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28UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

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RONALD COLLINS,

Plaintiff,

v.

JOSHUA COLLINS, *et al.*,

Defendants.

Case No. 3:16-cv-00111-MMD-WGC

ORDER

The parties to this closed case entered into a settlement agreement. (*See, e.g.*, ECF No. 294 at 33-40 (dated Jan. 27 and Feb. 6, 2020) (“Settlement Agreement”).) The parties subsequently filed a stipulation to dismiss this case with prejudice that the Court signed, closing this case. (ECF No. 293 (issued Feb. 11, 2020) (“Dismissal Order”).) The Dismissal Order contained only two provisions. It first provided that this case was dismissed, in its entirety, with prejudice, with each party to bear its own attorneys’ fees and costs. (*Id.* at 1.) Second, it stated, “[t]his Stipulation for Dismissal with Prejudice is executed according to the terms agreed upon in the Settlement Agreement executed by the parties...” (*Id.* at 2.) Before the Court are two pending objections to subsequent rulings by United States Magistrate Judge William G. Cobb filed by Plaintiff Ronald Collins (ECF Nos. 328, 344) and Defendants’ motion to stay this case in which Defendants imprecisely¹ argue the Court lacks subject matter jurisdiction over the parties’ dispute regarding the Settlement Agreement (ECF No. 336). Because the Court finds it lacks subject matter jurisdiction over the parties’ dispute as to the Settlement Agreement reflected in the

¹The Court does not condone Defendants’ counsel’s approach of moving to stay this case until he has time to file a motion to dismiss, particularly considering that the motion to stay contains the arguments that a motion to dismiss would have contained anyway. Such an approach generates unnecessary motion practice.

1 pending motion and objections, and as further explained below, the Court will deny the
2 pending motion and objections as moot.

3 “Federal courts are courts of limited jurisdiction.” *Kokkonen v. Guardian Life Ins.*
4 *Co. of Am.*, 511 U.S. 375, 377 (1994). Federal courts lack jurisdiction “over disputes
5 arising out of an agreement that produces” a stipulation to dismiss a case with prejudice,
6 provided the dismissal order does not contain an ongoing jurisdiction clause. *Id.* at 378;
7 *see also id.* at 377-82.

8 Indeed, in *Kokkonen*, the parties stipulated to dismiss their case with prejudice and
9 “the District Judge signed the Stipulation and Order under the notation ‘It is so ordered.’”
10 *Id.* at 376-77. One of the parties subsequently felt the other was not honoring their
11 settlement agreement and brought a motion to enforce the settlement agreement. *See id.*
12 at 377. The district court entered an enforcement order under its inherent powers. *See id.*
13 The Supreme Court found that decision was error, going on to explain that federal courts
14 lack jurisdiction over settlement agreement disputes if the operative stipulation to dismiss
15 the case does not include a provision giving the district court ongoing jurisdiction to
16 adjudicate disputes as to the settlement agreement. *See id.* at 377-82.

17 In its present posture, this case is materially indistinguishable from *Kokkonen*. The
18 Dismissal Order does not give the Court ongoing jurisdiction to adjudicate disputes over
19 the Settlement Agreement. (ECF No. 293.) Here, like in *Kokkonen*, “the only order . . . was
20 that the suit be dismissed, a disposition that is in no way flouted or imperiled by the alleged
21 breach of the settlement agreement.” 511 U.S. at 380. The Court accordingly lacks
22 jurisdiction over the parties’ dispute about the Settlement Agreement reflected in the
23 pending objections and motion.² *See id.* at 377-82.

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27 ²While irrelevant to the Court’s decision here, the Settlement Agreement also states
28 that Collins’ remedy in the event of a perceived breach is to file a new lawsuit, not file
something in this case like he did here. (ECF No. 294 at 37.)

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It is therefore ordered that the Court lacks jurisdiction over the parties' pending objections and motion (ECF Nos. 328, 336, 344). These pending objections and motion are accordingly denied as moot.

It is further ordered that this case will remain closed. The Court will not entertain any further filings in this closed case and will indeed summarily deny any subsequent motions filed under this case number regarding the Settlement Agreement.

DATED THIS 6th Day of October 2021.



MIRANDA M. DU
CHIEF UNITED STATES DISTRICT JUDGE