

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS**

SRA INSURANCE AGENCY, LLC,

Plaintiff,

v.

Case No. 21-2181-DDC-JPO

**VIRTUS LLC, MATTHEW HOLT,
CORY FISCHBACH,
JENNIFER HOWARD,
LANCE LUTHER,
KARRA MCGREEVY, and
BRIAN OTTO,**

Defendants.

MEMORANDUM AND ORDER

Several months ago, the parties engaged in the mercantile equivalent of a bitter divorce case. They now report they have agreed to resolve their differences. Specifically, plaintiff SRA Insurance Agency, LLC has filed a Consent Notice of Settlement (Doc. 92) in this dispute with defendants Virtus LLC and a string of individual defendants—each of them formerly on the payroll at SRA and now among the ranks at Virtus. *See, e.g.*, Doc. 28 at 2 (“Each of the former SRA Employees was on SRA’s payroll, but resigned recently to join the ranks at Virtus.” (citing Doc. 6 at 8 (Am. Compl. ¶ 18))). Now, the “parties have reached a settlement agreement as to the *entirety* of this litigation.” Doc. 92 at 1 (emphasis added); *see also id.* (“Defendants have consented to the filing of this Notice of Settlement and have no objections.”).

The Consent Notice of Settlement communicates three important updates about this lawsuit. *First*, the parties request a stay of all deadlines in this matter “to allow sufficient time to complete the settlement process.” *Id.* *Second*, the “parties further request that they be provided

thirty (30) days, until September 3, 2021, in which to finalize the settlement process.” *Id.* And *third*, the Consent Notice of Settlement adds that once the settlement process wraps up, “Plaintiff will file a stipulation of dismissal with prejudice, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii).” *Id.*

The Supreme Court has “held that district courts have the inherent authority to manage their dockets and courtrooms with a view toward the efficient and expedient resolution of cases.” *Dietz v. Bouldin*, 136 S. Ct. 1885, 1892–93 (2016) (citations omitted). Here, the requests conveyed in the Consent Notice of Settlement (Doc. 92) will promote the objectives referenced in *Dietz*: “the efficient and expedient resolution of cases.” *Dietz*, 136 S. Ct. at 1892. So, the court, agreeing with the parties, grants their two requests and imposes a third duty on its own.

IT IS THEREFORE ORDERED BY THE COURT THAT plaintiff must confer with defendants and submit to the court a Stipulation of Dismissal and any other proposed papers on or before September 3, 2021.

IT IS FURTHER ORDERED THAT all pending deadlines in this matter are stayed, without prejudice, pending the completion of the settlement process in this case.

IT IS SO ORDERED.

Dated this 20th day of August, 2021, at Kansas City, Kansas.

s/ Daniel D. Crabtree
Daniel D. Crabtree
United States District Judge