

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

ARTHUR FRIEDMAN,)	
)	
Plaintiff,)	
)	
v.)	No. 10 C 1458
)	
BAC HOME LOANS SERVICING, LP,)	
et al.,)	
)	
Defendants.)	

MEMORANDUM ORDER

BAC Home Loans Servicing, LP and BAC GP, LLC (collectively "BAC Home Loans," treated after this sentence as a singular noun) have filed their Answer and Affirmative Defenses to the Complaint brought against them by Arthur Friedman ("Friedman"). This brief memorandum order is occasioned by a single glitch in that responsive pleading.

Many of Friedman's allegations have been met with an invocation of the disclaimer provisions of Fed. R. Civ. P. ("Rule") 8(b)(5) that is entirely faithful to the formula prescribed by that Rule. But in a single instance (Answer ¶25) BAC Home Loans follows that formulation with the statement "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.

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

Milton I. Shadur
Senior United States District Judge

Date: April 22, 2010