affidavit or attached to the pleading. *Bajwa*, 208 Ill. 2d at 431. Here, Plaintiff has done neither.

28. In Affirmative Defense XIV Plaintiff asserts that because Defendant is arguing that "implied warranty of the subject car was disclaimed at the time of purchase," Defendant is expressly violating the implied and written warranty under the Manuson-Moss Act. An affirmative defense must do more than offer evidence to refute properly pleaded facts in a complaint. *Pryweller*, 282 Ill. App. 3d at 907. Here, the Plaintiff is simply refuting properly pleaded facts, without offering any evidence in support thereof. This affirmative defense is substantially the same as Plaintiff's previous "Affirmative Defense XIII" which was stricken by this Court on or about May 4, 2006.

29. Affirmative Defense XV is almost exactly the same as Plaintiff's previously plead "Affirmative Defense XIV" which was stricken on or about May 4, 2006. Plaintiff has added an additional paragraph that merely refutes properly pleaded facts that appeared in Defendant's counterclaim. This is not a valid affirmative defense.

30. Affirmative Defense XVI fails to meet the correct pleading standard in Illinois. Illinois statutory and common law requires not only that a plaintiff articulate a plain and concise statement of facts to support its affirmative defenses, but also that they be either supported by affidavit or attached to the pleading. *Bajwa*, 208 Ill. 2d at 431. Plaintiff refers to websites, which are not attached. Plaintiff also comes to a conclusion of fact regarding a claim that Defendant supposedly made to Plaintiff, regarding the odometer, but there is no basis for Plaintiff's accusation. The facts constituting any affirmative defense must be plainly set forth in the answer or reply, so Plaintiff's affirmative defense fails the Illinois pleading standard. 735 ILCS 5/2-613.