repeated the same, and added that there was no private cause of action for revocation of acceptance under Illinois UCC (Id at ¶140, A24). Indeed, during trial, Defendant's president testified that, in his career, he had never refunded money on purchase made, except once when he sold a car to a minor (Report at ¶68, A64-65). After the Dealer provided fraudulent statements on the car history, ownership, repair records, warranty terms, and mechanical check-up, plaintiff felt extremely lucky that she did not involve in a fatal accident. When the Dealer played tricks on the Buyer's Guide on the day of purchase, Defendant's dishonesty became obvious; when the car stalled at highway speed and a fatal accident might happen, the vehicle lost its value in the eyes of plaintiff; after finding out the Dealer provided deliberate false statement about the car's repair records, plaintiff had a good reason to reject such deceptive business practice. Further, according to Miller 762 N. E. 2d 1, 8 (1st Dist. 2001), by running a routine Carfax report on a commercial database, the Dealer knew or should have known before the time of the sale that the subject car did have records of unsuccessful consecutive repairs within a period of about one month (Exhibit L in Complaint, A47). The courts hold that where there is evidence the seller knew of the defects at time of sell, the Magnuson-Moss opportunity to cure does not apply. Radford v. Dailer Chrysler Corporation, 168 F. Supp. 2d 751, 753-4 (N. D. Oh. 2001). Finally, there is no such thing under Magnuson-Moss Act as "curing" illegal title transfers, or "curing" a misleading Buyer's Guide, or "curing" the failure to conduct an independent inspection or mechanical check-up on a vehicle. According to Lara, whenever the Dealer fails to comply with any obligations under the Magnuson-Moss Act, State law including ICFA and Illinois UCC governs the issue of remedy.

6 The Dealer's Counsel and Key Witness Were Caught Providing Deliberate False Statements at Trial

On November 22, 2006, at trial, the Dealer presented an undated letter to the IAGO, which was written by Mr. Ed Earley with a purported September 10, 2003 letter as an attachment (Report. at ¶46, A61; Defendant's Trial Exhibits 3 and 2, S67 and S66). The purported letter (S66) was allegedly addressed to plaintiff but plaintiff had never received it directly from Defendant (Report at ¶47, A62). For three years, at best, the Dealer has failed to show the purported letter was created and sent out on September 10, 2003. The worst part is, as plaintiff pointed out, the Dealer fabricated a letter it had never created or mailed on the specific date in order to deceive a governmental agency (¶¶146-148, S572-573 and S598-599). It is well established that, to get the benefit of the assumption, a party claiming that a letter was sent must produce either evidence of the actual mailing of the particular letter or evidence of the sending entity's normal business practice giving rise to an inference that the letter was sent. Godfrey v. United States, 997 F 2d 335, 338 (7th Cir. 1993); Tele v. Sunrise Chevrolet, Inc., No. 03 C 2626, 2004 WL 1194751. *8 (N. D. Ill. May 28, 2004). In this respect, Defendant fails. Further, the Dealer can never explain (1) why Defendant did not send the purported letter by fax at plaintiff's specific request, if it were really created on September 10, 2003; (2) how its purported September 10, 2003 letter was reconcilable with its September 9, 2003 "Thank you" postcard sent to plaintiff, (3) why the Dealer did not argue before the lawsuit was filed, even it knew or should have known plaintiff informed the IAGO that the letter was a fabrication (¶149 at S573); (4) why the Dealer concealed the identity of the alleged author of the purported letter

before the cut-off date of discovery, and (5) why Defendant suggested the purported letter was created by Mr. Earley in 2005 (S443), whereas in 2006 the Dealer asserted it was created by someone else; (6) why Defendant concealed any communication record between Mr. Earley and the alleged author during discovery; (7) how the purported letter was reconcilable with its "trade-in" ad (S30) sent to plaintiff, and (8) how conceivable it is that the letter was mailed by Early, but was allegedly created by some else. When Earley contended the purported letter was sent via certified mail at trial (Report at ¶91, A67), perjury was committed because he did not and cannot submit a receipt. At trial, Earley stated he called Plaintiff more than ten times in 2003 (Id. at ¶94); he further asserted he personally had a three-way telephone conversation with an insurance company and plaintiff (Id. at ¶95). Here, Earley's testimony is in direct contradiction with what he wrote in his letter sent to the IAGO where he stated: "We **tried** to respond by phone ***." (Defendant Trial Exhibit 3, S67, Emphasis added). At trial, Earley was compelled to confess that he did not even know plaintiff's area code and telephone number (Report at ¶¶92-93, A67). As such, Defendant's key witness, Mr. Earley, was caught committing perjury. It is important to note that a series of events at the time of the sale have already determined whether the Dealer violated MVICSA, Magnuson-Moss Act, ICFA, Illinois UCC, and committed fraud. The only issue that the Dealer could raise at trial, at a maximum, is whether or not Defendant had intention to honor the warranty, which terms had already been changed, after plaintiff sent out a timely and justifiable notice of revocation of acceptance. When the Dealer was caught providing irreconcilable statements on this secondary issue, plaintiff should prevail on all her claims as a matter of law.

7 Punitive Damages Should Be Imposed Against The Dealer

In Illinois, punitive damages may be awarded when torts committed can be characterized by wantonness, malice, oppression, willfulness, or other circumstances of aggravation. E. J. Mckeman Co. v Gregory, 252 Ill. App. 3d 514, 536 (1993); Mathias v. Accor Economy Lodging Inc., 374 F. 3d 672. 677 (7th Cir. Oct. 21, 2003). In the instant suit, the Dealer did not perform an independent inspection on the subject vehicle before the sale; it provided false statements on the car history and the repair record; the Dealer failed to submit any record to indicate it had ever performed a mechanical check-up on the car at plaintiff's request; the Dealer played trick on the Buyer's Guide as to the warranty terms; and after dozens of miles drive, the subject vehicle stalled at highway speed; also the Dealer had no intention to arrange any inspection on the car after receiving plaintiff's notice of revocation of acceptance, instead, it sent out "Thank you" notes and "trade-in" ad to ridicule and harass plaintiff; and the Dealer provided impossible odometer readings to defraud plaintiff, the Office of Secretary of State and the Court. The worst of all, after a lawsuit was filed, holding the car keys, having changed the car condition, the Dealer filed a counterclaim without a cause of action; the Dealer did not present the counterclaim to arbitration, did not incorporate it into an Answer. By noticing the definition of a counterclaim, either compulsory or permissible, one can conclude that the Dealer's counterclaim is a non-meritorious filing. When Defendant and its counsel presented the frivolous counterclaim at trial, it was part of a scheme to mislead the court, derail the court proceedings, and harass plaintiff. Furthermore, Defendant admitted that the subject vehicle was vandalized at its premise while its counsel held or lost the car

keys (Defendant Answer to Interrogatory #13; S378), and plaintiff had been deprived of any opportunity to conduct inspection on physical evidence. Therefore, plaintiff is entitled to relief for punitive damages because the Dealer's actions and inactions were taken with reckless indifference to plaintiff's rights or were malicious, motivated solely by its desire to make a profit regardless of the illegality of the sale and regardless of consumers' safety. Crowder v. Bob Obling Enters., Inc., 148 Ill. App. 3d 313, 101 Ill. Dec. 748, 499 N. E. 2d 115, 119 (4th Dist. 1986). Additionally, it is noteworthy that violation of MVICSA and its regulations can also be a violation of Consumer Fraud Act of a State. When that happens, award of damages under state deceptive practice act as well as federal odometer act did not constitute double recovery. Washburn v. Vandiver, 379, S. E. 2d 65, 69 (N. C. Ct. App. 1989).

D. Count X Is Legally and Factually Sufficient to State a Claim

It is important to bear in mind that the ruling on plaintiff's claims on Count X – fraud upon tribunal – was made on a motion to dismiss. When reviewing a motion to dismiss, an appellate court assumes as true all facts pleaded in the complaint according to Ziemba 142 Ill. 2d 42, 566 N. E. 2d 1365, 1366 (1991). In its motion to dismiss, the Dealer presents two arguments in total: (1) Fraud upon tribunal is not a cause of action in Illinois (C551); (2) this specific count is directed at counsel, not a party. As Plaintiff refuted (C640-C646 and citations therein), both of the Dealer's arguments are not correct statement of law and fact. In Illinois, when a party and its counsel are engaged in fraud, which is directed at a tribunal, "fraud upon tribunal" is

a viable cause of action. In re Ingersoll, 710 N. E. 2d 390, 186 Ill. 2d 163, 168 (Ill. 1999).

In the Complaint, plaintiff alleged: (1) Defendant's counsel Vorberg put her credibility at issue from the start (Complaint at ¶¶142-144, A24); (2) the Dealer and its counsel, willingly and knowingly, misstate the law (Id. ¶¶ 139-140); (3) the Dealer and its counsel provided deliberate false statements or fabricated evidence (Id, ¶¶ 145-146, ¶¶148-153, A24-26); (4) the Dealer and its counsel became eager and eager to get the car keys from plaintiff after the lawsuit was filed, although they have no legitimate reason to do so (Id at ¶¶154-158, A26); (5) the Dealer and its counsel provide fraudulent statements in open court, and conceal their ulterior motive when asking for car keys (Id, ¶¶ 155-156); (6) the Dealer and its counsel have been involved in a scheme to avoid or change a trial judge (Id, ¶¶ 174-181, A 29-30; and Exhibits Q and R, A53-54), and they have been participated in soliciting court order in their favor (Id, ¶¶ 171-172, A28). All these factual allegations, at a minimum, are sufficient to support a viable claim on Count X. Based on evidence; plaintiff believes that the Dealer's counsel became an actor from the moment when she provided deliberate false statements in and out of court when asking for car keys. A series of events reveal the malicious motive from the Dealer --- That is, to change the car condition first, file a counterclaim next, deprive plaintiff's right to conduct meaningful discovery on physical evidence, then, at the very least, Defendant could create confusion by concocting a false story that it had demanded car keys directly from plaintiff before the lawsuit (Id. at ¶170, A28). Defendant and its counsel knew

this was a calculated scheme to deceive. Therefore, they chose not to file a written motion, or a notice of motion when demanding a court order for the car keys. Defendant played the similar trick when it was avoiding or choosing a Judge --- The Dealer did not withdraw jury demand at Courtroom 1304 as the rule required, which was set forth by courtroom 1501 (9/23/05 Order at ¶5, C660), and Defendant did not file any written motion for the withdrawal of jury demand (Complaint at ¶181, A30). Such impermissible practice from the Dealer and its counsel deprived plaintiff's fundamental rights of due process, also they placed several circuit court judges into an improper position as a routine, both reversible and irreversible errors had been made in the instant case, as it is well established: "an order entered on a motion without notice is void." Wilson v Moore,13 Ill. App. 3d 632, 301 N. E. 2d 39, 40 (1st Dist. 1973).

In the Complaint, plaintiff states: "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" (Id. ¶183, A30). Unfortunately, plaintiff's prediction becomes realty (Motion to Disqualify at ¶¶24-31, S465-468). At trial, Defendant spent a lot of time and energy to elaborate its counterclaim (Report at ¶11, A57). Failing to comply Rule 90(c) and presenting her own letters as inadmissible evidence at arbitration, Vorberg was destined to do the same during trial. Indeed, she presented four letters of her own as trial exhibits (Id. at ¶58, A63; and at ¶111, A70), which were rife with impermissible hearsay and false statements. Apparently, the Dealer and its counsel were emboldened by the incorrect dismissal of Count X, and

their deceitful practice had not been stopped during discovery. As a result, the Dealer's counsel induced, encouraged or kept silence on perjury at trial (Id. at ¶¶92-95, A67), and the Dealer's counsel provided deliberate false statements on material facts, and eventually she was caught by the trial judge (Id. at ¶8, A57 and ¶¶96-99, A67-68). The First District Appellate Court holds, that the reliance by an attorney on the attorney's client and not making a full and complete review of the facts, as required by law, is indicative of fraud upon the court. Edwards v. Estate of Harrison, 235 Ill. App. 3d 213, 601 N. E. 2d 862, 869 (1st Dist. 1992).

E. The Predetermined And Biased "Final Judgment" Is A Production of Fundamental Errors

1 The Trial Judge Erred in Failing to Purge Void Orders And in Deferring Ruling on Jurisdictional Matters

When plaintiff questioned the jurisdictional limit at Courtroom 1104 in her motions filed on February 27, March 3 and September 5 of 2006, it is improper for the trial judge to deny or defer a ruling until the end of a trial (Notice of Appeal at ¶¶5-6, ¶8 and ¶13, A124). And the trial judge erred in converting all orders entered in November of 2005 into valid ones whereas they shall be void as a matter of law (Id. at ¶5, A124). Further, disregarding the illegality of the subject sale, the trial judge predetermined the outcome of the case on September 29, 2006, that was three months before a trial. (C662, A73). Without question, such a "judgment" cannot be a justification of procuring and sustaining jurisdiction over the case. In Littleton v. Berling, 468 F. 2d 389, 412 (7th Cir. 1972), the court provides: "Courts are the mere

instruments of the law, *** Judicial power is never exercised for the purpose of giving effect to the will of the judge; always for the purpose of giving effect to the will of legislature; or, in other words, to the will of law."

2 Plaintiff's Due Process Rights Were Deprived When Statutory Procedure And Discovery Rules Were Ignored

After receiving the car keys, the Dealer deprived plaintiff from any meaningful inspection of the subject car, because the vehicle was vandalized at the Dealer's premise, and the physical evidence had gone forever. After the instant case was transferred to Courtroom 1104, plaintiff's due process rights were further ignored by a series of rulings, which are listed below as several examples: (1) On February 9, 2006, the instant case was set for trial on March 13, 2006 (A 130). Only after plaintiff filed an emergency motion, then, discovery started (Notice of Appeal at ¶6, A124, A132). (2) Defendant prepared the February 28, 2006 order, in part 4, it stated: "Discovery is cut-off on April 12, 2006." As a result, plaintiff would have no opportunity to pinpoint and depose any witness working for the Dealer, since Defendant could assert improper objections on most of the discovery request, and conceal identities of key witnesses; (3) In 2006, the Dealer asserted that the alleged author of the Buyer's Guide was Mr. Charles Rollins (Motion to Disqualify at ¶20, S464) but Mr. Henry Holton's name appeared on the back of at least two versions of the Buyer's Guide (Id. at ¶¶18-22, S463-464, Exhibits N and O; Post-trial Motion at ¶25, A80), and Defendant's counsel provided fraudulent statements before and during trial about the availability and employment status of Mr. Holton. The trial judge erred in tolerating all these misconducts; (4) When answering plaintiff Interrogatory No. 1, the Dealer contends:

"Defendant has no burden to identify facts supporting its denial" in its Answer (Answer to Interrogatory #1, C231). Indeed, the Dealer provided a lot of deliberate false statements in its pleadings by asserting denial of incontestable facts as plaintiff pointed out at ¶¶19-31, S391-393. As Illinois is a fact-pleading jurisdiction, the trial judge erred in permitting Defendant's such practice. (5) When Defendant was compelled to produce a copy of the motion for asking car keys, it submitted a stack of non-responsive materials in order to conceal that its counsel had never filed such a motion (Defendant's Response for Production #20, S323 and S333-353). This kind of affirmative concealment is impermissible as a matter of law. Williams v. A. E. Staley Manufacturing Co. 83 Ill. 2d 559, 566, 416 N. E. 2d 252 (1981). By conniving with deliberate false response, the trial judge erred in not enforcing Illinois Rule 219 (c). (6) Confronting documentary evidence, the Dealer denied it sent "trade-in" ad to plaintiff in its response to request for admission (Post-trial Motion at ¶71, A91, Exhibit N, A116). The trial judge erred in tolerating such deceptive behavior. (7) When Defendant and its counsel submitted a false document by fabricating another version of a Buyer's Guide (C176-182), plaintiff timely pointed this out (C218 at ¶¶4 and 5). The trial judge erred in not sanctioning the Dealer and/or its counsel; (8) On June 14, 2006, when Defendant's counsel handed over a stack of papers as a combined motion to plaintiff at a hearing (Notice of Appeal at ¶10, A125 and part 10 of the order, A139), the trial judge erred in granting Defendant's motion although the Dealer's discovery responses attached therein were rife with fraudulent statements and materials (Pl. Renewed Motion to Compel, S357-387); and by submitting the motion, Defendant violated Illinois Rule 11, and Rule 2.1 of the Circuit Court. (9) The Dealer

contended it "bought" the subject vehicle from Precision Motors, Inc., but stated Defendant was not in possession of financial transaction documents (Post-trial Motion at ¶97, A97-98, Exhibit O, A 117-118). The trial judge erred in winking at such patent falsehoods, by allowing the Dealer to conceal financial documents. Buehler v. Whalen, 70 Ill. 2d 51, 67, 374 N. E. 2d 460 (1977) (Our discovery procedure are meaningless unless a violation entails a penalty proportionate to the gravity of the violation); (10) After the case was transferred to court room 1104, during discovery, the trial judge erred as a matter of law in predetermining that punitive damages were not available for the instant case; (11) During discovery, the Dealer, based on "attorney/client privilege," objected to provide the names of all its counsel who appeared at hearings and provided conflicting statements (Defendant's Response to Production #28, C200), and the trial judge erred in allowing such a frivolous contention from Defendant; and (12) most important of all, in the instant case, there was no meaningful Rule 218 Pretrial Conference arranged at Courtroom 1104 whereas the trial dates were set and reset again and again. Under such circumstances, plaintiff could not predict what exhibits Defendant would present at trial, plaintiff would have no opportunity to assert punitive damage; and plaintiff would have no opportunity to file any motion in limine or a motion for summary judgment. In sum, the instant case was processed as or like a small claim by the trial judge; and the Dealer's concealment and false discovery responses went directly to the very essence of the case. As a result, plaintiff's rights of due process have been deprived as Illinois Supreme Court Rules 218 and 219 have never been followed or enforced in this case. Since these Rules should be binding both upon the court and litigants, Bright v. Dicke, 166 Ill. 2d 204,

210, 652 N. E. 2d 275, 277-78 (1995), and it is well established that "false discovery responses taint the whole process." Romano Brothers Beverage Co. v D'Agostino-Yerow Assc. Inc. 1996 U. S. Dist. LEXIS 10730, 47 (N. E Ill. 1996), Part 1 of the "final judgment order" should be reversed or vacated as a matter of law.

3 The Trial Judge Erred in Arbitrarily Ruling on Affirmative Defenses

In the course of the instant suit, plaintiff clearly and repeatedly demonstrated that the Dealer's counterclaim is a frivolous and abusive filing (S138-143, 216-219 and C72-86). If this is a correct assessment as it should be, all orders issued by the trial judge on plaintiff's affirmative defenses are erroneous. Also the trial judge erred in granting Defendant's motion to strike plaintiff's reply to Defendant's affirmative defenses II and IV in part 5 of its May 4, 2006 Order (Notice of Appeal at ¶8, A124), because the Dealer's affirmative defenses II and IV are irreconcilable (C240-245), and its affirmative defense IV, disclaiming all implied warranty, is in express violation of the Magnuson-Moss Act under 15 U. S. C §2308 (Motion to Strike at IV B and D, S262-264). Further, since the Dealer fails to explicitly incorporate any of its affirmative defenses into an operative Answer, the trial judge erred in allowing the Dealer to raise any related issues at trial after Defendant had already abandoned them. Larkin v Sanelli, 213 Ill. App. 3d 597, 602, 572 N. E. 2d 1145, 1149 (1st Dist. 1991).

4 The Trial Judge Erred in Allowing Defendant's Counsel to Present Inadmissible And False Evidence at Trial

At trial, after one and half year "investigation," the Dealer's counsel, Ms. Vorberg asserted why a car would stall could be anything. (Report at ¶10, A57). Such

an evasive statement was the Dealer's major defense as to the breach of implied warranty. At trial, regardless of plaintiff's objections, Vorberg presented four letters of her own as trial exhibits (Id at ¶58, A63 and at ¶111, A70; Post-trial Motion at ¶¶50, 52, 61, A86 and A89). Vorberg knew that there were false statements in her February 28, 2005 letter because plaintiff pointed those out in her correspondences dated March 2 and March 14, 2005 (Complaint at ¶155, A 26, Exhibit P, A52; Def. Tri. Ex. 3(1) at S40). And Vorberg knew that she was providing inadmissible hearsay and fraudulent statement in her March 9, 2005 letter too (Def. Tri. Ex. 3(2), S41-42), since she was fully aware of the fact that Mr. Haas and the law firm had withdrawn from this case. Also Vorberg knew the falsity of the statements in her May 17 and June 22, 2005 letters as well, as those letters on their face constituted a threat to file a non-meritorious lawsuit in violation of Illinois Supreme Court Rule 137, and Defendant had never produced the June 22, 2005 letter at plaintiff's discovery request (Complaint, ¶ 167, A28; Def. Tri. Ex. 5 and 6, S44 and S45). Further, Vorberg knew better than anyone else that during discovery, Defendant was compelled to produce a testimony from an "expert", but the Dealer failed. Without question, Vorberg could not forget that the Dealer attempted to assert an affirmative defense of misuse of car – lack of fuel, which had been stricken (03/28/2006 Order at ¶1, C117); moreover, Vorberg could not deny that there was simply no expert witness to testify for the Dealer, also she should remember vividly what she stated in open court on April 4, 2005 (Complaint, ¶159, A26), which was contradictory to what she wrote in her May 17, 2005 letter. It is on the record that as early as April 15, 2005, Vorberg identified herself as a potential witness by filing an affidavit (¶26 at S465 and S493) whereas

IRPC 3.7 generally prohibited such a practice. Jones v. City of Chicago, 610 F. Supp. 350, 354 (N. D. Ill. 1984); and it is well established that a lawyer should be disciplined for offering false evidence according to In re Ingersoll, Furthermore, when presenting inadmissible and/or false evidence, Vorberg had been trying to conceal the illegality of the vehicle title transfers from and to the Dealer, to cover up the Dealer's deceptive business practice and the frivolity of the Dealer's counterclaim. Therefore, the trial judge abused his discretion in not disqualifying or sanctioning the Dealer's counsel, especially after the judge personally caught Vorberg providing irreconcilable statements at trial (Report at ¶8, A57 and ¶¶96-99, A67-68). It is well established that "[O]utright fraud on the court of this State is not to be countenanced. A judgment procured by fraud is void and will not be enforced." Tomm's Redemption, Inc., v. Jae Park, 333 Ill. App. 3d 1003, 777 N. E. 2d 522, 528 (1st District, 2002). ("We do not expect that a party should be rewarded because it was able to conceal the true nature of the contract it seeks to enforce.")

5 Part 1 of the "Final Judgment Order" Is in Intrinsic Confliction with the Rest Parts of the Same Order

In a Combined Motion filed on September 5, 2006, plaintiff asserted an affirmative defense based on illegality of the sale (S418-421). Since the illegality of the title transfers of the subject car from and to the Dealer had been proven before and at trial, plaintiff must prevail. Therefore, Part 1 of the "final judgment order" was issued without any legal ground. Also there would be no evidence whatsoever to support a "judgment" predetermined three months before a trial, as the trial judge

indicated and the supplemental record demonstrated that most of important plaintiff's filings had been lost at some time in the course of this case. Further, Part 1 of the "Final Judgment Order" was legally inconsistent with Part 2 of the same order, since by demanding storage fees from the first day it towed back the car, the Dealer's counterclaim on its face violates Magnuson-Moss Act. Finally, the December 1, 2006 order on its face runs counter with 735 ILCS 5/2-1203, because a Final Judgment Order, at the very least, is not enforceable before a post-trial motion had been denied. When the Dealer dumped and trashed a vandalized car in front plaintiff's door, while the car key was lost or was still held by its counsel under the pretext of executing Part 4 of the "final judgment order' (S526-532), both Defendant and its counsel were attacking the basic principle of law and the foundation of our judicial system. Therefore, plaintiff is entitled to additional relief.

6 Plaintiff's Constitutional Rights Were Violated by the "Final Judgment Order"

At trial, Defendant demanded more than $30,000 for its counterclaim; this placed the trial judge into an improper position. And the trial judge knew that, induced by its counsel, the Dealer's witness committed perjury. (Report at ¶¶91-95, A67). When the Dealer's counsel presented four letters of her own as trial exhibits, when the Dealer's counsel was caught providing irreconcilable statements of material facts, although predetermined and biased, facing patent falsehoods and a flood of irreconcilable statements from Defendant, the judge had to stop the proceedings and set a settlement term (Id. at ¶100, A68). After plaintiff rejected the settlement terms and filed an Emergency Motion To Compel Admissible Evidence on November 27,

2006, (Id. at ¶101, A68; and C671-686), the trial judge still did not want the Dealer to lose a case, or pay attorney fees to plaintiff's counsel. The trial judge erred in entering the "final judgment order" adverse to plaintiff. Such a ruling is fundamentally wrong according to Littleton v. Berling, as the Dealer possessed or offered no admissible evidence whatsoever in its defense. And what plaintiff did was perfectly legal and justifiable under the First and the Fourteenth Amendment of the U. S. Constitution, as the Court holds "a litigant has a duty, independent of that his or her attorney, to follow the progress of the case and to take actions when counsel does not." Sakun v. Taffer, 268 Ill. App. 3d 343, 643 N. E. 2d 1271, 1276 (1st Dist. 1994).

CONCLUSION

Plaintiff prays the appellate court to confirm or declare the pertinent orders or parts of the orders entered by the trial court void or voidable, reverse or vacate the pertinent parts of the orders, and remand this case with directions to reinstate all counts of the complaint for further proceedings, or for such other and further relief as the Honorable Court may deem proper.

Date: _____ Respectfully submitted.

_____

Signature of Yuling Zhan

Yuling Zhan
Plaintiff-Appellant, per se
3121 S. Lowe, Chicago, IL 60616
Telephone (312) – 225 - 4401