

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

GULTEN BAEZ,)	
)	
Plaintiff,)	
)	No. 09 C 6270
v.)	
)	
ILLINOIS TITLE LOANS, INC.,)	
et al.,)	
)	
Defendants.)	

MEMORANDUM ORDER

In accordance with this Court's order, Eagle Empire Enterprises, Inc. ("Eagle Empire") has now filed its Answer to the Second Amended Complaint ("SAC") brought against it and Illinois Title Loans, Inc. by Gulden Baez ("Baez"). This memorandum order is issued sua sponte to correct one error in that responsive pleading.

Even though other Answer paragraphs conform to the disclaimer requirements of Fed. R. Civ. P. ("Rule") 8(b)(5), Answer ¶¶5 and 6 follow such conforming language with the phrase "and therefore denies the same" as to the disclaimed allegations of the SAC. That is of course oxymoronic--how can a party that asserts (presumably in good faith) that it lacks even enough information to form a belief as to the truth of an allegation then proceed to deny it in accordance with Rule 11(b)?

Accordingly the quoted phrase is stricken from each of those paragraphs of the Answer. In all other respects the Answer will stand (this does not of course preclude Baez from challenging any

other aspects of that responsive pleading).

A handwritten signature in black ink, reading "Milton I. Shadur". The signature is written in a cursive style with a large, prominent initial "M".

Milton I. Shadur
Senior United States District Judge

Date: March 29, 2010