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

Yuling Zhan,	)	
Plaintiff	)	
V.	)	No: 04 M1 23226
Napleton Buick Inc; Ford Motor Company,	)	
Defendants	)	

MOTION FOR CORRECTION OR CLARIFICATION

ON THE ARBITRATION AWARD

The Plaintiff, Yuling Zhan, respectfully submits this Motion For Correction Or Clarification On The Arbitration Award, pursuant to Illinois Supreme Court Rules 92(d) and 90 (c) and states as follows:

1. On August 3, 2005, an arbitration hearing was held for the instant suit; counsel for Napleton Buick Inc., ("Buick"), Mr. Ryan Haas attended the hearing, so did Plaintiff. On August 9, 2005 Plaintiff received a Notice of Award sent by the clerk of this Honorable Court by mail.
2. On June 23, 2005, failing to follow a Court Order, violating the Code of Civil Procedure 735 ILCS 5/2-602 and 735 ILCS 5/2-608, Buick filed a counterclaim, in an attempt to insult and harass Plaintiff, requesting to dispose the subject car, demanding $19,600 and more from Plaintiff. Even after a cursory reading, conclusion can be made, the counterclaim has no legal ground; there is no single set of facts to support the frivolous filing. As concisely stated in the Amended Complaint, Plaintiff was extremely lucky there was no fatal accident occurred when the car stalled at highway speed, Buick towed back the car, kept the money, and during the court proceedings Buick expected much, much more illicit benefit.
3. The Arbitration Notice says "Award in favor of Defendant Napleton Buick, Inc." As the Honorable Court and respectful Arbitration Panel can see,

without any correction or a note for clarification, the language and mathematics would apparently be in error, as the Notice fails to state a material fact, which the Honorable Court and Jury at trial are entitled to know, that Buick alreaddy abandoned its “counterclaim” during the arbitration.

4. Beyond any reasonable doubt, if Buick and its counsel really believed their “counterclaim” had any merit, Its counsel would certainly have presented it to the Arbitration Panel for the interest of his client, as every one could figure out, that the face value of the “counterclaim” is much greater than that of a dangerously defective car in Buick’s possession.
5. The instant lawsuit was filed on December 21, 2004. Plaintiff filed an Amended Complaint on May 5, 2005. Buick submitted its second motion to dismiss and strike, one month later on June 21, 2005, which was a complete failure as a matter of law. As long as Buick fails to file an Answer, every sentence from its counsel has to be taken as devoid or false if it contradicts Plaintiff’s factual allegations.
6. Dishonesty from Buick and its counsel had already been proven in and out of court, for example, even after providing false statement on oath, and failed to file papers on time, Buick could still pretend to be a prevailing party. During the arbitration, Plaintiff was still amazed at the ability from Buick’s counsel to lie at any time and in every way. For instance, he vigorously argued “ We don’t know Plaintiff rented cars for three months.” Here, Buick was, willingly and knowingly, cheating on the Arbitration Panel. Buick’s counsel was certainly aware that Plaintiff had incorporated all the car rental receipts in her Complaint and Amended Complaint.
7. During the arbitration, Buick’s counsel realized it was absurd to suggest that there was no private causes of action under the Magnuson-Moss Act, but he performed no better, by contending: “Plaintiff has the burden to prove what is defective with the car.” As the Honorable Court and respectful Arbitration Panel can see, such assertion is completely wrong as a matter of law. Courts of different jurisdiction have a consistent and

uniform holding on this issue. See e.g. *Ford Motor Company. V. Phillips*, 551 So. 2d 992 (Ala. 1989); *Universal Motors Inc. v. Waldock,* 719 P. 2d 254 (Alaska 1986); *Soto v. Danelson Suzuki*, 1994 Conn. Sup. LEXIS 2439; *Stewart v. Ford Motor Co*., 553 F. 2d 130, 136 (D. C. Cir. 1977); *Burrus v. Itek Corp*., 360 N. E. 2d 1168, 1171 (Ill. App. 1977); *Alvarez v. American Isuzu Motors,* 321 Ill. 3d 696, 702, 749 N. E. 2d, 22 (2001); *Rose v. Epley Motor Sales*, 215 S. E. 2d 573, 577-578 (N. C. 1975).

8. During the arbitration, Buick's counsel presented three pieces of "evidence", two letters written by Buick's lead counsel, Ms. Elaine S. Vorberg, another was falsified by their client. Buick tried to ignore the fact that Plaintiff did respond to Ms. Vorberg's writing, and persuaded her not to provide false statement. See Exhibit A. Regarding the falsified letter, Plaintiff had already addressed the issue in her Amended Complaint. For more than 15 months, Buick did not affirmatively argue the simplest fact: it falsified a document in its response to a governmental office. No matter how skillful in twisting facts, Buick's counsel could not change what its client's action and inaction in the past. Further, Buick failed to inform Plaintiff about its intention to submit all of its three documents to the Arbitration Panel. As the Honorable Court and respectful Panel can see, such conduct from Buick clearly violates Illinois Supreme Rule 90 (c).
9. It is well known that all Courts are in favor of prompt settlement of most of the cases, that is beneficial to all parties, but no one would expect Buick was trying to fix the car, or alter the car condition, then file a frivolous counterclaim. Beyond any reasonable doubt, Buick and its counsels did not need car keys to take part in any joint inspection. They have never been honest in and out of the Honorable Court. Again, Buick's counsel was playing the same old trick during the arbitration.
10. For more than 15 months Buick fails to respond Plaintiff's request directly after the car stalled at highway speed. As the Honorable Court and respectful Arbitration Panel can see, even if Buick were competent to fix the car in 2005, filing a groundless counterclaim is still an outrageous

conduct. It is a matter of law that Buick had no right to cure any of the dangerous defects after Plaintiff revoked the acceptance or rescinded the contract: Evidence has to be preserved under 810 ILCS 5/2-515.

11. On July 20, 2005, Honorable Judge Michael Healy ruled the case had to proceed and Buick' Motion to Dismiss was denied, Mr. Hass simply argued "No, we want to dismiss the case, " then, he requested another hearing. The Honorable Judge explicitly directed Buick to set a date for a 10:30 am hearing. On July 21, 2005, Mr. Hass filed the same old motion to dismiss one more time, discarded the counterclaim, and chose a date for a 10:00 am hearing instead, for which some other Judge would preside. As the Honorable Court and respectful Arbitration Panel can see, such conduct should not be allowed.
12. As the Honorable Court and respectful Arbitration Panel can see, under Magnuson-Moss Act, UCC and Illinois Consumer Fraud Act, revocation is available as a remedy. See 15 U. S. C. §2310(d), 810 ILCS 5/2-601 et. seq. and 5/2-701 et. seq., *Sciarabba v. Chrysler Corp.,* 173 Ill. App. 3d 57, 122 Ill. Dec. 870, 527 N. E. 2d 368 (1 Dist. 1988).
13. Plaintiff firmly believes a single note with several words from the respectful Panel on the issue of Buick's counterclaim would save invaluable time and resources for the Honorable Court in the future. Also Plaintiff would be extremely grateful if the Panel could kindly provide any of the Federal or State Statutes, any single caselaw in support of the Arbitration Reward for Buick.

WHEREFORE, Plaintiff prays the Honorable Court and the respectful Arbitration Panel to consider this motion for correction or clarification.

_____ _____

(Plaintiff's Signature) (Date)

Yuling Zhan

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