certain adjoining property, is his "residence and homestead property." (Response to Exemption Obj. at 1).

### **Settlement**

On May 11, 2016, the Trustee filed the Motion for Approval of Compromise and Settlement (the "Settlement Motion") (Dkt. 58), which purported to resolve the Chancery Court Action and Exemption Objection. (Settlement Motion at 1). In the Settlement Motion, the Trustee explained that after the Saratoga Property was destroyed, Jones made a demand on the USAA insurance policy. (*Id.*). Under the terms of the proposed settlement, "USAA is to disburse to the Trustee a total of \$274,000.00" under the coverage of the Saratoga Property. (*Id.* at 2). The Settlement Agreement required the Trustee to disburse \$40,00.00 to Select Portfolio in total satisfaction of the mortgage and \$2,500.00 to Jones for "cleanup costs." (*Id.* at 1). The Debtor agreed to "execute a Warranty Deed transferring any ownership interest in the Property to Jones." (*Id.*). Also, the Debtor's exemption claim was denied, and each party agreed to release all claims against the other parties. (*Id.*). The settlement proceeds remaining after payment to Select Portfolio and Jones "shall be deposited into an account established for the benefit of creditors, to be disbursed pursuant to further Order of the Court." (*Id.* at 3). Marian Craft was

not a party to the proposed settlement.

Attached to the Settlement Motion was the proposed Settlement Agreement and Release (the "Settlement Agreement") (Settlement Mot. Ex. A), to which Jones, the Debtor, the Trustee, USAA, and Select Portfolio agreed. The Settlement Agreement provided for a mutual release and further provided that: (1) USAA would pay the bankruptcy estate \$274,000.00; (2) the owner(s) of the Saratoga Property would deed any interest in the Saratoga Property to Jones; (3) the Trustee would pay the outstanding balance of the mortgage held by Select Portfolio in the amount of \$40,000.00; and (4) the Trustee would pay \$2,500.00 to Jones. (Settlement Agreement at 5-6). No objections or responses to the Settlement Motion were filed, and the Court entered the Order Approving Motion for Approval of Compromise and Settlement (the "Settlement Order") (Dkt. 61) on June 6, 2016.

Also on May 11, 2016, the Trustee filed the Trustee's Application for Allowance of Compensation and Reimbursement of Necessary Expenses of Attorney for Special Purpose (the "Trustee's Application") (Dkt. 59). In the Trustee's Application, the Trustee requested compensation and reimbursement of the necessary expenses incurred by the Boerner Law Firm in performing legal services "for a contingency fee of forty percent (40%) of the total settlement not to exceed fifty percent (50%) of the settlement." (Trustee's Application at 1). Thus, "said attorneys are entitled to attorneys' fees of \$109,600.00 and expenses in the amount of \$476.65, being a total of \$110,076.65." (*Id.*). No objections or responses to the Trustee's Application were filed, and the Court entered the Order Approving Trustee's Application for Compensation and Reimbursement of Necessary Expenses of Attorney for Special Purpose ("Order Approving Application") (Dkt. 62) on June 6, 2016.

## **Motion and Objection**

Marian Craft filed the Motion on January 13, 2017, roughly seven (7) months after the Settlement Order was entered. In the Motion, Marian Craft claimed that she is the “record owner of an undivided interest” in the Saratoga Property, and requested that the Court “allow her intervention in this matter pursuant to Rule 2018 of the Bankruptcy Rules of Procedure,” and to set aside the Settlement Order and the Order Approving Application, which she argued “are void in accordance to F.R.C.P. 60(b).” (Motion at 1). According to Marian Craft, Mamie Craft, “purportedly acting as attorney-in-fact for [the Debtor], executed a Quitclaim Deed to La. C. Craft-Jones a/k/a Laclaudelle Craft Jones Woodard transferring to her the [Saratoga Property].” (*Id.*). Marian Craft “has been a record owner of the subject property since her marriage to Monique Craft and since refinancing subject property in or around 2005 or 2006,” a fact which was “publicly available to anyone reviewing the land records in Simpson County.” (*Id.* at 2).

Marian Craft argued in the Motion that because she was “one of the record owners of the property subject to this bankruptcy proceeding, [she] was entitled to actual notice of the matters herein litigated.” (*Id.*). Further, because she alleged that she was a record owner, Marian Craft contended that she “was entitled to be made a Defendant and provided with due process of law; which was not done.” (*Id.*). Marian Craft contended that she was “contacted by the Sweet & Associates, PA requesting her to execute a Quit Claim Deed to convey subject property to [Jones].” (*Id.*). Marian Craft provided in the Motion that “[p]rior to this litigation, [she] retained the law firm of Boerner Law Firm to represent her and [the Debtor] with regard to setting aside a deed of real property in Simpson County,” but she was not named as a plaintiff in that action. (*Id.*).

The Trustee filed the Objection on February 7, 2017, arguing that the Motion should be denied. (Obj. at 4). In the Objection, the Trustee pointed out that when he filed the Petition, the Debtor was the only plaintiff in the Chancery Court Action “as title to the property was only in his name.” (*Id.* at 1). “[A]fter numerous conferences, the parties to the Chancery Court Action resolved all issues which resulted in the Trustee Filing a [Settlement Motion] with this Court on May 11, 2016.” (*Id.* at 2). “[T]he Chancery Court Action, the [Settlement Motion], nor the [Settlement Agreement] entered into among the parties require Marian Craft to take any action, nor did it adjudicate any rights or claims that she may assert as to ownership of property.” (*Id.* at 3). The Trustee contended that the settlement’s only possible effect upon Marian Craft is a beneficial one: “if it is determined that she has any interest in the subject property, the lien of [Select Portfolio] who held a mortgage on the property has been released. Consequently, if Marian Craft does have an interest in the property, this settlement greatly benefitted her by an approximately \$63,000.00 mortgage being released.” (*Id.*).

### **Hearing**

Marian Craft entered the following exhibits into evidence at the Hearing: (1) the Marriage License and Certificate evidencing her marriage to the Debtor (Marian Craft Hr’g Ex. 1); (2) a notarized letter from Marian Craft stating that she did not give Jones permission to live at the Saratoga Property (the “Letter”) (Marian Craft Hr’g Ex. 2); (3) a certified mail receipt showing that Mamie Craft received the Letter on April 10, 2014 (the “Certified Mailing”) (Marian Craft Hr’g Ex. 3); (4) letters from attorney Joe. R. Norton, IV regarding complaints filed by the Debtor and Marian Craft (Marian Craft Hr’g Ex. 4); and the Quitclaim Deed executed by the Debtor transferring his interest in the Saratoga Property to Jones (the “Settlement Quitclaim Deed”)



(Marian Craft Hr'g Ex. 5). Mason argued at the Hearing that Marian Craft has an interest in the Saratoga Property, even though Mason admitted that she did not conduct a title search, and, therefore, no proof of Marian Craft's alleged record ownership was presented at the Hearing. Nevertheless, Mason argued that under Federal Rule of Civil Procedure 60(b) ("Rule 60(b)"), the Motion should be granted based on newly discovered evidence because Marian Craft recently learned she had an interest in the Saratoga Property that was the subject of the Settlement Quitclaim Deed. Marian Craft wishes to pursue her action in Chancery Court, which Mason argued evidences that "justice so requires" granting the Motion under Rule 60(b). Mason requested that Marian Craft be permitted to intervene in the Bankruptcy Case so that she has time to conduct additional research, read through the lengthy Bankruptcy Case file, and review the insurance release. Her ultimate goal is to have the Quitclaim Deed set aside in chancery court because her interests were violated. Mason argued that under Mississippi law, the Debtor's spouse, Marian Craft, was required to sign the Quitclaim Deed, and because she did not, the deed is void. Additionally, Mason contended that the Bankruptcy Case is so intertwined with the Chancery Court Action that Marian Craft should be permitted to intervene.

Marian Craft testified at the Hearing that she lived at the Saratoga Property with the Debtor and their two (2) kids from 2003 to 2013, when the Debtor went to prison. At that point, Marian Craft and their kids moved to Prentiss, Mississippi, to be closer to her family, and Jones moved into the Saratoga Property. According to Marian Craft, Jones informed her that she would be living at the Saratoga Property until the Debtor was released from prison. The property was destroyed by fire, however, and they could not return to the Saratoga Property.

The Trustee entered the following exhibits into evidence at the Hearing: (1) the

Assumption Warranty Deed (Trustee Hr’g Ex. 1); (2) the Durable Power of Attorney executed by the Debtor in favor of Mamie Craft appointing her as his Attorney-in-Fact (Trustee Hr’g Ex. 2); the Quitclaim Deed (Trustee Hr’g Ex. 3); (4) the Petition to Set Aside Quitclaim Deed filed by the Debtor against Jones and Mamie Craft (Trustee Hr’g Ex. 4); and (5) Schedule A and Schedule B (Trustee Hr’g Ex. 5). Shaffer argued at the Hearing that the Motion should be denied because Marian Craft has no right to intervene. She was not a party to the Chancery Court Action and she has had sufficient time to discover evidence, including evidence to support her claim that she has an interest in the Saratoga Property. Unlike Mason, Shaffer did conduct a title search, and it disclosed that prior to the filing of the Quitclaim Deed, Marian Craft was not a record owner of the Saratoga Property—only the Debtor was listed as a record owner of the Saratoga Property. Additionally, the Assumption Warranty Deed was solely in the Debtor’s name, not Marian Craft’s. Shaffer argued that Marian Craft did not have any recorded interest in the Saratoga Property; thus, the Trustee only transferred the *Debtor’s* interest in the Saratoga Property to Jones as part of the Settlement Agreement.

### **Discussion**

The fact that a title search was not conducted by Mason prior to the filing of the Motion or the Hearing resulted in a misunderstanding of the law and facts at issue. When the Debtor filed the Petition, the bankruptcy estate was created under § 541.<sup>3</sup> 11 U.S.C. § 541. The Trustee was then appointed, and he became responsible for administering the bankruptcy estate. 6 COLLIER ON BANKRUPTCY ¶ 700.02 (16th ed. 2016). In administering the bankruptcy estate, the Trustee “may employ professionals if necessary to perform the trustee’s duties, such as attorneys or

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<sup>3</sup> Hereinafter, all code sections refer to the Bankruptcy Code found at title 11 of the U.S. Code unless indicated otherwise.

auctioneers.” 6 COLLIER ON BANKRUPTCY ¶ 700.03. Section 704(a)(1) requires a chapter 7 trustee “to perform the basic tasks necessary to liquidate the debtor’s property—collecting the property of the estate and reducing it to money. These tasks are normally accomplished by the trustee’s sale of the property, and are to be accomplished expeditiously.” 6 COLLIER ON BANKRUPTCY ¶ 704.01. Section 704(a)(1) “gives the trustee the authority to exercise wide-ranging authority over the debtor’s assets . . . .” 6 COLLIER ON BANKRUPTCY ¶ 704.02[1]. The Court entered the Settlement Order approving the Settlement Agreement, which allowed the Trustee to transfer the Debtor’s interest in the Saratoga Property to Jones, and the Order Approving Application, which approved the compensation of special counsel for the Trustee, who was employed to effectuate the Settlement Agreement. The Trustee was authorized to effectuate the transfer and employ special counsel under § 704.

Rule 60(b) applies to the Bankruptcy Case under Rule 9024 of the Federal Rules of Bankruptcy Procedure, which incorporates Rule 60(b) with limited exceptions. Under Rule 60(b), “[o]n motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding” for any of six (6) enumerated reasons. FED. R. CIV. P. 60(b)(1)-(6). At the Hearing, Mason clarified that Marian Craft sought relief under Rule 60(b)(2) or Rule 60(b)(6).

**I. Rule 60(b)(2)**

Rule 60(b)(2) provides for relief based on “newly discovered evidence that, with reasonable diligence, could not have been discovered . . . .” FED. R. CIV. P. 60(b)(2). “In order to succeed on a motion for relief under Rule 60(b)(2), the movant must demonstrate : “(1) that it exercised due diligence in obtaining the information; and (2) that the evidence is material and

controlling and clearly would have produced a different result if present before the original judgment.” *Hesling v. CSX Transp., Inc.*, 396 F.3d 632, 639 (5th Cir. 2005) (quoting *Goldstein v. MCI WorldCom*, 340 F.3d 238, 257 (5th Cir. 2003)). Marian Craft presented no evidence to demonstrate either of these elements.

First, Marian Craft presented no evidence at the Hearing to demonstrate the threshold requirement of Rule 60(b)(2): newly discovered evidence.<sup>4</sup> In fact, one of Marian Craft’s own exhibits, the Certified Mailing, demonstrates that she believed she possessed an interest in the Saratoga Property as early as April 2014. (Marian Craft Hr’g Ex. 3). In the Letter, Marian Craft asserted that she is “owner of the [Saratoga Property] [and] want [Jones] to vacate the property in two (2) weeks from this date (04/03/14).” (Letter at 1). Further, the Chancery Court Action, in which her husband, the Debtor, is the plaintiff, has been pending since July 16, 2014 (Trustee Hr’g Ex. 4). The Saratoga Property was the subject of the Chancery Court Action. Marian Craft also testified at the Hearing that she was aware that the Debtor had filed the Petition. Marian Craft had sufficient time and opportunity to assert her rights and protect her interests in the Saratoga Property, but she failed to do so. The fact that she knew she had an interest in the Saratoga Property and that the Chancery Court Action and Bankruptcy Case have been pending for more than two (2) years demonstrates that there is no “newly discovered evidence” regarding Marian Craft’s interest in the Saratoga Property.

Second, because a title search was not conducted, Marian Craft did not even present evidence to prove that she actually possesses an interest in the Saratoga Property. A requirement under Rule 60(b)(2) is that the alleged “newly discovered evidence” could not have been

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<sup>4</sup> Although Marian Craft presented five (5) exhibits at the Hearing, none of those exhibits demonstrate that the alleged interest she possesses in the Saratoga Property was newly discovered.

discovered by an exercise of reasonable diligence. FED. R. CIV. P. 60(b)(2). It appears that reasonable diligence was not exercised, which is evidenced by the fact that the most basic research, a title search, was not completed. Even if Marian Craft did demonstrate that she possessed an ownership interest in the Saratoga Property, however, only the Debtor's interest in the Saratoga Property was transferred *via* the Settlement Agreement— not any interest held by Marian Craft. Because there is no evidence of “newly discovered” evidence or evidence that “due diligence” was exercised, Rule 60(b)(2) is not satisfied. The Court, therefore, does not reach the second element of Rule 60(b)(2), which requires the “newly discovered evidence” to be material.

## **II. Rule 60(b)(6)**

Rule 60(b)(6) provides for relief for “any other reason that justifies relief.” FED. R. CIV. P. 60(b)(6). “Rule 60(b)(6) ‘is a grand reservoir of equitable power to do justice in a particular case when relief is not warranted by the preceding clauses.’” *Hesling*, 396 F.3d at 642 (quotation omitted). The equitable power granted to a bankruptcy court by Rule 60(b)(6) gives it “ample power to vacate judgments whenever such action is appropriate to accomplish justice.” *Id.* (quotation omitted). Nonetheless, “relief under this section is granted only if extraordinary circumstances are present.” *Id.* (quotation omitted).

The circumstances surrounding the Bankruptcy Case and the Motion do not constitute “extraordinary circumstances” that justify the relief requested by Marian Craft. The Settlement Order was correctly entered and allowed the Trustee to exercise his powers to administer the estate under § 704. In other words, the Trustee was permitted by § 704 to transfer the Debtor's interest in the Saratoga Property in exchange for settling the Chancery Court Action and bringing \$121,423.35 into the bankruptcy estate for the benefit of the Debtor's creditors. The Trustee was

also permitted to employ special counsel in discharging his duties, which is why the Court entered the Order Approving Application. The Trustee followed the proper procedure by noticing both the Settlement Motion and the Trustee's Application, to which no objections were filed. Justice would not be served by setting aside the Settlement Order, which was diligently and properly executed to maximize the benefit to the bankruptcy estate, based on Marian Craft's bare assertion that she possesses an interest in the Saratoga Property. Marian Craft failed to demonstrate how justice requires the Court to set aside the properly executed Settlement Order. Accordingly, Rule 60(b)(6) is not satisfied.

### **Conclusion**

At the Hearing, Marian Craft acknowledged that she was aware the Debtor filed the Petition. Thus, she was on notice that any interest she had in the Saratoga Property could have been affected. Instead of hiring an attorney to represent her alleged interest, she waited nearly seven (7) months after the Court entered the Settlement Order and the Order Approving Application before filing the Motion. The Settlement Order did not require Marian Craft to take any action and did not affect her rights, except that it required Select Portfolio to release the mortgage, which would be a benefit to her if she does in fact possess an interest in the Saratoga Property. Additionally, Marian Craft presented no evidence to demonstrate that either Rule 60(b)(2) or Rule 60(b)(6) are satisfied. Accordingly, the Motion should be denied.

IT IS, THEREFORE, ORDERED that the Motion is hereby denied.

##END OF ORDER##