

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
KENTUCKY, CENTRAL DIVISION

Beckett v. Crothall Healthcare, Inc.

Beckett · No. 5:24-cv-00033-GFVT-MAS · Decided May 19, 2026

SUMMARY

The United States District Court for the Eastern District of Kentucky denied Larry Beckett’s motion for relief from an agreed order dismissing his employment-discrimination action against Crothall Healthcare, Inc. The court concluded that the motion, treated as one under Federal Rule of Civil Procedure 60(b)(2), was untimely and lacked merit. The court also held that Beckett waived any objection to arbitration by agreeing to dismissal and participating in arbitration for more than a year, and denied his motions to stay arbitration as moot.

CASE DETAILS

COURT	United States District Court for the Eastern District of Kentucky, Central Division
WRITING FOR THE COURT	Gregory F. Van Tatenhove
JURISDICTION	United States District Court for the Eastern District of Kentucky
DECIDED	May 19, 2026
DOCKET	5:24-cv-00033-GFVT-MAS
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved under Federal Rule of Civil Procedure 60(b)(6) for relief from an agreed order dismissing his employment-discrimination action without prejudice and moved to stay ongoing arbitration proceedings. The court treated the newly discovered evidence theory as arising under Rule 60(b)(2), denied relief from judgment, and denied the motions to stay as moot.
STANDARD OF REVIEW	Relief under Rule 60(b) is committed to the district court’s discretion, but is extraordinary and constrained by the policy favoring finality of judgments. A party seeking Rule 60(b) relief must establish the asserted grounds by clear and convincing evidence.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Larry Beckett v. Crothall Healthcare, Inc.

TOPICS

arbitration waiver motion for reconsideration civil procedure

PRACTICE AREAS

civil procedure arbitration employment law employment discrimination age discrimination
racial discrimination

QUESTIONS PRESENTED

1. Whether Beckett was entitled to relief from the October 7, 2024 dismissal order under Rule 60(b)(2) or Rule 60(b)(6) based on an allegedly newly discovered internal email.
2. Whether Beckett could challenge Crothall's alleged waiver of arbitration after voluntarily agreeing to dismissal and participating in arbitration for more than a year.
3. Whether the motions to stay arbitration proceedings should be granted.

HOLDINGS

1. A motion asserting that newly discovered evidence warrants relief from judgment is properly governed by Rule 60(b)(2), not Rule 60(b)(6), because Rule 60(b)(6) applies only to grounds not addressed by the first five clauses of the Rule.
2. The motion for relief from judgment was untimely because Rule 60(c)(1) requires a Rule 60(b)(2) motion to be filed no more than one year after entry of the judgment or order, and Beckett filed more than one year after the October 7, 2024 dismissal.
3. The email did not justify relief because it was not genuinely new in relation to Beckett's knowledge of the case, and the motion was otherwise without merit.
4. Beckett waived any objection to the arbitrator's jurisdiction by knowingly consenting to dismissal in favor of arbitration and participating in the arbitration for more than a year.

KEY QUOTATIONS

“Therefore, “relief under Rule 60(b) is ... extraordinary.””

“Even if Crothall waived its right to arbitration, Beckett waived his right to object to arbitration when he voluntarily stipulated to the dismissal of his case and then participated in his arbitration for more than a year.”

FACTUAL BACKGROUND

Larry Beckett worked for Crothall Healthcare from 2009 until his termination on January 14, 2021. He alleged race and age discrimination and retaliation under Kentucky law. After the action was removed and discovery began, Crothall located a July 8, 2020 arbitration agreement; the parties then jointly stipulated to dismissal and proceeded to arbitration. Beckett later sought to reopen the case based on an email concerning discovery of the arbitration agreement and sought to stay the arbitration after participating in it for more than a year.

PROCEDURAL HISTORY

Beckett filed state-law race- and age-discrimination claims in Fayette Circuit Court, and Crothall removed the action to federal court. After the parties discovered a 2020 arbitration agreement, they jointly stipulated to dismissal; the court dismissed the complaint without prejudice on October 7, 2024. The parties proceeded to arbitration, after which Beckett filed the present motions in March 2026 and additional emergency stay motions in April 2026.

DISPOSITION

other

CASES CITED

- Blue Diamond Coal Co. v. Trustees of UMWA Combined Benefit Fund, 249 F.3d 519, 524 (6th Cir. 2001)
- Zucker v. City of Farmington Hills, 643 F. App'x 555, 562 (6th Cir. 2016)
- Info-Hold, Inc. v. Sound Mech., Inc., 538 F.3d 448, 454 (6th Cir. 2008)
- Good v. Ohio Edison Co., 149 F.3d 413, 423 (6th Cir. 1998)
- New Hampshire Ins. Co. v. Martech U.S.A., Inc., 993 F.2d 1195, 1200-01 (5th Cir. 1993)
- Olle v. Henry & Wright Corp., 910 F.2d 357, 365 (6th Cir. 1990)
- Hopper v. Euclid Manor Nursing Home, Inc., 867 F.2d 291, 294 (6th Cir. 1989)
- Berzanskis v. FCA US, LLC (In re Chrysler Pacifica Fire Recall Prods. Liab. Litig.), 143 F.4th 718, 723-24 (6th Cir. 2025)
- Solo v. UPS Co., 947 F.3d 968, 975-76 (6th Cir. 2020)
- Schwebke v. United Wholesale Mortg. LLC, 96 F.4th 971, 974, 976-77 (6th Cir. 2024)
- Am. Locomotive Co. v. Chem. Rsch. Corp., 171 F.2d 115, 121 (6th Cir. 1948)
- United States v. Olano, 507 U.S. 725, 733 (1993)
- Nationwide Mut. Ins. Co. v. Home Ins. Co., 330 F.3d 843, 846 (6th Cir. 2003)
- Order of Ry. Conductors & Brakemen & Brotherhood of R.R. Trainmen v. Clinchfield R.R. Co., 407 F.2d 985 (6th Cir. 1969)