

IN THE UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF KANSAS

FIFTH THIRD BANK)
)
 Plaintiff,)
)
 v.)
)
 SEKOCH INSURANCE, LLC,)
)
 ROY SEKOCH, and,)
)
 DONNA SEKOCH,)
)
 _____ Defendants.)

Case No. 10-2227 -WEB

MEMORANDUM AND ORDER

Before the court is Defendants Roy and Donna Sekoch’s pro se Motion to Reconsider (Doc. 22) the Court’s Order on Motion for Default Judgment. On December 17, 2010, the Court granted Plaintiff’s Motion for Default Judgment as to Donna Sekoch and Sekoch Insurance, LLC. On December 20, 2010, Roy and Donna Sekoch filed a Motion for Reconsideration (Doc. 22). On December 23, 2010, Plaintiff filed a response. Roy and Donna Sekoch have filed a reply and the matter is now ripe.

In the order dated December 17, 2010, this court found that Donna Sekoch and Sekoch Insurance were in default and granted Plaintiff’s Motion for Default Judgment as to them. The motion for default judgment was denied insofar as it applied to Roy Sekoch. Defendants Roy and Donna Sekoch have now filed a document asking for reconsideration claiming that “if I knew that Donna SeKoch would have had to sign documents sent to the

court I would have had this done.” Doc. 22, p. 1. This document further requests that the court “reverse the Default Judgment against SeKoch Insurance LLC and Donna Sekoch” and “dismiss this case due to lack of evidence.” *Id.* This filing is signed by both Roy and Donna Sekoch.

Under Federal Rule of Civil Procedure 55(c), a “court may...set aside a default judgment under Rule 60(b).” Rule 60(b) provides that upon “motion and just terms, the court may relieve a party...from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect...”

The Court finds that upon review of Donna Sekoch’s signed filing and in light of her pro se status, her neglect in not signing previous filings that permitted the entry of a default judgment against her was excusable neglect. She has now remedied that neglect, and accordingly, the default judgment against her will be set aside.

IT IS THEREFORE ORDERED Defendant Roy and Donna Sekoch’s Motion for Reconsideration (Doc. 22) is GRANTED as to Defendant Donna Sekoch and DENIED as to Sekoch Insurance, LLC. The default judgment against Donna Sekoch shall be set aside.

IT IS SO ORDERED this 6th day of January, 2011 in Wichita Kansas.

s/ Wesley E. Brown
Wesley E. Brown
U.S. Senior District Judge