

that filing did not play with all the cards in the deck--thus on pages 2 and 3 of their response counsel quoted the allegations of Complaint ¶¶11 through 17 verbatim, stopping short of at least three allegations that if true (as must be assumed for affirmative defense purposes) could serve as the basis for imposing personal liability on Lindenman and Chesser:

1. Complaint ¶18, which was admitted by Chesser, alleged that codefendant Lake County Metropolitan Enforcement Group ("MEG") had taken possession of Judge's vehicle at Chesser's direction.

2. When the seized vehicle began to accumulate fines after it had been taken away from Judge, fines unquestionably incurred as a result of MEG's usage of the vehicle, Complaint ¶25 alleges that Chesser told Judge to pay those fines himself. Again, although Chesser denies that, it must be accepted as true for affirmative defense purposes.

3. Lindenman has admitted the allegation of Complaint ¶28 that he himself used the vehicle post-seizure.

Despite such problems with the unbidden "Reply," this Court is reluctant to sanction defense counsel or their clients for advancing the effort that they did. Accordingly the debate between the parties as to the already-rejected affirmative

defense is at an end.

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: August 2, 2010