

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

M&I MARSHALL & ILSLEY BANK,
Plaintiff,

vs.

Case No. 10-2297-JTM

PHILLIPS SYSTEMS GROUP, INC., ANGELA D.
PHILLIPS, AND KEITH I. PHILLIPS,
Defendants.

MEMORANDUM AND ORDER

This matter is before the court on the motion for judgment on the pleadings of plaintiff M&I Marshall & Ilsley Bank ("M&I"). M&I seeks judgment against defendant Philips Systems Group, Inc. for liabilities due and owing from loan agreements and promissory notes, as well as judgment against the guarantor defendants Angela Phillips and Keith Phillips. M&I argues in its motion that it is entitled to judgment based on the plain language of the loan documents, and that these admitted obligations require judgment under Fed. R. Civ. P. § 12(c), notwithstanding any of the affirmative defenses asserted in the defendants' Answer. M&I is entitled to judgment as a matter of law.

The defendants have submitted no response to M&I's Motion. The court has independently reviewed that Motion, and finds that the facts presented therein (Dkt. 10, at 3-10) are uncontroverted and accordingly incorporated herein as factual findings. In light of those uncontroverted facts, M&I is entitled to judgment as a matter of law as to both the promissory notes and the guaranty

agreement. Further, the defendants have waived any defenses under the agreements. Thus, for good cause shown and pursuant to D.Kan.R. 7.4, the Motion for Judgment of plaintiff M&I (Dkt. 10) is hereby granted.

IT IS SO ORDERED this 10th day of February, 2011.

s/ J. Thomas Marten
J. THOMAS MARTEN, JUDGE