

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

ANDREW GOESEL, et al., etc.,)	
)	
Plaintiffs,)	
)	
v.)	No. 09 C 4595
)	
BOLEY INTERNATIONAL (H.K.) LTD.,)	
et al.,)	
)	
Defendants.)	


MEMORANDUM ORDER

Boley International (H.K.) Ltd. ("Boley") and two codefendants collectively referred to as "Target" (Target Corporation and Target Brands, Inc.) have filed separate Answers in this product liability action. This memorandum order is issued sua sponte because of one problematic aspect of those responsive pleadings.

Each Answer's ¶¶28 through 34 contain the same defect (understandably so, because the same counsel is representing all defendants). They fail to conform to the disclaimer prescribed by Fed. R. Civ. P. ("Rule") 8(b)(5) as the predicate for getting the benefit of a deemed denial of the corresponding allegations in the Complaint--in that respect, see App'x ¶1 to State Farm Mut. Auto. Ins. Co. v. Riley, 199 F.R.D. 276, 278 (N.D. Ill. 2001).

Accordingly all those Answer paragraphs are stricken. Leave is granted, however, to file an amendment to each Answer (not a self-contained Amended Answer) on or before September 29, 2009 to

replace the stricken paragraphs. If the proper disclaimer can be advanced in the objective good faith required by Rule 11(b), that amendment can take the abbreviated form of stating the required disclaimer once and indicating that it is made applicable to each of specified allegations of the Complaint.



Milton I. Shadur
Senior United States District Judge

Date: September 21, 2009