

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**BANKERS LIFE AND CASUALTY
COMPANY,**

Plaintiff,

v.

**RICHARD MILLER, PRESTON
PARSONS, RAY SANCHEZ, JOSHUA
BERGER, LUKE DINGLEDINE,
ADRIAN MONTES,**

Defendants.

No. 1:14-cv-3165

Honorable Manish S. Shah

**JOINT MOTION FOR ENTRY OF ORDER GRANTING
JUDGMENT AND DISMISSAL**

Plaintiff Bankers Life and Casualty Company (“Bankers Life”), by its counsel, and Defendant Richard Miller (collectively, “the Moving Parties”), jointly move for the entry of an Order granting Judgment to Bankers Life against Defendant Miller in the amount of \$4,000.00 (Four Thousand Dollars and No Cents), and dismissal with prejudice of all claims against Mr. Miller. After entry of this Order, the Parties request that a Final Judgment be entered in this case, as this case will then be resolved as to all Defendants. In support of this Motion, the Moving Parties state as follows:

1. On April 30, 2014, Bankers Life filed its Complaint, making claims against eight former agents and employees of Bankers Life including Defendant Richard Miller. (Dkt. 1). Bankers Life subsequently filed its First Amended Complaint on August 13, 2014. (Dkt. 40).
2. In early April 2017, Bankers Life and Defendant Miller reached agreement on settlement terms, and a confidential written Settlement Agreement (“the Agreement”) setting forth the terms was fully executed by April 11, 2017.

3. In the Agreement, among other terms, Defendant Miller agreed to pay Bankers Life \$4,000.00, to be paid by July 1, 2017, and after such payment, the Moving Parties would jointly request dismissal of the claims against Miller, with each party bearing his or its own attorneys' fees and costs.

4. Thereafter, Defendant Miller informed Bankers Life that he was unable to pay the settlement amount by the due date. Bankers Life extended the deadline for payment, but Defendant Miller remains unable to pay the settlement amount.

5. The Parties have continued their discussions regarding resolution, and have now agreed to a judgment being entered in the amount of \$4,000 -- rather than actual payment of that amount at this time -- as a prerequisite to dismissal.

6. The Parties also acknowledge the necessity of disclosing these particular settlement terms in this Motion. Mr. Miller appears to be able to comply with all other terms of the Agreement.

7. Previously, the claims against all other Defendants have been resolved.

WHEREFORE, For the reasons set forth above, the Moving Parties jointly move for the entry of an Order granting Judgment to Bankers Life against Defendant Miller in the amount of \$4,000.00 (Four Thousand Dollars and No Cents), and dismissal of all claims against Miller with prejudice, with each party bearing his or its own attorneys' fees and costs. After entry of this Order, the Moving Parties request that a Final Judgment be entered in this case, as this case will then be resolved as to all Defendants.

Respectfully submitted,

<p>BANKERS LIFE AND CASUALTY COMPANY</p> <p><u>/s/ Kathryn E. Siegel</u> David K. Haase Kathryn E. Siegel LITTLER MENDELSON, P.C. 321 N. Clark Street, Suite 1000 Chicago, IL 60654 (312) 372-5520</p> <p><i>Attorneys for Plaintiff</i></p> <p>Dated: February 20, 2018</p>	<p>DEFENDANT RICHARD MILLER</p> <p><u>/s/ Richard Miller</u> rickmiller712@gmail.com</p>
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CERTIFICATE OF SERVICE

Kathryn E. Siegel, an attorney, hereby certifies that on February 20, 2018, she caused a copy of the foregoing using the ECF system which will send notification of such filing to Defendant Richard Miller.

/s/ Kathryn E. Siegel

Kathryn E. Siegel

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