

THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK,
AS TRUSTEE FOR THE HOLDERS OF THE CERTIFICATES, FIRST
HORIZON MORTGAGE PASS-THROUGH CERTIFICATE SERIES
(FH06-FA1), BY FIRST HORIZON HOME LOANS, A DIVISION OF FIRST
TENNESSEE BANK NATIONAL ASSOCIATION, MASTER SERVICER, IN
ITS CAPACITY AS AGENT FOR THE TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT

v.

BEVERLY A. LAVIGNE

Submitted on Briefs January 28, 2014

Decided February 4, 2014

Panel: ALEXANDER, LEVY, SILVER, MEAD, GORMAN, and JABAR, JJ.

MEMORANDUM OF DECISION

Beverly A. Lavigne appeals from a judgment of foreclosure entered by the District Court (Biddeford, *Driscoll, J.*) after a bench trial. Contrary to Lavigne's contentions, the court did not abuse its discretion in denying her motion to extend the time for discovery, nor in denying her motion to dismiss as untimely. *See* M.R. Civ. P. 16A (providing that the District Court may issue a scheduling order that is binding upon the parties); *Picher v. Roman Catholic Bishop of Portland*, 2013 ME 99, ¶ 6, --- A.3d ---; *Geary v. Stanley*, 2007 ME 133, ¶ 12, 931 A.2d 1064 (setting forth the standard of review for court orders supervising and managing pretrial proceedings); *Pattershall v. Jenness*, 485 A.2d 980, 485 (Me. 1984) ("The trial court has wide discretion over discovery matters.").

Furthermore, the court did not err in finding that the Bank of New York Mellon met its statutory foreclosure requirements pursuant to 14 M.R.S.

§§ 6321- 6322 (2013). *See Clark v. Heald*, 2009 ME 111, ¶ 2, 983 A.2d 406 (“[I]n an appeal without a transcript, we will assume that the record supports the trial court’s findings of fact.”). As for Lavigne’s remaining contentions, they are without merit.

The entry is:

Judgment affirmed.

On the briefs:

Beverly A. Lavigne, pro se appellant

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Hinshaw & Culbertson LLP, Boston, Massachusetts, for
appellee The Bank of New York Mellon