

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

SUSAN M. MILES,

Plaintiff,

v.

**UNIFIED SCHOOL DISTRICT NO. 500,
KANSAS CITY, KANSAS & VALERIE
CASTILLO,**

Defendants.

Case No. 17-2685-DDC-TJJ

MEMORANDUM AND ORDER

This matter comes before the court on the parties' Joint Motion for Memorandum and Order of Dismissal (Doc. 79).

Plaintiff Susan M. Miles filed this lawsuit against her former employer—Unified School District No. 500, Kansas City, Kansas (“USD No. 500”)—and Valerie Castillo—the principal at the elementary school where Ms. Miles taught. Doc. 1. The Complaint alleges violations of the Family Medical Leave Act (“FMLA”), the Americans with Disabilities Act (“ADA”), the Employee Retirement Income Security Act (“ERISA”), and certain Kansas state employment laws. *Id.* USD No. 500 brought counterclaims for declaratory and injunctive relief against plaintiff, asserting that plaintiff had released all her employment claims against it by entering a Mutual Release and Separation Agreement (“the Agreement”). Doc. 19 at 18–20. USD No. 500 also moved for a Temporary Restraining Order/Injunction and Stay of Proceedings (Doc. 20), asking the court to enforce the Agreement.

After a bench trial on a threshold issue—whether the Agreement plaintiff conceded she had signed was enforceable—the court ruled that the Agreement is an enforceable contract

between plaintiff and USD No. 500. Doc. 65 at 15. The parties now stipulate that (1) this decision that the Agreement is an enforceable contract “effectively disposes of [p]laintiff’s claims . . . and warrants dismissal of [p]laintiff’s claims based on the affirmative defenses of settlement and release,” and (2) “judgment should be entered in favor of [] USD No. 500 on its counterclaims for specific performance and declaratory relief” because plaintiff filed this lawsuit in violation of the Agreement, rendering moot USD No. 500’s request for injunctive relief. Doc. 79 at 1–2.

The court grants the parties’ joint motion. First, the court dismisses with prejudice plaintiff’s claims because defendants’ affirmative defenses of settlement and release bars her from recovering on those claims. Second, the court enters judgment in favor of USD No. 500 on its counterclaims for specific performance and declaratory relief, because plaintiff has violated the terms of the Agreement by filing this lawsuit. Third, the court denies as moot USD No. 500’s request for injunctive relief.

IT IS THEREFORE ORDERED BY THE COURT THAT the parties’ Joint Motion for Memorandum and Order of Dismissal (Doc. 79) is granted.

IT IS FURTHER ORDERED THAT plaintiff’s claims are dismissed with prejudice. The court directs the Clerk of the Court to enter judgment in favor of USD No. 500 on plaintiff’s claims and in USD No. 500’s favor on its counterclaims for specific performance and declaratory relief. USD No. 500’s request for injunctive relief is denied as moot.

IT IS SO ORDERED.

Dated this 3rd day of April, 2020, at Kansas City, Kansas.

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