

POINTS AND AUTHORITIES

	Page
ARGUMENT	1
A. Defendant’s Contentions in Its Brief Are Rife with Affirmative Concealments and Outright Falsehoods	1
B Whether the Trial Court had Proper Jurisdiction Is An Important Issue for Review on Appeal	3
C. All Orders Issued in November of 2005 Should Be Void or Voidable	3
<u>In re C.M.A 306 Ill. App. 3d 1061; 715 N. E. 2d 674, 680 (1st Dist. 1999)</u>	4
<u>Alcantar v. Peoples Gas Light & Coke Co., 288 Ill. App. 3d 644 681 N. E. 2d 993, 995 (1997)</u>	4
D. Part 1 of the “Final Judgment Order” Should Be Reversed	4
1. The Unlawful Nature of the Sale Cannot Be Concealed. Defendant Violated MVICSA, and the Title Transfers from and to the Dealer Were Illegal	4
<u>49 C. F. R. § 580.5(c)</u>	5
<u>49 U. S. C. § 32702 (7)</u>	5
<u>49 U. S. C. § 32705 (a)(3)</u>	5
<u>49 U. S. C. § 32705 (a)(1)</u>	5
<u>Smith v. Walt Bennett Ford, Inc.</u> , 314 Ark. 591, 864 S. W. 2d 817, 830 (1993)....	6
<u>Tusa v. Omaha Auto Auction Inc.</u> , 712 F. 2d 1248, 1253 (8 th Cir. 1983).....	6
<u>Resendiz v. Eatinger</u> , 1990 U. S. Dist. LEXIS 7112, *4 (N. D. Ill. 1990).....	6
<u>Oettinger v. Lakeview Motors, Inc.</u> , 675 F. Supp. 1488, 1493 (E. D. Va. 1988)....	6
<u>Adams v. Neil Huffman Nissan, Inc.</u> , 1989 Ky. App. LEXIS 51 *10 (1989).....	6
<u>Heiffler v. Joe Bells Auto Service.</u> , 946 F. Supp. 348, 352 (E. D. Pa. 1996).....	6

2 The Dealer Violated Federal Regulations Under the Magnuson-Moss Act. Without Preexisting Terms and Conditions, the Contract of The Sale Is Not Enforceable.....	7
<u>15 U. S. C. § 2303(a).....</u>	8
<u>FTC Used Car Rule 16 CFR Ch. I (1-1-03 Edition) §455.2(a).....</u>	8
<u>FTC Used Car Rule 16 CFR Ch. I (1-1-03 Edition)§455.3(b).....</u>	8
3 Indisputable Evidence Shows The Dealer Breached Written And Express Warranty, Violated ICFA and Committed Common Law Fraud.....	8
<u>Totz v. Continental Du Page Acura, 236 Ill. App. 3d 891, 904</u> <u>602 N. E. 2d 1374, 1382 (1992).....</u>	8, 9
4. The Dealer Does Not Have Unlimited Right to “Cure” Under Federal and State law. Plaintiff Should Prevail on Count IV – Revocation of Acceptance.....	9
<u>810 ILCS 5/2-721.....</u>	9
<u>Lathrop v. Tyrrel, 128 Ill. App. 3d 1067, 1068</u> <u>471 N. E. 2d 1409, 1051 (3rd Dist. 1984).....</u>	10
<u>15 U. S. C. § 2308.....</u>	10
<u>Heastie v. Community Bank of Greater Peoria</u> <u>727 F. Supp. 1133, 1139 (N. D. Ill. 1989).....</u>	10
<u>810 ILCS 5/2-608.....</u>	10
<u>810 ILCS 5/2-515.....</u>	10
<u>810 5-2/508.....</u>	11
<u>810 5-2/609(4).....</u>	12

E. For Two Years Defendant Abused the Judicial Process in the Trial Court. Calculated Schemes to Defraud Can Not Be Characterized as “Inadvertent Error.” Courts of All Jurisdictions Recognize “Fraud on Court” As A Serious Offense.....	13
 <u>Pope v. Fed. Express Corp.</u> , 138 F. R. D. 675, 683 (W. D. 1990).....	13, 14
<u>Tramel v. Bass</u> , 672 So. 2d 78, 82 (Fla. Dist. Ct. App. 1996).....	14
<u>Compen v. Executive Hotel, Inc.</u> 105 Ill. App. 3d 576, 588 (1 st Dist. 1982).....	14, 15
 <u>Universal Oil Products Co. v. Root Refining Co.</u> 328 U. S. 575, 580 (1946).....	15
 <u>Chambers v. NASCO, Inc.</u> , 501 U. S. 32, 44 (1991).....	15
 ADDENDUM.....	16
 Text of <u>15 U. S. C. § 2303(a)(2)</u>	16
 Pertinent parts of <u>FTC Used Car Rule 16 CFR Ch. I (1-1-03 Edition) §455.2(a)</u>	16
 Pertinent parts of <u>FTC Used Car Rule 16 CFR Ch. I (1-1-03 Edition) §455.3(b)</u>	16
 Pertinent parts of <u>810 ILCS 5/2-515</u>	16
 Text of <u>810 ILCS 5/2-609(4)</u>	16