

4. The Receiver is not liable to E&J because the contracts and provisions on which he relies are void as against public policy.

5. The Receiver is not liable to E&J because the contracts and provisions on which he relies ceased to be in effect.

6. The Receiver is not liable to E&J because E&J's actions contributed to its damages.

7. The Receiver is not liable to E&J because E&J did not mitigate its damages.

8. The Receiver is not liable to E&J because there was failure of consideration.

9. The Receiver is not liable to E&J because its claims fail to state a claim upon which relief can be granted.

10. The Receiver is not liable to E&J because of E&J's fraud.

11. The Receiver is not liable to E&J because of E&J's bad faith.

12. The Receiver is not liable to E&J because of illegality.

13. The Receiver is not liable to E&J because of the doctrine of unclean hands.

14. The Receiver is not liable to E&J because of estoppel.

15. The Receiver is not liable to E&J because of waiver.

16. The Receiver is not liable to E&J because of release.

17. The Receiver is not liable to E&J because of payment.

18. The Receiver is not liable to E&J because of duress.

19. The Receiver is not liable to E&J because of laches.

20. The Receiver is not liable to E&J because the statute of frauds bars his claims.

21. The Receiver is not liable to E&J because the statute of limitations has run.

22. The Receiver reserves the right to amend his answer and state additional affirmative defenses based on facts discovered later in this case.

C. Prayer

23. For these reasons, the Receiver asks the court to do the following:

- a. Enter judgment that E&J take nothing.
- b. Dismiss E&J's claims with prejudice.
- c. Assess costs against E&J.
- d. Award the Receiver's attorney fees.
- e. Award the Receiver such other and further relief, general or special, at law or inequity, to which he might otherwise show himself entitled.

Respectfully submitted,

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ATTORNEYS FOR RECEIVER

CERTIFICATE OF SERVICE

A true and correct copy of this motion shall be served on all interested parties through the Court's electronic filing system.

/s/ Michael J. Quilling