

IN THE CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT  
KENDALL COUNTY, ILLINOIS

JAMES DOE,

Plaintiff,

v.

JOHN DENNIS HASTERT,

Defendant.

No. 2016 L 35

Electronically Filed

Transaction Id : 190258105

FILEDATE : 03/23/2017

Circuit Clerk Kendall Co.

*Ken Ingerson*

**DEFENDANT'S REPLY TO PLAINTIFF'S AFFIRMATIVE DEFENSES**

Defendant, John Dennis Hastert, through his counsel, Ellis Legal, P.C., pursuant to 735 ILCS §5/2-602 submits the following reply to Plaintiff's affirmative defenses to Defendant's counterclaim:

**I. Failure to State a Claim for Relief**

1. The claim for breach of contract fails to state a claim upon which relief can be granted in that it fails to allege full performance of the contract by Defendant/Counter-Plaintiff.

**ANSWER:** Plaintiff's affirmative defense should be stricken because it is not a proper affirmative defense, fails to plead sufficient facts and improperly states legal conclusions to which no answer is required. Answering further, denied.

2. The claim for unjust enrichment fails to state a claim upon which relief can be granted in that it fails to allege that Defendant/Counter-Plaintiff had no adequate remedy at law.

**ANSWER:** Plaintiff's affirmative defense should be stricken because it is not a proper affirmative defense, fails to plead sufficient facts and improperly states legal conclusions to which no answer is required. Answering further, denied.

## II. Impossibility of Performance

1. Hastert claims that Mr. Doe failed to keep the existence and subject matter of their agreement and his allegations of Hastert's misconduct confidential and therefore breached the agreement and was unjustly enriched.

**ANSWER:** Defendant denies that paragraph 1 constitutes a complete and accurate description of his counterclaim. Answering further, Defendant hereby incorporates his counterclaim which speaks for itself.

2. Hastert engaged in illegal conduct by failing to make proper disclosures in connection with withdrawing funds from his bank accounts in violation of banking law, rendering himself and the agreement between the parties the subject of a federal investigation.

**ANSWER:** Paragraph 2 fails to allege facts in support of Plaintiff's affirmative defenses (*see* 735 ILCS § 5/2-613(d)) but, rather, improperly states legal conclusions to which no answer is required. Answering further, Defendant, in his answer to the Complaint, has denied the existence of a valid and enforceable contract between he and Plaintiff but has alleged, in the alternative, that, to the extent an enforceable contract between he and Plaintiff is found to exist, Plaintiff breached that contract.

3. Hastert was the first to disclose his agreement to pay Mr. Doe to federal officials, but falsely accused Mr. Doe of extortion, an accusation he has since retracted.

**ANSWER:** In his answer to the Complaint, Defendant has denied the existence of a valid and enforceable contract between he and Plaintiff. Defendant has further argued that, to the extent a contract is found to exist, it violated public policy for the reasons set forth in Defendant's 735 ILCS §5/2-619 Motion to Dismiss.

4. Hastert's actions in committing banking law violations and in lying to federal investigators rendered performance of the confidentiality provisions of the agreement by Mr. Doe impossible in that he was legally compelled to answer federal investigators' questions truthfully and completely.

ANSWER: Paragraph 4 fails to allege facts in support of Plaintiff's affirmative defenses (*see* 735 ILCS § 5/2-613(d)) but, rather, improperly states legal conclusions to which no answer is required.

### III. Public Policy

1. Hastert asserts that because Mr. Doe answered federal investigators' questions truthfully and completely, he has breached the parties' agreement and been unjustly enriched.

ANSWER: Defendant denies that paragraph 1 constitutes a complete and accurate description of his counterclaim. Answering further, Defendant hereby incorporates his counterclaim which speaks for itself.

2. Illinois and the United States have recognized public policies of aiding government officials in criminal investigations.

ANSWER: Paragraph 2 fails to allege facts in support of Plaintiff's affirmative defenses (*see* 735 ILCS § 5/2-613(d)) but, rather, improperly states legal conclusions to which no answer is required.

3. In fact, cooperation is compulsory.

ANSWER: Paragraph 3 fails to allege facts in support of Plaintiff's affirmative defenses (*see* 735 ILCS § 5/2-613(d)) but, rather, improperly states legal conclusions to which no answer is required.

4. Hastert broke the law by failing to make proper disclosures in connection with bank withdrawals.

ANSWER: Paragraph 4 fails to allege facts in support of Plaintiff's affirmative defenses (*see* 735 ILCS § 5/2-613(d)) but, rather, improperly states legal conclusions to which no answer is required.

5. When these crimes were investigated by federal officials, he wrongfully accused Mr. Doe of extortion, a statement he has since retracted.

ANSWER: In his answer to the Complaint, Defendant has denied the existence of a valid and enforceable contract between he and Plaintiff. Defendant has further argued that, to the extent a contract is found to exist, it violated public policy for the reasons set forth in Defendant's 735 ILCS §5/2-619 Motion to Dismiss.

6. Mr. Doe was compelled to answer the questions of federal investigators truthfully and completely.

ANSWER: Paragraph 6 fails to allege facts in support of Plaintiff's affirmative defenses (*see* 735 ILCS § 5/2-613(d)) but, rather, improperly states legal conclusions to which no answer is required.

7. It would be a violation of public policy to allow Hastert to avoid his contractual obligations or recover on his claims on the grounds that Mr. Doe's truthful answers to investigators were a breach of the parties' agreement or resulted in Mr. Doe's unjust enrichment.

ANSWER: Paragraph 7 fails to allege facts in support of Plaintiff's affirmative defenses (*see* 735 ILCS § 5/2-613(d)) but, rather, improperly states legal conclusions to which no answer is required.

#### IV. Unclean Hands

1. As discussed above, Hastert violated banking laws precipitating a federal investigation.

ANSWER: Paragraph 1 fails to allege facts in support of Plaintiff's affirmative defenses (*see* 735 ILCS § 5/2-613(d)) but, rather, improperly states legal conclusions to which no answer is required.

2. He then lied to investigators and told them Mr. Doe was guilty of extortion, a statement he has since admitted was not true.

ANSWER: In his answer to the Complaint, Defendant has denied the existence of a valid and enforceable contract between he and Plaintiff. Defendant has further argued that, to the extent a contract is found to exist, it violated public policy for the reasons set forth in Defendant's 735 ILCS §5/2-619 Motion to Dismiss.

3. He now attempts to use Mr. Doe's resultant disclosures to federal investigators to justify not paying Mr. Doe the amounts he is owed under the parties' agreement.

ANSWER: Defendant denies that paragraph 3 constitutes a complete and accurate description of his counterclaim. Answering further, Defendant hereby incorporates his counterclaim which speaks for itself.

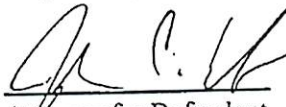
4. Hastert has unclean hands and should not be allowed to recover on his claim for equitable relief (unjust enrichment).

ANSWER: Paragraph 4 fails to allege facts in support of Plaintiff's affirmative defenses (*see* 735 ILCS § 5/2-613(d)) but, rather, improperly states legal conclusions to which no answer is required.

Wherefore, Defendant requests that this Court strike Plaintiff's Affirmative Defenses and enter judgment in his favor as requested in his Counterclaim, and for such further relief as the Court deems appropriate.

March 23, 2017

Respectfully submitted,

  
Attorney for Defendant


John C. Ellis (#6286102)  
ELLIS LEGAL P.C.  
250 S. Wacker Dr., Suite 600  
Chicago, Illinois 60606  
(312) 967-7629  
[jellis@ellislegal.com](mailto:jellis@ellislegal.com)

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CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on March 23, 2017, a true and correct copy of the foregoing document and Notice of Motion were served via email and U.S. Mail, postage pre-paid, upon the following:

Thomas E. Patterson  
Kristi L. Browne  
Jeffery Hagen  
The Patterson Law Firm, LLC  
One North LaSalle Street  
Suite 2100  
Chicago, IL 60602  
*Attorneys for Plaintiff*

  
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Attorney for Defendant