

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 RE-PLEADED AFFIRMATIVE DEFENSES**  
**TO DEFENDANT'S COUNTERCLAIM**

NOW COMES the plaintiff, YULING ZHAN, re-pleads her Affirmative Defenses to the Counterclaim filed by Napleton Buick, Inc, ("Buick"), and states as follows:

**I. Affirmative Defense I: No Cause Of Action**

1. Defendant fails to list any authority as a cause of action in its counterclaim.
2. 735 ILCS 5/2-608 states, in part, "Every counterclaim shall be pled in the same manner and with the same particularity as a complaint."
3. Without a cause of action as required by law, there shall be no claim or counterclaim. As such, defendant's counterclaim has no legal effect except it is the best evidence in support plaintiff's claims.

**II. Affirmative Defense II: No Set Of Facts In Support of The Counterclaim**

4. Defendant is not a storage facility, but pretends to be one in its Counterclaim. In 2003 and 2004, plaintiff had an urgent need for a reliable car; she had no intention to contact a storage facility for anything.

5. Defendant fails to elaborate why plaintiff requested it to tow back the car; and defendant fails to explain why it did so. Further, Buick fails to provide any contract, invoice or notice regarding any “storage fee.”
6. In 2005, defendant claimed its storage fee was \$30/day in its Counterclaim, whereas at February 28 and March 13, 2006 hearings, in front of Honorable Judge Rhine, its counsel Mr. Ryan Haas (“Haas”) contended, out of improper motive, that the dollar figure was \$10/day. As such, the Counterclaim is a frivolous filing.
7. In realty, Buick has no right to charge plaintiff any fees. It is the plaintiff who is entitled for full relief listed in her Amended Complaint. Here, plaintiff incorporates paragraphs 1-101 and all Exhibits in her Amended Complaint.

### **III. Affirmative Defense III: Violation Of A Court Order**

8. On June 8, 2005, a Court Order was issued, which set a deadline for Buick to file an Answer, counterclaim or other pleading.
9. Buick failed to file the instant counterclaim on or before June 22, 2005. Buick did not request for leave from the Court to extend the deadline.
10. No party shall ask for compensation for defying a Court Order. Therefore, the counterclaim has no legal effect except it is the best evidence in support plaintiff’s claims.

### **IV. Affirmative Defense IV: Violation Of 735 ILCS 2-608(b)**

11. 735 ILCS 2-608(b) states, in part, “The counterclaim shall be a part of the answer, and shall be designated as a counterclaim.”
12. On June 23, 2005, Buick did not file an Answer. After defendant’s motion to dismiss and/or strike was stricken on October 20, 2005, defendant became in default for failure to plead.

13. On November 28, 2005, Buick filed an Answer, which was legally and factually insufficient. There is nowhere to be found with a counterclaim in the Answer.
14. Whenever a filing violates Illinois Code of Civil Procedure, it shall be stricken as a matter of law. Therefore, the counterclaim has no legal effect except it is the best evidence in support plaintiff's claims. Here, plaintiff incorporates paragraphs 1-10 into this Affirmative Defense.

**V. Affirmative Defense V: Violation Of Illinois Supreme Court Rule (ISCR) 92 (b)**

15. ISCR 92(b) states in part "The award shall dispose of all claims for relief" in a Court annexed arbitration
  - a. Buick and its counsel Mr. Haas did not present the counterclaim to the Arbitration Panel.
  - b. On August 24, 2005, at a hearing, a Buick counsel, name unknown, admitted Buick did not present the counterclaim to the Arbitration Panel.
16. The plain language of ISCR 92(b) shows that whenever a party abandons a claim or counterclaim, it forfeits the right to claim it forever. Therefore, the counterclaim has no legal effect except it is the best evidence in support plaintiff's claims.

**VI. Affirmative Defense VI: Violation Of ISCR 137**

17. Illinois Supreme Court Rule 137 ("Rule 137") requires that every pleading, motion and other paper of a party shall not "interpose for any improper purpose, such as to harass or cause unnecessary delay or needless increase the cost of litigation".
18. In a letter dated May 17, 2005, Buick's counsel Ms. Elaine S. Vorberg ("Vorberg") wrote to plaintiff by suggesting "we hereby offer to repair the vehicle, putting into operable condition."

19. In the same letter Ms Vorberg indicated Buick and its counsel would file a counterclaim if plaintiff would not accept her offer.
20. At best, Buick and its counsel were trying to extract an unwarranted settlement by filing the instant counterclaim. The worst is that the counterclaim is a product of consumer fraud, collusion, and fraud upon tribunal, and plaintiff will address this issue further.
21. No party shall ask for compensation for violating Illinois Supreme Court Rules. Here, plaintiff incorporates paragraphs 1-16 into this Affirmative Defense.

## **VII. Affirmative Defense VII: Fraud Upon Tribunal**

22. The Arbitration Panel shall be considered as a tribunal according to American Bar Association. See ABA Model Rules of Professional Conduct, Rule 1.0 (m) (2004); ABA Formal Opinion 93-375 (Aug. 6, 1993), cited in ISBA Advisory Opinion 99-04 (Oct., 1999).
23. The Circuit Court of Cook County is a tribunal.
24. It is a material fact that Buick filed an untimely counterclaim in Court, and its face value was much greater than a defective car.
25. Buick's counsel Mr. Haas did not present the counterclaim to the Arbitration Panel. Buick has not withdrawn its counterclaim in the Court; also it has not informed the Court in writing it abandoned the counterclaim already during arbitration. Concealment of material facts constitutes fraud. Plaintiff reserves the right to amend her Complaint during or after discovery, adding the claim Fraud upon Tribunal, with leave of the Court.
26. In more than one year of Court proceedings, defendant and its counsel, knowingly and willfully, misinterpreted law in an outrageous way, such as under Magnuson-Moss Act, there is no private cause of action or independent cause of action; under Magnuson-Moss Act and Illinois UCC, revocation of acceptance is not viable cause of action. See

defendant's Motion to Strike And/Or Dismiss and Answer filed on June 21, 2005 and November 28, 2005 respectively.

27. In more than one year of Court proceedings, defendant and its counsel violate Illinois Supreme Court Rules, local rules of the Circuit Court, Illinois Codes of Civil Procedure, and defy Court Orders in order to avoid filing an Answer and deprive plaintiff's right to conduct discovery. Since the lawsuit was filed, defendant and its counsel have made every effort to prejudice plaintiff in every possible way.
28. In order to avoid or change a Judge, from October 11 to October 20, 2005 defendant's counsel Ms. Elaine S. Vorberg ("Voberg") provided fraudulent statements to three Honorable Judges within ten days. In order to solicit a ruling in his favor, from June 21, 2006 to November 8, 2005, Buick's counsel Mr. Haas filed a motion twice in the Court, presented it to three Honorable Judges.
29. 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 vigorously 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.
30. On November 28, 2005, defendant and its counsel filed an Affirmative Defense V ("Misuse the Car"), which was stricken by March 28, 2006 Court Order. The same March 28, 2006 Order demanded defendant to re-plead, but defendant failed. When answering Interrogatories No. 10 "Did plaintiff misuse the car?" Defendant's response is "Unknown at present time." This is an admission that defendant's Affirmative Defense V is a frivolous filing for the sole purpose of deception in a Court proceeding.
31. As well understood, falsehood or fraud in presentation of a case infers that a party knows its claim, or counterclaim, or defense is unfounded. And a frivolous filing should be sanctioned, not rewarded. As such, plaintiff reserves the right to amend her Complaint during or after

discovery, adding the claim Fraud upon Tribunal, with leave of the Court.

#### **VIII. Affirmative Defense VIII: Violation of ISCR 201(k)**

32. After the lawsuit was filed, on March 16, 2005, at plaintiff's surprise, defendant's counsel Mr. Haas demanded car keys in the open court.
33. On March 16, 2005, Buick had not filed an Answer yet, and discovery could not start. Further, whenever there was a dispute in discovery, a written motion had to be filed.
34. Before, on and after March 16, 2005, Buick did not file a written motion, did not serve a notice of motion, did not serve certificate of service for demanding car keys.
35. Buick had no legitimate reason to demand the car keys, and it did not and could not file the instant Counterclaim before receiving the car keys on April 1, 2005.
36. Plaintiff was surprised and prejudiced by the wrongdoings and misconduct from Buick and its counsel. Buick and its counsel have deprived plaintiff 's right and opportunity to conduct discovery in the easiest, fastest and most convincing way.
37. Again, no party shall ask for compensation for violating Illinois Supreme Court Rules. Here, plaintiff incorporates paragraphs 1-31 into this Affirmative Defenses.

#### **IX. Affirmative Defense IX: Negligence And/Or Intentional Spoliation of Evidence**

38. Spoliation is the destruction, significant alteration, or non-preservation of evidence that is relevant to pending or future litigation. See e.g. *Willard v. Caterpillar Inc.*, 48 Cal. Rptr. 2d 607, 616 (1995); Black's Law Dictionary 1401 (6 ed. 1990).

39. Illinois Supreme Court states: a party owes “a duty of due care to preserve evidence that a reasonable person in the defendant’s position should have foreseen, was material to a potential civil action.” See *Boyd v, Traveler Inc. Co.*, 166 Ill. 2d 188, 652 N. E. 2d 267, 271 (1995). In this respect, defendant failed. When responding plaintiff Interrogatories No.13, defendant refused and failed to provide a name of any person at defendant who was responsible for the control of day-to-day access to the subject car.
40. After the instant suit was filed, on February 28, 2005 and March 9, 2005, with improper motive, Buick’s counsel Ms. Vorberg wrote two letters to plaintiff, provided fraudulent statements, and asked for car keys. On March 2 and March 14, 2005, plaintiff politely but explicitly persuaded Vorberg not to provide false statements.
41. Beyond any doubt, Buick and its counsel did not need car keys in order to participate in a joint inspection or settlement negotiation. They had never been honest in and out of the Court on this issue.
42. 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: “that is right.”
43. 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. When responding to plaintiff’s Request for Production No. 17 regarding the record and document created by Buick, defendant contends it “does not have in its possession any such document.” As such, Buick “investigation” or “inspection” is nothing but spoliation.
44. On April 15, 2005, though impermissible, defendant’s counsel Ms. Vorberg filed her Affidavit to the Court, volunteered to testify at trial as a witness.

45. On May 17, 2005, contrary to her previous position, Buick' counsel, Ms. Voberg wantonly 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." Beyond any doubt, without spoliation Ms Voberg dared not raise such absurd issue: it did not need an expert to measure how much fuel in the gas tank after Buick towed back the car; and it would only take minutes of measurement for anyone to reject any possible fraudulent statement from Ms. Voberg's before the car condition was altered.
46. On November 28, 2005 defendant filed an Affirmative Defense V ("Misuse the Car"), which was stricken by March 28, 2006 Court Order. The same March 28, 2006 Order demanded defendant to re-plead, but defendant failed. When answering Interrogatories No.10 "Did plaintiff misuse the car?" Defendant's response is "Unknown at present time." This is an admission that defendant's Affirmative Defense V is a frivolous filing, so is defendant's Answer in whole. On April 25, 2006, in a desperate attempt to derail and/or delay Court proceedings, defendant served a Request to Admit Facts ("Request") upon plaintiff while defying a Court Order. Defendant and its counsel Ms. Voberg raised the same phony issue again, and the filing was stricken by May 11, 2006 Court Order.
47. Without question, in the instant suit, other than deliberate false statements from defendant's counsel Ms. Voberg, all Buick's defense relies on a single piece of paper -- a falsified letter allegedly addressed to plaintiff, but was sent to Illinois Attorney General's Office for deceptive purpose. As simple as that, defendant's Counterclaim is solely based on a wanton argument from Buick's counsel Ms. Voberg after spoliation took place. As such, plaintiff reserves the right to amend her Complaint during or after discovery, adding the claim Negligent and/or Spoliation of Evidence, with leave of the Court.

## **X. Affirmative Defense X: Laches**

48. After Buick towed back the car, on September 9, 2005, in a letter and a fax, plaintiff requested Buick to respond in writing by fax in three days in order to solve the problem in one week. For more than two years, Buick has failed to do so.
49. For more than fifteen months after towing back the car, Buick shows no intention to solve the problem in any reasonable way; plaintiff was forced to file the instant lawsuit.
50. After the lawsuit was filed, with malicious motive, defendant's counsel Ms. Voberg provided fraudulent statement in writing that Buick had requested car keys for inspection on several occasions prior to suit. Both defendant and its counsel Ms. Voberg have failed to produce documents or records on this issue, in their Responses to plaintiff's Interrogatories No. 12 and Request for Production No. 7 – they could not submit a single record, which indicated Buick called or faxed plaintiff even once after September 10, 2003. Defendant and its counsel cannot produce any document, which showed Buick demanded to INSPECT the subject car before lawsuit was filed.
51. Buick did not mention storage fees before it possessed both the car and the keys. There is no contract, no invoice, and no notice whatsoever. All the time, now and then, plaintiff was surprised by the outrageous wrongdoings and misconduct from Buick and its counsel
52. Therefore, Buick has no right to prejudice plaintiff, and ask for storage fees. It is the plaintiff who is entitled for relief of consequential damage, for compensation of loss of use a car in three years.

**XI. Affirmative Defense XI: Violation of Magnuson-Moss Act 15 U. S. C §2301 et. seq. while playing tricks with the Buyer's Guide**

53. Playing tricks with the Buyer's Guide of a used vehicle is a per se violation of Magnuson-Moss Act. See *Currie v. Spencer*, 772 S. W. 2d 309 (Ark. 1989).
54. Thank to the effort from defendant and its counsel, plaintiff has seen three versions of "Buyer's Guide" for a single used vehicle, and she has two of them at hand. None of them is compatible to each other. See Exhibit A and B.
55. Storage fees have nowhere to be found either in original or two modified Buyer's Guides.
56. Here, plaintiff incorporates all Exhibits in her Amended Complaint and paragraphs 1-52 into this Affirmative Defense.
57. Therefore, the counterclaim has no legal effect except it is the best evidence in support plaintiff's claims. And State law governs this issue and the issue of remedies. Under Illinois Fraud Act and UCC, plaintiff is entitled to full relief listed in her Amended Complaint.

**XII. Affirmative Defense XII: Violation of Magnuson-Moss Act 15 U. S. C §2301 et. seq., in Breach of Written Warranty.**

58. Warranty is part of a contract. A party who materially breaches a contract cannot take advantage of the terms of the contract that benefit him, nor can he recover damages from the other party to the contract. See *Goldstein v. Lustig*, 154 Ill. App. 3d at 599, 507 N. E. 2d at 168.
59. Defendant did not incorporate "storage fees" in either one of its three versions of the Buyer's Guide.
60. When counting "storage fees" from the moment Buick towed back the car in the Counterclaim, defendant is in per se violation of Magnuson-Moss Act.

61. As late as May 4, 2006, at a hearing, defendant still argued implied warranty of the subject car was disclaimed at the time of purchase. As such, in defendant's opinion and practice, the subject car was sold "as is." This is express violation of Magnuson-Moss Act for breaching written warranty.
62. Here, plaintiff incorporates paragraphs 1-57 and all Exhibits in her Complaint into this Affirmative Defense.
63. No offender can ask for compensation for breaking the law. Buick and its counsel are basically contending they can tow every car on the street to a "dealership", then, collect "storage fees," or Buick can make extra money for extra work in creating several versions of Buyer's Guide, The logic is the same, it is completely absurd, it is contrary to the principles of law.

### **XIII. Affirmative Defense XIII: Violation of Express Warranty 810 ILCS 5/2-313**

64. In addition to written warranty, any affirmation of fact or promise made by the dealer to plaintiff relating to the subject car is enforceable under 810 ILCS 5/2-313.
65. A used vehicle should be in reasonable safe condition and substantially free of defects that impair its operation. See *Overland Bond & Inv. Corp. v. Howard*, 9 ILL App. 3d 348, 292 N. E. 2d 168 (1<sup>st</sup> Dist. 1972).
66. On September 4, 2003, before plaintiff made the purchase decision, several salesmen at Buick told plaintiff that the subject car had only one previous owner. But on April 14, 2006, defendant refused and failed to produce transaction document in its Response for Production No.13.
67. On September 4, 2003, before plaintiff made the purchase decision, several salesmen at Buick showed the subject car and claimed that it was "in excellent condition, absolutely safe." But the car stalled at highway speed on the first day plaintiff drove it to and from work. Plaintiff included such statement in her letter to the Illinois Attorney General

Office on September 14, 2003. Defendant did not argue plaintiff's statement in its response to the same government office.

68. On September 4, 2003, plaintiff told defendant to perform mechanical check to make sure it was safe. Defendant's employees claimed: "Yes, mechanical check is done. It is a good car, safety is guaranteed." Plaintiff was extremely lucky a fatal accident did not occur after the car stalled at highway speed. Plaintiff included such statement in her letter to the Illinois Attorney General Office on September 14, 2003. Defendant did not argue plaintiff's statement in its response to the same government office. On April 14, 2006, defendant failed to produce any document related to any mechanical checkup in its Responses for Production No16.
69. On September 4, 2003, before plaintiff made the decision of purchase, the salesmen at defendant claimed the subject car was under one-hundred-percent warranty, full warranty. This is consistent with that the first version of the Buyer's Guide displayed on the subject car, in which only WARRANTY box had been checked. On November 2, 2003, plaintiff included such statement in her second letter to the Illinois Attorney General Office. Defendant did not argue plaintiff's such statement before the lawsuit was filed
70. As such, plaintiff reserves the right to amend her Complaint during or after discovery, adding the claim Violation of Express Warranty 810 ILCS 5/2-313, with leave of the Court.
71. Here, plaintiff incorporates all Exhibits in her Amended Complaint and paragraphs 1-63 into this Affirmative Defense.

**XIV Affirmative Defense XIV: 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**

72. Here, plaintiff incorporates paragraphs 1-71 and all Exhibits in her Amended Complaint.

73. As late as May 4, 2006, at a hearing, after filing a motion, which violated 735 ILCS 5/2-602 and the Local Rules of the Circuit Court of Cook County, defendant still argued implied warranty of the subject car was disclaimed at the time of purchase. This is an express violation of implied and written warranty under the Magnuson-Moss Act.
74. For the reasons stated, Buick has no right to collect any storage fees. It is the plaintiff who is entitled to full relief listed in her Amended Complaint.

**XV. Affirmative Defense XV: 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.**

75. Here, plaintiff incorporates paragraphs 1-74 and all Exhibits in her Amended Complaint.
76. Plaintiff lost faith in the defective car in dispute, which put her life in danger once; also she lost faith in the way Buick had been doing business. Under UCC and Illinois Fraud Act, revocation is a remedy for consumers. See UCC 810 ILCS 5/2-601 et. seq., 810 ILCS 5/2-701 et. seq. and 815 ILCS 505/2 et seq.; *Siarabba v. Chrysler Corp.*, 173 Ill. App. 3d 57, 122 Ill. Dec. 870, 527 N. E. 2d 368 (1 Dist. 1988) ( a person claiming to be the victim of contract fraud may accept the contract and sue in tort on a fraud theory, \*\*\* or contend that he was induced to enter into the contract as a result of fraud and ask to have the contract rescinded and restitution ordered.)
77. In its Answer, defendant asserted Affirmative Defenses I, and contended revocation of acceptance was not a viable private cause of action under Magnuson-Moss Act and Illinois UCC, This is a per se violation of Federal and State law.

**XVI. Affirmative Defense XVI: Violation of the Illinois Consumer Fraud and Deceptive Business Practice Act 815 ILCS 505/2 et. seq.**

78. Here, plaintiff incorporates paragraphs 1-77 and all Exhibits in her Amended Complaint.
79. As a car dealership, Buick has a duty to inspect every vehicle it put on sale. In Response to Interrogatories No. 4, defendant claims it “conducts a thorough check on all vehicles.” But in reality defendant failed to do it, because Buick admitted, in Response to Request for Production No.15, that it had no documents whatsoever to indicate there was any such inspection.
80. At plaintiff’s request, Buick had a duty to perform mechanical check-up on the subject car during the sale. Defendant convinced plaintiff it had done the work, but actually it did not, because Buick admitted, in its Response to Request for Production No.16, it had no document whatsoever to indicate it had done anything.
81. Before plaintiff made purchase decision, defendant convinced her that the car had one owner; it was traded-in at low mileage because the previous owner was rich, and the subject car had no maintenance record. In response to Interrogatories No. 4, defendant reveals “Precision Motors services all cars before bringing them to Defendant.” Further, commercial websites show the subject car (VIN 1FAFP53S0XG106195) was repaired on 07/05/2001, 05/21/2003 and 06/26/2003 respectively before the sale. See e.g. <http://www.carfax.com>. And the odometer reading on 06/26/2003 at the time of the last repair was 24514 miles. This means either Precision Motors failed to fix the car or the previous owner sent it to be repaired for the sole purpose to get rid of a defective car. Defendant claimed that mileage of the subject car was 24520 miles at the time of plaintiff’s purchase on September 4, 2003. And Buick asserted the mileage was 24509 on October 6, 2003 after it towed back the car. See Exhibit C.

82. For a single used car, defendant created different versions of Buyer Guide with different terms, defendant did not incorporate “storage fees” into the Buyer’s Guide and contract. These are express violation of Magnuson-Moss Act. It is well established that State law, such as the Illinois Fraud Act and UCC governed the issue and remedy.

**XVII. Affirmative Defense XVII: Violation Of Common Law Fraud**

83. Here, plaintiff incorporates paragraphs 1-82 and all Exhibits in her Amended Complaint.
84. Defendant certainly knew where it acquired the subject car, when the previous transaction took place, what the mileage readings of the odometer were when selling and towing back the car. Defendant was perfectly aware of whether the car had maintenance and repair record, whether Buick had inspected the car before sale. Also defendant definitely knew what the terms of the warranty when the subject car was sold and whether or not mechanical check-up had been done at plaintiff’s request. But Buick intentionally provided misleading and deceptive statements on all of these material issues in order to deceive, while plaintiff was relying on Buick’s presentation before her making purchase decision.
85. As a direct result of defendant’s deceptive business practice, plaintiff not only suffer economic damage, loss use of a car she had paid for, but also her life was put in danger once, under similar circumstance, fatal accident might occur and drivers on public highway would be injured. By filing a Counterclaim, defendant shows no remorse, it intends to make more illicit profit in Court. This is outrageous. It is an insult to our legal system.

**XVIII. Affirmative Defense XVIII: Estoppel en pais**

- 86. Here, plaintiff incorporates paragraphs 1-85 and all Exhibits in her Amended Complaint.
- 87. In a “Thank You” note and advertisement, provided by Buick and received by plaintiff, from September of 2003 to December of 2004, Buick failed to mention any warranty and storage fees. Buick showed no intention to repair or inspection of the car. As such, Buick forfeited its right to collect any fees long time ago, even if its counsel would wantonly argue there might have been such right two years ago.

**XIX. Affirmative Defense XIX: Statute of Frauds**

- 88. Here, plaintiff incorporates paragraphs 1-87 and all Exhibits in her Amended Complaint.
- 89. In the counterclaim, Buick and its counsel want to possess or dispose the subject car, keep the money plaintiff already paid, charge plaintiff \$19,600 and more. The undisputable truth is before plaintiff filed the instant lawsuit against Buick, there was no contract, no note, no memorandum or anything in writing regarding all of the hidden costs defendant and its counsel maliciously invented. As such, the reward for their Counterclaim shall be nil, zero and nothing

Respectfully submitted,

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(Plaintiff’s Signature)  
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( Date )