

UNITED STATES DISTRICT COURT  
FOR THE Northern District of Illinois-Eastern Division-CM/ECF LIVE

OMAR ALLAN,	)	
Plaintiff	)	
	)	
	)	
v.	)	
	)	Case No.: 1:13-cv-3071
LIONEL GONZALEZ, individually	)	
and as agent and employee of	)	
AMERICORP XPRESS CARRIERS,	)	
AMERICORP XPRESS CARRIERS	)	
Defendants	)	

MOTION FOR ENTRY OF JUDGMENT PURSUANT TO 735 ILCS 5/2-2301

Now comes the plaintiff, Omar Allan, by and through his counsel, Roy Olson, and moves this Honorable Court for the entry of an order of judgment, pursuant to 735 ILCS 5/2-2301, and compelling the defendant to tender settlement proceeds plus accrued interest. In support thereof, plaintiff states as follows:

- 1) On April 24, 2013, the plaintiff filed this action. This matter proceeded to the stage where the parties were preparing for trial.
- 2) On May 16<sup>th</sup>, 2014, the parties agreed to a settlement of this matter. The defendant agreed to pay the plaintiff \$225,000.00 in final settlement of this matter. Shortly thereafter, the defendant provided release documents for the plaintiff to sign.
- 3) On May 21<sup>st</sup>, 2014, the plaintiff returned, via documented e-mail, the signed release agreement, and instructed the defendant that the settlement draft should be payable to the plaintiff and his counsel only inasmuch as any potential lienholders would be satisfied or funds would be sequestered for such in plaintiff's client fund account.
- 4) Plaintiff's counsel has made numerous requests that defendant provide plaintiff with the settlement proceeds and, to date, defendant has either failed or refused to provide the settlement proceeds. As of June 22<sup>nd</sup>, 2014, well over 30 days after the

parties agreed to settle this matter, and over 30 days after the plaintiff tendered a signed release agreement, the defendant still refuses to pay the agreed-upon settlement amount.

- 5) Pursuant to 735 ILCS 5/2-2301, the defendant is required to provide the agreed-upon settlement amount within 30 days of the date on which plaintiff tendered the release agreement, but has refused to do so. Accordingly, judgment shall be entered against the defendant in the agreed-upon amount, and interest must be taxed against the defendant, at the rate of 9% per annum, as of May 21<sup>st</sup>, 2014.
- 6) That this Court still has jurisdiction over the parties to this action, and is to apply Illinois law in this diversity action.
- 7) Accordingly, the plaintiff is entitled to a judgment entered on his behalf, and against the defendant for the amount of \$225,000.00 plus \$1,687.50 interest as of June 23<sup>rd</sup>, 2014.

Accordingly, Plaintiff respectfully requests the entry of an order consistent with the foregoing, judgment in his favor, and against the defendant in the amount of \$225,000.00 plus accrued interest until the date the defendant tenders the settlement amount (plus interest), and any other relief deemed just and equitable under the circumstances.

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