

UNITED STATES DISTRICT COURT DISTRICT OF KANSAS
KANSAS CITY DIVISION

ALLY BANK, a Utah state chartered bank;
ALLY FINANCIAL INC., a Delaware
corporation,

Plaintiffs,

Michael S. Reid, an individual,

Defendant.

CASE NO. 2:20-cv-02112-HLT-KGG

**ORDER FOR DISMISSAL WITHOUT
PREJUDICE AND FOR RETENTION OF
JURISDICTION**

The Court being fully advised and based on the stipulation of plaintiffs, Ally Bank, a Utah state chartered bank and Ally Financial Inc., a Delaware corporation (collectively, “Ally” or “Plaintiffs”) on the one hand and defendant, Michael S. Reid, an individual (“Reid” or “Defendant”), on the other, Plaintiffs and Defendant being referred to together as the “Parties,” and pursuant to *Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375, 381-382 (1994); *RLI Ins. Co. v. Russell*, 2018 U.S. Dist. LEXIS 116056, *3, 2018 WL 3389877 (D. Kan. July 12, 2018), quoting *Kokkonen, supra*. (“Ancillary jurisdiction over a settlement agreement exists when “the parties’ obligation to comply with the terms of the settlement agreement had been made part of the order of dismissal,” such as when the judge expressly retained jurisdiction over the settlement agreement or incorporated the terms of the agreement in the order.”)

IT IS THEREFORE ORDERED THAT:

1. The Parties’ Settlement Agreement and Release entered into by them in connection with this Action with an Effective Date of July 24, 2020 (the “Settlement Agreement”) and the Stipulation for Entry of Judgment Against Defendant Michael S. Reid (the

“Stipulation to Judgment”) is incorporated by reference into this Stipulated Order.

2. The Ally Parties’ Complaint is dismissed without prejudice.

3. The Court shall retain jurisdiction over the Parties and this matter, under its current case number, to:

a) enforce the terms of the Settlement Agreement;

b) enter judgment against defendant, Michael S. Reid (“Reid”) on the Parties’

Stipulation to Judgment.

4. Subject to and conditioned upon, and only in the event that the Ally Parties are timely paid NINETY THOUSAND U.S. DOLLARS AND XX/100 (\$90,000.00) in full on or before September 22, 2020, as more specifically provided in Section 2(b) of the Settlement Agreement, the Ally Parties shall within 91 days of its receipt of such payment in good funds dismiss this action with prejudice.

IT IS SO ORDERED.

Dated: July 28, 2020

/s/ Holly L. Teeter
HOLLY L. TEETER
UNITED STATES DISTRICT JUDGE