

APPEAL TO THE APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

FROM THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FIRST DISTRICT

Yuling Zhan)
Plaintiff-Appellant,)
V.) Circuit Court No: 04 M1 23226
Napleton Buick Inc,) Trial Judge: Hon. Wayne Rhine
Defendant - Appellee)

PLAINTIFF-APPELLANT'S PROPOSED

REPORT OF PROCEEDINGS

(PROPOSED BYSTANDER'S REPORT)

Plaintiff-Appellant Yuling Zhan, pro se respectfully submits the Proposed Report Of Proceedings (Bystander's Report), pursuant to Illinois Rule 323 (c) and states:

November 22, 2006 Trial

1. On Friday, November 22, 2006, a trial of the instant case started at 9:30 am in Courtroom 1104;
2. Hon. Judge Wayne Rhine presided the trial, who was going to retire after December 1, 2006;

3. Plaintiff-Appellant was represented by her counsel Mr. Todd Carcelli;
4. Defendant-Appellee was represented by its counsel Ms. Elaine S. Vorberg. Mr. Ryan Haas, several other counsel and their firm Childress Duffy Goldblatt, Ltd. originally represented Defendant-Appellee, had already withdrawn from the instant suit;
5. Plaintiff-Appellant attended the trial and testified as a witness;
6. Plaintiff-Appellant's witness, Mr. Qi J. Liu, did not testify, but he stayed in the court room from the beginning to the end during the whole trial;
7. Defendant-Appellee presented two witnesses, its president Mr. Nicholas J. D'Andrea, and its general manager Mr. Ed Earley;
8. As a start, Hon. Rhine asked where was Mr. Henry Holton. Ms. Vorberg answered: "he is not available because he is not employed by Defendant any more."
9. In the opening statement, Mr. Carcelli stated Plaintiff-Appellant filed a complaint on multiple counts directed at Defendant-Appellee;
10. In the opening statement, Ms. Verberg stated why a car would stall could be anything, such as bad gas or no gas, the subject car was towed to Defendant-Appellee's lot on September 8, 2003, storage fee was \$30/day in 2003 and \$35/day later in 2004.
11. In the opening statement, Ms. Verberg stated the dollar value of Defendant-Appellee's Counterclaim amounted to more than \$30000 on November 22, 2006;
12. At trial, Mr. Carcelli called Plaintiff-Appellant to testify and asked her: "what happened when you bought the car?" Plaintiff-Appellant stated that "On September 4, 2003, I intended to buy a reliable car from a Toyota or a CarMax dealer or from a dealer at Bensenville, because I just found a new job in the suburb far away from Chicago, and I needed a more reliable car than the one I still owned ";
13. At trial, Plaintiff-Appellant testified that she had another car in use which was bought from a Toyota dealer at Elmhurst several years ago;

14. At trial, Plaintiff-Appellant testified “I knew that any customer at CarMax could get free parts and free labor for repair within 30 days of purchase, and customer could ask refund within 5 days if there was something wrong with the car”;
15. At trial, Plaintiff-Appellant testified: “I tried to find out the nearest Toyota or CarMax dealer from my home, and I searched at Yellow Pages, so I decided to go to Toyota at Western Avenue first”;
16. At trial, Plaintiff-Appellant testified that “in the afternoon of September 4, 2003 I did not find a satisfactory car at Toyota on Western, so I walked around and stopped by at Defendant. It is adjacent to the Toyota dealer at Western Avenue”;
17. At trial, Plaintiff-Appellant testified “I told several salesmen I wanted a more reliable car for daily transportation to and from work in the suburb far way from Chicago, They showed me a 1999 Ford Taurus”;
18. At trial, Plaintiff-Appellant testified the salesmen told her that “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.
19. At trial, Plaintiff-Appellant testified that “ I was told the car was under one-hundred-percent warranty, full warranty, four or five salesmen were there, surrounding me, and only WARRANTY box was checked on the Buyer’s Guide on the car window”;
20. During examination by Mr. Carcelli on the warranty terms, Plaintiff-Appellant stated “ I though what Defendant offered was similar or better than CarMax, at least free parts, free labor for any repair within one months”;
21. At trial, Plaintiff-Appellant testified that “ I was told the car was a one-owner, a trade-in, the car had no repair record”.

22. During examination by Mr. Carcelli on the repair record, Plaintiff-Appellant stated “ I asked the salesmen about this, and I would never buy the car if the salesmen told me the car had repair record”;
23. During examination by Mr. Carcelli on the issue why a trade-in car made a difference, Plaintiff replied: “I would never buy a car which came from a repair shop if they told me that”;
24. At trial, Plaintiff-Appellant testified that: “ I asked the salesmen why previous owner sold the car, while the mileage was low.” “Some people get rich, God blessed them.” A salesman replied;
25. During examination by Mr. Carcelli on why the previous owner was or was not rich was a factor, Plaintiff-Appellant stated, “ as I understood, that meant the car was well maintained, at low mileage because it had been rarely used, and it was sold at low mileage under good condition”;
26. At trial, Plaintiff-Appellant testified that she asked salesmen to do mechanical check on the car;
27. At trial, Plaintiff-Appellant testified “sometime later, the salesmen told me that the car was ready to go. And one of them added, ‘Mechanical check is done. It is a good car, safety is guaranteed.’”
28. At trial, Plaintiff-Appellant testified that Plaintiff wrote a check to Defendant-Appellee after someone pointed here and there and required her to sign on some purchase documents;
29. At trial, when Mr. Carcelli asked what happened afterwards, Plaintiff-Appellant answered: “ after I drove the car home, I found out there was no warranty paper among the sale documents, and I called Defendant immediately, someone answered the phone, asked me: ‘Would you come here again and pick it up?’ I said: ‘ No. I am very busy now. Would you please fax it to me?’”
30. At trial, Plaintiff-Appellant testified that Defendant-Appellee faxed her a front page of a Buyer’s Guide at her request, but it was not what she saw at the dealership;

31. During examination, Mr. Carcelli presented two front sides of two versions of a Buyer's Guide. Plaintiff-Appellant identified those were not Defendant-Appellee faxed to her on September 4, 2003. Instead, those were Defendant-Appellee produced during discovery.
32. Plaintiff-Appellant further testified those two documents provided two versions of a Buyer's Guide, they were different, one of them was part of a Buyer's Guide; and on the other, there was an April 13, 2006 date on it, which was the date after the lawsuit had been filed;
33. At trial, Plaintiff-Appellant testified that, " On Saturday, September 6, 2003, I filled up the gas tank of the car and bought insurance for it";
34. At trial, Plaintiff-Appellant testified that, although Defendant-Appellee was supposed to inspect the car before sale, and it promised to perform mechanical check-up on it, on the first day she drove the subject car to and from work, it stalled at highway speed of about 60 miles/hr. It was very dangerous and scary. She was lucky that a possible fatal accident did not occur;
35. At trial, Plaintiff-Appellant testified that when the subject car stalled, "there was at least more than half tank of gas in it, and a gentleman named Edward O'Brien stopped by, tried to help me, but the car could not start";
36. Mr. Carcelli asked when Plaintiff left home for work on September 8, 2003 and how long it took for Plaintiff-Appellant to arrive at work. Plaintiff-Appellant answered " I left home at about 7:30 am and it was about one-hour drive";
37. At trial, Plaintiff-Appellant testified that when Mr. O'Brien and Plaintiff-Appellant called Defendant-Appellee, and she required the dealer to tow back the car and expected to get her money back;
38. At trial, Plaintiff-Appellant testified that after Mr. O'Brien drove her home in the late evening, she called Defendant-Appellee before midnight on September 8, 2003, to make sure the dealer did tow back

- the car. Again, Plaintiff-Appellant told the person what happened, wanted her money back because the car was too dangerous to drive;
39. At trial, Plaintiff-Appellant testified that on September 9, 2003, she sent a fax and a letter to Defendant-Appellee, requesting it to respond in writing by fax within three days in order to solve the problem within one week;
 40. During examination, Mr. Carcelli presented a copy of the September 9, 2003 letter and fax, Plaintiff-Appellant identified that was a copy of the letter or fax she sent to Defendant-Appellee;
 41. After Mr. Carcelli presented a copy of the September 9, 2003 letter and fax, Plaintiff-Appellant testified: “ On the early morning of September 9, 2003, I found out my check was cleared on Friday, September 5, 2003. After I searched the Internet and found out, in contrary to what I was told at the dealer, there were repair records on the car. So I wanted to get my money back”;
 42. During examination, Mr. Carcelli asked: “ Did you receive a fax from the dealer?” Plaintiff-Appellant answer: “No. Never. Not from Defendant.”
 43. Mr. Carcelli asked: “How about telephone calls?” Plaintiff-Appellant responded: “There was no telephone call from Defendant after I sent them a fax.”
 44. Mr. Carcelli asked again: “How about letter?” Plaintiff-Appellant replied: “I got a ‘Thank you’ note, the date on it showed the dealer sent me that note on the second day it towed back the car.”
 45. At trial, Plaintiff-Appellant testified that since she did not receive a fax or any response from Defendant-Appellee, she sent a letter to the Illinois Attorney General’s Office;
 46. At trial, Plaintiff-Appellant testified that the Illinois Attorney General’s Office sent her Defendant-Appellee’s response, which contained a undated letter drafted by Mr. Ed. Earley, and a purported September 10, 2003 letter as attachment without a printed name on it;

47. At trial, Plaintiff-Appellant testified that she had never received the purported September 10, 2003 letter directly from Defendant-Appellee, And Plaintiff-Appellant testified that she wrote another two letters to the Illinois Attorney General Office, and pointed it out that the purported September 10, 2003 letter was fabricated;
48. At trial, Plaintiff-Appellant testified that in order to solve the problem without a lawsuit, she sent three letters in total to the Illinois Attorney General's Office;
49. At trial, Plaintiff-Appellant testified that in addition to a "Thank you" note sent by Defendant-Appellee after it towed back the car on September 8, 2003, Defendant-Appellee sent another "Thank you " note to her in October of 2003 after she contacted the Illinois Attorney General's Office. At the same time, she received no phone call, no fax from Defendant-Appellee;
50. During examination, Mr. Carcelli presented a copy of a "Thank you" note, Plaintiff-Appellant identified that was the second "Thank you" note Defendant-Appellee sent to her in October of 2003;
51. At trial, Plaintiff-Appellant testified that after September 8, 2003, she had to rent a car going to and from work for three months, while expecting the problem could be solved by the help from the Illinois Attorney General's Office;
52. At trial, Plaintiff-Appellant testified that for more than seven months in 2004, after she knew a little bit better about the neighborhood of her new work place, she had to take bus, train and pace going to and from work no matter what the weather condition was for each day, and transportation alone would take more than five hours for each week-day;
53. At trial, Plaintiff-Appellant testified that in August of 2004, she received an advertisement material from Defendant-Appellee, which asked her to "trade-in" the subject car with Defendant-Appellee;

54. At trial, Mr. Carcelli presented the “trade-in” ad as an Exhibit. Plaintiff-Appellant identified that was she received in August of 2004. Defendant-Appellee and its counsel Ms. Vorberg did not say a word about the “trade-in” ad at that moment;
55. During cross-examination, Ms. Vorberg presented Mr. Earley’s letter and the purported September 10, 2003 letter attached to it, which were sent to the Illinois Attorney General’s Office, and asked whether Plaintiff-Appellant had received them from the same governmental agency. Plaintiff-Appellant answered Yes;
56. During cross-examination, Ms. Vorberg stated: “In your September 8, 2003 letter, you demanded insurance premium for the car in the amount of \$77, but your insurance bill is due on October 2, 2003. Explain.” Plaintiff-Appellant replied: “ I did bought insurance for the subject car on September 6, 2003. I had another car, Toyota Corolla Eventually I paid all my car insurance bills before October 2, 2003”;
57. During cross-examination, Ms. Vorberg asked: “ After the car stalled, you called in and said ‘ I want my money back,” in your letter you demanded to ‘refund the money’. You did not say the word of ‘revoke’, did you?” Plaintiff-Appellant replied: “No. It meant the same”;
58. During cross-examination, regardless of Mr. Carcelli’s objection based on in litigation and hearsay, Ms. Vorberg presented two letters of her own, dated February 28 and March 9 of 2005, then asked whether or not Plaintiff-Appellant had received them after she filed the lawsuit. Plaintiff-Appellant answered Yes;
59. During cross-examination, Ms. Vorberg asked Plaintiff-Appellant: “ You did not give car keys to Defendant before its counsel acquired a court order. Did you?” Plaintiff-Appellant countered: “No. There is no legitimate reason to ask for car keys after I filed a lawsuit”;
60. During cross-examination, Ms. Vorberg asked Plaintiff-Appellant where she sent the car keys at Defendant-Appellee’s request after the lawsuit

was filed. Plaintiff-Appellant answered: “ I sent to its counsel via registered mail”;

61. During cross-examination, Ms. Vorberg asked that at the moment Plaintiff-Appellant found the warranty terms were changed, why she did not argue with Defendant-Appellee promptly.
62. Plaintiff-Appellant answered: “ I did. I called Defendant immediately after I received the fax, but the line was busy, and I knew such a thing would take time and I was busy to prepare my new job which would start on Monday, and I planed to discuss and solve the problem by going to the dealer after I finished my first day of work on Monday”;
63. During cross-examination, Ms. Vorberg asked Plaintiff-Appellant: “You sent three letters to the Illinois Attorney General’s Office, but you did not mention the word of ‘warranty’ in all of them, Yes or no?” Plaintiff-Appellant answered No
64. During cross-examination, Ms. Vorberg asked Plaintiff-Appellant: “Is it possible you could drive at about 60 mile/hr on expressway during rush hour?” Plaintiff-Appellant answered that was the way it about was when the car stalled;
65. At trial, Mr. Carcelli called Defendant’s witness, its president Mr. D’Andrea to testify, Mr. D’Andrea stated that Defendant-Appellee’s lot was about one-street-block, usually there were one hundred new and used car in there, he did not know how many cars were sold per quarter or per year because there was fluctuation on the numbers;
66. At trial, Mr. D’Andrea testified there were 34 employees at Defendant-Appellee in 2003, among them, four employees in charge of new car sale, and four in charge of used car sale;
67. At trial, Mr. D’Andrea testified he bought used cars from Precision Motors Inc and in 2003 there were about 50 new cars and 50 used cars on the lot;
68. At trial, Mr. D’Andrea testified he was a salesman for more than ten years before 2003, and he became a dealer in 2003. Mr. D’Andrea

stated that, “as a salesperson or a dealer, I never refunded money on purchase made, except once under circumstances”;

69. At trial, Mr. Carcelli asked Mr. D’Andrea: “Did you talk with Ms. Zhan on September 4, 2003?” Mr. D’Andrea answered: “No.”
70. At trial, Mr. Carcelli asked Mr. D’Andrea: “When did you know the subject sale took place?” Mr. D’Andrea replied: “After the sale documents came to my desk. I paid salesman commission.”
71. At trial, Mr. D’Andrea was shown two front sides of two versions of a Buyer’s Guide with different contents. Mr. D’Andrea testified that the handwriting version of a Buyer’s Guide was written by a clerk;
72. At trial, Mr. D’Andrea, stated he did not know when the purported September 10, 2003 letter was sent out to Plaintiff-Appellant;
73. At trial, Mr. D’Andrea, stated although he did not know when the purported September 10, 2003 letter was allegedly sent out but he assumed it should be stamped on a specific unknown date;
74. At trial, Mr. D’Andrea, was shown a copy of Plaintiff-Appellant’s September 9, 2003 letter and fax, which required Defendant-Appellee to respond by fax in three days in order to solve the problem within one week. Mr. D’Andrea and counsel Ms. Vorberg did not respond with a word about it. And Mr. D’Andrea did not explain why Defendant-Appellee did not do it according to Plaintiff-Appellant’s request;
75. At trial, Mr. D’Andrea, was shown an October 6, 2003 Odometer Statement Form, which showed Defendant-Appellee acted as a transferee. Mr. D’Andrea stated that he was not sure who at Defendant-Appellee signed the form, and he stated the transferor Precision Motors Inc. was a wholesaler.
76. At trial, Mr. D’Andrea, was shown a Purchase Order And Invoice Defendant-Appellee issued to Plaintiff-Appellant on September 4, 2003, on which there was an odometer reading of 24520 miles on it.

77. At trial, Mr. D'Andrea, was shown a "trade-in" advertisement material Defendant-Appellee sent to Plaintiff-Appellant, Mr. D'Andrea and counsel Ms. Vorberg admitted that was true by their silence
78. During cross-examination, Ms. Vorberg asked Mr. D'Andrea: "How and why a car can stall on a freeway?" Mr. D'Andrea answered: "It could be anything: a flat tire, no gas, bad gas, or anything else".
79. During cross-examination by Ms. Vorberg on whether Mr. D'Andrea attended an April 11, 2005 inspection as Defendant-Appellee named it, Mr. D'Andrea answered that " Yes. I did," and he further added: " a mechanic was there, he knocked at the gas tank, and he suspected there was no enough gas in it";
80. The Honorable Judge ordered a recess at about 1:30 pm on November 22, 2006;
81. And the trial continued at 2:45 pm in Courtroom 1104;
82. In the afternoon on November 22, 2006 at trial, Defendant's witness, general manager Mr. Ed Earley, stated he worked at Defendant-Appellee for eleven years;
83. At trial, Mr. Earley stated Defendant-Appellee owned the subject car at the time of the sale, but it did not have the title of the subject car at that time yet;
84. At trial, Mr. Earley, stated Defendant did not know the subject had repair records when Defendant-Appellee acquired it;
85. At trial, Plaintiff-Appellant's counsel Mr. Carcelli asked Mr. Earley why the odometer reading on October 6, 2003 was lower than that of September 4, 2003. Mr. Earley answered that was the way it was;
86. At trial, when Plaintiff-Appellant's counsel Mr. Carcelli asked again: "Why you sold the car on September 4, 2003, but got a odometer statement form from Precision Motors Inc. one month later on October 6, 2003? And why the odometer reading on October 6, 2003 is lower than that on September 4, 2003?"

87. Mr. Earley stated: "The reading on October 6, 2003 reflected that before we bought the car";
88. During examination, Mr. Carcelli asked what company Precision Motors Inc. was. Mr. Earley responded: "It is a wholesaler";
89. During examination, Mr. Carcelli showed Mr. Earley two versions of a Buyer's Guide, and asked which one, if any of them, was on the car window during the sale. Mr. Earley responded: "I don't know. I was not there";
90. At trial, Mr. Earley, stated "I had contacted the Office of Secretary of Sate of Illinois to apply license for the car";
91. At trial, Mr. Earley, stated the purported September 10, 2003 letter attached to his letter sent to the Illinois Attorney General' Office was mailed to Plaintiff-Appellant via certified mail.
92. At trial, during examination, Mr. Carcelli asked Mr. Earley: "Did you know Plaintiff's telephone number in 2003?" Mr. Earley answered "No.";
93. At trial, during examination, Mr. Carcelli asked Mr. Earley: " Did you know the area code of Plaintiff's telephone number in 2003?" Mr. Earley replied: "No";
94. During cross-examination by Ms. Vorberg, Mr. Ealey stated: " I called Plaintiff more than ten times after the car was towed back".
95. During cross-examination by Ms. Vorberg, Mr. Ealey stated: "I had a three-way telephone call with Plaintiff and an insurance company";
96. At trial, Earley stated, during a cross-examination conducted by Ms. Vorberg, that the day before the trial, on November 21, 2006, he talked with the author of the purported September 10, 2003 letter, that was Mr. Henry Holton, and Mr. Holton was still employed by Defendant,
97. Honorable Judge Rhine pointed out the inconsistency between Ms. Vorberg' assertion before opening statement in the morning and Mr. Earley's testimony at the moment in the afternoon;

98. Honorable Judge Rhine further pointed out the inconsistency regarding the employment status and availability of the author of a purported September 10, 2003 letter and the alleged two versions of a Buyer's Guide. Those documents were allegedly created by the same person, Mr. Holton;
99. After Honorable Judge Rhine demanded an answer for the inconsistency, Defendant-Appellee's counsel Ms. Vorberg asserted: "It is my mistake";
100. Then, Honorable Judge Rhine ordered a recess for settlement discussion. Settlement terms were set: In addition to the subject car, a dollar value was offered which was less than the limit for a small claim on November 22, 2006. The offer will be open until 12:30 pm of November 27, 2006. A Court Order was issued at about 5:30 pm on November 22, 2006. And the trial will continue to December 1, 2006, if Plaintiff-Appellant rejected the offer.

December 1, 2006 Trial

101. As a start, Honorable Judge expressed his upset and talked to Plaintiff-Appellant, asked why she personally filed Emergency Motion To Compel Admissible Evidence during trial recess on November 27, 2006 while she had a lawyer. Plaintiff-Appellant answered: "That motion is based on my notes and recollection. I will take the responsibilities." Plaintiff-Appellant's counsel Mr. Carcelli responded: "I will deal with it. " "We withdraw the motion."
102. When Ms. Vorberg wanted to introduce Mr. Holton as a witness for Defendant-Appellee, Mr. Carcelli objected on the basis that Defendant-Appellee did not list him as a witness during discovery, and

- Defendant did not disclose his printed name as the author of the purported September 10, 2003 letter before the discovery was closed.
103. At trial, Mr. Carcelli called Mr. D'Andrea to testify again and asked him where was the salesperson named Hector Portillo who talked with Plaintiff-Appellant during the sale. Mr. D'Andrea answered "I don't know";
 104. At trial, Mr. D'Andrea stated no matter what the salesperson said, he only offered manufacture warranty, 50% warranty, sold cars "as is", and Mr. D'Andrea repeated he never refunded money on purchase made except once.
 105. Mr. Carcelli asked Mr. D'Andrea whether the salesman Mr. Portillo was fired, terminated or he quitted his job at Defendant-Appellee. Mr. D'Andrea answered " I don't remember, I just don't know";
 106. At trial, Mr. Carcelli asked Mr. D'Andrea who towed the subject car back to Defendant-Appellee's lot. Mr. D'Andrea answered: "We asked a towing company to do it."
 107. At trial, Mr. Carcelli asked Mr. D'Andrea whether Defendant-Appellee bought insurance for the subject car after it towed back to its lot. Mr. D'Andr answered No;
 108. At trial, Mr. Carcelli asked Mr. D'Andrea when Defendant-Appellee could charge storage fee for cars. Mr. D'Andrea answered: "Three days after a car had been fixed, storage fee would be imposed if the car owner failed to take the vehicle";
 109. At trial, Mr. Carcelli asked Mr. D'Andrea where the rate for storage was posted at Defendant-Appellee. Mr. D'Andrea answered: "it was in the service department";
 110. At trial, Mr. Carcelli asked Mr. D'Andrea whether Defendant-Appellee paid the mechanic, who participated the so-called inspection on April 11, 2005, who was listed as a key witness, who failed to provide any record or document during discovery, and he failed to show up at trial. Mr. D'Andrea answered No;

111. Defendant-Appellee's counsel Ms. Vorberg called Plaintiff-Appellant to testify. Ms. Vorberg presented another two letters of her own, dated May 17, 2005 and June 22 of 2005 and asked Plaintiff-Appellant whether she had received them.
112. Counsel Carcelli objected on the basis in litigation and a lawyer could not be a witness. Plaintiff-Appellant answered Ms. Vorberg's question as Yes.
113. At trial, Mr. Carcelli asked Plaintiff-Appellant whether she went to Defendant-Appellee's service department. Plaintiff-Appellant answered No.
114. During closing statement, Defendant-Appellee's counsel Ms. Vorberg stated: "this case is about seller's exaggeration. This case is about buyer's remorse."
115. During closing statement, Ms. Vorberg stated: "Plaintiff knew a lot of law but after the car stalled, she called in and asked 'I wanted my money back' and wrote she wanted "refund her money,' but she did not mention a word of 'revocation' at that time."
116. During closing statement, Ms. Vorberg stated: "Plaintiff has the burden to show what part of the car was defective, but she did not do it."
117. Ms. Vorberg requested the Judge to reward more than \$30000 for storage fee for the subject car;
118. During closing statement, Plaintiff-Appellant's counsel Mr. Carcelli stated Plaintiff-Appellant had claims on nine counts against Defendant-Appellee.
119. During closing statement, Mr. Carcelli pointed out Defendant promised to perform a mechanical check-up, but it did not produce any evidence to show Defendant actually did what it promised. He added: " The car stalled on expressway, circumstantial evidence shows it was defective and dangerous."

120. During closing statement, Mr. Carcelli stated that: “For two years, Defendant didn’t do anything except sending ‘trade-in’ ad to Plaintiff. A consumer had the right to revoke under the law. “
121. During closing statement, Mr. Carcelli stated “In her letter, Plaintiff wrote: ‘I wanted a refund’ ‘I wanted my money back.’ Those constitute revocation”;
122. Also Mr. Carcelli stated: “ Documentary evidence showed, Defendant submitted different versions of a Buyer’s Guide; Defendant provided impossible odometer readings. Contrary to what Defendant told Plaintiff at the time of sale, the car did have repair records; it was not a trade-in. Defendant acted as a transferor before it acted as a transferee. And Defendant showed reckless disregard for the truth; that referred intent to defraud, at a minimum, Defendant violated the Odometer Act. Treble actual damage should be rewarded” Mr. Carcelli concluded Plaintiff-Appellant should prevail as a matter of law.
123. At the end of the trial, Honorable Judge Rhine entered his December 1, 2006 judgment at about 12:00pm.

Respectfully submitted,

Signature

Yuling Zhan

Plaintiff-Appellant pro se

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