

DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN

BANK OF NOVA SCOTIA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil No. 2018-05
	)	
GLORIA SAMUELS; THE ESTATE OF FREDERICK	)	
SAMUELS, all unknown Heirs of Frederick	)	
Samuels and all other Persons claiming	)	
any right, title, estate, lien, or	)	
interest in Parcel Nos. 5E and 5Ei Estate	)	
Pastory, No. 5 Cruz Bay Quarter, St.	)	
John, U.S. Virgin Islands; and WELLS	)	
FARGO BANK NATIONAL ASSOCIATION,	)	
	)	
Defendants.	)	
	)	
GLORIA SAMUELS,	)	
	)	
Counterclaimant,	)	
	)	
v.	)	
	)	
BANK OF NOVA SCOTIA,	)	
	)	
Counter-defendant.	)	
	)	
THE ESTATE OF FREDERICK SAMUELS,	)	
	)	
Counterclaimant,	)	
	)	
v.	)	
	)	
BANK OF NOVA SCOTIA,	)	
	)	
Counter-defendant.	)	
	)	

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ATTORNEYS:

Matthew J. Duensing

Law Offices Duensing & Casner
St. Thomas, VI

*For the plaintiff and counter defendant Bank of Nova
Scotia,*

Marie E. Thomas-Griffith

Samuel H. Hall , Jr.

Hall & Griffith, P.C.
St. Thomas, VI

*For the defendants and counterclaimants Gloria Samuels and
the Estate of Frederick Samuels.*

ORDER

GÓMEZ, J.

On February 26, 2020, Bank of Nova Scotia ("BNS") filed a document titled "Stipulation for Dismissal with Prejudice." See Stipulation for Dismissal with Prejudice, ECF No. 62. That document is signed by counsel for all parties who have appeared in this matter--BNS, Gloria Samuels, and the Estate of Frederick Samuels. In that document, the parties advise the Court that they entered a settlement agreement resolving all claims. As such, there is no case or controversy before the Court.

Additionally, the parties purport to stipulate that the Court shall retain jurisdiction for a period of sixty days to enforce the settlement agreement. "[W]hen . . . [a] dismissal is pursuant to Rule 41(a)(1)[(A)](ii) . . . the court is authorized to embody the settlement contract in its dismissal order (or, what has the same effect, retain jurisdiction over the

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settlement contract) if the parties agree." *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381-82 (1994). "Absent such action, however, enforcement of the settlement agreement is for state courts, unless there is some independent basis for federal jurisdiction." *Id.* at 382. As such, the Court construes the parties' stipulation as a request for the Court to enter an order dismissing this matter while retaining jurisdiction for a period of sixty days to enforce the settlement agreement.

The premises considered, it is hereby

ORDERED that this case is **DISMISSED** with prejudice; it is further

ORDERED that the trial setting in this matter is **VACATED**; it is further

ORDERED that all pending motions are **MOOT**; it is further

ORDERED that the Court shall retain jurisdiction in this matter for a period of sixty days to enforce the settlement agreement between the parties; and it is further

ORDERED that the Clerk of the Court shall **CLOSE** this case.

s_____
Curtis V. Gómez
District Judge