NONPRECEDENTIAL DISPOSITION
To be cited only in accordance with FED. R. APP. P. 32.1

United States Court of Appeals

For the Seventh Circuit
Chicago, Illinois 60604

Submitted May 26, 2026*
Decided June 8, 2026

Before

AMY J. ST. EVE, *Circuit Judge*

CANDACE JACKSON-AKIWUMI, *Circuit Judge*

NANCY L. MALDONADO, *Circuit Judge*

No. 25-2419

RICHARD M. MILLER, *Plaintiff-Appellant*,	Appeal from the United States District Court for the Northern District of Indiana, Hammond Division.
v.	No. 2:24-CV-211-GSL-AZ
INTERNATIONAL BUSINESS MACHINES CORPORATION, *Defendant-Appellee*.	Gretchen S. Lund, *Judge*.

O R D E R

Richard Miller, a former employee at International Business Machines Corporation (IBM), appeals the dismissal of his complaint against the company alleging

* We have agreed to decide the case without oral argument because the briefs and record adequately present the facts and legal arguments, and oral argument would not significantly aid the court. FED. R. APP. P. 34(a)(2)(C).

unlawful employment practices. The district court dismissed his suit because the claims were barred by a prior settlement agreement or were untimely. We affirm.

According to his complaint and attached documents—which we accept as true, drawing all reasonable inferences in his favor, *Esco v. City of Chicago*, 107 F.4th 673, 678 (7th Cir. 2024)—Miller was placed by IBM on a performance-improvement plan in 2017. An employee of nearly three decades at IBM, Miller says he previously received positive performance evaluations, so the plan was a pretext to fire him based on age.

In January 2018, the plan's final days, Miller went on short-term disability leave for his mental disabilities. Half a year later, he was transferred to long-term disability for these disabilities. In July 2020, he began receiving benefits for his physical disabilities. Soon after the expiration of his long-term disability, IBM fired him at the age of 61. For reasons unclear in the record, his disability benefits continued for more than a year but, on September 3, 2021, altogether ended.

In June 2022, Miller filed a complaint against IBM for wrongfully ending his disability benefits in violation of IBM's long-term disability plan. *Miller v. International Business Machines Corp. Long Term Disability Plan et al.*, 2:22-cv-00150-PPS-JPK (N.D. Ind.). In January 2023, he signed a settlement agreement and agreed to release IBM from any claims "in any way connected with the facts underlying" the action and "any other claims related to," or that could have been raised in, the action.

Miller then filed a charge with the Equal Employment Opportunity Commission in November 2023, alleging discrimination based on age and disability, retaliation, and harassment. The EEOC dismissed the charge because Miller failed to file it within the limitations period, and sent Miller notice of his right to sue.

In June 2024, he filed this action against IBM, alleging employment discrimination based on age, 29 U.S.C. §§ 621–34, and disability, 42 U.S.C. §§ 12112–17, as well as wrongful termination, harassment, hostile work environment (based on statements made by another employee in 2017 and his supervisors' handling of those statements), and defamation (being placed on a performance-improvement plan).

The district court granted the defendant's motion to dismiss under Federal Rule of Civil Procedure 12(b)(6), concluding that Miller's claims were either barred by the settlement agreement's broad release or were untimely. As to timeliness, the court explained that Miller had not timely filed a charge with the EEOC, and Indiana's two-year statute of limitations barred Miller's defamation claim. The court also concluded, in the alternative, that Miller had failed to state a defamation claim.

On appeal, Miller asserts that the district court should not have enforced the settlement agreement's release of claims because it was overly broad, misleading, and failed to notify him that he would surrender future discrimination claims. But the release was unambiguous and enforceable under Indiana law. We interpret the agreement under Indiana contract law, *see Beverly v. Abbott Lab'ys*, 817 F.3d 328, 333 (7th Cir. 2016), which characterizes language as ambiguous only "if reasonable people could differ as to its meaning." *Broadbent v. Fifth Third Bank*, 59 N.E.3d 305, 311 (Ind. Ct. App. 2016). Here, reasonable people could not differ as to the release's broad scope: Miller agreed to "irrevocably and unconditionally" release IBM from claims "in any way connected with the facts underlying" or "related to" his benefits suit. And his claims that IBM discriminated against him, subjected him to a hostile work environment, and wrongfully terminated him because of his disability are factually connected to the benefits suit: the complaint repeatedly refers to the benefits plan, the stoppage of his benefits, and his belief that IBM fired him because he suffered from disabilities and received benefits. The claims are therefore barred by the release's clear and obvious meaning.[†]

In any event, Miller's claims alleging age and disability discrimination and hostile work environment are time-barred. Before bringing these claims, Miller needed to file a timely charge with the EEOC and receive a right to sue letter. *See* 42 U.S.C. §§ 12117(a), 2000e-5(b), (e), (f); 29 U.S.C. § 626(d)(1)(A). Because Miller was employed in Indiana, he had 180 days to file a charge alleging age discrimination and 300 days to file a charge alleging disability discrimination. *See EEOC v. N. Gibson School Corp.*, 266 F.3d 607, 617 (7th Cir. 2001), overruled in part on other grounds by *EEOC v. Waffle House*, 534 U.S. 279 (2002) (age); *Adams v. City of Indianapolis*, 742 F.3d 720, 729 (7th Cir. 2014)

[†] Because a copy of the settlement agreement—a matter outside the pleadings—was presented by IBM in support of its motion to dismiss, the district court should have treated the motion as "one for summary judgment and permit[ted] a reasonable opportunity to present other material." *Muthana v. Mullin*, 171 F.4th 967, 974 (7th Cir. 2026) (citing FED. R. CIV. P. 12(d)). But any error is harmless because Miller's response to the motion addressed IBM's arguments about the settlement agreement and he has not disputed its authenticity. *See Loeb Indus. v. Sumitomo Corp.*, 306 F.3d 469, 479–80 (7th Cir. 2002) (cited in *Federated Mut. Ins. Co. v. Coyle Mech. Supply Inc.*, 983 F.3d 307, 313 (7th Cir. 2020)).

(disability). But Miller did not file his EEOC charge until November 2023, more than three years after he had been fired and any allegedly discriminatory acts had occurred. So his claims asserting that IBM engaged in unlawful employment practices stemmed from an untimely charge.

Miller insists—under the "continuing violation" doctrine—that the statute of limitations began to run on the date he signed the settlement agreement, not the date he was fired. *See, e.g.*, *Barrett v. Ill. Dep't of Corr.*, 803 F.3d 893, 898 (7th Cir. 2015). But the doctrine, which allows recovery for "time-barred conduct that is part of a single, ongoing unlawful employment practice if at least one related act occurs during the limitations period," *id.*, does not apply here because Miller does not allege any discriminatory acts occurred between the dates he was fired and signed the settlement agreement.

Next, Miller challenges the district court's determination that he failed to state a claim of defamation. But he does not dispute the court's alternative conclusion that his claim was untimely, so we need not reach the merits of this challenge. *See LJM Partners, Ltd. v. Barclays Capital, Inc.*, 165 F.4th 552, 565 n.4 (7th Cir. 2026).

Finally, Miller includes perfunctory arguments that the district court should have allowed him to file a sur-reply or addressed his personal-injury claim. But the district court acted within its discretion to strictly enforce its local rule prohibiting sur-replies. *See Hinterberger v. City of Indianapolis*, 966 F.3d 523, 528 (7th Cir. 2020); N.D. IND. L.R. 7-1. To the extent Miller thinks the court overlooked a personal-injury claim—he refers to a letter he filed with the court suggesting that he intended to add such a claim—that claim would have been untimely under Indiana's two-year statute of limitations, *see* IND. CODE § 34-11-2-4, because more than four years elapsed between his last day of work at IBM and the date he filed his complaint.

AFFIRMED