

SIGNED.



Dated: January 02, 2010

James M. Marlara
JAMES M. MARLAR
Chief Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

<p>10 In re:</p> <p>11 HARLAN J. RATLIFF and THERESA L. 12 RATLIFF,</p> <p style="text-align: center;">13 _____ Debtors.</p> <p>14 COCHISE AGRICULTURAL PROPERTIES, 15 LLC; TODD CAMPBELL and STEPHANIE 16 MCRAE, individually and as husband and wife, and derivatively on behalf of Cochise 17 Agricultural Properties, LLC,</p> <p style="text-align: center;">18 Plaintiffs,</p> <p>19 vs.</p> <p>20 RATLIFF FARMS, LLC, an Arizona limited liability company; HARLAN JEFFERSON RATLIFF and THERESA H. RATLIFF, husband and wife; and SECURITY TITLE AGENCY, INC., an Arizona business,</p> <p style="text-align: center;">21 _____ Defendants.</p>	<p>) Chapter 11</p> <p>) No. 4:09-bk-03138-JMM</p> <p>) Adversary No. 4:09-ap-00275-JMM</p> <p>)</p> <p>) MEMORANDUM DECISION RE:</p> <p>) RULE 59 MOTION TO</p> <p>) ALTER/AMEND OR FOR NEW</p> <p>) TRIAL</p>
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The court has reviewed Defendants' Rule 59 motion to alter or amend, or for new trial, as well as Plaintiffs' response. The court also reviewed its own Memorandum Decision. In such review, the court finds no new arguments which it had failed to consider. Each of the points raised by the Defendants is addressed in the Memorandum Decision, and supported by citation to applicable law. As requested by the Defendants, the court made detailed findings of fact and conclusions of law, and specifically answered every question posed by the parties in their joint pretrial statement.

1 Only one point may need clarification. The Defendants maintain that they are not
2 liable for conversion because Plaintiffs agreed to allow a mortgage upon the farm, and later a
3 substitution of that lien for one upon the N.K. note's proceeds. Defendants argue that, since N.K.
4 had a right to foreclose on that collateral, they were somehow authorized to pay Wells Fargo with
5 Campbell/McRae's property (their distribution). This argument is misplaced. The obligation to
6 repay Wells Fargo was entirely the obligation of the Ratliffs and Ratliff Farms, and never the debt
7 of Campbell/McRae. Therefore, the use of Campbell/McRae's portion of the N.K. instalment to pay
8 Ratliffs' debt, without authorization, was a knowing conversion, which specifically targeted and
9 harmed Campbell/McRae.

10 All other arguments were, specifically and fully, addressed in the Memorandum
11 Decision. The court therefore cannot, after full review, find a valid legal or factual reason to either
12 change any part of its decision, or to order a new trial.

13 The Defendants' motion will therefore be DENIED. A separate order will enter.

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15 DATED AND SIGNED ABOVE.

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17 COPIES to be sent by the Bankruptcy Notification
18 Center ("BNC") to the following:

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23 Attorneys for Plaintiffs

24 Rob Charles, Attorney for Plaintiffs

25 Sally M. Darcy, Attorney for Defendants

26 Office of the U.S. Trustee
27
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