

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

SHERWONNA BARRON,)	
)	
Plaintiff,)	
)	
v.)	No. 08 C 5153
)	
SINAI HEALTH SYSTEM,)	
)	
Defendant.)	

MEMORANDUM ORDER

Sinai Health System ("SHS") has filed its Answer to the employment discrimination Complaint filed against it by its ex-employee Sherwonna Barron ("Barron"). This sua sponte memorandum order is triggered by two problematic aspects of that responsive pleading.

In the main the Answer's flaw is a function of defense counsel's habit of following a particularized admission made pursuant to Fed. R. Civ. P. 8(b)(1)(B), with the sentence "SHS denies the remaining allegations in this paragraph." But the problem is that there seem to be no "remaining allegations" that have not been addressed by the earlier portions of those same paragraphs (see Answer ¶¶5, 6, 10, 11 and 21--Answer ¶14 is a closer call). Accordingly the quoted sentence is stricken from those paragraphs of the Answer.

One other unacceptable aspect of the responsive pleading is its third affirmative defense, which reads:

Plaintiff's discrimination claims are barred to the extent that they exceed the scope of the Charge of

Discrimination she filed with the EEOC.

"To the extent" is often a tipoff that the pleader has not complied with the notice pleading requirements that apply to defendants as well as to plaintiffs--how are Barron's counsel and this Court expected to divine just how SHS's counsel believe that Barron's current claims "exceed the scope" of her EEOC charge? Hence AD 3 is also stricken, but this time with leave granted to reassert that AD promptly by an amendment to the Answer (not a full-blown restated Answer) that identifies specifically the scope of the bar that SHS has asserted.



Milton I. Shadur
Senior United States District Judge

Date: December 3, 2008