

JH
of

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

ERA FRANCHISE SYSTEMS, INC.)
)
 Plaintiff,)
)
 vs.)
)
 FOUR SQUARE, LTD., formerly d/b/a ERA)
 ADVANCED REAL ESTATE CONCEPTS,)
 WES RAVENS, LYNN HOFBAUER, GLEN)
 RAVENS and LLOYD RAVENS,)
)
 Defendants.)

Case No.: 05-C-3856
Judge Coar

FILED
J.N
SEP 29 2005
MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

ANSWER TO PLAINTIFF'S COMPLAINT

NOW COMES Defendants, WES RAVENS, GLEN RAVENS and LLOYD RAVENS,
by their attorneys, BARMAN, BOHLEN & WOODRUFF, P.C., and for their Answer to
Plaintiff's Complaint state as follows:

1. Defendants admit the allegations set forth in Paragraph 1 of Plaintiff's Complaint.
2. Defendants neither admit nor deny the allegations set forth in Paragraph 2 of Plaintiff's Complaint for the reason that Defendants are without sufficient knowledge to form a belief as to the truth or veracity of the allegations contained therein and therefore denies same.
3. Defendants admit the allegation set forth in Paragraph 3 of Plaintiff's Complaint.

4. Defendants admit the allegation set forth in Paragraph 4 of Plaintiff's Complaint.

5. Defendants admit the allegation set forth in Paragraph 5 of Plaintiff's Complaint.

6. Defendants admit the allegation set forth in Paragraph 6 of Plaintiff's Complaint.

7. Defendants admit the allegation set forth in Paragraph 7 of Plaintiff's Complaint.

8. Defendants admit the allegation set forth in Paragraph 8 of Plaintiff's Complaint.

9. Defendants admit the allegation set forth in Paragraph 9 of Plaintiff's Complaint.

10. Defendants admit the allegation set forth in Paragraph 10 of Plaintiff's Complaint.

11. Defendants admit the allegation set forth in Paragraph 11 of Plaintiff's Complaint.

12. Defendants admit to owing various obligations to ERA, as set forth in Paragraph 12 of Plaintiff's Complaint, but specifically deny the obligation of payment to Plaintiffs in the amount of \$80,477.72.

13. Defendants admit the allegation set forth in Paragraph 13 of Plaintiff's Complaint.

14. Defendants admit the allegation set forth in Paragraph 14 of Plaintiff's Complaint.

15. Defendants admit the allegation set forth in Paragraph 15 of Plaintiff's Complaint.

16. Defendants admit the allegation set forth in Paragraph 16 of Plaintiff's Complaint.

17. Defendants admit the allegation set forth in Paragraph 17 of Plaintiff's Complaint.

18. Defendants deny the allegations set forth in Paragraph 18 of Plaintiff's Complaint, specifically, the allegation that Guarantors executed a Guaranty of Payment and Performance, however Defendants admit the remaining allegations contained therein.

19. Defendants neither admit nor deny the allegations set forth in Paragraph 2 of Plaintiff's Complaint for the reason that Defendants are without sufficient knowledge to form a belief as to the truth or veracity of the allegations contained therein and therefore denies same.

20. Defendants neither admit nor deny the allegations set forth in Paragraph 2 of Plaintiff's Complaint for the reason that Defendants are without sufficient knowledge to form a belief as to the truth or veracity of the allegations contained therein and therefore denies same.

21. Defendants admit the allegations set forth in Paragraph 21 of Plaintiff's Complaint specifically that the Agreement provides for the survival of financial obligations, however, Defendants deny the obligation of payment to Plaintiff in the amount of \$80,477.72.

22. Defendants deny the allegations set forth in Paragraph 22, of Plaintiff's Complaint.

COUNT I

23. - 28. These Defendants make no answer to the allegations in Count I as said allegations are not directed to these Defendants.

COUNT II

29. - 33. These Defendants make no answer to the allegations in Count II as said allegations are not directed to these Defendants.

COUNT III

34. - 36. These Defendants make no answer to the allegations in Count III as said allegations are not directed to these Defendants.

COUNT IV

37. Defendants reallege and incorporate their responses to Paragraphs 1

through 22 of Plaintiff's Complaint.

38. Defendants deny the allegations set forth in Paragraph 38 of Plaintiff's Complaint.

39. Defendants admit the allegations set forth in Paragraph 39 of Plaintiff's Complaint.

40. Defendants deny the allegations set forth in Paragraph 40 of Plaintiff's Complaint.

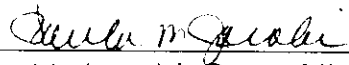
41. Defendants deny the allegations set forth in Paragraph 41 of Plaintiff's Complaint.

42. Defendants deny the allegations set forth in Paragraph 42 of Plaintiff's Complaint.

WHEREFORE, Defendants, WES RAVENS, GLEN RAVENS and LLOYD RAVENS, pray this Honorable Court enter an order dismissing Plaintiff's Complaint together with such other and further relief as in equity may be just and appropriate.

Respectfully submitted,

WES RAVENS, GLEN RAVENS and LLOYD RAVENS, Defendants

By 
Paula M. Jacobi, One of their Attorneys

Paula M. Jacobi
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STATE OF ILLINOIS)
)SS
COUNTY OF KANKAKEE)

CERTIFICATE OF SERVICE

I do hereby certify that a copy of the foregoing **ANSWER TO PLAINTIFF'S COMPLAINT** was mailed to:

J. Jeffrey Patton
Michael J. Grant
Tabet, DiVito & Rothstein, L.L.C.
The Rookery Building
209 S. LaSalle Street, 7th Floor
Chicago, Illinois 60604

this 27 day of September, 2005, in an envelope properly addressed and with postage prepaid by depositing said envelope in the United States Mailbox at 200 E Court Street, Kankakee, Illinois, on or before the hour of 5:00 o'clock p.m.

Melissa C. J. Lewis

Subscribed and sworn to before me
this 27 day of September, 2005.

Michelle L. Owensby
Notary Public

