

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

Yuling Zhan,)
Plaintiff)
V.)
Napleton Buick Inc. et. al.) No: 04 M1 23226
Defendants)

SECOND AMENDED COMPLAINT

INTRODUCTION

Plaintiff, Yuling Zhan, files charges against Napleton Buick Inc. (“Buick”), and claims as follows:

- Count I. Buick is in violation of Magnuson-Moss Act 15 U. S. C §2301 et. seq. while playing tricks with the Buyer’s Guide of a used vehicle.
- Count II. Buick is in violation of Magnuson-Moss Act 15 U. S. C §2301 et. seq., Exclusion or Modification of Warranties, 810 ILCS 5/2-316, and Express Warranties 810 ILCS 5/2-313.
- Count III. Buick is in violation of Magnuson-Moss Act 15 U. S. C §2301 et. seq. and Implied Warranty of Merchantability UCC 810 ILCS 5/2-314 and 810 ILCS 5/2-315.
- Count IV. Buick is in violation of Magnuson-Moss Act 15 U. S. C §2310(d), Revocation of Acceptance, UCC 810 ILCS 5/2-601 et. seq. and 810 ILCS 5/2-701 et. seq..
- Count V. Buick is in violation of the Illinois Consumer Fraud and Deceptive Business Practice Act 815 ILCS 505/2 et seq.
- Count VI. Buick is liable for common law fraud.

Count VII. Buick negligently inflicts emotional distress to Plaintiff.

Count VIII. Buick intentionally inflicts emotional distress to Plaintiff.

Count IX. Buick in Violation of Vehicle Information and Cost Savings Act (“MVICSA”), 49 U. S. C. § 32701 et seq.; its regulations and State law 625 ILCS 5/3-112.1

Count X. Buick Inc. committed Fraud Upon Tribunal

At the same time, Plaintiff, Yuling Zhan, files charges against Ford Motor Company (“Ford”), and claims as follows:

Count XI. Ford Motor Company is in violation of Magnuson-Moss Act, 15 U. S. C §2301 et. seq. by its failure to honor written warranties.

Count XII. Ford is in violation of Magnuson-Moss Act, 15 U. S. C §2301 et. seq., by breaching Implied Warranty of Merchantability, which is governed by UCC 810 ILCS 5/2-314.

JURISDICTION AND VENUE

The jurisdiction and venue is proper pursuant to 735 ILCS 5/2-209, since the transaction and events that gave rise to Plaintiff’s claims took place in the Cook County of Illinois.

PARTIES

1. Plaintiff Yuling Zhan, an adult resident of Cook County, Illinois, on September 4, 2003, purchased a used 1999 Ford Taurus manufactured by Ford from Buick. A copy of the purchase order is attached as Exhibit A. The car stalled at highway speed on the first day Plaintiff drove it to and from work. Buick towed back the car and had possession of the car ever since.

2. Buick is a merchant of used vehicles in that it regularly engages in the sale of used vehicles. Buick is doing business at 7051 S Western Ave, Chicago, IL 60636. In the instant suit, Buick is represented by Ms. Elaine S Vorberg, Mr. Ryan Haas, and four others from Childress Duffy Goldblatt, Ltd, their names are known or unknown to Plaintiff, because Buick objected to provide some names for its counsel during discovery.
3. Ford is selling its products in Illinois and nationwide, with its headquarter at P. O. Box 1904, Dearborn, MI-48121, having sales and service representatives in Illinois, and registered agent in the County of Cook of Illinois.

STATEMENT OF FACTS

4. At the dealership on September 4, 2003, Plaintiff told Buick she needed a reliable used car, going to work everyday, because she just found a new job, starting on September 8, 2003, in the suburb, far away from Chicago.
5. Driving safety is the major concern when Plaintiff decided to buy another car.
6. Buick at the time of the sale knew that Plaintiff was relying on its skill or judgment to select, mechanically check out a used car for such particular daily transportation purpose.
7. Several salesmen at Buick showed the Ford Taurus and claimed, "This car is still under warranty. There is only 24,000 miles. It is in excellent condition, absolutely safe. No accident. Engine, transmission and everything are in excellent shape, very dependable." When saying this, four or five Buick employees were present, surrounding Plaintiff.
8. Buick failed to produce maintenance record of the car at plaintiff's request.
9. Plaintiff specifically asked why previous owner sold the car, while the mileage was low. "Some people get rich, God blessed them." A salesman replied.
10. There was a Buyer's Guide on the Ford Taurus window, only "warranty" box was checked; no other detailed information was provided.
11. Buick failed to make available, prior to sale, the terms of any written warranty offered with the sale.

12. Buick failed to disclose the content of the warranty with intent, and in such manner that plaintiff relied on the omission, since salesmen at Buick claimed this Ford Taurus was under one-hundred-percent, full warranty.
13. Plaintiff asked salesmen at Buick to do mechanical check on the car.
14. Sometime later, Buick told plaintiff that the car was ready to go. And its salesmen added, "Mechanical check is done. It is a good car, safety is guaranteed."
15. Plaintiff wrote a check to Buick in the amount of \$7812.67 on September 4, 2003.
16. At the dealership, Buick intentionally failed to provide the warranty paper. When Plaintiff noticed there was no warranty paper in the sale documents, she called Buick from home and noticed Buick immediately.
17. At Plaintiff's request, Buick faxed a warranty paper to Plaintiff, which was dated as September 2 of 2003. The date was two days before the sale. Most importantly, the content of the warranty was changed. See Exhibit B.
18. After Buick changed the content of the warranty (it became 50% parts; 50% labor in 30 days), it would not worth a penny, because Buick could inflate service price at will, also Buick could refuse to respond in 30 days as it did.
19. If the Buyer's Guide showed 50% parts; 50% labor in 30 days without other incentives prior to the purchase, Plaintiff would not buy the used car in dispute, because she could get a much better deal from some other dealers such as CarMax, where at least she could return a non-conforming car within 5 days. See <http://www.carmax.com>.
20. Plaintiff's check was cleared by Buick the second day of the purchase on September 5, 2003;
21. On Monday, September 8 of 2003, the engine of the car stalled when plaintiff drove it the first day going to and from work on the highway at speed of about 60 miles/hr. It was an extremely scaring moment.
22. Fatal accident might occur under such circumstances. No one wants such experience, and no one will be lucky all the time. Engine stall at highway speed could cause deaths or serious bodily injury.

23. The engine of the car suddenly stalled within 100 miles drive at most after the sale, while the car was running at highway speed.
24. Buick has an obligation to inspect and test every car before putting into the market, but it fails.
25. It is unacceptable this happened after several salesmen at Buick claimed they had a thorough mechanical check during the sale on the car.
26. It is unacceptable this happened with a car of this age, mileage and price. Ford also has the obligation to check out any possible fatal flaw or defect in its design and manufacture process.
27. It is apparent the 1999 Ford Taurus is not in a reasonably safe condition as Buick claimed “absolutely safe”, “safety is guaranteed”. There must be severe defects, which substantially impair the operation and value of the car to Plaintiff.
28. The engine would not start again. Plaintiff was still far away from home in the later evening.
29. Although plaintiff could not sleep at that night, she had to rent a car going to work the next morning.
30. As a car dealer, Buick should have known there were extensive maintenance records on this Ford Taurus. Related information could be checked out on the Internet. Buick had much better knowledge than that.
31. It is apparent this Ford Taurus is not in reasonably safe condition and is not substantially free of defects that impair its operation.
32. It is apparent this Ford Taurus did not perform up to the level reasonably expected of a car of the same age, mileage and price.
33. Buick’s failure to disclose maintenance record is a material omission and concealment in that Plaintiff would not have purchased the vehicle had she known of this information.
34. Buick failed to disclose the maintenance record with intent and in such manner that plaintiff relied on the omission and concealment.
35. Plaintiff has another car for years (VIN JT2AE94A7LZ126989). Its record is much better than that of the car in dispute on the Internet. Plaintiff would

never make the purchase if Buick did not affirmatively state that the Ford Taurus was in excellent shape, and had no maintenance record.

36. Buick failed to have a thorough inspection and test before the sale and faked the mechanical check up during the sale and in such manner that Plaintiff relied on its false statement.
37. Plaintiff noticed Buick immediately after the stalling, asking Buick to tow back the car, and expecting it to refund the money and cover the related expenses.
38. Plaintiff did not misuse the car. It was in essentially the same condition as when delivered, luckily, no fatal accident occurred when the engine stalled.
39. Buick towed back the 1999 Ford Taurus, and the car has been in Buick's possession ever since.
40. On September 9, 2003, Plaintiff sent Buick a fax and a letter, repeated and confirmed the request for refund in writing. See Exhibit C.
41. In her letter and fax, Plaintiff asked Buick to reply in writing by fax within three days.
42. After sending the letter and fax in more than one month, there was no response from Buick whatsoever, regarding how to solve the problem.
43. Plaintiff had to rent a car, going to work, because of Buick's failure to respond.
44. On September 14, 2003 Plaintiff sent a letter to the Attorney General Office. See Exhibit D.
45. In its undated response to the Attorney General Office, Buick provided deceptive statement as following: "We tried to response by phone and also with the enclosed letter, dated September 10, 2003." See Exhibit E.
46. Buick has the obligation to explain what "We tried to response by phone" means.
47. Plaintiff has never received the September 10, 2003 letter Buick claimed it had sent.
48. Buick has the burden to prove "We tried to response by phone and also with the enclosed letter, dated September 10, 2003" with evidence.

49. There is no telephone call from Buick after Plaintiff sent the fax and letter, requesting for refund, this could be check out from telephone company. Buick provided false statement in its response to the Illinois Attorney General Office.
50. Buick falsified the so-called "September 10, 2003 letter" for deceptive purpose, which was incorporated in its response to the Illinois Attorney General Office.
51. In the fax dated September 9,2003 Plaintiff specifically asked Buick to respond by fax within three days in order to solve the problem in one week.
52. Plaintiff has never received any telephone call from Buick after sending Buick the letter and fax dated September 9, 2003. Even if Buick really wrote a letter dated September 10, 2003, which is unlikely, it would not take a lot of effort or time to call Plaintiff.
53. Plaintiff did not receive any fax from Buick after September 9, 2003. Even if Buick really wrote a letter dated September 10, 2003, which is unlikely, it would not take a lot of effort or time to fax it.
54. For more than fifteen months, Plaintiff did not receive any certified mail from Buick after September 9, 2003. Even if Buick really wrote a letter dated September 10, 2003, which is unlikely, it would not cost a lot to send it via certified mail.
55. On September 19, 2003 Plaintiff received a "Thank You" postcard from Buick. It did not mention how to solve the problem. It is unconceivable Buick could send plaintiff a formal letter dated September 10, 2003.
56. On October 17, 2003 Buick sent out anther "Thank you" note, asking Plaintiff to pick up the license plate. See Exhibit F. Once again, Buick did not mention how to solve the problem. It is a further proof that Buick did not send Plaintiff a formal letter dated September 10, 2003.
57. In letters sent to Illinois Attorney General, Plaintiff pointed out: September 10 letter presented by Buick was falsified for deceptive purpose, Buick never argued this fact.

58. After Buick changed the content, (it became a limited warranty within 30 days), the “warranty” does not mean anything, because Buick did not respond to Plaintiff’s request within 30 days.
59. Buick chose to keep silence and inaction until the Illinois Attorney General Office demanded a response. At that time, 30 days already passed from the date of the sale.
60. Buick failed to respond Plaintiff’s request directly by fax, telephone call or certified mail; such inaction showed Buick had no intention to honor its “warranty” from the very beginning. This constitutes false representation that a vehicle was sold with a warranty.
61. Buick provided false statements about the car’s condition, played tricks with Buyer’s Guides during the sale. The car stalled at highway speed, fatal accident might occur. These are already too much for any reasonable consumer to tolerate.
62. After contacting the Illinois Attorney General Office, Plaintiff received a response. See Exhibit G.
63. After Buick provided false statement to the Illinois Attorney General Office, Plaintiff has no reason to trust Buick in anything. Further, Buick already failed to inspect and test the car, and faked the mechanical check up; Plaintiff has no reason to trust Buick has the intention and ability to fix the car.
64. There were a lot of complaints of 1999 Ford Taurus on the Internet, regarding transmission, suspension, rust, fuel sensor, wheel bearing, head gasket etc. Both Ford Motor Company and Buick should have known of these problems. Also they should have known the maintenance record of this specific car but tried to conceal or failed to disclose.
65. There were several recalls on 1999 Ford Taurus before 2003 according to the information on the Internet, which Ford and Buick should have known. Buick failed to disclose such information at the time of sale. Even right now Plaintiff has no way to make sure whether the car had been recalled before 2003.
66. Ford’s vehicles have a history and propensity of highway speed stalling. In 2000, a California judge issued an order regarding claims that various Ford

models stalled when an engine-mounted device overheated, which Ford and Buick should have known this landmark lawsuit.

67. The California case reveals Ford tried to save \$4 for each car by mounting a device near the hottest part of the engine block, but put product safety in jeopardy. Also such dangerous defect in about 23 million vehicles is very hard to detect for experts outside Ford Motor Company.
68. The car in dispute (VIN 1FAFP53S0XG106195) was repaired on 05/21/2003 and 06/26/2003. The odometer reading on 06/26/2003 is 24514 miles. Apparently, both repair attempts had failed. See <http://www.carfax.com>, or <http://www.autocheck.com>.
69. The previous owner had the car repaired on 06/26/2003, then, sold the car, with only 6 miles add to the mileage. The car was definitely NOT in excellent shape as Buick claimed, and the previous owner had a good reason to get rid of a car with dangerous defects, which Buick knew or should have known, but tried to conceal.
70. The electrical system of the car in dispute was repaired on 07/05/2001, long before the manufacturer's warranty expired, the problem had never been solved; it became worse and worse. The car stalled at highway speed within 106 miles drive after previous service.
71. The previous owner is supposed to have the car repaired at a Ford certified dealership. Ford has a much better knowledge on the car's history, maintenance and condition than any other party else.
72. If Buick provided such information of maintenance, Plaintiff would never make a purchase on the car in dispute.
73. Ford vehicles had a history of engine abrupt stall at different speeds. In 2004, Ford recalled 363440 Escape sport utility vehicles to fix a problem that can cause the engine to stall at speeds under 40 mph.
74. Plaintiff contacted Ford Motor Company; its representatives provided little help and information. Many Ford product owners complain on the Internet not only its product, but also how Ford deals with its customers.

75. In August of 2004, Plaintiff received a safety recall notice from Ford. It says the front coil springs of the 1999 Ford Taurus could potentially fracture and come in contact with a tire, "the tire may rupture resulting in a rapid air loss, which could increase the risk of a crash without warning." See Exhibit H.
76. Ford cut cost in design and manufacture by choosing cheaper material of the front coil springs, but jeopardized product safety. Otherwise the recall is not necessary. The defect has potential fatal consequences.
77. According to [http:// www.autosafety.org](http://www.autosafety.org), in 1993 and 1998, Ford Tauruses and Sables already had massive recalls because of corrosion defects, which caused brake rotor hub failure and sub-frame mount failure.
78. As a car dealer, Buick should know Ford's massive recall on about one million 1999 Ford Taurus and Sables sold in North America. Buick sold Plaintiff a 1999 Ford Taurus, but failed to do anything about it.
79. In 2003, for three months Plaintiff had to rent a car, going to work. In 2004 Plaintiff had to take train and bus, then walk, going to work. It would take four to five hours every day. It is an experience of inconvenience, embarrassment and humiliation.
80. Plaintiff received a notice of repair delay regarding the safety recall from Ford in January of 2005, after the instant suit was filed. See Exhibit I. It indicates, even at this moment, there are still a lot of dangerous Ford vehicles on the road, because service parts are still not available. For Plaintiff, the Safety Recall had already failed its essential purpose long time ago.

DAMAGES

81. Plaintiff suffers damages in the following respects:
 - a. Costs in purchase order and invoice for 1999 Ford Taurus, \$7812.67
 - b. Cost in 1999 Ford Taurus insurance premium, \$229.00 (See Exhibit J)
 - c. Cost in car rental fees for three months, \$2747.66. (See Exhibit K)
 - d. Damages in emotion distress: negligent infliction \$ 5000; intentional infliction: \$ 10000;
 - e. Prior judgment interest.

- f. Legal fees to file and sustain the lawsuit, attorney fees if Plaintiff retains a lawyer when necessary;
- g. Further relief as the Court may deem just and proper.

COUNT I

- 82. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 81 of this amended complaint.
- 83. Buick failed to include material information on the Buyer's Guide in display before the sale; failed to incorporate the Buyer's Guide into the contract, modified its content after the sale. These conducts violate Magnuson-Moss Act and FTC rules.

WHEREFORE, Plaintiff demands judgment for Count I against Buick for damages, other legal and equitable relief deemed to be just and equitable.

COUNT II

- 84. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 83 of this amended complaint.
- 85. Buick checked out "warranty" box on the Buyer's Guide only, stated the car in dispute had full warranty, one hundred percent warranty. But Buick changed the content of Buyer's Guide later. Without a lawsuit Buick has no intention to honor any warranty. Buick breached and modified written and expressed warranties of a used vehicle. These constitute violation of Magnuson-Moss Act, and Exclusion or Modification of Warranties 810 ILCS 2-316.
- 86. Buick knew the maintenance record of the car, but chose to conceal it, failed to inspect and test the car before the sale, faked the mechanical check up during the sale, but affirmatively informed Plaintiff "Engine, transmission and everything are in excellent shape, very dependable" "It is a good car, safety is guaranteed." Each of these misrepresentations constitutes violation of Express Warranties 810 ILCS 5/2-313.

WHEREFORE, Plaintiff demands judgment for Count II against Buick for damages, other legal and equitable relief deemed to be just and equitable.

COUNT III

87. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 86 of this amended complaint.
88. The car in dispute has multiple dangerous defects. It did not conform to what it was represented to be, stalled at highway speed of about 60 mph, within dozens of miles drive, it did not fit to ordinary use of a vehicle. Buick is in violation of Magnuson-Moss Act 15 U. S. C §2301 et. seq. and Implied Warranty of Merchantability 810 ILCS 5/2-314.
89. At time of the sale, Buick knew Plaintiff needed a reliable car, going to and from work far away from home, and Plaintiff was relying on Buick's skill or judgment to select a suitable car. But the car stalled at highway speed on the first day Plaintiff actually used it. This is a violation of Magnuson-Moss Act and Implied Warranty of Fitness for Particular Purpose 810 ILCS 5/2-315.

WHEREFORE, Plaintiff demands judgment for Count III against Buick for damages, other legal and equitable relief deemed to be just and equitable.

COUNT IV

90. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 89 of this amended complaint.
91. The car in dispute has multiple dangerous defects, which substantially impair its value. Plaintiff lost faith not only in the car but also the way Buick was doing business.
92. After the car stalled at highway speed, Plaintiff informed Buick immediately, Buick towed back the car. Plaintiff intended to cancel the sale and requested immediate response, Buick failed to contact Plaintiff directly and showed no intention to solve the problem in any way. For more than fifteen months. Buick has been willfully dilatory or careless and negligent in complying with

its obligation. This constitutes a violation of Magnuson-Moss Act 15 U. S. C §2310(d), UCC 810 ILCS 5/2-601 et. seq. and 810 ILCS 5/2-701 et. seq.

WHEREFORE, Plaintiff demands judgment for Count IV against Buick for damages, other legal and equitable relief deemed to be just and equitable.

COUNT V

93. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 92 of this amended complaint.
94. By playing tricks with the “Buyer’s Guide”; concealing maintenance records, misrepresenting the vehicle condition, Buick intended the Plaintiff to rely on the deception. Such conducts are unfair and deceptive and constitute an improper concealment, suppression, or omission of material facts in violation of CFA, 815 ILCS 505/2. As a direct and proximate result of Buick’s aforementioned violation, Plaintiff suffered damages including but not limited to the substantially reduced value of the purchased vehicle.

WHEREFORE, Plaintiff demands judgment for Count V against Buick for damages, other legal and equitable relief deemed to be just and equitable.

COUNT VI

95. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 94 of this amended complaint.
96. During the sale Buick misrepresented a used vehicle condition, provided deceptive statements regarding warranty and mechanical check-up. Buick had perfect knowledge of all the falsity and had the intent to deceive. Plaintiff relied on Buick’s skill and judgment when making the decision of purchase. Plaintiff suffered damage as a result of the reliance. Further, the sale of the vehicle after its maintenance record was known and without disclosure of related problems also constituted willful and malicious fraud on the purchasers.

WHEREFORE, Plaintiff demands judgment for Count VI against Buick for damages, other legal and equitable relief deemed to be just and equitable.

COUNT VII

97. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 96 of this amended complaint.
98. Buick negligently inflicted emotional distress to Plaintiff, by its failure to thoroughly inspect and test the car before the sale, by its failure to properly perform mechanical check up during the sale. As a result of Buick's negligence of its duty, Plaintiff suffered scare, aggravation, inconvenience, humiliation and emotion distress.

WHEREFORE, Plaintiff demands judgment for Count VII against Buick for damages, other legal and equitable relief deemed to be just and equitable.

COUNT VIII

99. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 98 of this amended complaint.
100. Buick intentionally inflicted financial hardship and emotional distress to Plaintiff, by towing back the car and keeping the money for more than fifteen months, by ignoring Plaintiff's request, sending "Thank You" notes to Plaintiff. Further, Buick falsified a "September 10, 2003 letter" addressed to Plaintiff in its response to the Illinois Attorney General Office.
101. Buick's conduct was extreme and outrageous. It knew or should have known that emotion distress was the likely result of its conducts. Because of Buick's conducts, which are beyond any human decency, Plaintiff suffered inconvenience, humiliation and embarrassment every day when she went to work. The emotional distress sustained by Plaintiff was severe and of a nature that reasonable person could not expected to endure.

WHEREFORE, Plaintiff demands judgment for Count VIII against Buick for damages, other legal and equitable relief deemed to be just and equitable.

COUNT IX

102. The instant suit was filed on December 22, 2004, and the discovery of the case started on March 13, 2006.
103. There were maintenance and repair records on the subject car and it was repaired on 07/05/2001, 05/21/2003 and 06/26/2003 respectively. The odometer reading on 06/26/2003 was 24514 miles. See Exhibit L.
104. The repair dates and mileage readings on a commercial website are accurate because it unlikely a service facility at that time had motive to deceit the Illinois Department of Motor Vehicles.
105. On August 21, 2003, Buick claimed the odometer reading was 24510 miles, when it changed its oil and air filter. The reading was misstated, even in the case the subject car was towed to Buick.
106. Buick did not investigate the reading accuracy or discrepancy when it changed the oil and air filters on August 21, 2003.
107. On the Purchase Order And Invoice dated September 4, 2003, Defendant claimed the odometer reading was 24520 miles. See Exhibit A
108. On September 4, 2003, Buick created an odometer statement for Plaintiff and the signature on it was hard to read. See Exhibit M.
109. On September 4, 2003, claiming the mileage reading as 24520 miles, Defendant identified itself as "transferor" of the subject vehicle,
110. The figure of 24520 miles defendant provided is not accurate, because only 6 miles were added after the prior repair on June 26, 2003. The subject car had to be driven to Buick, and potential buyers would take test drives like plaintiff did. As such, the mileage of the subject car must be more than 24520 miles on September 4, 2003.
111. The figure of 24520 miles defendant provided is not accurate, because it is only several-dozen-mile drive after the car stalled at highway speed, and the odometer reading of the subject car was 24620 miles on April 11, 2005.
112. Buick had an affirmative duty to investigate the accurate odometer reading of the subject car, when Defendant claimed it was 24520 miles for a four-

- year-old car, and there were only six miles added to the odometer reading since the last repair.
113. At the dealership, Buick required plaintiff to sign several forms, but not the car's original title. The title would reveal the vital information regarding the name of the real previous owner, the accurate reading of odometer, the history of the car, etc.
 114. In response to plaintiff's Requests for Production, on April 14, 2006, Defendant submitted an odometer statement from Precision Motors Inc. without a transferor's signature on it. See Exhibit N. The odometer reading was claimed to be 24509 mile. The date of statement was claimed to be 10-6-03.
 115. Buick did not provide information on the names of the persons who created the odometer statement from Precision Motors Inc.
 116. On the odometer statement from Precision Motors Inc., there were seven places left blank, and printed name for Defendant was hard to read.
 117. According to defendant's statements, affirmative or not, the odometer reading was 24520 on September 4, 2003, and it was 24509 on October 6, 2003.
 118. Defendant towed back the car on September 8, 2003; and the odometer reading was 24620 on April 11, 2005.
 119. Defendant identified Buick to be a "transferor" on September 4, 2003, but it claimed Buick to be a "transferee" on October 6, 2003.
 120. The car was towed back to Buick on September 8, 2003, and the transfer of ownership from Precision Motors Inc. to Buick had not been completed before October 6, 2003.
 121. On September 4, 2003, Plaintiff was told that the subject car was a one-owner, a trade-in; there were no repair records, and the previous owner sold the car at low mileage because some people were rich
 122. During the sale on September 4, 2003, Buick did not show the previous title of the subject car to Plaintiff.

123. During the sale on September 4, 2003, Buick did not show the title of the subject car to Plaintiff for the purpose to conceal the name of the previous owner, the history of the car and the accurate mileage of the subject vehicle.
124. Plaintiff would never buy a used car, had she knew that the car was shuffled around from a repair facility to Buick, not directly from an individual consumer, in addition to that, the subject car had a number of repair records.
125. As a common knowledge, the odometer reading shall be lower for prior title transfer as compared to that of later ones.
126. Because the Purchase Order And Invoice showed 24520 miles, in order to defraud the Secretary of the State and completed the title transfer, Defendant had to spin back the odometer or just concoct a mileage figure lower than 24520 miles, that was where the figure of 23509 miles on Exhibit N came from.
127. Even close to the trial date, Defendant still did not or refused to produce documents it sent to the Office of Secretary of State at Plaintiff's discovery request.
128. Defendant did not or refused to produce documents, which it sent to the Office of Secretary of State, for the purpose to conceal vital information therein. Those documents would include the previous title and would reveal who the real previous owner was, and what was the accurate odometer reading when it was sold etc.
129. Even close to the trial date, Defendant still has not or refuses to produce documents, including a copy of the previous title. Without question Plaintiff is entitled to conduct a meaningful discovery and have a fair trial.
130. In its Supplemental Response to Requests for Admission ("Supplements") No. 9 filed on May 16, 2006, defendant "affirmatively states that the mileage on the car on or about October 6, 2003 was 24509."

131. When Buick affirmatively stated that: “the mileage on the car on or about October 6, 2003 was 24509,” the purpose was to deceive the Court and/or avoid admission of a question of fact in a Court filing.
132. When affirmatively stating: “that the mileage on the car on or about October 6, 2003 was 24509,” Defendant and its counsel Ms. Vorberg are contending that the odometer of the subject car can run backward according to Buick’s Purchase Order, two odometer statements, and their contention in “Supplements” No. 9.
133. When submitting Supplements No. 9 to the Court on May 16, 2006, at least, Buick and its counsel Ms. Vorberg displayed reckless disregard the accurate reading of the odometer readings.
134. On and after August 21, 2003, Buick did not take any step to independently verify the accuracy of the odometer readings
135. All these odometer readings and corresponding dates reveal Buick has been playing tricks with the odometer or its readings for the purpose to defraud.
136. 49 U. S. C. § 32710 and 625 ILCS 5/3-112.1 provide for mandatory treble actual damages or \$1500, whichever is greater, plus litigation costs and attorney fees, when violation occurs.

WHEREFORE, plaintiff demands injunctive relief against Buick on Count IX for mandatory treble actual damages in the amount of \$32367.99, other legal and equitable relief deemed to be just and proper under Federal and State Statutes 49 U. S. C. § 32710 and 625 ILCS 5/3-112.1.

Count X

137. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 136 of this amended complaint
138. The Circuit Court of Cook County is a tribunal, so is the Court annexed Arbitration Panel

139. In Court proceedings and during Court annexed arbitration process, Defendant and its counsel state that under Magnuson-Moss Act, there is no private cause of action or independent cause of action; See e.g. Page 5 of Defendant's Motion to Strike And/Or Dismiss filed on June 21, 2005.
140. In Court proceedings and during arbitration process, Defendant and its counsel contend that, under Magnuson-Moss Act and Illinois UCC, revocation of acceptance is not viable cause of action. See e.g. Affirmative Defense I in defendant's Answer filed on November 28, 2005.
141. In Court proceedings and during arbitration process, Defendant and its counsel argue that "all implied warranties on the automobile at issue" were disclaimed. See e.g. Affirmative Defense IV in Defendant's Answer filed on November 28, 2005.
142. At the start of the instant suit, on January 27 of 2005, Buick failed to serve papers upon Plaintiff. A single piece of paper was sent as hearing notice, but nothing else was inside the mail.
143. At the specific hearing, one Buick's counsel, name unknown, admitted it was a mistake. Honorable Judge Healy ordered Defendant "to do it all over again." The minor problem created by Defendant seemed solved.
144. But immediately afterwards, Defendant's counsel Ms Vorberg would quibble the failure by providing deliberate false statement. At response to Plaintiff's Requests for Admission of Fact, Buick and its counsel are still doing so, whereas no one would believe that \$ 0.37 postage was enough to mail 22 pages of paper in 2005
145. After Buick towed back the car, in a letter and a fax, on September 9, 2003, Plaintiff requested Buick to respond in writing by fax within three days in order to solve the problem in one week. For more than two years, Buick has failed to do so.
146. In its letter responding to the Illinois Attorney General's Office, Buick stated: "We tried to respond by phone and also with the enclosed letter, dated September 10, 2003." See Exhibit E (1) and (2). The responding letter was undated, and the alleged September 10, 2003 letter showed no

- printed name on it, and Buick failed to provide any evidence in support of its argument that the alleged letter had been created on September 10, 2003, and it had really been sent out to mail.
147. In its undated letter responding to the Illinois Attorney General's Office, Buick stated: "we cannot solve any problem with the car without the keys." In the falsified September 10, 2003 letter, allegedly addressed to Plaintiff, Defendant provided: "we do not refund money on purchase made." In all of their court filings, and in all of their writings in and out Court, Buick and its counsel did not admit even once that remedy for revocation of acceptance is available under Magnuson-Moss Act, Illinois Consumer Fraud Act and Illinois UCC.
 148. On November 2, 2003, in her third letter to the Illinois Attorney General's Office, Plaintiff pointed out Buick falsified a letter, which was allegedly addressed to Plaintiff, and was allegedly dated September 10, 2003. See Exhibit O.
 149. Even if the Illinois Attorney General's Office did not forward Plaintiff's November 2, 2003 letter to Buick, and even if the Illinois Attorney General's Office did not discuss Plaintiff's November 2, 2003 letter with Buick, which were unlikely, Buick and its counsel should have known the existence and content of Plaintiff's letter after a reasonable inquiry in 2005 since she referenced it in her First Amended Complaint.
 150. Buick and its counsel Ms. Vorberg, Mr. Haas presented Buick's undated letter along with Ms. Vorberg's letters addressed to Plaintiff to the Court, and Court annexed Arbitration Panel, as their "evidence." And they produced those documents as D000007-000012, and D000021-000023 during discovery.
 151. During discovery Buick refused or failed to produce two "Thank You" notes, which Defendant sent to Plaintiff in September and October of 2003. In Court proceedings and during arbitration, Buick, its counsel Ms. Vorberg and Mr. Haas did not show how Buick's "Thank You" notes and advertisement sent to Plaintiff were consistent with their argument that the

- alleged September 10, 2003 letter had ever been created or sent out in mail.
152. In its letter responding to the Illinois Attorney General's Office, Buick contented that "We tried to respond by phone", but it refused or failed to produce any records in support of such argument during discovery and in its Court filings.
 153. In 2003, Plaintiff's fax machine and answering machine were on, 24 hours a day and seven days a week; and any attempt to reach Plaintiff would leave a record at the local telephone company.
 154. From September 9, 2003 to December 22, 2004, Buick never asked for inspection of the subject car in any form of communication with any person, including Plaintiff and any governmental agency.
 155. On February 28, 2005 and March 9, 2005, Buick's counsel Ms. Vorberg wrote two letters to Plaintiff, and asked for car keys. In her letters, Ms. Vorberg wrote that Defendant had demanded car keys on "several occasions." And Plaintiff timely responded, wrote two polite letters to Ms. Vorberg, indicating Plaintiff welcomed any sincere request, question, discussion or argument, and at the same time, advised Ms. Vorberg not to provide false statement. See Exhibit P.
 156. Buick and its counsel did not need car keys for a settlement negotiation. They did not need car keys to participate in a joint inspection either.
 157. On March 16, 2005, Defendant's counsel, Mr. Ryan Haas ("Haas"), surprised Plaintiff when he demanded car keys in the open Court.
 158. Before, on and after March 16, 2005, Buick did not file a written motion for demanding car keys. As such, no copy of motion, notice of motion, certificate of service had been served upon Plaintiff.
 159. As late as April 4, 2005, just after Ms. Vorberg received the car keys, during a hearing presided by Honorable Judge Healy, Plaintiff stated that she did not misuse the car. Excited for receiving the car keys, Ms. Vorberg concurred immediately by saying: "that is right."

160. On April 6, 2005, Ms. Voberg claimed she and Buick would conduct a “forensic Investigation” of the subject car on April 11, 2005. On that day, they struggled with the car for half an hour. Without any procedure for the “investigation”, Defendant altered the car condition, and claimed Buick had no record of any kind for the “inspection.”
161. On April 15, 2005, Defendant’s counsel Ms. Vorberg filed an “Affidavit” of her own to the Court; she identified herself as a potential witness. Ms. Vorberg has never shown why such a filing was permissible, why such a filing constituted an affidavit and what purpose of the filing was for.
162. On May 17, 2005, contrary to her previous position, Ms. Voberg argued in a letter sent to Plaintiff: “ any stalling of the vehicle may have been due to an insufficient amount of fuel in the vehicle.”
163. On September 8, 2003, before Plaintiff drove the car to work, the gas tank was full. Ms. Vorberg’s May 17, 2005 letter suggested either the gas tank became empty after several-dozen-miles drive due to leakage, and/or the electrical system of the subject car did not work and provide no indication or warning of gas level, or Plaintiff was suicidal.
164. Defendant and its counsel Ms. Vorberg might contend that May 17, 2005 letter is a settlement proposal in good faith, not a part of a scheme with malice motive. Before receiving the car keys, Ms Voberg did not or dared not raise such an issue of fuel insufficiency in a “settlement” proposal letter.
165. It did not need an expert to measure how much fuel in the gas tank after Buick towed back the car; and before the car condition was altered, it would only take minutes of measurement for anyone to reject any malicious conjecture out of Ms. Voberg’s imagination and invention.
166. Defendant and its counsel did not or failed to list a single engine stall case, although there were a lot of them, where defendant and their counsel raised the issue of fuel insufficiency as a defense or affirmative defense.

167. In the same letter dated May 17, 2005, Buick's counsel Ms. Vorberg wrote to Plaintiff by suggesting "we hereby offer to repair the vehicle, putting into operable condition," and indicated Buick and its counsel would file a counterclaim if Plaintiff would not accept their settlement proposal.
168. Buick did not file a Counterclaim before it possessed the car keys. Buick's counsel Mr. Haas did not present the counterclaim to the Arbitration Panel, and Defendant did not or failed to submit any document to show he did.
169. On August 24, 2005, another Buick's counsel, his name also unknown, admitted in the open court that Buick did not submit the "counterclaim" to the Arbitration Penal. In his words, "there is nothing to clarify about, we did not present it to the arbitration."
170. There is an intrinsic connection between several events, which includes: Counsel Ms. Vorberg created "evidence" regarding the record of communication between Defendant and Plaintiff; Defendant demanded car keys without a legitimate reason and without a proper procedure on the pretext of furtherance of settlement; Defendant's counsel Ms. Vorberg filed an "affidavit" in the Court; Defendant changed the car condition under cover of "inspection" or "investigation" without any documentation; then Defendant filed a counterclaim, did not present it during arbitration, but did not withdraw it in Court.
171. In order to solicit a ruling in their favor, from June 21, 2005 to November 8, 2005, Buick's counsel Ms. Vorberg and Mr. Haas filed a motion to dismiss twice in the Court, presented it to three Honorable Judges on four occasions.
172. After Defendant's motion to dismiss was orally denied, then it was stricken by a written Court Order, Defendant and its counsel still argue the motion was pending because it was stricken "without prejudice." When responding to Plaintiff's First Set for Request of Admission on April 13, 2006, and even to this day, Defendant still contends such argument has some merit.

173. In order to avoid filing an Answer or to deprive plaintiff's right to conduct a discovery, from October 11, 2005, for several months, Defendant and its counsel argued the case was ready for trial, and demanded a trial date from several Honorable Judges, when either Buick did not file an Answer or the discovery had not started yet.
174. In order to avoid or change a Judge, from October 11 to October 20, 2005 defendant's counsel Ms. Vorberg provided deliberate false statements to three Honorable Judges within ten days.
175. On October 11, 2005, during an Intake and Case Management Conference held at 9:00 a.m. in Court Room 1304, Ms. Vorberg insisted on setting a trial date and provided false statement by asserting "All discovery is closed for this case."
176. After Honorable Judge Lewis commented that Plaintiff was entitled to have an Answer first, and demanded Ms. Vorberg to fill out an Intake Form, Ms. Vorberg wrote down Court Room 1307 instead, although the case was assigned to Court Room 1304, See Exhibit Q.
177. After failing to require a trial date order, a few minutes later, Vorberg provided another false statement, by asserting "Plaintiff's motion for correction and clarification is still pending,"
178. 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 Defendant's motion to dismiss, not Plaintiff's motion, to seek a favorable ruling.
179. Ms. Vorberg did not succeed to get another ruling on Defendant's motion. She then asserted Defendant needed a clarification of some other ruling(s) from Honorable Judge Healy, who was on vacation. Although Ms. Vorberg needed nothing to be clarified, but she argued she did, and she drafted a Court Order. See Exhibit R.
180. On October 20, 2005, at a hearing presided by Honorable Judge Healy, Ms. Vorberg and Mr. Haas did not ask anything to be clarified.

Defendant's motion to dismiss was stricken for good reasons. Then Defendant counsel expressed that they intended to withdraw jury trial demand.

181. Before, on and after October 20, 2005 Defendant has never served a copy of a motion, notice of filing and hearing notice upon Plaintiff on the issue of withdrawing jury demand.
182. Defendant and its counsel have not reveal any information during discovery about the identity of the real previous owner; and they did not produce a copy of the previous title, financial documentation of previous transition(s), and documentation it sent to the Office of Sectary of State for title transfer.
183. In Court proceedings and during arbitration, Defendant and its counsel, willingly and knowingly, misstate law in outrageous ways; they fabricate evidence, provide deliberate false statement and conceal vital information. They have been involved in a scheme to avoid or change a trial Judge, and solicit Court Order in their favor. Their conduct is egregious. With a cursory glance at documents Defendant produced, conclusion can be made on what role Defendant's counsel have played and what part they will be playing. Plaintiff has a good reason to believe that Defendant and its counsel have been involved in a calculated scheme to interfere with the judicial machinery performing the task of impartial adjudication, as by preventing Plaintiff from fairly presenting her case.

WHEREFORE, Plaintiff demands injunctive relief against Buick and its counsel on Count X, and demands awards for legal and equitable relief deemed to be just and proper.

Count XI

184. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 81 of this amended complaint.

185. Ford has a duty to investigate and/or reveal why the car stalled at highway speed. The electrical system of the car was serviced before Ford's new car warranty expired; the same problem had never been solved, but became worse and worse.
186. In the recall of Ford Explorers for 6.5 million Firestone tire tread separations, the Ford President & CEO Jacques Nasser repeatedly told the American public "Your Safety is Our Top Priority." But Ford shows no interest to address its old problems of a long history: engine abrupt stall at any speed and dangerous corrosion defects. Ford knows what is wrong with the car in dispute better than any party else but chooses to ignore and conceal.
187. The California case demonstrates Ford withheld vital information from NHTSA, EPA and the consumer public. In the instant case Ford betrays Plaintiff's trust and shows no intention to reveal information about the car's previous warranty, maintenance records, possible other dangerous defects and recalls. Ford is verging on violation of CFA, 815 ILCS 505/2.
188. The Safety Recall 04S17 was issued in July of 2004. It was supposed to be completed by the end of 2004. Ford attempts to ignore all the obligations its recall letter demonstrates and implies, even in Court proceedings. The rotors of the car in dispute are extremely rusty when Plaintiff inspected the car, even though Plaintiff did not drive the car on a salty road in winter. Ford has a duty to investigate all dangerous corrosion defects in its products, including but not limited to the front springs.
189. The Safety Recall letter Plaintiff received constitutes a written warranty or service contract. Ford could not admit only one design and manufacture defect, while ignore other more dangerous ones. Indeed, the recall letter explicitly says: "Ford Motor Company will repair your vehicle free of charge (part and labor)."
190. After the instant lawsuit was filed, Plaintiff received a notice of repair delay regarding Safety Recall 04S17. Ford showed it would not care there were

other fatal defects in its product; also Ford had never been serious about the Safety Recall. Cause of action exists under the Magnuson-Moss Act.

WHEREFORE, Plaintiff demands injunctive relief against Ford on Count XI, and demands awards for damages against all Defendants, jointly or severally, and other legal and equitable relief deemed to be just and equitable.

COUNT XII

191. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 81 and 184 to 190 of this amended complaint.
192. Under Magnuson-Moss Act, whenever there is a written warranty or service contract, implied warranty of product merchantability exists unless it is properly disclaimed, which is governed by State law. After ignoring Safety Recall 04S17 entirely in Court proceedings, Ford tries to argue it is not related to engine stall at low and highway speeds. The argument is patently without any merit. Ford has a duty to address its old problems of propensity of engine stall at any speed, dangerous corrosion defects in its vehicles. The car has been repaired several times; still, it stalled at highway speed, within 106 miles drive at most after previous maintenance. The car in dispute does not fit for ordinary use under Magnuson-Moss Act and Implied Warranty of Merchantability 810 ILCS 5/2-314.

WHEREFORE, Plaintiff demands injunctive relief against Ford on Count XII, and demands awards for damages against all Defendants, jointly or severally, and other legal and equitable relief deemed to be just and equitable.

Respectfully submitted,

(Plaintiff's Signature)

(Date)

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