

**The Bankruptcy Court denied a motion for reconsideration of an Order enforcing a previously approved settlement agreement because movant failed to raise any grounds that could not have been raised in response to the motion to enforce the settlement agreement or show that reconsideration would correct a clear error of law or prevent manifest injustice.**

***Glover v. Oliver (In re Oliver)*, 2016 Bankr. Lexis 28 (Bankr. D. Md. January 4, 2016)**

Summary by Bradley J. Swallow, Funk & Bolton, P.A.

Thelma Glover (“Plaintiff”) filed an adversary proceeding against Renee Oliver, a Chapter 7 debtor (“Debtor”), alleging that Debtor fraudulently acquired title to Plaintiff’s home and borrowed against the home to finance Debtor’s other real estate investments and personal expenses. The Court entered an Amended Order Approving Compromise (the “Settlement Order”), which provided that the deeds transferring Plaintiff’s home to Debtor were void and for the entry of a non-dischargeable judgment against Debtor to be secured by a deed of trust lien on certain real property owned by Debtor. The Settlement Order also approved a settlement agreement which required Debtor to make monthly payments to Plaintiff to satisfy the judgment.

Nearly a year later, Plaintiff filed an emergency motion to reopen the adversary proceeding and enforce the terms of the Settlement Order. Plaintiff alleged that Debtor failed to execute the deed of trust as required by the Settlement Order and defaulted on her payment obligation to Plaintiff. Debtor failed to file a response to the emergency motion and failed to attend the hearing on such motion. Following the hearing, the Court entered an order (the “Enforcement Order”) compelling Debtor to cure her payment defaults and execute and deliver the deed of trust within 14 days of the entry of the Order or face sanctions. Debtor thereafter filed a “Praecipe” seeking reconsideration of the Enforcement Order on grounds, *inter alia*, that she was not aware of the date of the hearing on the emergency motion and (as allegedly shown in records attached to the Praecipe) that she was not in payment default under the Settlement Order. Debtor also alleged that Plaintiff defaulted under the Settlement Order by failing to execute a “death deed” providing for the transfer of Plaintiff’s home to Debtor upon Plaintiff’s death.

The Court treated the Praecipe as a motion for reconsideration and denied the requested relief because Debtor failed to show that amendment of the Enforcement Order was necessary “(1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error or prevent manifest injustice.” *Id.* at \*\*2-3 (quoting *Hutchinson v. Staton*, 994 F.2d 1076, 1081 (4<sup>th</sup> Cir. 1993)). The Court held that all of the evidence contained in the Praecipe was available at the time of the hearing on the emergency motion. Finding that Debtor’s failure to note the date of the hearing was not excusable neglect, the Court determined that Debtor had a fair opportunity to present her evidence either in a response to the emergency motion or at the hearing thereon. *Id.* at \*\*3-4. The Court further held that entry of the Enforcement Order was not clear error and resulted in no injustice, in that the documents attached to the Praecipe demonstrated that Debtor was in payment default and Debtor presented no evidence that she had executed and delivered the deed of trust as required pursuant to the Settlement Order. *Id.* at \*\*5-8. Finally, the Court noted that Debtor’s belated assertion that the Plaintiff also was in default under the Settlement Order did not excuse Debtor’s obligation to comply with such Order. *Id.* at \*8.