

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

JACQUELINE KENNERLY,

Plaintiff,

vs.

No. 1:24-CV-00667-KG-KK

MUTUAL OF OMAHA,

Defendant.

SUMMARY ORDER

In an Order Granting in Part and Denying in Part Plaintiff Jacqueline Kennerly's Motion to Amend the Complaint and Add Third Party Plaintiff, this Court granted Plaintiff Kennerly leave to amend to add allegations to her existing claims and join Brandon Whitley as a plaintiff. (**Doc. 51**). Defendant Mutual of Omaha did not oppose joinder of Brandon Whitley. (**Doc. 37**) at **5**.

Following the Order Granting in Part and Denying in Part Plaintiff Kennerly's Motion to Amend, the Court set a May 21, 2025, hearing to address whether Plaintiff Kennerly's counsel, David and Meagan Dotson, could represent both Ms. Kennerly and Mr. Whitley or whether a conflict of interest existed. (**Doc. 52**). Two days before the May 21 hearing, David and Meagan Dotson filed a notice informing the Court that they did not intend to represent Mr. Whitley and had not communicated with him. (**Doc. 53**).

At the May 21, 2025, hearing, the Court addressed several matters, including the joinder of Brandon Whitley, his legal representation, the deadline for Plaintiff Jacqueline Kennerly to amend her Complaint, and the pending Motion for Summary Judgment (**Doc. 43**). David and Meagan Dotson again clarified that they do not represent Mr. Whitley. The Court then inquired whether Mr. Whitley intended to retain counsel, but Mr. Whitley was uncertain at that time.

Regarding amendment to the Complaint, David and Meagan Dotson explained they would be prepared to file an amended complaint by May 30, 2025, and were in the process of finalizing

allegations related to Mr. Whitley's joinder. Upon further consideration, the Court finds that because David and Meagan Dotson do not represent Mr. Whitley, they cannot assert claims or make allegations on his behalf. Thus, the Court will limit Plaintiff Kennerly's counsel to filing an Amended Complaint that includes only new allegations on behalf of Plaintiff Kennerly, not Mr. Whitley. Additionally, the Amended Complaint may not include any new allegations beyond those in the Proposed Complaint (**Doc. 34-1**).

As to Mr. Whitley, the Court will set a deadline for him to obtain counsel—or to proceed without counsel—followed by a separate deadline for asserting any claims against Defendant Mutual of Omaha. Because Plaintiff Kennerly filed a Motion to Join Brandon Whitley, which the Court granted, she is also responsible for serving him.

Based on the foregoing, the Court **ORDERS** as follows:

1. The deadline for Plaintiff Kennerly to file an Amended Complaint is **May 30, 2025**.
2. The deadline for Mr. Whitley to obtain counsel is **June 13, 2025**, should he decide to do so.
3. The deadline for Mr. Whitley to assert claims against Defendant Mutual of Omaha in this case is **June 27, 2025**.
4. Plaintiff Kennerly must effect service on Mr. Whitley, and the deadline for this is **June 06, 2025**.
5. The Motion for Summary Judgment (**Doc. 43**) is **DISMISSED without prejudice**.

IT IS SO ORDERED.

/s/ KENNETH J. GONZALES¹
CHIEF UNITED STATES DISTRICT JUDGE

¹ Please note that this document has been electronically filed. To verify its authenticity, please refer to the Digital File Stamp on the NEF (Notice of Electronic Filing) accompanying this document. Electronically filed documents can be found on the court's PACER public access system.