

previous "Affirmative Defense X" which was stricken on or about May 4, 2006. The additional paragraph adds nothing to clarify the affirmative defense.

25. Affirmative Defense XI is exactly the same as Plaintiff's previous "Affirmative Defense XI" that was stricken on or about May 4, 2006. Plaintiff this time added two exhibits of the "Buyers Guide" she received. However, these two exhibits contain the same information pertaining to the warranty. There is no evidence of the third "buyers guide" that Plaintiff refers to, attached to the pleading, so Plaintiff's facts are wholly unsupported. This affirmative defense failed the pleading standard previously, and therefore, must fail again.

26. Affirmative Defense XII comes to several conclusions of fact and law, stating "Buick and its counsel are basically contending they can tow every car on the street to a 'dealership,' then, collect 'storage fees,'..." This is a false statement about Defendant, not an affirmative defense. Plaintiff further asserts, "in Defendant's opinion and practice, the subject car was sold 'as is.'" Plaintiff is coming to factual conclusions about Defendant's beliefs and opinions, which is wholly unacceptable in an affirmative defense. Once again, Plaintiff failed to satisfy the pleading standard in Illinois.

27. Affirmative Defense XIII asserts several conclusions of fact and law. It quotes several employees of Defendant, with no basis. It also refers to a warranty that was supposedly checked "Warranty," yet there is no exhibit supporting this conclusion of fact. When ruling on a section 2-615 motion, the court may only consider the pleadings and documents incorporated into the pleading. *Barber-Colman Co.*, 236 Ill. App. 3d at 1068. Any facts used to support an affirmative defense must be either supported by