

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
MUNICIPAL DEPARTMENT, FIRST DISTRICT

Yuling Zhan, )  
Plaintiff )  
V. ) No: 04 M1 23226  
Napleton Buick Inc )  
Defendant )

**PLAINTIFF'S FIRST SET REQUEST FOR ADMISSIONS**  
**FROM NAPLETON BUICK INC. ("BUICK")**

Plaintiff, YULING ZHAN hereby, pursuant to Rule 201 of Illinois Supreme Court, requests that Napleton Buick Inc. ("Buick") to respond to these Requests for Admissions within twenty-eight (28) days after service of this First Set Requests for Admissions.

1. Plaintiff has incorporated instructions into the first set of request for admission. See Exhibit A.
2. Under the definition of Magnuson Moss Act, Buick is a car dealer doing business in Chicago, County of Cook. Plaintiff is a consumer, and the car in dispute is a consumer product.
3. As a car dealership, Buick should have known it had to put Buyer's Guide on every used car it intended to sell, and the Buyer's Guide should provide the exact terms of warranty.
4. As a car dealership, Buick should have known it had to incorporate Buyer's Guide into every used car purchase order, and the Buyer's Guide should provide the exact terms of warranty.
5. As a car dealership, Buick should have known the exact terms of any warranty it intended to provide before, during and after the sale.

6. As a car dealership, Buick has the duty to inspect every car before sale.
7. As a car dealership, Buick should have known whether or not there was maintenance record on each used car it intended to sell, since, to say the very least, such information could be acquired free of charge or for a small amount of fee on the internet.
8. Buick fails to disclose the history and maintenance record of the subject car during the sale on September 4, 2003.
9. There were maintenance records on the subject car. The car in dispute (VIN 1FAFP53S0XG106195) was repaired on 07/05/2001, 05/21/2003 and 06/26/2003. The odometer reading on 06/26/2003 was 24514 miles. See <http://www.carfax.com> or <http://www.autocheck.com>. Buick failed to disclose such information during the sale.
10. In about one month from 05/21/2003 to 06/26/2003, the car was repaired twice. The previous owner sold the car after repair, and the odometer reading was 24514 miles on 06/26/2003. Buick failed to disclose such information during the sale.
11. On the purchase order, Buick claimed the odometer reading on 09/04/2003 was 24520 miles
12. Plaintiff has another car for years (VIN JT2AE94A7LZ126989), which has no maintenance record on the Internet.
13. Whether there is previous maintenance record is material for consumer purchase decision.
14. No customer would buy a used car with maintenance record shown on the Internet for personal use while she or he has another car, which has no maintenance record shown on the Internet.
15. Plaintiff or any other customers had no reason to buy a car from Buick if it did not offer similar or better incentive in price or warranty terms as compared to other dealer's.

16. At car dealership CarMax, for years, customers could get limited warranty (free of charge for repair in 30 days); also they could return a non-conforming car within 5 days. See <http://www.carmax.com>.
17. Plaintiff wrote a check in the amount of \$7812.67, and Buick cleared it the second day on September 5, 2003.
18. On September 4, 2003 after the sale, plaintiff called Buick and stated that the warranty paper was not included in the purchasing documents, Buick did not argue with plaintiff and immediately faxed plaintiff the front page of a "Buyer's Guide".
19. At about 60 miles/hr is the normal speed for highway traffic.
20. After the car stalled at highway speed on September 8, 2003, plaintiff or some body else noticed Buick immediately; asked Buick to tow back the car; expected to get her money back.
21. A fatal accident might occur when a car stalled at highway speed at about 60 miles/hr.
22. September 8, 2003 was the first day plaintiff drove the car to and from her new work in Chicago suburb. Plaintiff included such information in her court filings, and Buick did not dispute before November 23, 2005.
23. Buick towed back the car after it stalled at highway speed at about 60 miles/hr on September 8, 2003, and Buick kept in possession of the car ever since.
24. After September 8, 2003, possession of car key had no benefit for plaintiff except prevention from altering the car condition.
25. Buick believed or admitted that the subject car was defective when it towed back the car.
26. After knowing plaintiff's intent to revoke, Buick has a general duty to ask for immediate joint inspection.
27. After knowing plaintiff's intent to revoke, Buick had a general duty to preserve evidence for inspection.

28. Plaintiff sent Buick a fax and a letter on September 9, 2003, confirming her request in writing, demanding Buick to refund her money, and cover the related expenses.
29. In her fax and letter, plaintiff explicitly and specifically requested Buick to respond in writing by fax in three days in order to solve the problem within one week.
30. Sending fax is the fastest, the most economic, convenient and reliable way to communicate, especially for a business.
31. Ignoring plaintiff's request, Buick fails to fax plaintiff ever since, from September 9, 2003 to the present day.
32. Sending certified mail does not cost much, and it is the most reliable way to communicate with a mail proof. Buick had never sent plaintiff certified mail from September 9, 2003 to December 22, 2004.
33. It doesn't cause a lot of time and money to have a local telephone call. Buick did not and could not produce any record from a telephone company that indicated Buick had ever called plaintiff from September 10, 2003 to December 22, 2004.
34. On September 14, 2003 plaintiff stated in a letter sent to Illinois Attorney General's Office: "I told a salesperson that I needed a car to drive on the highway to go to work. I made it clear: The most important thing was safety, and what I needed was fair quality and fair price." Buick did not argue plaintiff's statement in its response to the same government agency
35. On September 14, 2003 plaintiff stated in a letter sent to Illinois Attorney General's Office: "Several salesmen showed me a 1999 Ford Taurus, and said, 'this car is still under warranty. There is only 24,000 miles. It is in excellent condition, absolute safe.' I said, 'since it is a used car, I would like to know if there was any collision or incident with this car.' Those salesmen said, 'no accident. Engine, transmission and everything are in excellent shape, very dependable.'" Buick did not argue plaintiff's statement in its undated response to the same government agency.
36. On September 14, 2003 plaintiff stated, in a letter sent to Illinois Attorney General's Office, "I asked them that if they had done mechanical check, they

said, "Yes. Mechanical check is done. It is a good car, safety is guaranteed." Buick did not argue plaintiff's statement in its undated response to that government agency.

37. After plaintiff wrote to the Illinois Attorney General's Office on September 14, 2003, in its undated response to the same government agency, Buick contended it would repair the car. Such statement shows that, at that time, Buick believed and admitted there were problems with the car, otherwise, there would be nothing for it to repair.
38. After plaintiff wrote to the Illinois Attorney General's Office on September 14, 2003, in its undated response to the same government agency, Buick did not mention whether or not the subject car was still under warranty.
39. On November 2, 2003, in her second letter to the Illinois Attorney General's Office, plaintiff pointed out Buick falsified a letter, which was addressed to plaintiff, and was allegedly dated September 10, 2003.
40. On November 2, 2003, in her second letter to the Illinois Attorney General's Office, plaintiff pointed out Buick's salesman claimed the subject car was under one-hundred-percent warranty, full warranty before she made purchase decision.
41. Buick had never required inspecting the car in dispute before the instant suit was filed on December 22, 2004.
42. On October 17 of 2003, Buick sent "Thank you" note to plaintiff and informed her the license plate was available. By this action Buick considered the transaction of the car in dispute was complete.
43. In October 17, 2003 letter, Buick did not address the issue on how to solve the problem --- In the letter, Buick did not demand the car keys, did not show intention to fix the car, did not require to inspect the car, did not respond to plaintiff's revocation notice.
44. In her court filings, plaintiff stated she called Ford Motor Company in October 2003, regarding the manufacturer's warranty and asked Ford's help to inspect the car. Buick knew such filings and did not dispute.

45. In August of 2004, Buick sent plaintiff advertisement material, inviting plaintiff to “trade in” the car in dispute. This action shows Buick considered the transaction in September 2003 had completed.
46. In August of 2004, Buick sent plaintiff advertisement material, inviting to “trade in” the car in dispute. In the mail Buick did not mention how to fix or inspect the car, Buick did not respond plaintiff’s revocation notice; Buick did not mention warranty terms of the subject car.
47. The car in dispute is under safety recall for dangerous defects of the front springs from Ford Motor Company.
48. On January 27 of 2005, on oath, Buick’s counsel provided false statement to the Court, while filing a single piece paper of NOTICE OF MOTION, claiming a motion was “previously served upon you,” while it was not.
49. On February 3 of 2005 the Honorable Judge ordered Buick to “do it all over again” because Buick’s counsel served plaintiff only one piece of paper of NOTICE OF MOTION without anything else attached.
50. On February 4, 2005, after the Court ruling, Buick’s counsel Ms. Elaine S. Vorberg (“Vorberg”) wrote plaintiff a letter. Ms. Vorberg used the word “Another” in that letter, but she certainly knew that not a single copy of the motion had been sent to plaintiff before.
51. Buick failed to serve its first motion to dismiss and strike on time upon plaintiff; also Buick claimed the motion was filed pursuant to a part of 735 ILCS 5/2-603. Buick did not mention 735 ILCS 5/2-615 anywhere in the motion.
52. On February 28, 2005 and thereafter, Buick’s counsels became interested in having keys of the car in dispute. Buick’s counsel Vorberg wrote two letters to plaintiff.
53. In her fist letter dated February 28, 2005, Ms. Vorberg indicated Buick and its counsel wanted to “enter the vehicle for the purpose of determining whether there is mechanical problem with the vehicle.” She provided no evidence whatsoever to support any possibility that the subject car had no mechanical problem during and after the sale.

54. On March 2 and March 14, 2005, in response to Vorberg's letters, in writing, plaintiff persuaded Vorberg not to provide false statement.
55. From September 9, 2003 to February 28, 2005 Buick had never doubted in any way the subject car was defective.
56. Both Buick and its counsel had no need to demand the car keys for the sole purpose of joint inspection with plaintiff --- Buick possessed the car and plaintiff had the key; both parties would certainly participate in the inspection process.
57. Both Buick and its counsel had no need to demand the car keys for the sole purpose of settlement negotiation.
58. Buick did not file a notice of a hearing before presenting an oral motion to require the car keys. Buick presented no written motion, no notice of motion and no certificate of service for the process.
59. When demanding car keys, Buick's counsel did not reveal their real motivation and intention in the open court.
60. Inspection of the subject car should be a part of discovery, for which Illinois Supreme Court Rule 201(k) requires a written motion to solve discovery dispute.
61. After September 8, 2003 plaintiff did not alter the car condition in any way. When Buick towed back the car, it was essentially in the same condition as that it was sold, mechanically and electrically.
62. On April 1, 2005, Buick's counsel, Ms. Elaine S. Vorberg received the car key from plaintiff via registered mail.
63. After April 1, 2005, Buick's counsel, Ms. Vorberg is the only person who knows where is the car keys at any moment, who uses the car keys and what has been done on the car when Buick and its counsel have possession of both the car and the keys.
64. On April 4, 2005 during a motion hearing, plaintiff stated she did not misuse the car. In open court, Buick's counsel, Ms. Vorberg concurred with plaintiff, by saying "that's right." Such statement from plaintiff is on the record in her Court filings. Buick and its counsel had never disputed before November 23, 2005.

65. Buick and its counsel have never asked the Court's permission for alteration of the car condition in any way.
66. Buick and its counsel have never asked plaintiff's consent for alteration of the car condition in any way.
67. In her Court filings, such as in the Motion To Strike, plaintiff stated: "On April 11, 2005, Buick wanted to start the car and take a ride." To this day Buick and its counsel have never disputed in their court filing or oral presentation.
68. On April 11, 2005 the odometer reading of the subject car was 24620 miles.
69. On April 11, 2005, Buick failed to start the car after using different chargers, and struggling with the vehicle for more than half an hour. Such statement from plaintiff is on the record in her Court filings. To this day Buick and its counsel have never disputed in their court filing and oral presentation.
70. On April 11, 2005, Buick and its counsel Ms. Vorberg did not ask plaintiff's permission while doing everything it wanted on the car.
71. On April 15, 2005, Buick's counsel, Ms. Vorberg filed an affidavit to the Court, identifying herself as a potential witness in the instant lawsuit.
72. On May 5, 2005, plaintiff submitted a proposed Amended Complaint to the Honorable Court. One month later on June 21, 2005, Buick filed a 13-page motion to dismiss and strike.
73. On May 17, 2005 Buick's counsel, Ms. Vorberg wrote a letter to plaintiff and proposed a settlement: "we hereby offer to repair the vehicle, putting into operable condition." Also she indicated that Buick and its counsel would file a counterclaim if plaintiff would not accept the offer.
74. In its June 21, 2005 motion to dismiss, Buick suggested there was no private cause of action under the Magnuson-Moss Act.
75. In its June 21, 2005 motion to dismiss, Buick suggested 15 U. S. C §2304(a) did apply for the instant suit.
76. At page 10 in its June 21, 2005 motion to dismiss, Buick argued under UCC plaintiff was not entitled to recover consequential damages.



77. On June 23, 2005, Buick filed a counterclaim, but it was not submitted on time as the Honorable Judge ordered.
78. On June 23, 2005, Buick did not file an Answer. Among other things in the counterclaim, Ms. Vorberg was demanding a Court Order, for permission to dispose the subject car before discovery.
79. In the "counterclaim", Buick requested to dispose the subject car, and demanded \$19,600 and more from plaintiff.
80. On July 12, 2005, plaintiff timely filed a Motion To Strike Buick's counterclaim, Buick failed to file a response ever since.
81. On July 12, 2005, Buick filed a Notice To Produce in the Court, and served discovery papers upon plaintiff, but discovery for the instant suit had not start yet.
82. On July 20, 2005, the Honorable Judge Michael Healy orally ruled that the case had to proceed and Buick' Motion to Dismiss was denied, Buick's counsel, Mr. Ryan Haas ("Haas") argued "No. We want to dismiss the case, " then, he requested another hearing. Such statement from plaintiff is on the record in her Court filings. To this day Buick and its counsel have never disputed in their court filing or oral presentation
83. On July 20, 2005, Honorable Judge Healy directed Buick to set a date for a 10:30 am hearing he would preside. On July 21, 2005, Mr. Haas filed the same old motion to dismiss again to the Court, and chose a date for a 10:00 am hearing instead, for which some other Judge would preside.
84. On August 3, 2005, Mr. Haas and plaintiff attended an Arbitration hearing. Mr. Haas presented Ms. Vorberg's two letters to the Arbitration Panel as "evidence", which were addressed to plaintiff, also he submitted plaintiff's exhibits as Buick's "evidence."(E1 and E2 in the Amended Complaint).
85. Mr. Haas submitted three piece of "evidence" in total to the Arbitration Panel Buick's counsel did not inform plaintiff that they had the intention to submit such materials during arbitration.

86. Before the arbitration, Buick had not filed an Answer to plaintiff's Amended Complaint yet.
87. During arbitration, among other things, Mr. Haas contended "We don't know plaintiff rented cars for three months." Such statement from Haas is on the record in plaintiff's Court filings. To this day Buick and its counsel have never disputed in their court filing or oral presentation
88. Plaintiff did incorporate all the car rental receipts in her Complaint and Amended Complaint.
89. During arbitration Mr. Haas did not present the counterclaim to the Arbitration Panel. He did not submit any document related to the counterclaim during arbitration.
90. During arbitration, other than the Arbitration Panel and plaintiff, Mr. Haas was the only participant.
91. On August 24, 2005, another Buick's counsel admitted in the open court that Buick did not present the "counterclaim" to the Arbitration Penal.
92. On October 7, 2005, plaintiff filed a Motion To Disqualify And/Or Sanction, To this day Buick and its counsel have never submitted written objection, and they have never disputed the facts listed in plaintiff's motion.
93. On October 11, 2005, during an Intake and Case Management Conference held at 9:00 a.m. in Court Room 1304, Vorberg insisted on setting a trial date and provided statement in open court by asserting "All discovery is closed for this case." Such statement is on the record in plaintiff's Court filings. To this day Buick and its counsel have never disputed in their court filing or oral presentation
94. On October 11, 2005, after Honorable Judge Lewis asked defendant to present a witness list for trial; Vorberg wrote down a single name of a person. Such statement is on the record in plaintiff's Court filings. To this day Buick and its counsel have never disputed in their court filing or oral presentation
95. On October 11, 2005, after failing to obtain an order on trial date, a few minutes later, Vorberg provided other fraudulent statement to the Court, by contending "Plaintiff's motion for correction and clarification is still pending," "Plaintiff's

motion for reconsideration is still pending. “ Such statement from plaintiff is on the record in her Court filings. To this day Buick and its counsel have never disputed in their court filings or oral presentation.

96. On October 11, 2005, in front of Honorable Judge Lewis in Court Room 1304, Vorberg was very well aware of that plaintiff’s motion for reconsideration, motion for correction and clarification were not pending.
97. On October 11, 2005, in front of Honorable Judge Lewis in Court Room 1304, in a Intake Form, Ms. Vorber wrote down the case was assigned to Court Room 1307 instead, for which another Judge would preside.
98. On October 11, 2005, Honorable Judge Lewis indicated that she needed a certification about the case status from Court Room 1501. Half an hour later at a hearing in Honorable Judge Johnson’s chamber room, Ms. Vorberg presented an old motion to dismiss one more time, the same one which defendant had filed to the Court twice already. Such statement from plaintiff is on the record in her Court filings. To this day Buick and its counsel have never disputed in their court filings and oral presentation
99. In Honorable Judge Johnson’s chamber room, Vorberg argued that Buick needed Judge Healy, who was in vacation, to clarify an order he entered on August 8, 2005. Later Vorberg drafted a Court Order and set a hearing date for which Judge Healy would preside. Such statement from plaintiff is on the record in her Court filings. To this day Buick and its counsel have never disputed in their court filings and oral presentation
100. Buick’s counsel drafted every Court Order related to Buick after each hearing. On October 11, 2005, Ms. Vorberg needed nothing to clarify.
101. Ms. Vorberg has access to the court computer system as everybody does. On October 11, 2005, She needed nothing to clarify.
102. Ms. Vorberg knew the titles and dates the orders were issued. On October 11, 2005, She needed nothing to clarify.
103. On October 11, 2005, when Ms. Vorberg was still seeking a ruling in her favor from Honorable Judge Johnson, she certainly knew there was no written order

on Buick's Motion to Dismiss on August 8, 2005. Ms. Vorberg needed nothing to clarify on October 11, 2005.

104. During a scheduled hearing on October 20, 2005, in front of Honorable Judge Healy, Ms. Vorberg and Mr. Haas did not mention clarification for anything at all.

105. In front of Honorable Judge Michael Healy, Vorberg asserted that the case was ready for trial, but she moved for leave to withdraw jury trial demand. Such statement from plaintiff is on the record in her Court filings. To this day Buick and its counsel have never disputed in their court filings and oral presentation

106. When requesting withdraw of jury demand, Ms. Vorberg and Mr. Haas did not file a motion, did not serve a notice of hearing and certificate of service upon plaintiff on this specific issue.

107. According to the Court Order issued on September 23, 2005, as it says in part: "All other motions shall be presented in the assigned trial room," which meant Buick's counsel should present the motion to withdraw jury demand in Court Room 1304, not in Court Room 1501.

108. According to the Court Order issued on September 23, 2005, it means that if jury trial were the only concern for Vorberg, she had to present a motion to withdraw the jury demand in Court Room 1304, where she attended a conference and a hearing before Honorable Judge Lewis, and Vorberg had ample opportunity to do so, but she didn't say a word on this issue, then and there.

109. On October 20, 2005, during a hearing presided by Honorable Judge Michael Healy, Buick's motion to dismiss was stricken, and a written Court Order was issued.

110. After Buick's motion to dismiss was stricken on October 20, 2005, Buick and its counsel did not file any paper in Court for leave to reconsider or clarify the order, did not file any paper in Court for leave to file another motion to dismiss, did not file any paper in Court for leave to file an Answer to plaintiff's Complaint.

111. On October 25, 2005, plaintiff filed a Motion To Sanction Defendant's Counsel Ms. Elaine S. Vorberg For Her Recent Misconduct, Buick's counsel have never submitted a written objection, and to this day Buick counsel have never disputed the facts listed in plaintiff's motion.
112. On November 2, 2005, Buick submitted Court Room 1307 Intake Sheet to the Court, which included At Trial Only The Following Witness Will Testify and .At Trial Only The Following Exhibits Will Be Used For Any Purpose Whatsoever.
113. At the November 2, 2005 hearing, Honorable Judge directed that Intake And Case Management Conference would be held on November 8, 2005, plaintiff should submit Intake Sheet For Court Room 1307, then and there, and hearing on pending motions would be held.
114. During November 8, 2005 conference, Mr. Haas contended Buick's motion to dismiss was still pending because it had been stricken "without prejudice." Such statement is on the record in plaintiff's Court filings. To this day Buick and its counsel have never disputed in their court filing or oral presentation

Respectfully submitted,

\_\_\_\_\_  
(Plaintiff's Signature)

\_\_\_\_\_  
( Date )

Yuling Zhan

3121 S. Lowe Ave.

Chicago, IL 60616

Tel: (312) 225-4401