



conclusions." Even if accurate, that characterization does not vitiate Village Discount's obligation to comply with Rule 8(b)(1)(B) as to all of the FAC's allegations--see App'x ¶2 to State Farm Mut. Auto. Ins. Co. v. Riley, 199 F.R.D. 276, 278 (N.D. Ill. 2001). What is confusing in this instance is whether the denials in those paragraphs are proffered because Carden's allegations are assertedly legal conclusions, or whether instead the denials relate (as they should) to the substance of the allegations.

Accordingly this Court strikes from each of the above-identified paragraphs of the Answer all references to "legal conclusions." Village Discount is granted leave to file an amendment to its Answer on or before August 5, 2009 as to any of those paragraphs regarding which it does not intend to assert an outright denial as such.

This limited memorandum order does not address the propriety of any of the Affirmative Defenses that have been included following the Answer. If and to the extent that Carden's counsel views any of them as flawed, that must be brought on by motion.



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Milton I. Shadur  
Senior United States District Judge

Date: July 28, 2009