Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, I

FILED
5/16/2023 4:26 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2022L010246
Calendar, I
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

30 DEGREE DESIGN, LLC, an Illinois limited liability company, BRAD BEHMER, an individual, and KENNETH MAYLE, an individual Plaintiffs, v. GP OPPORTUNITY FUND, LLC, an Illinois Limited Liability Company. Defendants.	)	No. 22 L 10246 Room 1906 Calendar I

DEFENDANT'S VERIFIED ANSWER AND AFFIRMATIVE DEFENSES

Now comes Defendant, GP OPPORTUNITY FUND, LLC, and for its Answer to Plaintiff's Complaint at Law states as follows:

1. Admit.

2. Admit.

3. Admit.

4. Admit

5. Admit.

6. The lease agreement speaks for itself, as such Defendant neither admits nor denies. To the extent an answer is required Defendant denies.

7. The lease agreement speaks for itself, as such Defendant neither admits nor denies. To the extent an answer is required Defendant denies.

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8. Admit.

9. Admit.

10. Admit.

11. Denied.

12. Denied.

13. Denied.

14. Denied.

15. Denied.

16. Denied.

17. Denied.

18. Denied.

19. Denied.

20. Denied.

21. Denied.

22. Denied.

23. Denied.

24. Denied.

25. Paragraph 25 contains the allegations of 1-24 above, to the extent an answer is required, Defendant Answers the same as above.

26. Defendant neither admits nor denies, to the extent an answer is required Defendant denies and demands strict proof thereof.

27. Admit.

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28. Denied.

29. Denied.

30. Denied.

31. Denied.

32. Paragraph 32 contains the allegations of 1-24 above, to the extent an answer is required, Defendant Answers the same as 1-24 above.

33. Defendant neither admits nor denies, to the extent an answer is required Defendant denies and demands strict proof thereof.

34. Denied.

35. Denied.

36. Denied.

37. Denied.

38. Denied.

39. Paragraph 39 contains the allegations of 1-24 above, to the extent an answer is required, Defendant Answers the same as 1-24 above.

40. Defendant neither admits nor denies, to the extent an answer is required Defendant denies and demands strict proof thereof.

41. Denied.

42. Admit that Defendant agreed to provide replacement lighting per the lease agreement which speaks for itself.

43. Denied.

44. The allegations in Paragraph 44 are insufficiently clear for Defendant to admit or

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deny, to the extent an answer is required, Defendant denies the allegation and demands strict proof thereof.

45. The allegations in Paragraph 45 are insufficiently clear for Defendant to admit or deny, to the extent an answer is required, Defendant denies the allegation and demands strict proof thereof.

46. Denied.

47. Denied.

48. Paragraph 48 contains the allegations of 1-24 above, to the extent an answer is required, Defendant Answers the same as 1-24 above.

49. Defendant neither admits nor denies, to the extent an answer is required Defendant denies and demands strict proof thereof.

50. Denied.

51. Denied.

52. Denied.

53. Denied.

54. Denied.

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Respectfully submitted,

GP OPPORTUNITY FUND, LLC

By: _____
One of its Attorneys

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VERIFICATION BY CERTIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth herein are true and correct.

5-15-23

Bryon Finke, GP Opportunity Fund, LLC

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AFFIRMATIVE DEFENSES

First Affirmative Defense – Failure to State a Claim

Plaintiff's claims are barred, in whole or in part, for failure to state a claim.

Second Affirmative Defense -- Ratification

Plaintiff's claims are barred, in whole or in part, by the doctrine of ratification. Plaintiff ratified the actions of which they now complain. Plaintiff had knowledge of the material facts of the disputed transactions and took positions and engaged in actions that were inconsistent with non-affirmation of them. These acts of ratification include, but are not limited to, Plaintiffs consent, approval and/or failure to object to taking possession of the leased premises, continued use and occupancy of the space, and acquiescence to the conditions therein.

Third Affirmative Defense – Consent/Waiver/Estoppel/Acquiescence

Plaintiffs' claims are barred, in whole or in part, by the affirmative defenses of consent, waiver, acquiescence and/or estoppel. Plaintiffs consented, acquiesced, took positions and engaged in conduct ,which are inconsistent with the positions they now take, and/or failed to timely object to them. These acts include, but are not limited to, taking possession, continued occupancy and use of the leased premises, and taking action to resolve claims asserted by third parties. Defendant reasonably relied on Plaintiffs' consent, waiver, acquiescence and failure to object to these actions and would suffer unfair prejudice if Plaintiffs are now permitted to challenge them.

Fourth Affirmative Defense – Plaintiffs' Own Acts

Plaintiff's claims are barred, in whole or in part, on grounds that some or all of the damages claimed by Plaintiffs were brought about by reason of its own acts, actions or negligence, including, but not limited to, destruction and damage to the property caused by Plaintiffs own

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acts, negligence or intentional acts; improper use of the premises, illegal operation of a public place of amusement, failure to provide Defendant with timely, accurate or complete information regarding the condition of the premises, and misrepresentation about the intended and continued use or occupancy of the premises, among other acts.

Fifth Affirmative Defense-Indemnification

Plaintiff's claims are barred, in whole or in part, on the grounds that they are subject to Section 16 of the Agreement, which provides for indemnification of Defendants for claims arising out of Plaintiffs' Possession, use, or misuse of the premises.

Respectfully submitted,

GP OPPORTUNITY FUND, LLC

By: _____
One of its Attorneys

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