UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH DAKOTA, WESTERN DIVISION

NDN Collective, Sunny Red Bear, Nick Cottier, Bre Jackson, Mary Bowman and George Bettelyoun v. Retsel Corporation, d/b/a Grand Gateway Hotel and d/b/a Cheers Sports Lounge and Casino; Retsel Corporation, d/b/a Grand Gateway Hotel and d/b/a Cheers Sports Lounge and Casino and Nicholas Uhre v. NDN Collective

NDN Collective v. Retsel Corp. · No. 5:22-CV-05027-KES · Decided February 20, 2026

SUMMARY

The United States District Court for the District of South Dakota conditionally granted in part and denied in part Retsel Corporation’s motion to waive a supersedeas bond and stay execution of a $64,003 judgment. The court stayed enforcement pending resolution of post-trial motions, conditioned on Retsel retaining any foreclosure-sale excess proceeds equal to the judgment in escrow for 30 days. If Retsel would not agree to that condition, it was required to post a $64,003 supersedeas bond within 14 days.

CASE DETAILS

COURT	United States District Court for the District of South Dakota, Western Division
WRITING FOR THE COURT	Karen E. Schreier
JURISDICTION	United States District Court for the District of South Dakota, Western Division
DECIDED	February 20, 2026
DOCKET	5:22-CV-05027-KES
DISPOSITION	other
PROCEDURAL POSTURE	After a jury verdict and entry of judgment for plaintiffs on their 42 U.S.C. § 1981 discrimination claims and Sunny Red Bear's assault claim, defendant Retsel moved to waive the supersedeas bond and stay execution of the judgment pending post-trial motions and a possible appeal.
STANDARD OF REVIEW	The court applied its discretion under Federal Rule of Civil Procedure 62, considering the ordinary presumption in favor of a full supersedeas

	bond, the risk to the judgment creditor, the defendant's financial condition, and the factors governing issuance of a stay.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Retsel Corporation, d/b/a Grand Gateway Hotel and d/b/a Cheers Sports Lounge and Casino v. NDN Collective, Sunny Red Bear, Nick Cottier, Bre Jackson, Mary Bowman, George Bettelyoun

TOPICS

civil procedure · appellate procedure · remedies · civil rights · costs

PRACTICE AREAS

civil procedure · appellate procedure · civil rights · remedies

QUESTIONS PRESENTED

1. Whether execution of the existing judgment should be stayed pending resolution of Retsel's post-trial motions and, if appropriate, entry of an amended judgment.
2. Whether Retsel should be permitted to obtain the stay without posting a full supersedeas bond.
3. What conditions were necessary to protect plaintiffs' ability to recover the judgment while preserving Retsel's opportunity to pursue post-trial relief and an appeal.

HOLDINGS

1. Execution of the judgment was stayed pending resolution of the post-trial motions, provided that Retsel retained in escrow any excess proceeds from the sheriff's foreclosure sale in the amount of the judgment for thirty days after the sale.
2. The motion to waive the supersedeas bond was conditionally granted in part because Retsel lacked the present ability to post a bond, but the waiver was conditioned on retaining qualifying foreclosure-sale proceeds in escrow. If Retsel refused that condition, it was required to post a $64,003 supersedeas bond within fourteen days or face collection efforts.
3. The court declined to require a bond based on the possibility that Retsel's shareholders had sufficient personal assets, because doing so would disregard Retsel's corporate structure.

KEY QUOTATIONS

> *"Because the stay operates for the appellant's benefit and deprives the appellee of the immediate benefits of his judgment, a full supersedeas bond should be the requirement in normal circumstances, such as where there is some reasonable likelihood of the judgment debtor's inability or unwillingness to satisfy the judgment in full upon ultimate disposition of the case and where posting adequate security is practicable."*

FACTUAL BACKGROUND

The jury found Retsel liable on plaintiffs' § 1981 discrimination claims and Sunny Red Bear's assault claim, resulting in a $64,003 judgment consisting of compensatory and punitive damages. Retsel asserted that it had minimal liquid funds, could not obtain a supersedeas bond without substantial collateral or creditor support, and that its hotel property was in receivership and scheduled for foreclosure. Plaintiffs had recorded the judgment as a lien but sought a full supersedeas bond and also sought more than $3.8 million in attorney fees and costs, which could lead to an amended judgment.

PROCEDURAL HISTORY

A jury returned a verdict for plaintiffs against Retsel and the court entered judgment awarding $32,002 in compensatory damages and $32,001 in punitive damages. Retsel filed post-trial motions, a Rule 60(b) motion, and a notice of appeal, and sought to stay execution without posting a supersedeas bond. The court conditionally granted the stay and bond waiver in part, subject to escrow requirements or, alternatively, posting a $64,003 bond.

DISPOSITION

other

CASES CITED

- Poplar Grove Planting & Refin. Co., Inc. v. Bache Halsey Stuart, Inc., 600 F.2d 1189, 1191 (5th Cir. 1979)
- New Access Comm'ns LLC v. Qwest Corp., 378 F. Supp. 2d 1135, 1138 (D. Minn. 2005)
- Regions Bank v. Lamb, 2017 WL 5736371, at *2 (E.D. Ark. Mar. 15, 2017)
- Skrovig v. BNSF Ry. Co., No. 4:10-CV-04022, 2012 WL 2505749, at *2–3 (D.S.D. June 28, 2012)
- Fed. Prescription Serv., Inc. v. Am. Pharm. Ass'n, 636 F.2d 755, 760–61 (D.C. Cir. 1980)
- Dillon v. City of Chicago, 866 F.2d 902, 904–05 (7th Cir. 1989)
- Hilton v. Braunskill, 481 U.S. 770, 776 (1987)