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

AMY WALLS,

Plaintiff,

vs.

Case No. 09-2112-JAR

**MIRACORP, INC. d/b/a/ NATIONAL
TRUCK AND TRAILER SERVICES,
et al.,**

Defendants.

MEMORANDUM AND ORDER

On June 16, 2011, this Court entered a Memorandum and Order (Doc. 175) granting in part and denying in part defendants’ Motion to Stay Enforcement of Judgment. The Court stayed enforcement of the judgment pending disposition of the parties’ post-trial motions, subject to the Court’s approval of an irrevocable letter of credit for defendant Miracorp, Inc. The Court ordered that Miracorp submit an irrevocable letter of credit in the amount of \$2,637,800 to the Court for approval by Friday, June 24, 2011. Miracorp has not submitted a letter of credit to the Court. Defendant Lane Goebel posted a cash bond on June 27, 2011 in the amount of \$312,500, pursuant to an agreement with plaintiff.

Before the Court is plaintiff’s Motion for Reconsideration (Doc. 180) of the Court’s June 16, 2011 Memorandum and Order granting Miracorp a stay of enforcement of the judgment in light of Miracorp’s failure to obtain an irrevocable letter of credit. Plaintiff represents in her motion that defendants’ counsel advised that Miracorp is unable to obtain a letter of credit in the amount required by the Court or to post a bond in that amount.

The Court previously concluded that in order to preserve the status quo and safeguard plaintiff's interest in her judgment, some security is required. In so ruling, the Court noted, while the risk of adverse change in the status quo is less when comparing adequate security pending post-trial motions with adequate security pending appeal, some security is nonetheless required. The Court found that the letter of credit would provide adequate security to plaintiff pending resolution of the post-trial motions, as it would cover the amount of the judgment, plus interest and costs. Given that defendant has failed to submit a letter of credit to the Court for approval as required by the June 16 Memorandum and Order, a condition precedent to the stay, the Court agrees that a stay of enforcement of the judgment is no longer tenable. Accordingly, the Court grants plaintiff's motion for reconsideration and vacates that portion of its June 16, 2011 Memorandum and Order granting defendants' motion to stay.

IT IS THEREFORE ORDERED BY THE COURT that plaintiff's Motion for Reconsideration (Doc. 180) is granted. The Court vacates that portion of its June 16, 2011 Memorandum and Order granting defendants' motion to stay enforcement of the judgment against Miracorp.

Dated: August 8, 2011

S/ Julie A. Robinson
JULIE A. ROBINSON
UNITED STATES DISTRICT JUDGE