

31. Affirmative Defense XVII alleges a violation of common law fraud, however it does not articulate the elements of such cause of action, nor does it provide explicit evidence to support such a claim. It comes to several factual conclusions, which are unsupported by evidence, such as “defendant definitely knew what the terms of the warranty [were] when the subject car was sold,” and “Buick intentionally provided misleading and deceptive statements on all of these material issues...” These allegations do not constitute an affirmative defense.

32. Affirmative Defense XVIII fails to meet the Illinois pleading standard, based on the fact that no elements of the claim are set forth or supported. It does not assert a new matter which defeats the counterclaim.

33. Affirmative Defense XIX again fails to satisfy the pleading standard in Illinois. Quite simply, Plaintiff has failed to assert sufficient facts to support the affirmative defense.

34. Accordingly, by virtue of the fact that each affirmative defense is not only inundated with legal conclusions, but also fraught with vague and incomprehensible verbiage, devoid of factual support—and that each deficiency, let alone all together, violates Illinois’ pleading standard—Defendant respectfully requests this Court strike Plaintiff’s Re-Pleaded Affirmative Defenses, with prejudice, as a matter of law.

CONCLUSION

WHEREFORE, for the above stated reasons, Defendant D’Andrea Buick, Inc. (erroneously sued as Napleton Buick, Inc.), prays that this Court enter an order striking all nineteen (19) of Plaintiff’s Re-Pleaded Affirmative Defenses to Defendant’s