MAINE SUPREME JUDICIAL COURT

Reporter of Decisions
Decision No. Mem 19-8
Docket No. Pen-18-286

WELLS FARGO BANK, N.A., AS TRUSTEE FOR OPTION ONE MORTGAGE LOAN TRUST 2007-1, ASSET-BACKED CERTIFICATES, SERIES 2007-1

v.

CHERI L. WHITE

Submitted on Briefs January 17, 2019
Decided January 24, 2019

Panel: ALEXANDER, GORMAN, JABAR, HJELM, and HUMPHREY, JJ.

MEMORANDUM OF DECISION

After consenting in November 2017 to the entry of a foreclosure judgment in favor of Wells Fargo Bank, N.A.,[1] Cheri L. White moved in March 2018 for relief from that judgment pursuant to M.R. Civ. P 60(b). White now appeals from an order of the District Court (Bangor, *Jordan, J.*) denying her motion for relief.

Because White's motion for relief simply quoted M.R. Civ. P. 60(b) without providing any legal argument or analysis as to why that rule entitled her to relief, she has failed to preserve her right to challenge the court's denial of her motion. *See Sargent v. Sargent*, 1997 ME 38, ¶ 11, 691 A.2d 184 ("In pursuing a Rule 60(b) motion, the moving party must state with particularity the grounds on which [s]he seeks relief and the statute or rule invoked . . . in order that the presiding judge and adverse party may be adequately apprised

[1] The complete designation of Wells Fargo in this case, as reflected by the consented-to foreclosure judgment, is "Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan Trust 2007-1, Asset-Backed Certificates, Series 2007-1."

of the facts and the pertinent provisions of law on which the claim for relief is based.").

Even if we were to reach the merits of White's arguments on appeal, such as they can be ascertained from her briefs, we discern no abuse of discretion that works a plain and unmistakable injustice against White by the court's denial of her motion for relief from a judgment to which she consented.[2] *See Wells Fargo Bank, N.A. v. White*, 2015 ME 145, ¶¶ 8, 13, 127 A.3d 538; *The Cote Corp. v. Kelley Earthworks, Inc.*, 2014 ME 93, ¶¶ 14-15, 97 A.3d 127 ("Rule 60(b) presupposes that a party has performed [her] duty to take legal steps to protect [her] own interests in the original litigation."); *Dep't of Environmental Protection v. Woodman*, 1997 ME 164, ¶ 3 n.3, 697 A.2d 1295 (stating that it is well established that pro se litigants, such as White was when she consented to the judgment, "are held to the same standards as represented parties").

The entry is:

Judgment affirmed.

Patrick E. Hunt, Esq., Patrick E. Hunt, P.A., Island Falls, for appellant Cheri L. White

Brett L. Messinger, Esq., and Elizabeth M. Lacombe, Esq., Portland, for appellee Wells Fargo Bank, NA.

Bangor District Court docket number RE-2017-5
FOR CLERK REFERENCE ONLY

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[2] White also contends that the court erred by failing to ask Wells Fargo to produce a copy of the notice of the right to cure that it was obligated to provide to White pursuant to 14 M.R.S. § 6111 (2017) before signing the consented-to judgment. This argument is meritless because White waived her right to challenge the sufficiency of Wells Fargo's notice of the right to cure when she presented the consented-to judgment to the court. *See Wells Fargo Bank, N.A. v. White*, 2015 ME 145, ¶ 13, 127 A.3d 538.