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

JAY MAU, etc.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 10 C 1411
	)	
L.A. FITNESS INTERNATIONAL, LLC, etc.,	)	
	)	
	)	
Defendant.	)	

MEMORANDUM ORDER

L.A. Fitness International, LLC ("L.A. Fitness") has filed its Answer and Affirmative Defenses ("ADs") to the Class Action Complaint brought against it by Jay Mau. This memorandum order is issued sua sponte to address a few problematic aspects of that responsive pleading.

To begin with, Answer ¶5 follows an invocation of the disclaimer permitted under Fed. R. Civ. P. ("Rule") 8(b)(5) by adding "and therefore denies the same." 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 that paragraph of the Answer.

Next, Answer ¶8 follows what seems to be a comprehensive response to the allegations in Complaint ¶8 by adding:

> LAF denies the remaining allegations contained in paragraph 8 of the Complaint.

What "remaining allegations"? That belt-and-suspenders approach appears to add nothing but confusion, and the quoted sentence is stricken.

Finally, certain of the ADs are at odds with the concept embodied in Rule 8(c) and the caselaw--see also App'x ¶5 to State Farm Mut. Auto. Ins. Co. v. Riley, 199 F.R.D. 276, 278 (N.D. Ill. 2001). Thus AD 1 controverts Complaint ¶23, and it is stricken (L.A. Fitness loses nothing by that, given its denial in Answer ¶23). That is true of AD 3 as well, and it too is stricken.

Milton I. Shadur
Senior United States District Judge

Date: April 21, 2010