

132430

Nos. 132430, 132511, Consolidated

IN THE
SUPREME COURT OF ILLINOIS

JEFFREY WILSON, Plaintiff-Appellant, v. NAPLETON'S GOLDCOAST IMPORTS, INC. d/b/a Napleton's Aston Martin of Chicago, Defendant-Appellee.	Appeal from the Appellate Court of Illinois, Third Judicial Circuit, No. 3- 24-0079 There on Appeal from the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois, No. 18 L 1245 The Honorable David E. Schwartz, Judge Presiding
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PLAINTIFF-APPELLANT'S OPENING BRIEF AND APPENDIX

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NATURE OF THE CASE

Plaintiff Jeffrey Wilson (“Wilson”) asserted claims against defendant Napleton’s Goldcoast Imports, Inc. (“Napleton”) for common law fraud and violation of the Illinois Consumer Fraud Act (“CFA”). Napleton sold Wilson a used 2014 Aston Martin in November 2015 misrepresenting that the car had never been in an accident. Napleton did not disclose to him that the car had been badly damaged in a front-end collision and extensively repaired by Napleton. In May 2018, Wilson discovered that the car had been in an accident when he attempted to purchase another car using the Aston Martin as a trade-in, and the dealership refused because the car had been involved in an accident before Wilson acquired it. This lawsuit followed.

Prior to trial, the trial court awarded Wilson summary judgment on his CFA count, and reserved the award of damages until after hearing evidence at trial. A.066-068; C.11627-11629, C.1355; R.23-26. Wilson’s common law fraud count was tried before a Jury over a 5-day trial. On August 14, 2023, the Jury returned its Verdict awarding Wilson \$163,544.62 for out-of-pocket damages, \$25,000.00 for aggravation and inconvenience, and \$1,000,000.00 for punitive damages. A.063; C.5553. After trial, the trial court did not enter judgment on the Verdict. Instead, the trial court ordered the parties to file post-trial motions. A.064-065; C.5615-5616.

After briefing on the post-trial motions was complete, the trial court entered a final judgment on October 31, 2023 granting Napleton’s post-trial motion for remittitur, reducing the Jury’s out-of-pocket damages award from \$163,544.62 to \$99,616.49, and reducing the Jury’s \$1 million punitive damages award to \$400,000, but affirming the Jury’s award of \$25,000 for aggravation and inconvenience. A.066-068; C.11627-11629.

The trial court also awarded Wilson \$185,411.05 in attorney's fees on his CFA claim. A.067; C.11628. The trial court did not provide Wilson the opportunity to accept or reject the remittitur.

On November 3, 2023, Napleton filed *Defendant's Motion For Post-Judgment Relief And Motion To Reconsider*, asking the trial court, *inter alia*, to set aside its remitted award of out-of-pocket damages and to reduce its remitted award of \$400,000 in punitive damages to \$0. C.11630-11642. On November 29, 2023, Wilson filed *Plaintiff's Motion For Post Trial Relief And Motion To Reconsider*. C.11648-11778. The trial court denied all post-judgment motions on January 22, 2024, except to correct a math error. A.069; C.12229. On February 1, 2024, Napleton initiated an appeal to the Appellate Court by filing its notice of appeal. C.12813-12815. On February 9, 2024, Wilson filed his notice of cross appeal. A.093-098; SUP. C. 4-9.

STATEMENT OF JURISDICTION

The Appellate Court had jurisdiction under Supreme Court Rules 301 and 303 because Wilson timely filed a notice of cross appeal. The trial court granted Wilson's motion for partial summary judgment on Count II of his complaint for violation of the Consumer Fraud Act on March 30, 2021 but reserved its ruling on damages. C.1355. The Jury rendered its Verdict on Count I of Wilson's complaint for common law fraud on August 14, 2023. A.63; C.5553. On October 31, 2023, the trial granted Napleton's motion for remittitur of the Jury's Verdict, entered a remitted final judgment on the Verdict for Count I, and entered the trial court's final judgment on Count II. A.66-68; C.11627-11629. The trial court denied the parties' post-judgment motions on January 22, 2024, except to correct a math error. A.69; C.12229. Napleton filed its notice of appeal on February 1,

2024. C.12813-12815. Wilson timely filed his notice of cross appeal on February 9, 2024. A.093-098; SUP. C. 4-9.

This Court has jurisdiction under Illinois Supreme Court Rule 315, because Wilson's Petition for Leave to Appeal was allowed on January 28, 2026.

APPLICABLE STATUTES

735 ILCS §5/2-1207

The trial court may, in its discretion, with respect to punitive damages, determine whether a jury award for punitive damages is excessive, and if so, enter a remittitur and a conditional new trial.

Illinois Supreme Court Rule 366

(b) Scope of Review

(2) Scope and Procedure on Review in Jury Cases. In jury cases the following rules govern:

(ii) Remittitur. Consenting to a remittitur as a condition to the denial of a new trial does not preclude the consenting party from asserting on appeal that the amount of the verdict was proper. No cross-appeal is required.

(iii) Post-Trial Motion. A party may not urge as error on review of the ruling on the party's post-trial motion any point, ground, or relief not specified in the motion.

815 ILCS §505/10a

(a) Any person who suffers actual damage as a result of a violation of this Act committed by any other person may bring an action against such person. The court, in its discretion may award actual economic damages or any other relief which the court deems proper; ***

QUESTIONS PRESENTED

1. Whether the trial court erred by granting Napleton's motion for a remittitur and entering a final judgment for the remitted amount without affording Wilson the

opportunity to accept or reject the remittitur?

2. Whether the merits of the trial court's remittitur must be decided on appeal where a defendant is awarded a remittitur in the trial court but then initiates an appeal to the Appellate Court?

3. Whether the trial court abused its discretion by granting Napleton's motion for remittitur of the Jury's punitive damages award because Wilson would also receive an attorney's fee award for his Consumer Fraud Act claim and factual conclusions not supported by the trial record?

4. Whether the trial court abused its discretion by limiting its award of damages under the Consumer Fraud Act and by remitting the jury's award of Wilson's compensatory damages for common law fraud based upon a misinterpretation of the law that damages do not accrue until the fraud is discovered and other factual conclusions not supported by the record?

5. Whether the trial court abused its discretion by reducing categories of work performed by Wilson's attorney's by a flat fifty percent when ruling on Wilson's petition for attorney fees?

I. STATEMENT OF FACTS

A. The October 17, 2014 Accident And Napleton's Handling Of The Repairs And Insurance Claim.

Carlton Jones purchased a 2014 Aston Martin from Napleton which was badly damaged in a front end collision while he was driving on Lower Wacker Drive in Chicago on Friday, October 17, 2014. A.001-002; C.12361-12362; A.008; C.5465; R.545-549. This was the car at the scene of the accident:



A.001-002; C.12361-12362. The car was not drivable and had to be towed from the scene. A.009; C.5466; R.550-552; R.686-688.

Jones immediately called Len Besinger, the Napleton salesperson who sold him the car, to arrange to have the car towed to Napleton. A.008-009; C.5465-5466; R.552-553; R.677-679, R.688-690. The car was towed directly to Napleton's dealership on Ogden Avenue in Downers Grove. A.009; C.5466; C.12360; R.1348-1349. Besinger informed Napleton's Service Manager Filippo Principato about the accident damage. A.009; C.5466; A.013; C.12365. Principato was responsible for managing all employees in the Service Department, and he reported directly to the General Manager, the most senior manager at the dealership. R.673; R.676.

The following Monday, October 20, 2014, Principato emailed Jones, acknowledging that Besinger had advised him of the damage to the car and asking Jones for his insurance information so Principato could submit the insurance claim and "get the ball rolling" on repairs. A.009; C.5466; R.673. Napleton prepared a work order dated October 20, 2014 stating, "PROVIDE ESTIMATE FOR FRONT END BODY DAMAGE TO VEHICLE". A.009; C.5644; A.014; C.12294. A copy of this work order was saved

in Napleton's dealer management software ("DMS") purchased from CDK Global, commonly referred to as the DMS system or CDK system. A.014-017; C.12294-12296; R.729-730. Principato testified that he submitted the claim to Jones' insurer State Farm Auto Insurance ("State Farm"), that he communicated with State Farm to facilitate the repairs and payment for the repairs, and that he personally selected Westmont Body Works ("WBW") to make the repairs. A.009; C.5466; R.686-689.

The wrecked car remained parked outside the Napleton dealership where everyone could view it for twelve days prior to being towed to WBW. C.12379; R.602-603. The Jury saw photographs taken by Steve Mueller, the State Farm adjuster responsible for the claim, showing the car parked at the dealership. A.003; C.12371; A.004; C.12375; C.12370-12378; R.1335-1341. The Jury also saw a photograph showing Principato removing the "crash-wrap" from the car at the dealership so that Mueller could inspect it:



A.003; C.12371; A.004; C.12375; R.677-678; R.1334-1339. Mueller testified that Principato helped him with his inspection and documentation of the damage to the car. R.1335-1341. On October 29, 2014 after Napleton secured State Farm's approval to have the car repaired at WBW, Napleton arranged to have it towed there. C.12379; R.608; R.1387-1388. The work order showing that the car was towed from Napleton to WBW

was stored in Napleton's CDK system. A.009; C.5466; R.680-683; R.729-730.

B. Napleton Made Accident Repairs To The Car And Napleton Sold WBW Over \$38,000 In Parts To Repair The Structurally Damaged Car.

WBW's president, Rodney Antepenکو, testified that the car had suffered structural damage in the accident. R.642-645. He testified that the airbag lights were on and airbag and seatbelt components had to be replaced. A.020; C.12312; R.635-637. Antepenکو testified that WBW performed extensive repairs to the car over a period of seven months. Photographs of WBW's extensive teardown of the car and repairs which were admitted into evidence show that the car underwent a massive disassembly and rebuild:



A.005; C.12609; A.006; C.12537; A.007; C.12631; C.12598-12724; R.638-639. Robert Isham, who was hired as an expert witness by Napleton but who was called to testify at trial by Wilson, testified that he would consider the accident damage "severe," the highest accident damage category. R.1084-1091.

Antepenکو and Principato both testified that the car was towed back and forth between Napleton and WBW many times from November 2014 through May 2015 so Napleton could perform accident-related repair work that WBW was unable to do. R.600-621; R.632-635; R.678-700; R.706-709; R.732-740; R.1374-1376; R.1391-1392. For

example, on February 12, 2015 WBW had the car towed to Napleton to check and fill transmission fluid, to check and fill cooling system fluid, and to remove and replace a torn drive belt with power steering fluid on it. A.010; C.5467; A.018-019; C.12306-12307; R.627-632; R.698-706. In April 2015, the car was towed from WBW to Napleton to check the car for fault lights that were on in the dash related to the airbag module and seatbelt pretensioners, which had to be replaced by Napleton because that was something that WBW was not able to do. A.020-023; C.12312-12315; C.12747; R.636-638; R.708-709. In May 2015, WBW sent the car to Napleton to perform an inspection of the A/C system. A.010; C.5467; A.025-028; C.12318-12319; C.12325-12326; R.634-635; R.734-736. In June 2015, WBW sent the car to Napleton to replace a power steering line that had been damaged in the accident. A.029-032; C.12327-12330; R.736-737.

Each time the car was sent by WBW to Napleton for additional accident repairs, Napleton created a new work order that was saved in its CDK system. R.680-683. Principato testified extensively about the work performed by Napleton, and all of Napleton's work orders for the car were admitted into evidence. C.11626; C.12232-12352; R.742. Principato testified that most of this work was performed by one service technician William Sprandel because "typically the same service tech stays on the same vehicle" and because Aston Martin is a small niche brand and Sprandel handled the Aston Martins. R.703-704; R.732; R.737.

The total cost of the repairs was \$61,662.77, 70% of which was paid to Napleton for replacement parts and repairs. A.70-92; C.12725-12747; C.12470; R.647-652. Antepencko testified that Napleton sold WBW \$38,256.30 in replacement parts for the car. R.606-620; R.648; R.652; R.702-703. The parts invoices were separately created by

Napleton's Parts Department and stored in Napleton's CDK system. A.70-92; C.12725-12742; R.680-683; R.696; R.707. Napleton charged an additional \$5,034.46 for the accident repairs that Sprandel and other Napleton service technicians made to the car. C.12743-12747; R.620-638; R.702-703. In sum, the Jury heard testimony and saw exhibits showing that Napleton was paid over \$40,285.75 for parts and labor to repair the accident damage. A.009-011; C.5466-C.5468; C.12725-12747; R.606-637; R.701-703.

Antepencko acknowledged that once the repairs were completed, there was no way to tell that the car had been in an accident merely by looking at it. R.661. Antepencko told the Jury that WBW painted the bolt heads in the engine compartment of the car and that "the purpose of doing that is so that the car—you're protecting the value of the investment of the customer's car so that no one can tell that the car has been worked on." C.12696-12704; R.639-640. Antepencko testified that WBW even disassembled the interior components exposing areas that were not visible, so that the new paint job would be blended with the original factory paint so it would not be apparent that the car had been repainted. R.659-660; R.669-671. Again, this was done to hide the repairs in order to "protect the value" of the car. R.639-640.

In August 2015, only eight weeks after Napleton completed the last of the accident repairs, Jones traded the 2014 Aston Martin in for a new 2015 version of the same car. The initial trade-in inspection was completed by Sprandel, the same service technician who performed the majority of Napleton's accident repairs on the car between November 2014 and June 2015. C.12339; C.12774-12775; R.737-740.

C. Galecki Was Impeached About His Access To Napleton's Accident Repair Records And His Ownership Of Napleton.

Perry Galecki was Napleton's General Manager when Jones traded in the 2014

Aston Martin for the 2015. Galecki testified that he was “the top guy at the dealership” who reported only to the “owner” and that everyone at the dealership reported to him, including Principato. R.961-962. According to Galecki, the buck stops with him. R.962. Galecki testified that he also inspected the car because he is personally “accountable” for valuing trade-ins and has to “make sure that I don’t make mistakes....” R.1240. Galecki testified that he touched the car, test drove the car, and checked the car’s value in the vAuto system, a program on his office computer used to appraise used cars. R.996-998; R.1251-1254. Galecki also testified that he reviewed the CarFax for the car, so he knew the CarFax showed that the car had never been in an accident. R.980; R.1250-1251. Although the CarFax also showed that the car had originally been sold by Napleton and had been extensively serviced by Napleton, Galecki testified that he did not bother to check Napleton’s own service records, which were far more detailed than the CarFax. A.033-036; C.12768-12771; R.973-980; R.999; R.1252-1253.

In its opening statement, Napleton told the Jury that this case involved a “mistake” because the car’s service records were only stored on paper “in a filing cabinet in the service department” and that the records were not on a computer back in 2015. R.532-533. At first, Galecki’s trial testimony appeared to support this. Galecki testified that he would only have access to Napleton’s service records for the car by asking his service manager or one of his service advisors to pull up the records or he would have to “go to a filing cabinet” to look for the records. R.1244. Galecki also told the Jury that he was unsure whether the records for the car were stored electronically and that Napleton’s paper service records for the car may somehow not have been available to him. R.963-964. However, when confronted with Principato’s conflicting testimony, Galecki backtracked and

conceded that he was in fact able to access Napleton's service records for the car on his office computer. R.964. Napleton's CDK system was on Galecki's same office computer as the vAuto system that he testified he used to appraise the car. R.1251-1252.

Galecki was also impeached with respect to his trial testimony regarding his ownership interest in Napleton. At first he denied he was an owner; but when confronted with tax documents showing otherwise, he admitted he was an owner. R.955-957.

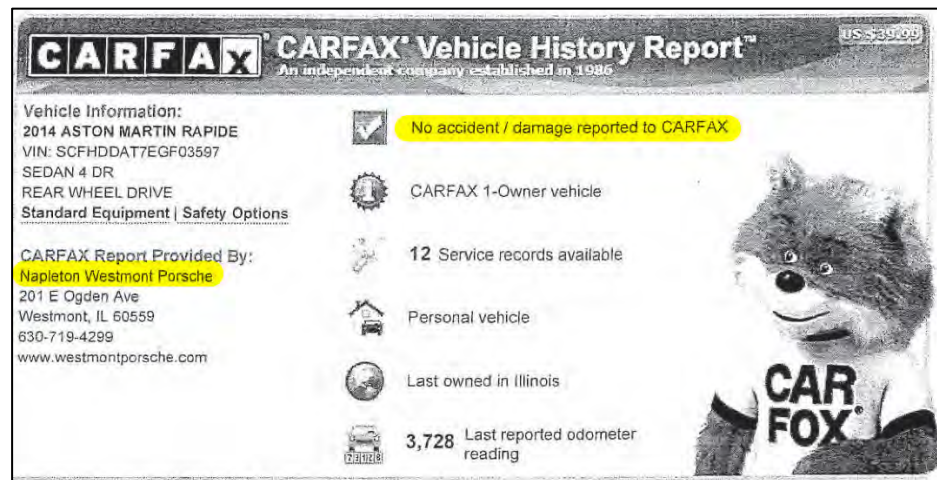
Jones was a great customer of Napleton. Jones testified at trial that the 2015 Aston Martin was the third new Aston Martin he had purchased from Napleton, each time paying the asking price without negotiation. R.545-547. Galecki testified that Jones was not the kind of customer that Napleton would want to lose. R.1247-1248. Galecki testified that the only reason he offered a "fair price" to Jones for the repaired Aston Martin was his inspection of the car and review of the CarFax, which indicated the car had "no accident/damage." R.999; R.1241-1242. Galecki testified that when he took the car in on trade, he knew that Napleton would use that same "no accident/damage" CarFax to market the car to prospective buyers. R.1249-1251. And, it did.

D. Napleton Advertised The Car Without Disclosing The Accident And Misrepresented To Wilson That The Car Had Never Been "In A Wreck."

Napleton advertised the car for sale on the Internet but did not disclose the accident. The advertisement had a link to the "no accident/damage" CarFax. Wilson resides in Arizona and in November 2015 he viewed Napleton's Internet advertisement for the car asking \$135,177. R.1125. He testified that the advertisement did not disclose any accident damage and that the asking price was consistent with other 2014 Aston Martin's that he had viewed online that were advertised without any accident damage. A.011; C.5468; C.12434-12437; R.1119-1120; R.1125-1128.

Wilson contacted Napleton by calling the phone number in Napleton's advertisement and his call was directed to Norbert Sobotko, a Napleton salesperson. Over a series of telephone conversations with Sobotko, Wilson asked about the car's condition. Wilson testified that because he was acquiring the car from Arizona and would therefore be unable to inspect the car in person, he asked on numerous occasions whether the car had been "in a wreck." R.1126-1127. Each time, Sobotko assured Wilson that the car had "never been in a wreck." R.767-768; R.775; R.1127. Sobotko did not dispute that Wilson asked him if the car had been in an accident, that customers almost always ask that, and that he asks customers the same question regarding their trade ins. R.767-768; R.775.

Napleton also provided Wilson with the August 22, 2015 CarFax, which states "No accident/damage reported to CarFax" and "No Issues Indicated" for "Structural Damage":



A.033-036 (highlighting added); C.12768-12771; R.768; R.871-876; R.891-892. The CarFax provided to Wilson showed that the car had a single owner who purchased the car from Napleton and that Napleton had serviced the car on numerous occasions. *Id.* Nothing disclosed that the services provided by Napleton were for accident repairs. *Id.*

Wilson testified that because he was looking to purchase the car from Arizona, he

relied on Napleton to inform him about the car's condition, he relied on Napleton's assurances about the car's clean accident history, he relied on the CarFax Napleton provided to him, and he never would have purchased the car had he known it had been in an accident. R.1114; R.1118-1119; R.1125-1131; R.1139. Galecki and Sobotko testified that they intended for Wilson to rely on the CarFax. C.12473-12530; R.768-769; R.1241-1242. Galecki and Sobotko testified that they knew accident damage to a car like the Aston Martin is important to someone looking to purchase an exotic car like that. R.772; R.970-971; R.1243. Sobotko and Galecki testified that accident damage affects the value of a car, and it is really important to someone buying a \$135,000 car. R.772; R.1243.

Their testimony was supported by Isham who testified that the damage to the car was severe, the highest of the three classes of damage a car can suffer. R.1084-1085. He further testified that the kind of people who buy exotic cars like the Aston Martin do not want a car that has been damaged in an accident. Isham testified that buyers have safety concerns if airbag components or suspension components have been replaced. R.1085. "If you have to replace an airbag, that's a very critical thing" and "[i]f you have to replace suspension, it's a very critical thing. Buyers, of course, worry about that." *Id.* Isham further explained that potential buyers of exotic cars have an attitude that they will not buy a repaired exotic car under any circumstances, explaining that they feel "I don't want to touch a car that's been in an accident. I don't care if God repaired it. That attitude." R.1076.

E. Wilson Acquires The Car From Napleton Through An Open-Ended Lease.

Wilson would not have purchased the car if he knew it was in an accident, but based upon Napleton's repeated assurances that the car was in pristine condition and had never

been in an accident, Wilson decided to trade in his 2009 Mercedes and purchase the Aston Martin from Napleton. R.1116-1117; R.1131-1133; R.1139. Sobotko recommended to Wilson that he acquire the car through an “open-ended” five-year motor vehicle lease whereby Premier Financial Services (“Premier”) and Wilson would take title to the car on a lease that would allow Wilson to trade the Aston Martin toward another car whenever he wanted. R.786-789; R.1134-1136. The terms of the lease provided that Wilson would make a \$19,936.20 downpayment to Napleton plus 60 monthly payments of \$1,911.79 and a \$60,000 balloon payment to Premier at the end of the lease, but Wilson could trade the car in and pay the lease off at any time. A.038-044; C.12776-12782; R.1134. This recommendation was attractive to Wilson because he intended to use the car as his everyday car and he wanted to be able to trade the car in before the end of the lease term or when mileage limits had run. R.881-882; R.890; R.1117; R.1119; R.1133-1135.

Taking Sobotko’s advice, Wilson traded in his Mercedes, paid Napleton a \$19,936.20 downpayment using his credit card, and with Napleton’s assistance entered into the lease with Premier. A.038-044; C.12776-12782; C.12473; C.12558-12559; C.12570; C.12783; R.867-868. Wilson took title to the car as “Owner/Lessee” and thereafter drove the car as his everyday car. C.12414-12415; R.1142-1143.

F. Wilson Learns Of The Accident When He Attempts To Trade In The Car, And He Also Learns The Car Is Unmarketable.

In May 2018, Wilson attempted to trade the car in on a used Mercedes at a dealership in Concord, California. R.1139-1144. However, the California dealership advised Wilson that it did not accept exotic cars in trade if they had been involved in an accident. *Id.* After Wilson assured the dealership that the car had never been in an accident, the dealership forwarded to him a recent CarFax showing that the October 17, 2014

accident had been reported to CarFax on or about April 20, 2018:



A.45-50 (highlighting added); C.12390-12395; R.1142-1143. Based on the accident history, the dealership refused to even consider taking the car on trade. R.1139-1141. At that time, Wilson had 30 monthly payments of \$1,911.79 left on his lease along with a \$60,000 balloon payment due at the end. A.038-044; C.12776-12782 V7.

After his trade-in was refused, Wilson reached out to one of his neighbors who was a car dealer who in turn reached out to George Chapes, an exotic car broker, to try and find a buyer for the car. R.1144-1145; R.1148. Chapes testified that he “shopped the hell out of the Aston Martin” but “no one is interested in the car at any price.” C.12406; R.810-811; R.818. He testified that Aston Martins are nearly impossible to sell once they have been damaged in an accident. R.812-813. Chapes’ testimony was consistent with that given by Galecki and Sobotko, who each testified that accident damage to an exotic like the Aston Martin is important to buyers. R.772; R.970-971; R.980-981. His testimony was also consistent with Napleton’s hired expert witness, Isham, who testified that buyers of exotic sports cars would not buy a repaired exotic “if God repaired it.” R.1075-1076; R.1243. After learning of the accident, Wilson stopped driving the car because it was close

to the mileage cap on his lease which would make driving the car more expensive and because he wanted to preserve the car and not jeopardize any rights he might have to recover damages from Napleton. R.1145-1146.

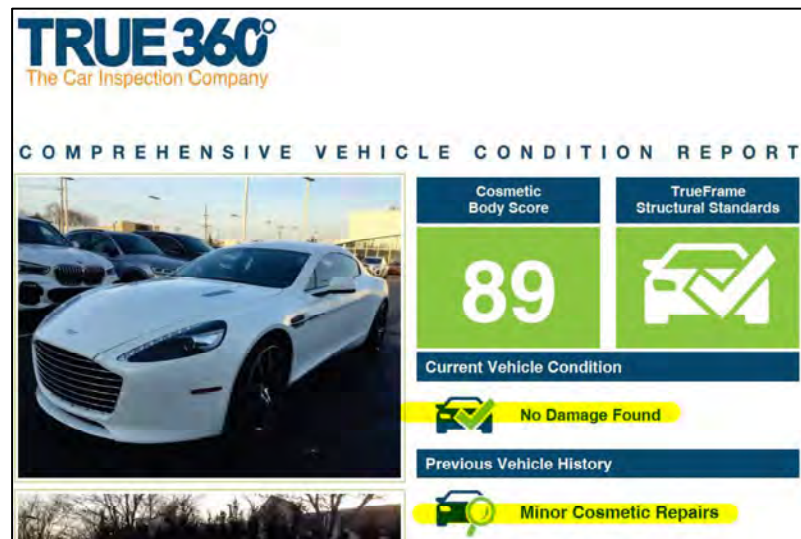
G. Napleton Reacquires The Car During This Lawsuit And Resells It Without Fully Disclosing The Accident Damage...Again.

During the course of this lawsuit, Wilson's lease came due and Premier demanded that he make the \$60,692.51 balloon payment or it would take the car, sell it at auction, and charge Wilson for any deficiency. C.12409; R.1150-1151. Wilson declined to make the payment. R.1109; R.1150-1151. Advised of this, Napleton reached out to Premier and agreed to purchase the car for the balloon payment. Galecki personally handled Napleton's reacquisition of the car. C.12407-12411; C.12412-12413; C.12414-12415; R.984-989. On February 11, 2021, Galecki confirmed with Premier that Napleton would pay the \$60,692.51; and; thereafter, Napleton sent Premier a \$60,692.51 check signed by Galecki and took ownership of the car. C.12407; C.12412; C.12415.

Galecki admitted that by the time Napleton reacquired the car, he knew the full extent of the accident damage and the extensive repairs made to it, he had seen the accident photographs of the car during his deposition in this case, and he admitted that the damage was not minor or cosmetic. C.12362-12363; C.12378; R.981-984; R.1252-1254. Galecki also admitted that it is important to buyers of exotics like the Aston Martin to know if they have been in an accident because it affects the value of the car. R.970-971; R.1243. Nevertheless, Napleton once again advertised the car for sale without disclosing the accident. C.12434-12437; R.979-981; R.1122-1125. Once again, Napleton misrepresented the car's accident history. Napleton's internet advertisement provided a link to the CarFax, which indicated that the car had been involved in an accident. C.12435.

However, before advertising the car for sale, Napleton manipulated the CarFax to show that accident repairs to the car were only “minor cosmetic repairs.” Here’s how.

Felix Chern testified he works for a company called True360, Napleton is one of his regular clients, and Galecki is his contact. R.1003; R.1006. Chern explained that he regularly goes to Napleton and is provided with a list of cars to inspect, most of which have some sort of accident history. R.1004-1005. For \$199 paid by the dealership, Chern will inspect a car and prepare a True360 Report. C.12416; R.1009-1010; R.1012-1013. He then discusses his proposed True360 Report with the dealership and, if they approve, he publishes it to CarFax. C.1013-1015. He testified that in this instance he prepared a True360 Report stating that the car’s “Previous Vehicle History” included only “minor cosmetic repairs”:



A.047 (highlighting added); A.051; C.12417; R.1011. The True360 Report also included a “Certificate of Integrity” stating: “this car is found to have had: MINOR COSMETIC REPAIRS” and “INSPECTED ON 3/9/2021.” A.054; C.12420. The True360 Report was then linked within the CarFax so that the CarFax now showed that the car was “inspected for prior damage,” that it only had “Minor damage reported” and “Cosmetic repairs”:



A.061; C.12432; R.983-984; R.990-991; R.1122-1124.

Napleton then sold the car to Bart Miller for \$73,500. R.1204. Miller reviewed the CarFax from Napleton's online advertisement's link and the True360 Report, and he understood that the car had sustained only minor cosmetic damage. R.1215-1216. Napleton also gave him a copy of the True360 Report. R.1218. Miller testified that when he purchased the car, Napleton told him: "they just said it had minor cosmetic damage, you know, some scrapes and scratches." R.1215-1216. After being shown the photographs of the original accident damage, Miller testified that he was not told of the true extent of the actual damage. He had been told the car had only "some bumps and scrapes or something. I mean, you know what I'm saying? And I'm not sure if that's even the correct terminology, but I assumed it just had some -- some dings off the road and stuff like that." R.1221-1222. Galecki admitted that he knew the full extent of the damage and repairs to the car when Napleton sold the car to Miller, that he knew that the repairs were not merely cosmetic repairs, and that Napleton did not tell Miller the full extent of the damage. R.1252-1254.

H. Wilson's Damages.

At trial, Wilson testified that he would not have purchased the car but for Napleton's misrepresentations and failure to disclose the accident damage, and Wilson asked the Jury to award him his out-of-pocket damages. Wilson testified that he paid \$114,707.67 in lease payments to Premier. A.038-044; C.12776-12782; R.1136-1139.

Wilson also testified that he paid \$3,742.53 in closing costs. A.038-044; C.12776-12782; R.907; R.945-946. Wilson also sought to recoup his expenses for the car. Wilson testified that he paid \$4,069.42 to maintain the car (C.12387-12389; C.12396-12397; C.12787-12788; R.885; R.904; R.944-948), \$9,325.00 to insure the car (C.12789-12792; R.927; R.1154-1155), and \$6,700.00 in license and registration fees (A.038-044; C.12776-12782; R.907; R.1154).

Napleton did not introduce any evidence at trial of what Wilson's expenses would have been had he not purchased the car. Nor did Napleton present any evidence as to the value of Wilson's use of the car prior to discovering its accident history. Napleton never asserted an affirmative defense or counterclaim for setoff, despite being invited to do so by the trial court prior to trial. R.187-188.

During the trial and outside of the presence of the jury, the trial court permitted Napleton to make an offer of proof on Napleton's argument that Wilson failed to mitigate his damages by rejecting Napleton's settlement offer. Napleton's general counsel David Scott did not testify that any offer had been made. R.1466-1467. Napleton's trial attorney John Pcolinski, initially described Napleton's communications as conveying an offer of rescission. R.1476. On cross-examination, however, Pcolinski admitted that rescission was never actually possible and that Napleton's cash settlement offer was an "effective rescission." R.1481-1482. At the conclusion of Napleton's offer of proof, the trial court reaffirmed its pre-trial ruling that these "conversations and e-mails back and forth fit squarely within 408A and they will not go to the jury." R.1492.

I. The Jury's Verdict Of \$1,163,544.62.

Based upon the trial court's jury instructions, the Jury found by clear and

convincing evidence that Napleton either falsely represented the car's accident history or made the statements about the car's accident history with reckless disregard for their truth or that Napleton intentionally concealed the accident from Wilson. C.5511-5516. The trial court instructed the Jury on the compensatory damages that it could award Wilson, including Wilson's total monthly payments, closing costs, costs to maintain, insure and license the car, and compensation for aggravation and inconvenience:

Plaintiff Jeffrey Wilson is entitled to have you consider two types of compensatory damages: out of pocket losses and damages for aggravation and inconvenience, as follows:

- 1. Plaintiff's total monthly payments on the Aston Martin;**
- 2. Plaintiff's closing costs for the Aston Martin;**
- 3. Plaintiff's maintenance costs for the Aston Martin;**
- 4. Plaintiff's insurance costs for the Aston Martin;**
- 5. Plaintiff's license and registration fees for the Aston Martin;**
- 6. Plaintiff's damages for aggravation and inconvenience.**

Whether any of these elements of damages has been proved by the evidence is for you to determine.

C.5519; R.1686-1689. Napleton's own proposed alternative jury instruction for Wilson's damages "Alt(2)" which was not given allowed for Wilson to recover damages for his total monthly payments, closing costs, maintenance costs, insurance costs, and registration fees for the car. C.5542.

The Jury returned its Verdict of \$1,163,544.62 awarding Wilson \$138,544.62 for compensatory damages, \$25,000 for aggravation and inconvenience, and \$1,000,000 for punitive damages. A.063; C.5553. The damages for aggravation and inconvenience were less than the \$30,000 to \$50,000 that Wilson asked for and the \$1,000,000 punitive award was on the lower end of the \$750,000 to \$1.5 million Wilson asked for. R.1606-1608. The trial court did not enter a judgment on the verdict pursuant to 735 ILCS §5/2-1201 but instead entered an order setting a briefing schedule for post-trial motions. A.064-065;

C.5615-5616.

J. The Trial Court Grants Napleton's Motion For Remittitur And Enters Final Judgment.

Napleton filed a post-trial motion asking for remittitur of actual damages and punitive damages. C.6594-6596; C.6600-6608. The trial court granted Napleton's motion for remittitur without affording Wilson an opportunity to accept or reject the remittitur and entered a final judgment. A.066-068; C.11627-11629. The trial court reduced the Jury's Verdict for Wilson's out-of-pocket damages from \$138,544.62 to \$74,616.49 excluding lease payments and insurance payments made by Wilson prior to his discovery of the fraud based upon the trial court's conclusion that Wilson was not entitled to damages incurred before he discovered the fraud. A.066-068; C.11627-11629. The trial court reasoned that since Wilson only discovered Napleton's fraud in 2018, he suffered no damages for the first three years of his lease. *Id.*

The trial court reduced the Jury's out-of-pocket damages for the following reasons: (1) car payments "were in part made from a children's trust", (2) "[Wilson] would have had to make some type of car payments as well as insurance and maintenance payments", and (3) "Napleton's eventually took the car back and had had *[sic]* least indicated a willingness to rescind the contract shortly after the lawsuit was filed." A.067; C.11628.

The trial court reduced the Jury's punitive damages award by reducing the Jury's Verdict from \$1,000,000 to \$400,000. A.068; C.11629. The trial court stated that it was "incredible that, even while this lawsuit was pending with the SAME car, Napleton again would not fully disclose the accident." *Id.* (emphasis in original). The court also acknowledged that the Jury "clearly found that the defense witnesses were not credible." A.067; C.11628. Nevertheless, the trial court held that the Jury's \$1,000,000 punitive

damage award was “shocking” and reduced it by 60% to \$400,000 on the basis that: (1) the degree of reprehensibility was “relatively minor”, (2) Wilson failed to show physical harm, (3) Wilson was not a financially vulnerable plaintiff, (4) the amount of actual damages [as remitted by the trial court], and (5) Wilson would “recover a large fee award” on his CFA claim. A.068; C.11629.

The trial court awarded Wilson \$99,616.49 in compensatory damages for his CFA claim, equal to the remitted out-of-pocket damages for his common law fraud claim, indicating that Wilson could only recover the award on one of the counts. A.068; C.11629.

On November 3, 2023, Napleton filed *Defendant’s Motion For Post-Judgment Relief And Motion To Reconsider*, asking the trial court, *inter alia*, to set aside its remitted award of out-of-pocket damages and to reduce its remitted award of \$400,000 in punitive damages to \$0. C.11630-11642. On November 29, 2023, Wilson filed his own *Plaintiff’s Motion For Post Trial Relief And Motion To Reconsider*. C.11648-11778. The trial court denied all post-judgment motions on January 22, 2024, except to correct a math error. A.069; C.12229.

K. Napleton Initiated An Appeal Of The Trial Court’s Decision.

Napleton initiated the appeal of this matter by filing a notice of appeal on February 1, 2024. C.12813-12815. Eight days after Napleton filed its notice of appeal, Wilson filed a notice of cross appeal on February 9, 2024. A.093-098; SUP. C.4-9.

L. The Appellate Court’s Decision.

On appeal, the Appellate Court affirmed the trial court’s entry of \$99,616.49 in compensatory damages for Wilson’s CFA claim, *Wilson v. Napleton’s Goldcoast Imps., Inc.*, 2025 IL App (3d) 240079, ¶79, but reversed the trial court’s remittitur of the Jury’s

awards for compensatory damages and punitive damages for Wilson’s common law fraud claim. *Id.* at ¶52.

The Appellate Court found that the trial court erred by granting Napleton’s motion for remittitur without affording Wilson the opportunity to accept or reject the remittitur. *Id.* at ¶34. However, rather than addressing the merits of the bases for the trial court’s improper remittitur, as the Appellate Court acknowledged occurred in *Foster v. Springfield Clinic*, 88 Ill. App. 3d 459, 467 (4th Dist. 1980), *Congregation of the Passion, Holy Cross Province v. Touche Ross & Co.*, 224 Ill. App. 3d 559, 588-89 (1st Dist. 1991) *aff’d* 159 Ill. 2d (1994) and *Haid v. Tingle*, 219 Ill. App. 3d 406, 417 (1st Dist. 1991), the Appellate Court vacated the final judgment on Wilson’s common law fraud claim and remanded the case back to the trial court to “give Wilson the opportunity to accept or decline the remitted judgments.” *Id.* at ¶50. The Appellate Court did not consider and did not render any decision on whether the trial court’s reliance on the factors described above constituted an abuse of discretion.

II. ARGUMENT

A. The Trial Court Erred By Granting Napleton’s Motion For Remittitur.

The trial court erred by granting Napleton’s motion for remittitur without affording Wilson an opportunity to accept or reject the remittitur. Whether the trial court followed the proper procedure for entering a remittitur is reviewed *de novo*. See, e.g., *People v. Coleman*, 358 Ill. App. 3d 1063, 1067 (3rd Dist. 2005).

It is axiomatic that the trial court cannot enter a remittitur without plaintiff’s consent. As this Court observed in *Tri-G, Inc. v. Burke, Bosselman & Weaver*, 222 Ill. 2d 218, 253 (2006), a trial court “does not have the authority to reduce the damages by entry

of a remittitur if the plaintiff objects or does not consent.” This Court explained that the “trial court must afford the plaintiff the choice of agreeing or refusing to the entry of a remittitur, with the proviso that the plaintiff’s refusal to agree to the entry of a remittitur will result in the ordering of a new trial.” *Id.* at 253-254. The reason for this is because a remittitur is an agreement by a plaintiff “to relinquish, or remit, to the defendant that portion of the jury’s verdict which constitutes excessive damages and to accept the sum which has been judicially determined to be properly recoverable damages.” *Id.* at 253.

Here, the Jury rendered its Verdict for \$1,163,544.62 on August 14, 2023. A.063; C.5553. The trial court did not enter a judgment “promptly upon the return of the verdict” from the Jury pursuant to 735 ILCS §5/2-1201 but instead set a briefing schedule on post-judgment motions, even though no final judgment had been entered. A.064-065; C.5615-5616. Napleton filed *Defendant’s Motion For Post-Trial Relief* on September 15, 2023 asking the trial court to reduce the Jury’s Verdict. C.6594-6599. On October 31, 2023, the trial court granted Napleton’s motion for remittitur and only then entered a final judgment on the Jury’s Verdict reducing the Verdict for compensatory damages by \$63,928.13 and reducing the Verdict for punitive damages by \$600,000. A.066-068; C.11627-11629. The trial court did not afford Wilson the opportunity to accept or reject the remittitur. *Id.*

The Appellate Court was correct in finding that the trial court erred by granting Napleton’s motion for remittitur and entering a remitted final judgment award without affording Wilson the opportunity to accept or reject the remittitur. *Wilson*, 2025 IL App (3d) 240079, ¶34; *Tri-G, Inc.*, 222 Ill. 2d at 253.

B. Because Napleton Initiated This Appeal, The Issue Whether The Trial Court Abused Its Discretion By Granting Napleton's Remittitur Is Properly Before This Court.

Although the Appellate Court correctly found that the trial court's remittitur of the Jury's awards was error, the Appellate Court itself erred by not addressing the merits of the bases for the trial court's improper remittitur, which the Appellate Court acknowledged had occurred in *Foster*, 88 Ill. App. 3d at 467, *Congregation of the Passion, Holy Cross Province*, 224 Ill. App. 3d at 588-89, *aff'd* 159 Ill. 2d (1994) and *Haid*, 219 Ill. App. 3d at 417. Aside from failing to follow proper procedure, as more fully set forth in Sections II(C) and II(D) below, the trial court's remittitur was replete with errors that Wilson raised on appeal but which the Appellate Court failed to address prior to remand for Wilson to accept or reject the remittitur. Whether the trial court erred in its application of the remittitur is reviewed for an abuse of discretion. *Miyagi v. Dean Transp., Inc.*, 2019 IL App (1st) 172933, ¶20.

Once Napleton initiated the appeal of this matter and Wilson cross appealed, the merits of the trial court's remittitur of the jury verdict were placed squarely before the Appellate Court under Illinois Supreme Court Rule 303(b)(3). *See* Ill. Sup. Ct. R. 303(b)(3) (eff. July 1, 2017) ("If a timely notice of appeal is filed and served by a party, any other party...may join in the appeal...or cross-appeal by filing a notice of appeal, indicating which type of appeal is being taken."). There is no limitation as to the issues that may be raised on appeal and Illinois Supreme Court Rule 366 (eff. Feb. 1, 1994), which governs remittitur, imposes no limitation.

The Appellate Court reasoned that although Napleton initiated the appeal, addressing the merits of the trial court's remittitur would somehow place Napleton at a

disadvantage:

“If . . . Wilson had accepted the remittitur, Napleton may have declined to appeal to “lock in” the remitted judgments. In [this] scenario, Wilson's ability to challenge a properly entered remitted judgment would be entirely dependent upon Napleton initiating an appeal. In deciding whether to initiate an appeal under this circumstance, Napleton would have to weigh the risk that an appellate court might reinstate the jury's awards in their entirety.”

Wilson, 2025 IL App (3d) 240079, ¶49. The flaw in the Appellate Court’s reasoning is that Napleton could have “locked in” the trial court’s remitted judgments by simply awaiting Wilson’s decision on whether to file a notice of appeal. If Wilson failed to appeal, the judgements would become final (*i.e.* “locked-in”) regardless of the trial court’s failure to follow proper remittitur procedure. If on the other hand, Wilson had even waited until the last possible day to file his notice of appeal, Napleton would have an additional ten days to file a cross appeal. *See* Ill. Sup. Ct. R. 303(a)(3) (eff. July 1, 2017). Napleton clearly “weigh[ed] the risk that [the] appellate court might reinstate the jury's awards in their entirety” when it made the choice to initiate the appeal of the trial court’s ruling. Simply stated there was no disadvantage to Napleton if the Appellate Court had decided the merits of the trial court’s remittitur of the jury awards. Conversely, by declining to decide the merits of the trial court’s remittitur, the Appellate Court put Wilson at an actual, distinct disadvantage.

While the Appellate Court declined ruling on Wilson’s challenge to the Court’s remittitur, it did decide the issues raised by Napleton in its appeal. First, the Appellate Court rejected Napleton’s argument that the trial court erred in admitting Bart Miller’s testimony concerning Napleton’s deceptive practices when it sold the car to him, finding that probative value of the testimony outweighed the prejudice to Napleton. *Wilson*, 2025

IL App (3d) 240079, ¶29. The Appellate Court next rejected Napleton’s argument that the election-of-remedies doctrine precluded an award of out-of-pocket damages on Wilson’s common law fraud claim. *Id.* at ¶62. The Appellate Court rejected Napleton’s argument that damages for aggravation and inconvenience are not recoverable under the CFA. *Id.* at ¶78. The Appellate Court denied Napleton’s appeal on whether the actual damages the trial court awarded under the CFA were against the manifest weight of the evidence. *Id.* at ¶79. Finally, the Appellate Court rejected multiple arguments made by Napleton challenging the trial court’s award of attorneys’ fees and costs under the CFA. *Id.* at ¶¶94-113.

The disadvantage to Wilson by remanding this case without having ruled on the trial court’s errors is apparent. On remand when the trial court re-enters the remittitur and gives Wilson the opportunity to accept or reject the award, Napleton will have no reason to appeal entry of the final judgment because the decisions by the Appellate Court are the law of the case. *Am. Serv. Ins. Co. v. China Ocean Shipping Co. (Americas) Inc.*, 2014 IL App (1st) 121895, ¶¶17, 19-20. There is little, if anything, left for Napleton to “weigh [against] the risk that an appellate court might reinstate the jury’s awards in their entirety.” *Id.* at ¶49. This leaves Wilson in the catch-22 position of having to either accept the remittitur despite the errors knowing Napleton is almost certainly not going to file an appeal because all issues except for remittitur were previously resolved in this appeal or, alternatively, rejecting the remittitur with the consequence of having to conduct a new trial.

“[A] party who consents to a remittitur is bound thereby and is precluded from appealing the entry of the remittitur unless the opposing party appeals from the judgment.”

Diaz v. Legat Architects, Inc., 397 Ill. App. 3d 13, 44-45 (1st Dist. 2009), *citing Haid*, 219

Ill. App. 3d at 415; *Anderson v. Greyhound Lines, Inc.*, 34 Ill. App. 3d 643, 644 (2nd Dist. 1975). As the Appellate Court observed, Wilson has no right to appeal under Illinois Supreme Court Rule 303 (eff. July 1, 2017) so if Wilson rejects the remittitur on remand, he is faced with the prospect of having to file a petition under Illinois Supreme Court Rule 306(a) (eff. Oct. 1, 2020) seeking a permissive appeal. *Wilson*, 2025 IL App (3d) 240079, ¶47. Consequently, Wilson’s procedural rights are considerably prejudiced.

Moreover, the Court should further take into account that Wilson would be at an additional disadvantage for presenting his claim. Because the case was appealed, there has been a significant passage of time from when the events occurred. Witnesses’ memories will have faded and witnesses are more likely to be unavailable, so the mere passage of time will adversely affect Wilson’s ability to present his case to a new jury. It also inconveniences third party witnesses who have already appeared for one trial. Finally, the nature of the proofs will be more limited because liability has already been determined.

It is inequitable to disadvantage Wilson for the trial court’s error, particularly where Wilson had the right to present the merits of the trial court’s remittitur before the Appellate Court on his cross appeal. Once Napleton initiated this appeal, the trial court’s failure to afford Wilson an opportunity to accept or reject the remittitur rendered the trial court’s error moot because Wilson was free to raise on appeal the question of whether the trial court abused its discretion. *Haid*, 219 Ill. App. 3d at 415; *see also* Ill. Sup. Ct. R. 303(b)(3) (eff. July 1, 2017).

By deciding Napleton’s appellate issues and then remanding the case to the trial court for a “do-over” of the remittitur without addressing whether remittitur is even proper based upon the trial court’s obvious errors, the Appellate Court puts Wilson at a distinct

disadvantage. Respectfully, to avoid placing plaintiffs like Wilson at such a disadvantage, this Court should hold that where there has been a remittitur, even an improper remittitur, and the defendant initiates an appeal of the trial court's decision, the plaintiff is free to challenge and have decided on appeal whether the trial court's remittitur was an abuse of discretion.

C. The Trial Court Abused Its Discretion By Granting Napleton's Motion For Remittitur Of The Jury's Punitive Damages Award.

A trial court's decision to grant a remittitur is reviewed for an abuse of discretion. *Miyagi*, 2019 IL App (1st) 172933, ¶20. The trial court abused its discretion by granting Napleton's motion for remittitur because the trial court's decision is based upon a reweighing of the evidence and evidence that is not part of the record. *Mook v. Johnson*, 2018 IL App (3rd) 170229, ¶¶30-33.

The amount of punitive damages to award is a jury question. *Blount v. Stroud*, 395 Ill. App. 3d 8, 21 (1st Dist. 2009). "Although the purpose of punitive damages is to punish and deter wrongful conduct, juries have been charged with their determination because they depend so closely upon the jury's fact finding." *Id.* at 22. "Juries have the unique ability to 'articulate community values' and evaluate 'the reprehensibility of a defendant's conduct for purposes of awarding punitive damages.'" *Id.* at 23. In other words, juries as triers of fact are uniquely positioned to determine the appropriate punitive damage award to deter the defendant's conduct and deter others. Accordingly, the "amount of a punitive damages award will not be reversed unless it is so excessive that it must have been a result of passion, partiality, or corruption." *Id.* at 22; *Mook*, 2018 IL App (3rd) 170229, ¶27. For these reasons, a jury's determination of damages is given great deference by Illinois courts. *Young v. Alden Gardens of Waterford, LLC*, 2015 IL App (1st) 131887, ¶80. Accordingly,

“[a] reviewing court will not disturb the verdict unless all reasonable persons would agree that the amount is excessive.” *Hanson-Suminski v. Rohrman Midwest Motors, Inc.*, 386 Ill. App. 3d 585, 595 (1st Dist. 2008) “Remittitur should not be employed when the award falls within the flexible range of conclusions that can be reasonably supported by the facts.” *Miyagi*, 2019 IL App (1st) 172933, ¶¶20-21; *Epping v. Commonwealth Edison Co.*, 315 Ill. App. 3d 1069, 1072 (1st Dist. 2000); *Riley v. Koneru*, 228 Ill. App. 3d 883, 888 (1st Dist. 1992).

(1) The Evidence In The Record Supports The Jury’s Punitive Damages Award.

The evidence in the record supports the Jury’s conclusion that Napleton’s conduct was reprehensible enough and the need for deterrence sufficient enough to warrant a \$1 million punitive damages award. There was abundant evidence to support the Jury’s damage award. Napleton had the car towed to its dealership, Napleton extensively repaired the car, Napleton sold \$38,256.30 in parts to its chosen body shop WBW for repairs, Napleton was paid another \$5,034.46 for accident repairs that it made itself, and there was a relatively short time (8 weeks) between Napleton’s completion of the repairs and Napleton’s reacquisition of the car. Sprandel, the mechanic who performed the repairs, inspected the car at trade-in, Galecki also inspected the car at trade-in, and Galecki had complete access to the car’s repair history from Napleton’s CDK system on his desk.

Although Napleton’s defense was that the misrepresentation to Wilson was a “mistake,” the Jury heard evidence that belied that defense and revealed Napleton’s recidivism. The Jury heard evidence that Napleton reacquired the car during this lawsuit and resold it to Miller by using True360 to whitewash the CarFax report and by again misrepresenting to Miller the car’s true accident history. This sort of recidivism belied

Napleton's mistake defenses and supported the Jury's award. *Baumrucker v. Express Cab Dispatch, Inc.*, 2017 IL App (1st) 161278, ¶¶78, 80 (evidence that defendant failed to change its vetting procedures for hiring drivers even after plaintiff was injured by a driver defendant hired with a history of accidents supported award of punitive damages against defendant); *Carter v. Mueller*, 120 Ill. App. 3d 314, 321 (5th Dist. 1983) (evidence of similar transactions and practices is relevant to a determination of punitive damages). The trial court itself stated that the Jury found Galecki not credible.

(2) The Trial Court Improperly Reweighed The Evidence And Considered Evidence Not In The Record.

Before a trial court can reduce a jury award, there must be some "basis in fact, evidenced by the record" showing that the award was either erroneous or the result of passion or prejudice. *Batterton v. Thurman*, 105 Ill. App. 3d 798, 804-05 (3rd Dist. 1982); *Dahan v. UHS of Bethesda*, 295 Ill. App. 3d 770, 782 (1st Dist. 1998). A trial court's remittitur of a jury's punitive damage award is an abuse of discretion where the trial court "reweigh[s] the evidence and then, based on its assessment of the facts, including some irrelevant facts not of record, determine[s] that the punitive damages awarded were excessive." *Mook*, 2018 IL App (3d) 170229, ¶29. That is precisely what occurred here.

The court's decision in *Mook v. Johnson* is on point. *Mook* was a fraud action in which the plaintiffs sued two relatives who were co-beneficiaries under a life insurance policy with the defendants, alleging that the defendants fraudulently surrendered the policy insuring their parents' lives for its cash value and then concealed the fraud thereby depriving plaintiffs of the payout upon their parents' deaths. One of the beneficiaries, Jamy Johnson (who was also the broker that procured the policy), enabled the fraud by having the policy documents, including the policy surrender forms, sent to him and his wife Robin.

Robin returned to the carrier policy surrender forms that purportedly bore the signature of all seven beneficiaries. The carrier issued a check for the surrendered policy payable to all seven beneficiaries, which Robin negotiated distributing a portion of the proceeds among some of the beneficiaries, but not Mook. *Id.* at ¶¶6-7. Mook learned that the policy had been surrendered long after the surrender payment. Mook reached out to the carrier to report that she had not signed a surrender form, and the carrier faxed her a copy of the form with her forged signature. *Id.* at ¶14. The policy's insureds died, and Mook and another policy beneficiary sued Jamy and Robin for fraud. *Id.* at ¶4. Plaintiffs' counsel asked the jury to award each plaintiff \$434,000 in actual damages and \$868,000 in punitive damages. *Id.* at ¶17. The jury awarded Mook \$44,960.56 in compensatory damages and \$254,491.44 in punitive damages and awarded her co-plaintiff \$65,508.56 in compensatory damages and \$254,491.44 in punitive damages. *Id.* at ¶19.

Defendants moved for a remittitur arguing the amount of the punitive damages was excessive and should shock the judicial conscience. *Id.* at ¶21. The trial court granted the motion relying on evidence that Mook's mother, June Lackey an insured under the policy, may have forged Mook's signature and that June may have wanted the policy to be surrendered and cash value distributed as it was. *Id.* at ¶23. The court opined that the punitive damages were "especially excessive" because a conviction for forgery carries a possible maximum fine of only \$25,000 and plaintiffs' attorney only sought punitive damages in an amount double to the amount of compensatory damages. *Id.* Accordingly, the trial court remitted Mook's punitive damage award to \$20,000 and co-plaintiff's punitive damage award to \$10,000. *Id.* at ¶22.

On appeal, the Appellate Court reversed the remittitur and reinstated the jury's

punitive damages awards. *Id.* at ¶33. The court began its analysis by noting that “[p]unitive damages may be awarded when the defendant’s tortious conduct evinces a high degree of moral culpability, that is, when the tort is “committed with fraud, actual malice, deliberate violence or oppression, or when the defendant acts willfully, or with such gross negligence as to indicate a wanton disregard of the rights of others.” *Id.* at ¶27 (citation omitted). The court explained that while a trial court “should take caution to see that [punitive damages] are not improperly or unwisely awarded . . . , a reviewing court is not free to reweigh the evidence merely because it would have arrived at a different verdict.” *Id.* at ¶27. The court concluded that based upon the record the jury “could have found defendants’ conduct reprehensible enough and the need for deterrence sufficient to warrant the punitive damages awarded.” *Id.* at ¶30. Moreover, the court noted that the punitive damage award was 5.66 times the amount of Mook’s compensatory damages and therefore comported with constitutional due process. *Id.* at ¶31.

Finally, the court found that the trial court abused its discretion by considering evidence that it previously heard but which it deemed inadmissible at trial (*i.e.*, that Robin was merely following her mother June’s wishes) ruling “[a]lthough a trial judge, acting as trier of fact, is presumed to consider only admissible evidence, that presumption is necessarily rebutted, where, as here, the record affirmatively shows otherwise.” *Id.*

(3) The Trial Court Improperly Ignored Evidence Presented To The Jury Implicating Safety Concerns.

The trial court also abused its discretion by reducing the Jury’s punitive damages award based on a purported “lack of health and safety issues” presented to the Jury. The Jury heard evidence at trial demonstrating the safety concerns raised by Napleton’s fraud.

Napleton sold Wilson a car that had had structural repairs and had to have air bag

components replaced. Wilson testified that he bought the car because it was a four-door, which he needed because he had young kids and he had to have a car that could accommodate a booster seat. R.1115-1116. Isham testified that the car's damages were "severe", the highest classification of damage. R.1088. Isham testified that replacement of an airbag or suspension parts from an accident is a critical thing buyers want to know: "if you have to replace an airbag, that's a very critical thing. The buyer of the car worries, oh, my God, maybe it won't go off the next time. If you have to replace suspension, it's a very critical thing. Buyers, of course, worry about that." R.1085. The repairs to the car included airbag and seatbelt repairs and structural repairs. A.021-23; C.12313-12315; A.090; C.12745; R.645.

For these reasons, the trial court's conclusion that there was no evidence of a safety issue was contrary to the evidence that the Jury heard. *Cf. Gehrett v. Chrysler Corp.*, 379 Ill. App. 3d 162, 183 (2nd Dist. 2008) (finding that safety concerns supporting punitive damages award were raised by defendant car dealership's misrepresentation that car had quadra-trac feature when it did not because the car could not go into 4-wheel drive on bad road conditions). In essence, the trial court reweighted the evidence to draw its own conclusion instead of considering whether there was evidence in the record to support the Jury's award.

(4) The Trial Court Improperly Reduced The Jury's Punitive Award Based On Wilson's Right To Recover Attorney Fees Under His CFA Claim.

The trial court also abused its discretion by reducing the Jury's punitive damages award because Wilson would "recover a large fee award" on his CFA claim. A.067; C.11628. The trial court's remittitur of the Jury's punitive damages award on the basis that Wilson would "recover a large fee award" is contrary to established law.

Illinois courts do not consider a plaintiff's attorney fees award as grounds for reducing punitive damages—just the opposite—Illinois courts utilize the amount of attorney fees awarded as a factor that weighs in plaintiff's favor when considering a defendant's challenge that a punitive damages award was disproportionate to actual damages and therefore violated constitutional due process. *Int'l Union of Operating Engineers, Local 150 v. Lowe Excavating Co.*, 225 Ill. 2d 456, 490 (2006); *Blount*, 395 Ill. App. 3d at 21; *Kirkpatrick v. Strosberg*, 385 Ill. App. 3d 119, 136 (2nd Dist. 2008). Courts from other jurisdictions considering this issue agree that an award of attorney fees should be taken into account as part of the compensatory damages factor in determining whether a punitive damages award satisfies due process standards. *Walker v. Farmers Ins. Exch.*, 153 Cal. App. 4th 965, 973 n.8 (2007); *Willow Inn, Inc. v. Public Service Mut. Ins. Co.*, 399 F.3d 224, 236-37 (3rd Cir. 2004); *Continental Trend Resources, Inc. v. OXY USA, Inc.*, 101 F.3d 634, 642 (10th Cir. 1996); *Girdner v. Rose*, 213 S.W.3d 438, 449 (Tex. App. 2006).

Moreover, punitive damage awards and attorney fees awards serve different purposes. Punitive damages are awarded to punish a defendant and deter similar conduct. *Int'l Union of Operating Eng'rs, Local 150*, 225 Ill. 2d at 490. Attorney fees awards provide an incentive for plaintiffs to bring cases to curtail conduct that violates the law where they would otherwise be reluctant because "recovery would be nearly or completely consumed by attorney fees." *Cruz v. Northwestern Chrysler Plymouth Sales, Inc.*, 179 Ill. 2d 271, 279-80 (1977). It is inconsistent for a trial court to confer a benefit on a recalcitrant defendant like Napleton by reducing a punitive damage award that was intended to punish Napleton and deter similar future conduct because the legislature saw fit to incentivize plaintiffs to bring CFA actions to deter such conduct by including a fee-shifting provision

in the statute.

(5) The Jury's Punitive Damages Award Was Well Within Constitutional Limitations.

The Jury's punitive damages award in this case fell well within the constitutional limitations for punitive damages award. *Cf. Mook*, 2018 IL App (3d) 170229, ¶31, *citing State Farm Mutual Automobile Insurance Co. v. Campbell*, 538 U.S. 408, 425 (2003) (observing that punitive damages in the single-digit ratio to compensatory damages will generally satisfy due process).

For purposes of the Jury's \$1,000,000 punitive damages award, factoring in the trial court's award of \$185,361 in attorney's fees, results in an actual damage to punitive damages multiplier of 2.9 ($\$1,000,000/(\$163,442 + \$185,361) = 2.87$), far below any due process constraint. *Kirkpatrick*, 285 Ill. App. 3d at 136 (finding that although no compensatory damages had been awarded, a punitive damages award of just over 3½ times the court's attorneys fee award satisfied due process).

Even if this Court were to accept the trial court's reduction in actual damages to \$99,616, the actual damages to punitive damages multiplier is only 3.5 ($\$1,000,000/(\$99,616 + \$185,362) = 3.50$), still well below the multiplier that has been found acceptable in other fraud cases against car dealerships. *Gehrett*, 379 Ill. App. 3d at 170,183 (multiplier of seven); *Bates v. William Chevrolet/GEO, Inc.*, 337 Ill. App. 3d 151, 157 (1st Dist. 2003) (same). *See also Mook*, 2018 IL App (3d) 170229, ¶31 (punitive damages awarded by the jury were only 5.66 times the amount of Mook's compensatory damages and 3.88 times the amount of Jeremy's estate's compensatory damages); *Ciampi v. Ogden Chrysler Plymouth*, 262 Ill. App. 3d 94, 113 (2nd Dist. 1994) (affirming jury's award of \$5,000 compensatory damages and \$100,000 in punitive damages against car

dealership for common law fraud by falsely representing to plaintiff that she was buying a new car).

(6) The Jury’s Punitive Award Was Less Than Wilson’s Proposal Thereby Demonstrating A Lack Of Passion Or Prejudice.

The Jury’s award of \$1,000,000 in punitive damages is on the low end of the \$750,000 to \$1.5 million range Wilson proposed to the jury at closing. A.063; C.5553; R.1608. Moreover, at closing Wilson proposed to the jury an award of \$30,000 to \$50,000 for aggravation and inconvenience and the jury awarded Wilson \$25,000. A.063; C.5553; R.1606-1608. This is further proof that the Jury “carefully weighed the evidence” and was not influenced by passion or prejudice. *Cahman v. Timber Court, LLC*, 2021 IL App (1st) 200338, ¶95 (the trial court’s award of a lower punitive damages award than was sought by plaintiff indicates that the award was not the result of passion or prejudice); *Northern Trust Co. v. County of Cook*, 135 Ill. App. 3d 329, 335 (1st Dist. 1985) (“the jury’s verdict was not so large as to indicate passion and prejudice. Plaintiff was awarded considerably less than his counsel requested of the jury in closing arguments.”).

D. The Trial Court Abused Its Discretion By Granting Napleton’s Motion For Remittitur Of The Jury’s Out-Of-Pocket Damages Award.

The Jury’s award of compensatory damages to Wilson was consistent with the jury instruction that the trial court gave to the Jury (C.5519; R.1686-1689) and with Napleton’s proposed alternative instruction which was not given (C.5542). Where a defendant tenders a substantially similar jury instruction to the one given to the jury, the defendant waives any objection to the jury instruction. *E.J. McKernan Co. v. Gregory*, 252 Ill. App. 3d 514, 534 (2nd Dist. 1993) (affirming award of punitive damages based upon plaintiff’s jury instruction based in part on defendants having tendered a similar instruction); *People v.*

Kelley, 105 Ill. App. 2d 481, 485 (4th Dist. 1969) (holding that where defendant tenders jury instruction of similar import to the one tendered by plaintiff and the plaintiff's instruction is given, defendant waives any objection to the jury instruction); *People v. Watts*, 81 Ill. App. 2d 283, 287 (3rd Dist. 1967). Because Napleton tendered a jury instruction allowing Wilson to recover the out-of-pocket damages awarded by the Jury, Napleton waived any objection it had to the instruction given to the Jury and the Jury's award of damages consistent with that instruction. Accordingly, it was an abuse of discretion for the trial court to remit the Jury's compensatory damage award.

Despite the fact that the Jury awarded compensatory damages consistent with the jury instruction given by the trial court and the one proposed by Napleton, the trial court granted Napleton's motion for remittitur of Wilson's out-of-pocket damages for the following four reasons: (1) Wilson suffered no damages for the three years he drove the car before he discovered Napleton's fraud, (2) Wilson would have had some car expenses regardless of Napleton's fraud, (3) "Napleton's eventually took the car back and had had least indicated a willingness to rescind the contract shortly after the lawsuit was filed", and (4) at least some payments were made from a children's trust, A.067; C.11628. As discussed below, each of the explanations is either contrary to established law or not supported by the record and, therefore, it was an abuse of discretion for the trial court to remit the Jury's compensatory damages award for these reasons, too.

(1) The Trial Court Cannot Remit Out-Of-Pocket Damages On The Basis That The Out-Of-Pocket Damages Were Incurred Before The Fraud Was Discovered.

In Illinois, "the measure of damages for fraud is such an amount as will compensate the plaintiff for the loss occasioned by the fraud or the amount which plaintiff is actually

out-of-pocket by reason of the transaction.” *Brown v. Broadway Perryville Lumber Co.*, 156 Ill. App. 3d 16, 25 (2nd Dist. 1987); *Martin v. Allstate Ins. Co.*, 92 Ill. App. 3d 829, 835 (1st Dist. 1981). A plaintiff may recover damages for any injury which is the “direct and natural consequence of his acting on the faith of defendant’s representations.” *Gold v. Dubish*, 193 Ill. App. 3d 339, 351 (5th Dist. 1989).

For example, in *Gold v. Dubish*, the prospective buyers of defendants’ grocery store and real estate sued defendants for fraud after defendants represented that the deal was final and then later refused to consummate the transaction. *Id.* at 343, 346-47. The court stated that plaintiffs could recover as damages the expenses that they incurred in preparation of the consultation of the deal, lost wages and benefits for having terminated their prior employment which was a condition of consummating the transaction, and expenses incurred to secure new employment. *Id.* at 351. These damages included damages incurred before the fraud was discovered. The court explained “[t]here is no dispute that these damages, which are in the nature of ‘out-of-pocket’ losses, would be recoverable if proved at trial, for they certainly flow directly from plaintiffs’ having acted on defendants’ representations.” *Id.* at 351-52.

Similarly, in *Galo Tan v. Boyke*, 156 Ill. App. 3d 49, 55 (2nd Dist. 1987), the plaintiff rescinded his contract to purchase two apartment buildings constructed by the defendant seller after discovering that the defendant knew and failed to disclose that the property descriptions were overstated and contained unpermitted units for which occupancy permits could not be obtained. *Id.* at 52, 53. The court affirmed plaintiff’s recovery of expenses for loan commitments, broker’s services, appraisal fees, a marketing analysis, an engineer’s report, and attorney’s fees and costs incurred to negotiate the failed purchase of real estate

all of which were consequential damages proximately resulting from the fraud and incurred before the fraud was discovered. *Id.* at 53-55 *citing* Restatement (Second) of Torts §549(1)(b) (1977) (fraud plaintiff may recover “pecuniary loss suffered otherwise as a consequence of the recipient’s reliance upon the misrepresentation.”).

The evidence established that Wilson would not have acquired the car if he had known the car had been in an accident. Accordingly, Wilson’s damages include the lease payments that he made on a car that flowed naturally and directly from the fact that Napleton’s fraud induced Wilson to acquire the car through the lease arrangement with Premier. The very benefit that Napleton sold to Wilson through the open-ended lease—*i.e.*, that Wilson could trade the car in at any time during the lease—was denied to Wilson because he was sold a car that no one else would take on trade. Rescission was not a remedy available to Wilson because he had acquired the car from Napleton through a lease transaction with Premier, which had not participated in the fraud. *YPI 180 N. LaSalle Owner, LLC v. 180 N. LaSalle II, LLC*, 403 Ill. App. 3d 1, 5 (1st Dist. 2010) (“Rescission is an equitable remedy that seeks to restore the contracting parties to their precontract positions.”) (emphasis added); *United City of Yorkville v. Vill. of Sugar Grove*, 376 Ill. App. 3d 9, 22 (2nd Dist. 2007).

The trial court’s remittitur of the lease payments Wilson made prior to discovering Napleton’s fraud on the basis that Wilson was not damaged until then is contrary to established law. Although we have been unable to find a decision in Illinois expressly holding that damages begin to accrue when the fraud occurs (not when the fraud is discovered), the discovery rule that applies to fraud actions in Illinois necessarily implies that the damages begin to accrue when the fraud occurs. As this Court stated in *Knox*

College v. Celotex Corp., 88 Ill. 2d 407, 414 (1981), the discovery rule postpones the starting of the period of limitations for a plaintiff who has been injured but who is not yet aware of the injury. Consequently, by implication, the injury occurs at the time of the fraud, even if the injured party is not aware. See also *Gabelli v. SEC*, 568 U.S. 442, 450-51 (2013) (a party is injured when the fraud occurs even though the party may not discover that a fraud has occurred until some time later). As the Supreme Court explained in *Gabelli v. SEC*, the fact that a party is unaware that they have been injured does not mean that they have not suffered damages. *Gabelli*, 568 U.S. at 450-51. The whole point of the discovery rule is to delay the statute of limitations—which would otherwise have started to run when the fraud and damages first occur—because a party cannot reasonably be expected to have discovered their injury. If a plaintiff did not suffer damages until the fraud was discovered, there would be no need for the “discovery rule” to toll the statute of limitation for filing of a complaint.

Coe v. Proskauer Rose, LLP, 314 Ga. 519, 528 (2022) is a good illustration of the implicit holding in *Knox College, Gold* and *Galo Tan* and a case that this Court should find persuasive. In *Coe*, plaintiffs alleged fraud against their accountant and an attorney for providing faulty tax advice. In 2002, at their accountant’s recommendation, plaintiffs paid the attorney for a legal opinion which approved tax deductions recommended by their accountant. *Id.* at 521. In 2005, the IRS initiated an audit and in 2012 the plaintiffs settled with the IRS for having taken the illegal deductions recommended by their accountant. In 2015 the plaintiffs sued for fraud alleging that the accountant had created the illegal scheme and entered into a fee splitting arrangement with the attorney to approve it. *Id.* at 522. Plaintiffs did not discover the fraud until years after they paid the accountant. The court

concluded plaintiffs' fraud claim accrued in 2002 when the plaintiffs suffered damages by paying the accountant even though plaintiffs did not discover the fraud until years later:

"We recognize that, oftentimes, it is only with the benefit of hindsight that a plaintiff is able to ascertain that he has not received the benefit of his bargain as a result of fraud or negligent misrepresentation. Nonetheless, because the [plaintiffs] could have maintained their claims of negligent misrepresentation and fraud at the point when they relied on those representations and paid those fees in 2002, their claims of negligent misrepresentation and fraud began to accrue at that time."

Id. at 528. The plaintiffs' claims accrued when they paid defendant but the discovery rule tolled the statute of limitations until plaintiffs could discover the fraud. *Id.* at 533. The plaintiffs' damages included the fee paid for the fraudulent advice as well as other damages proximately flowing from the fraud years before plaintiffs discovered the fraud. *Id.* at 526 n.16. It would be an absurd result if the court had held that the fees that the plaintiffs were induced to pay the accountant were not damages because plaintiffs enjoyed a few years of tax benefits for the improper deductions before the IRS audit revealed the accountant's fraud and plaintiffs had to then pay the IRS. By excluding Wilson's lease payments to Premier prior to his discovery of Napleton's fraud, that is precisely what the trial court has done here.

Wilson was injured on November 28, 2015, when he paid Napleton a \$19,936.20 downpayment for the car after Napleton falsely assured him it was accident-free. Wilson is entitled to his out-of-pocket damages proximately flowing from the fraud, which includes his lease payments. *See Martin*, 92 Ill. App. 3d at 835. The trial court abused its discretion when it supplanted the Jury's damages award concluding that Wilson suffered no damages until he discovered the fraud. *Capiccioni v. Brennan Naperville, Inc.*, 339 Ill. App. 3d 927, 930, 937-38 (2nd Dist. 2003) (stating in *dicta* that plaintiffs could recover in

their consumer fraud act claim moving expenses to move into a home they purchased based upon the brokers misrepresentation that the home was in a preferred school district only to find out three years later that it was not because the damages were proximately caused by the misrepresentation).

(2) There Was No Evidence Wilson Would Have Had “Another Car.”

The trial court abused its discretion by concluding that Wilson’s compensatory damages should be reduced because Wilson would have had to purchase some other car regardless of Napleton’s fraud. A.067; C.11628. There was no evidence to support the trial court’s conclusion that Wilson would have had to incur additional expense for another car, and the Jury heard evidence to the contrary.

The Jury heard evidence that Wilson did not purchase another car when he learned of Napleton’s fraud and stopped driving the Aston Martin. The Jury heard evidence that instead Wilson drove a 20-year old 1998 Mustang with an indeterminate number of miles in excess of 113,000 (due to a broken speedometer) that he already owned. R.881; R.922-923; R.1116-1117. Wilson already owned this car. *Id.* Although Wilson incurred expenses for the maintenance, repairs, and operation of that car, those expenses were not part of the damages that he sought in this lawsuit, and the Jury’s Verdict did not include any such damages. R. 922; R.1606. Consequently, the evidence demonstrated that Wilson did not need to purchase a different car, and he did not ask the jury to award him damages related to his use of the 1998 Mustang.

Napleton also forfeited its right to seek a setoff against Wilson’s out-of-pocket damages by failing to raise it as an affirmative defense or a counterclaim and by failing to introduce evidence at trial to support such a defense or defense. Setoff must be raised by

a defendant in its pleadings. *MidAmerica Bank, FSB v. Charter One Bank, FSB*, 232 Ill. 2d 560, 574-575 (2009) (“A defendant is required to raise a claim for a setoff in the pleadings to give the plaintiff notice and an opportunity to defend against the claim.”), citing *Vieweg v. Friedman*, 173 Ill. App. 3d 471, 474 (2nd Dist. 1988); *Nadhir v. Salomon*, 2011 IL App (1st) 110851, ¶41. In *Vieweg*, a car buyer sought revocation of the sale of an automobile under the Magnuson-Moss Warranty Act. Following a bench trial, the court entered judgment for the plaintiff and applied a setoff based upon plaintiff’s use of the car for 11 or 12 months. The Appellate Court reversed the setoff against plaintiff’s damages because the dealership did not raise setoff in its pleadings holding that “a setoff must be raised by a defendant in his pleadings, because to allow otherwise would deprive a plaintiff of his right to notice and opportunity to defend against such a claim.” *Id.* at 474.

Napleton did not assert a counterclaim or affirmative defense for setoff, even though the trial court stated at the August 2, 2023 pretrial hearing that it would grant Napleton the opportunity if it sought to do so. R.187-188. Despite the trial court’s invitation, Napleton never raised the issue of setoff in its pleadings and Napleton did not present evidence at trial concerning the value Wilson derived from driving the car for three years or what his other costs would have been for some other hypothetical car. The trial court erred by giving Napleton a setoff equal to 100% of the lease and insurance payments for the car prior to Wilson’s discovery of the fraud. A.067; C.11628. *MidAmerica Bank*, 232 Ill. 2d at 574-75; *Vieweg*, 173 Ill. App. 3d at 474. Because Napleton never raised the issue of setoff and offered no evidence at trial concerning the value Wilson received, it was error for the trial court to award Napleton a setoff.

(3) The Trial Court Improperly Considered Evidence Of An Offer Of Rescission Not In The Record And Which Did Not Occur.

Also, like the trial court in *Mook*, the trial court here improperly considered inadmissible evidence that it heard during pre-trial proceedings and during Napleton's offer of proof, before ruling that evidence inadmissible. The trial court's justification for remittitur of the Jury's out-of-pocket damages was that "Napleton's eventually took the car back and had had least indicated a willingness to rescind the contract shortly after the lawsuit was filed." A.067; C.11628. There is no evidence in the record for the trial court to come to that conclusion. The trial court had expressly excluded evidence of the negotiations between Napleton and Wilson at trial because Napleton's offer of proof did not establish any offer had been made. Moreover, Napleton did not "take the car back." The evidence established that Napleton paid the balloon payment on Wilson's lease to avoid exposure for those additional damages.

The trial court granted Wilson's Motion *in Limine* barring testimony involving settlement negotiations pursuant to Illinois Rule of Evidence 408. C.3396; R.99. However, the trial court permitted Napleton to submit an offer of proof at trial for its affirmative defense that Wilson failed to mitigate his damages by failing to accept Napleton's so-called "offer of rescission." Napleton presented two witnesses: its in-house counsel David Scott and its trial attorney John Pcolinski. Scott testified that in 2018 Napleton disavowed any liability to Wilson because Napleton's contract was with Premier and not Wilson: "I told him initially that, from a legal perspective, because I was the deputy general counsel ... I didn't think that his client had a claim, because his client wasn't even our customer." R.1466-1467. Pcolinski admitted that Napleton could not make an offer of rescission:

"Q. Let me stop you there. So that is not an actual rescision (sic). You

were going to pay him those amounts if he bought out this contract with Premiere (sic), correct?

A. It's an effective rescission (sic).

* * *

Q. You are aware that it wasn't actually a rescission (sic) of the contract with Premiere (sic) Financial, correct?

A. I guess if that's the legal nicety you would like to draw up, that is fine."

R.1481-1482.

The testimony regarding Napleton's purported "willingness to rescind the contract" was given outside the Jury's presence. The trial court properly determined that even if a settlement offer had been made, it would have been an inadmissible settlement communication. Consequently, the trial court abused its discretion by relying on evidence held inadmissible, which is not in the record, and which is contradicted by the record.

(4) The Trial Court's Remittitur Improperly Relied Upon Payments From A "Children's Trust" That Did Not Exist.

The Court also concluded that Wilson's out-of-pocket damages should be reduced because payments for the car had been made from a "children's trust." There is no evidence in the record to support the trial court's conclusion. Wilson testified that his and his wife's personal finances are maintained in a bank account in the name of "The Wilson Toy Box Trust" set up by his wife, and there was evidence presented at trial that at least some of the car payments were made from that account. C.7554-7557. For this reason, too, the trial court abused its discretion by relying on evidence which is not in the record.

E. The Trial Court Erred By Failing To Award Wilson His Out-Of-Pocket Damages Pursuant To 815 ILCS §505/10a.

Where the court is called upon to determine what damages are recoverable under a statute, the court's review of the trial court's decision is *de novo*. *Carle Found. v. Dep't of Revenue*, 2023 IL App (4th) 200121, ¶168. The trial court entered summary judgment in

favor of Wilson and against Napleton on the issue of liability. C.1355. The trial court awarded damages on Wilson's CFA claim after hearing evidence at trial on Wilson's common law fraud claim. The trial court erred by holding that Wilson's damages under the CFA did not begin to accrue until he discovered Napleton's fraud.

The CFA provides for an award of "actual economic damages or any other relief which the court deems proper." 815 ILCS §505/10a(a). The CFA "shall be liberally construed to effect the purposes thereof." 815 ILCS §505/11(a). Courts have taken this as a mandate by the Illinois legislature that the purpose of the CFA is to eradicate all forms of deceptive and unfair business practices. *American Buyers Club, Inc. v. Honecker*, 46 Ill. App. 3d 252, 257 (5th Dist. 1977). Compensable damages under the CFA are those damages proximately caused by the consumer fraud. *Connick v. Suzuki Motor Co.*, 174 Ill. 2d 482, 502 (1996). Proximate cause "means any cause which in natural or probable consequence produced the injury complained of" and "[i] need not be the sole cause or the last or the nearest cause." *Capiccioni*, 339 Ill. App. 3d at 937-38. Although Section 10(a) of the CFA includes language specific to car dealers, this Court struck down that language as unconstitutional. *Allen v. Woodfield Chevrolet, Inc.*, 208 Ill. 2d 12, 34 (2003).

Wilson produced evidence during the trial that he would not have purchased the car except for Napleton's fraud and that as a natural and probable cause of Napleton's fraud he paid \$114,707.67 in lease payments. The trial court awarded Wilson his out-of-pocket losses except for lease and insurance payments made by Wilson prior to May 2018 when he discovered Napleton's fraud. As with common law fraud, however, Wilson's damages began to accrue when Napleton violated the CFA, not when Wilson discovered Napleton's violation. *Capiccioni*, 339 Ill. App. 3d at 937-38 (plaintiff's damages included amounts

incurred three years prior to discovery of defendant's fraud.); *Coe*, 314 Ga. at 528.

Accordingly, Wilson requests that this Court hold that Wilson is entitled to recover his out-of-pocket damages from the date of Napleton's fraud and remand this case with direction that the trial court award Wilson his out-of-pocket damages from the date of the fraud concomitant with his common law fraud claim.

F. The Trial Court Erred By Reducing Wilson's Attorney's Hours By A Flat Percentage.

On appeal, the Court reviews the trial court's ruling on an attorney fees petition for an abuse of discretion. *Casey v. Rides Unlimited Chi., Inc.*, 2022 IL App (3d) 210404, ¶26. The trial court granted Wilson summary judgment on Count II for violation of the CFA and reserved ruling on the issue of damages until it heard the evidence at trial. C.1355; R.27; R.30. After trial, Wilson filed his fee petition with 1,453 time entries broken down into 20 categories of work for which he sought to recover a fee award. C.5723-5728; C.5737-5843. Wilson also identified the time entries not related to his CFA claim for which he did not seek recovery. C.10568-10569.

Napleton objected to all entries prior to Wilson filing his amended complaint asserting his CFA claim. The trial court properly rejected this blanket objection concluding that "because of the factual overlap between the claims at least some of the earlier work had to have involved Count II." A.066; C.11627; *Dubey v. Public Storage, Inc.*, 395 Ill. App. 3d 342, 361 (1st Dist. 2009). Napleton only made a specific objection to 15 of Wilson's attorney's 1,453 time entries. C.8419. Of the 15 time entries, Wilson had not asked for fees for four of them (C.10658), one entry was for 8.7 hours of attorney time for jury *voir dire* on the first day of trial which Wilson advised the trial court had been included by mistake and agreed should be excluded (R.1748), and the remaining entries were for

work spent on the litigation generally on matters which could not be segregated into work for Wilson's common law fraud count and Wilson's CFA count (C.8419). *Dubey*, 395 Ill. App. 3d at 361 ("plaintiffs may also recover fees incurred for work on non-Act claims when the Act claim is so inextricably intertwined with the non-Act claims that it cannot be distinguished"). Although Napleton objected to only 15 time entries, the trial court *sua sponte* reduced by 50% all time related (i) to motion practice, (ii) to depositions, (iii) to discovery regarding the Miller transaction, and (iv) to various pretrial matters. A.066-067; C.5723-5725; C.5727; C.5728; C.11627-11628. The trial court's arbitrary decision to reduce whole categories of time by a flat 50% is an abuse of discretion. C.10568.

The Appellate Court expressly adopted *Hensley v. Eckerhart*, 461 U.S. 424 (1983) as the framework for deciding attorney fees award issues. *See, e.g. Casey*, 2022 IL App (3d) 210404, ¶12. Under *Hensley*, it is an abuse of discretion for a court to reduce an attorney fees petition based upon a flat percentage. *Heiar v. Crawford County, Wis.*, 746 F.2d 1190, 1204 (7th Cir. 1984), *citing Hensley v. Eckerhart*, 461 U.S. 424 (1983) (reversing decision to reduce attorney fees by a flat 50% for perceived excess billing amounts); *People Who Care v. Rockford Board of Ed.*, 90 F.2d 1307, 1314 (7th Cir. 1996) (trial court abused its discretion by reducing attorney's hours by flat amounts without reference to specific, objectionable billing entries); *Casey*, 2022 IL App (3d) 210404, ¶29 ("The court may not arbitrarily reduce the award, and a reduction requires a clear and concise explanation."). Napleton did not object to specific time entries that would have supported the trial court's reduction by a flat 50%. It is not the job of a trial judge to work as a defense lawyer and search for reasons to cut the winning plaintiff's fee request. *Moreno v. City of Sacramento*, 534 F.3d 1006, 1116 (9th Cir. 2008). For these reasons, the

Court should reverse the trial court's arbitrary decision to reduce categories of Wilson's attorney fees petition and remand this case with direction to grant Wilson's attorney fees petition in full, except for the 8.7 hours for Line 1437 for jury *voir dire*. R.1748.

G. Request On Remand.

At the conclusion of this appeal, this Court should remand this case to the trial court with the following direction:

- (a) reverse the trial court's award of remittitur with direction to reinstate the Jury's Verdict for compensatory damages of \$163,544.62 and for punitive damages of \$1,000,000.00;
- (b) reverse the trial court's decision for Wilson's CFA claim to the extent it excluded those lease and insurance payments made by Wilson prior to his discovery of Napleton's fraud;
- (c) reverse the trial court's decision reducing Wilson's attorney fees petition categories by a flat 50% with direction to grant Wilson's attorney fees petition in full, except for the 8.7 hours attributable to jury *voir dire*;
- (d) direct the trial court to award Wilson his reasonable attorney fees incurred for this appeal on a supplemental fee petition. *Trutin v. Adam*, 2016 IL App (1st) 142853, ¶35; *Chesrow v. Du Page Auto Brokers, Inc.*, 200 Ill. App. 3d 72, 76 (2nd Dist. 1990).

III. CONCLUSION

For the forgoing reasons, Wilson respectfully requests that this Court grant Wilson the relief requested by this appeal.

JEFFREY WILSON,

By: /s/ Kevin P. McJessy

Kevin P. McJessy
Joseph J. Borders
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Chicago, IL 60613
(773) 880-1260

SUPREME COURT RULE 341(c) CERTIFICATE OF COMPLIANCE

I hereby certify that this brief conforms to the requirements of Rules 341(a) and (b). The length of this brief, excluding the pages or words contained in the Rule 341(d) cover, the Rule 341(h)(1) table of contents and statement of points and authorities, the Rule 341(c) certificate of compliance, the certificate of service, and those matters to be appended to the brief under Rule 342(a), is 50 pages.

Respectfully submitted,

/s/ Kevin P. McJessy
Kevin P. McJessy
McJessy Ching & Thompson, LLC

APPENDIX

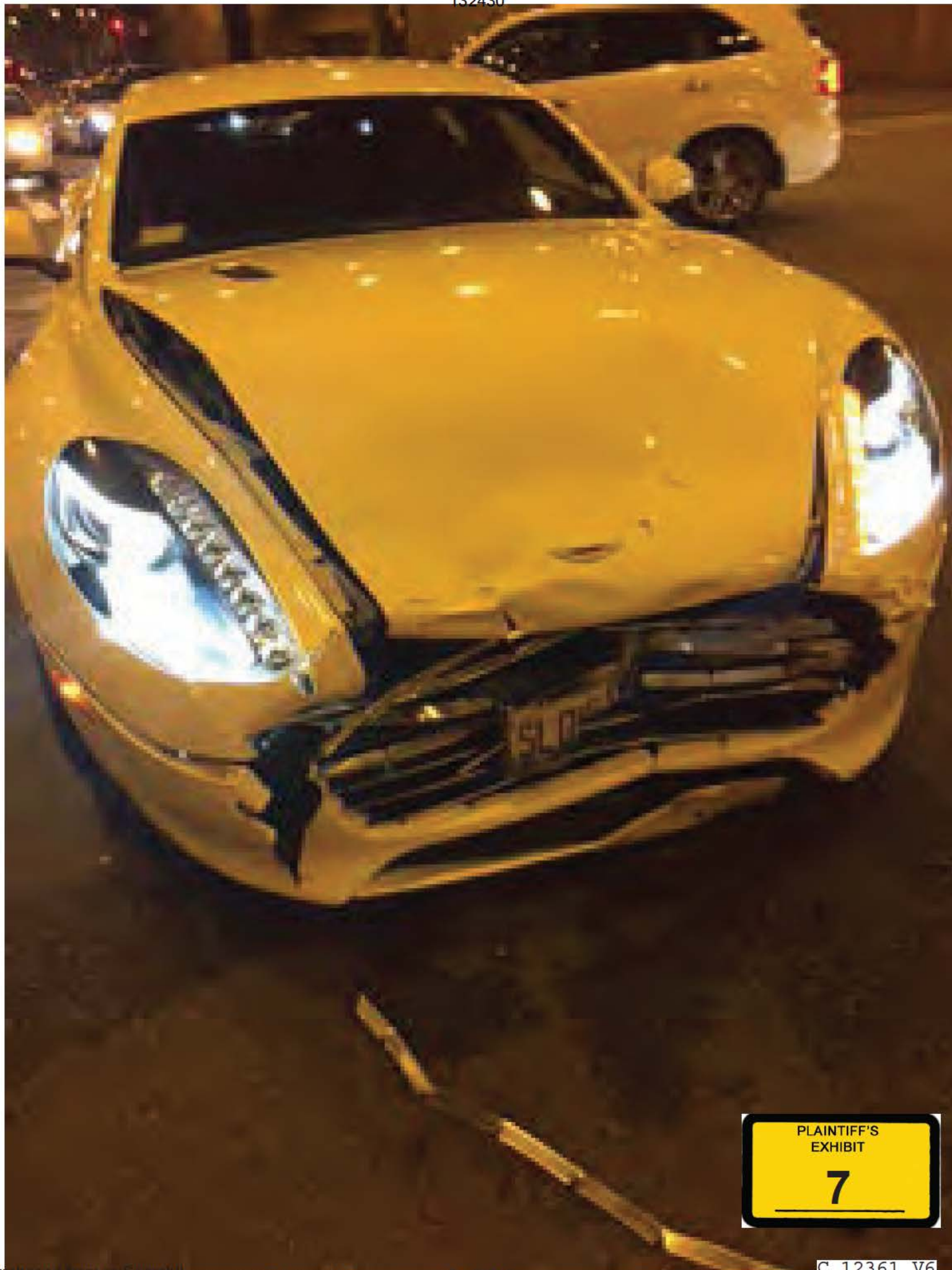
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Wilson v. Napleton’s Goldcoast Imps., Inc., 2025 IL App (3d) 240079
Appellate Court Decision dated September 25, 2025 A.099-160

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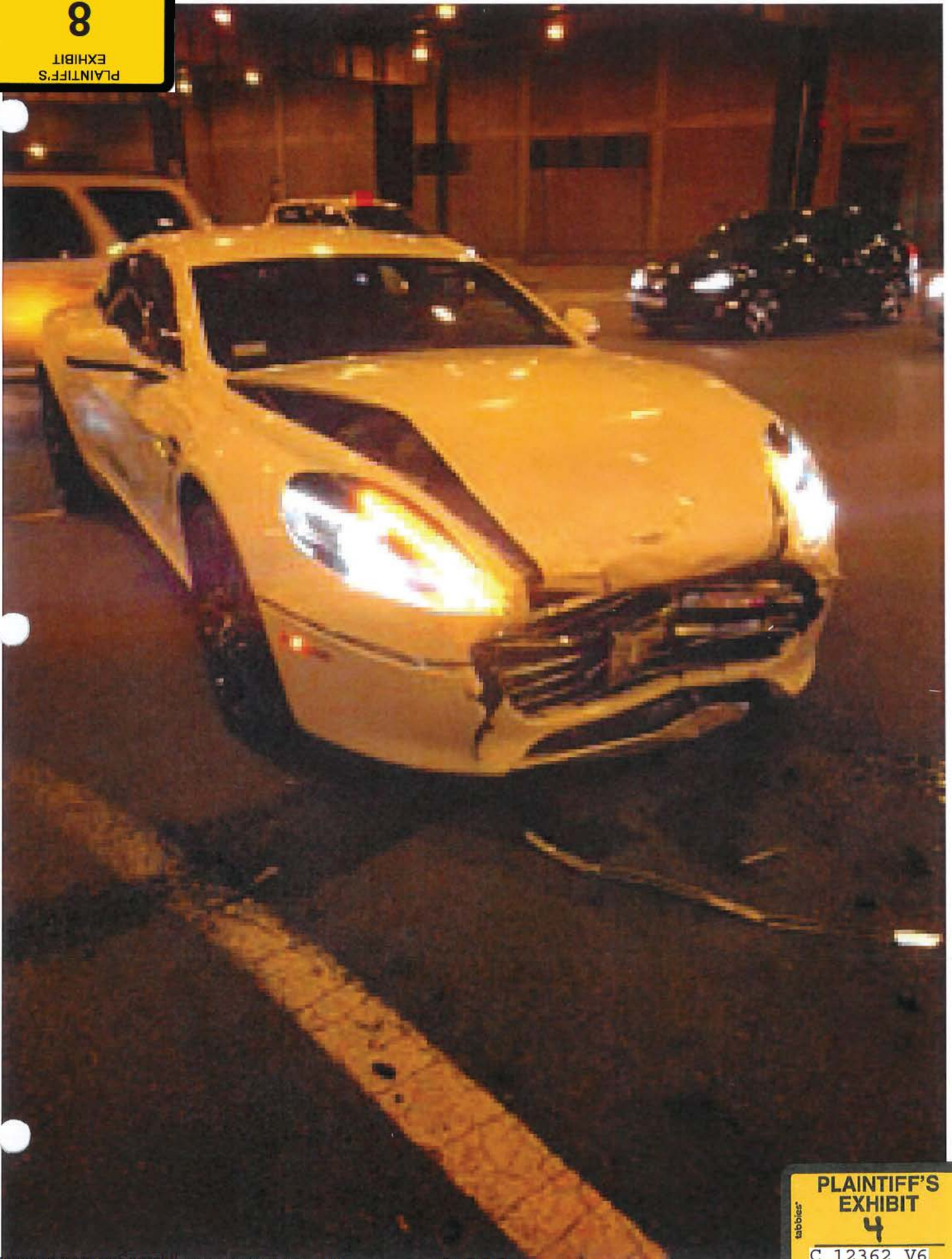
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EXHIBIT

7

8

PLAINTIFF'S
EXHIBITPLAINTIFF'S
EXHIBIT

4

C 12362 V6

132430



A.003





Claim Number :0086183130101059-01

Version :E01

Image FileName :PHOTO28

Image Label :IMGP0004

Insured :Jones, Lynai

Policy Number :4017226301

Claimant :Jones, Lynai

Year :2014

Make :ASTO

Model :RAPIDE

VIN :SCFHDDAT7EGF03597

Loss Date :10/17/2014

Appraiser :CHANG, EUGENE

Photo Added Date :11/08/2014



PLAINTIFF'S
EXHIBIT

223



8320

IN THE EIGHTEENTH JUDICIAL CIRCUIT COURT OF ILLINOIS
DUPAGE COUNTY, ILLINOIS

JEFFREY WILSON,

Plaintiff,

v.

NAPLETON'S GOLDCOAST IMPORTS,
INC. d/b/a NAPLETON'S ASTON
MARTIN OF CHICAGO, an Illinois
corporation,

Defendant.

2018 L 001245

Judge Schwartz

FILED

AUG 11, 2023 02:46 PM

Candice Adams

CLERK OF THE
18TH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

STIPULATIONS

Plaintiff Jeffrey Wilson ("Mr. Wilson") and Napleton's Goldcoast Imports, Inc.

("Napleton") stipulate that the following facts are true:

1. Napleton does business in DuPage County. Napleton is located at 217 Ogden Avenue, Downers Grove, IL in DuPage County.
2. Mr. Wilson is an individual who resides in Arizona.
3. Napleton operates an automobile dealership at 217 Ogden Avenue, Downers Grove, IL that sells, leases and services new and used luxury cars.
4. On or about November 27, 2013, Carlton Jones ("Jones") purchased the Aston Martin from Napleton pursuant to a Retail Purchase Agreement. Leonard Besinger, III ("Mr. Besinger") was the salesperson from Napleton who sold the Aston Martin to Jones.
5. On Friday, October 17, 2014, the Aston Martin was in an accident.
6. The Aston Martin was towed from the accident.
- 7.
8. Jones contacted Napleton and told Napleton that the car had been involved in an accident.

9. Jones contacted Mr. Besinger of Napleton and Mr. Besinger provided information and/or assistance in the arrangement of towing services for the Aston Martin from the scene of the Accident.
10. The Aston Martin was towed from the scene of the Accident to Napleton's Aston Martin dealership at 217 Ogden Avenue, Downers Grove, Illinois.
11. On Monday, October 20, 2014, Napleton's Service Manger contacted Jones and acknowledged that Napleton was in possession of the Aston Martin at its Downers Grove, Illinois Aston Martin dealership.
12. Napleton's Services Manager acknowledged in an e-mail communication, "Len [Besinger] contacted me over the weekend about the damage to the Rapide, I have the vehicle here at our shop, I would assume that an insurance claim is going to be submitted, I am in need of the insurance company policy number and phone number to contact the insurance company to get the ball rolling."
13. Napleton prepared a work order with a date of October 20, 2014 stating, "PROVIDE ESTIMATE FOR FRONT END BODY DAMAGE TO VEHICLE."
14. Napleton communicated with Jones' insurance company to facilitate the repairs to the vehicle and payment for the repairs.
- 15.
16. Napleton selected Westmont Body Werks as the repair shop where the Aston Martin would be repaired.
17. Napleton also prepared an invoice stating "A PROVIDE ESTIMATE FOR FRONT END BODY DAMAGE TO VEHICLE 39 PARTS SOLD TO WESTMONT BODY WERKS FOR REPAIRS. AUTO TOWING BILL CHARGED TO WESTMONT BODY WERKS." The same invoice also stated "VEHICLE IS AT WESTMONT BODY WERKS FOR INSURANCE CLAIM REPAIRS."
18. From October 2014 through at least May 2015, Napleton communicated with Westmont Body Werks concerning the repairs to the Aston Martin.
19. Westmont Body Werks purchased in excess of \$31,000 in parts from Napleton in order to repair the Aston Martin.
20. Napleton generated an invoice dated December 12, 2014 showing \$31,794.67 of parts sold by Napleton to Westmont Body Werks for repairs to the Aston Martin.

21. Napleton also made repairs to the vehicle as a result of the Accident.
22. On or about February 12, 2015, Napleton performed a coolant system fluid level check and fluid fill, a transmission system operation check and fluid fill, and a belt removal and replacement.
23. An invoice showing Westmont Body Werks' request to Napleton to make these repairs to the Aston Martin states in part as follows:

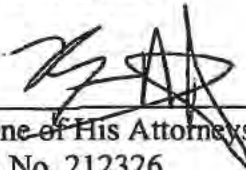
R.O. OPENED	READY	OPTIONS:	STK:AM1652				
09:27 12FEB15	14:19 12FEB15						
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A WESTMONT BODY WERKS REQUEST TO CHECK AND FILL TRANS FLUID							
CAUSE: NECCECARY TO FILL TRANS FLUID LEVEL AND CHECK SYSTEM OPERATION.							
39 PERFORMED FILL OF SYSTEM AS REQUESTED/							
REQUIRED. JOB COMPLETED							
	122	CA				169.00	169.00
PARTS:	0.00	LABOR:	169.00	OTHER:	0.00	TOTAL LINE A:	169.00
JOB COMPLETED. PER WESTMONT BODYWERKS FOR INSURANCE CLAIM							

B WESTMONT BODY WERKS REQUEST TO PERFORM COOLANT SYSTEM FLUID LEVEL							
CHECK AND FILL							
CAUSE: PERFORM COOLANT SYSTEM DRAIN AND FILL, REMOVE AND REPLACE DRIVE							
BELT THAT IS DAMAGED AND TOP OFF POWER STEERING FLUID SYSTEM							
FLUID							
39 PERFORMED COOLANT SYSTEM FILL AND CHECK OF							
SYSTEM.							
	122	CA				84.50	84.50
39 VEHICLE POWER STEERING FLUID LOW NECC TO FILL							
SYSTEM, NO CHARGE FOR LABOR							
	122	CA				0.00	0.00
	1	5G33-19H373-BA	FLUID HYD ASM S-CAM		47.03	47.03	47.03
39 REMOVE AND REPLACE DRIVE BELT THAT HAS POWER							
STEERING FLUID ON IT AND HAS JUMPED/ TORN							
UP. JOB COMPLETED							
	122	CA				253.50	253.50
	1	4G4E-8620-AA	FEAD DRIVE BELT		136.59	136.59	136.59
PARTS:	183.62	LABOR:	339.00	OTHER:	0.00	TOTAL LINE B:	521.62
JOB COMPLETED AS REQUESTED.							

24. Napleton also performed certain diagnostic tests and software installation as part of the repairs that were made by Westmont Body Werks and issued an invoice dated May 22, 2015 for that work.
25. On May 28, 2015, Napleton performed a diagnostic scan of the Aston Martin at Westmont Body Werks' request as part of the repairs from the Accident and generated an invoice stating, "A CUSTOMER REQUEST (WESTMONT BODY WERKS TO CHECK VEHICLE A/C SYSTEM NOT WORKING AND ADVISE CAUSE: SHOP CHARGE FOR NECESSARY MATERIAL FOR WIRING REPAIR. DIAG PERFORM DIAGNOSTIC INSPECTION, AND WIRING REPAIR TO COMPRESSOR CONNECTOR THAT WAS DAMAGED. JOB COMPLETED."
26. The repairs were not discoverable by normal observation.

27. On or about August 22, 2015, Jones traded in the Aston Martin to Napleton for another vehicle and a "Client Information Sheet" dated August 22, 2015 (redacted to prevent disclosure of personal information) showing that Jones traded in the Aston Martin to Napleton for a different vehicle has been introduced into evidence.
28. Napleton printed a CarFax report dated August 22, 2015.
29. After August 22, 2015, Napleton listed the Aston Martin for sale on its website www.astonmartinchicago.com.
30. Napleton listed the Aston Martin on its website, which Napleton intends for potential car buyers who live both in Illinois and outside Illinois to view.
31. It is common for high end luxury cars like the Aston Martin to be purchased by buyers from out of state.
32. Prior to the time Napleton listed the Aston Martin for sale on its website, Napleton had made repairs to the Aston Martin as a result of the Accident.
33. At the time that Napleton listed the Aston Martin for sale, it advertised that the vehicle history of the Aston Martin was available on CarFax.
34. Napleton listed the Aston Martin for sale at a price of \$135,177.00, which was a reasonable price for the make, model and mileage of a vehicle like the Aston Martin if it had not been involved in an accident.
35. Jeffrey Wilson contacted Napleton's sales agent Norbert Sobotko numerous times by email and by telephone to gather information about the Aston Martin.
36. Premier Financial Services ("PFS") is a financing company that takes title to high-end luxury cars and then leases the cars to its customers.
37. Under the arrangement with PFS, a customer negotiates with a dealership for the purchase of a car. Once a customer reaches an agreement with a dealership for the purchase of the car, PFS provides funding for the purchase of the car and then leases the car to the customer who pays PFS a leasing fee with a buyout at the end of the lease term.
38. Napleton then shipped the Aston Martin to Plaintiff in Arizona.

JEFFREY WILSON

By: /s/ 

One of His Attorneys

Firm I.D. No. 212326

McJessy Ching & Thompson, LLC

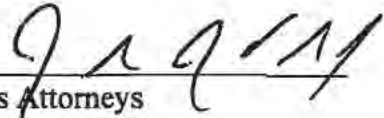
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(773) 880-1260

mcjessy@MCandT.com

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INC.**

By: /s/ 

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Wheaton, IL 60187

(630) 668-8500

telliott@rathjewoodward.com

Sheila Keating

From: Carlton Jones <carlton575@gmail.com>
Sent: Thursday, May 16, 2019 1:41 PM
To: keating@mcandt.com
Subject: Fwd: Aston Martin Rapide.

----- Forwarded message -----

From: **Filippo Principato** <fprincipato@napleton.com>
Date: Mon, Oct 20, 2014 at 8:03 AM
Subject: Aston Martin Rapide.
To: Carlton Jones <carlton575@gmail.com>

Hello Mr. Jones

Len contacted me over the weekend about the damage to the Rapide, I have the vehicle here at our shop, I would assume that an insurance claim is going to be submitted, I am in need of the insurance company policy number and phone number to contact the insurance company to get the ball rolling, The claim needs to be started by the customer to let the insurance company aware of what happened. Please let me know if you have any questions or need any assistance.

This repair will take some time to get the parts and approvals authorized.

Thanks,

Fil



ASTON MARTIN

Filippo Principato, Service Manager
Napleton's Aston Martin of Chicago, 217 Ogden Ave, Downers Grove, IL 60515 USA
Tel: 630-960-2000 Fax: 630-960-2112 Mobile: 630-625-2060

fprincipato@napleton.com

www.chicagoaston.com



CUSTOMER #: 2333150

13082

Napleton's
Aston Martin of Chicago217 Ogden Avenue
Downers Grove, IL 60515

(630) 960-2000 · Fax: (630) 960-2112

www.napletonsastonmartinofchicago.com

CARLTON JONES
2100 N LINCOLN PARK WEST
CHICAGO, IL 60614

WORKORDER

PAGE 2

HOME: [REDACTED] CONT: [REDACTED]
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 100 PRINCIPATO, FILIPPO

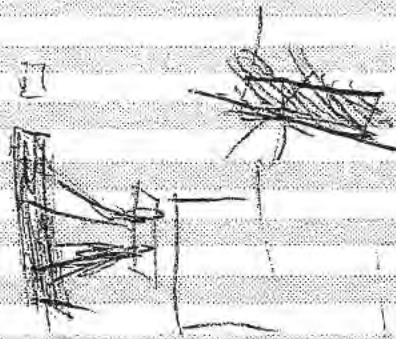
COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
STRATUS WH	14	ASTON MARTIN RAPIDE	SCFHDDAT7EGF03597		3000/	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT
27NOV13 DD			18:00 29OCT14			CASH
R.O. OPENED	READY	OPTIONS: STK:AM1652				
20OCT2014 08:05						

LINE	OP CODE	FRH	TECH	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A		0.00	CA		PROVIDE ESTIMATE FOR FRONT END BODY DAMAGE TO VEHICLE

11/3/14

TECHNICIANS!!!!!!!!!!!!!!
REMEMBER 3 C'S
RECORD ALL READINGS AND
CODES. FIX IT RIGHT THE
FIRST TIME!!!!!!!!!!!!!!

Auto Towing #225.00



Insurance Greg King 630-743-2876

Take Form Claim # 135F32002

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

AUTHORIZATION FOR REPAIRS

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

PRELIMINARY ESTIMATE \$

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X

0259

CUSTOMER SIGNATURE

TECHNICIAN COPY

CUSTOMER #: 2333150

13082

**Napleton's
Aston Martin of Chicago**

217 Ogden Avenue

Downers Grove, IL 60515

(630) 960-2000 · Fax: (630) 960-2112

www.napletonsastonmartinofchicago.com

ACCOUNTING

CARLTON JONES
2100 N LINCOLN PARK WEST
CHICAGO, IL 60614

PAGE 1

HOME: [REDACTED] ** PRE-INVOICE **

BUS: [REDACTED] CELL: [REDACTED] SERVICE ADVISOR: 100 FILIPPO PRINCIPATO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
STRATUS WH	14	ASTON MARTIN RAPIDE	SCFHDDAT7EGF03597		3724/3724		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV13 DD			18:00 29OCT14			CASH	06JAN15
R.O. OPENED	READY	OPTIONS:	STK:AM1652				

08:05 20OCT14 11:15 06JAN15

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
------	--------	------	------	-------	-------	------	------	------	------	-----	-------

A PROVIDE ESTIMATE FOR FRONT END BODY DAMAGE TO VEHICLE

39 PARTS SOLD TO WESTMONT BODY WERKS FOR REPAIRS.

AUTO TOWING BILL CHARGED TOWESTMONT BODY WERKS.

99	CA	0.00	0.00	0	0	0.00	0.00
----	----	------	------	---	---	------	------

SUBL INVOICE 95106 AUTO TOWING TOW IN PO#48816

CA	22500	22500	225.00	225.00
----	-------	-------	--------	--------

VEHICLE IS AT WESTMONT BODY
WERKS FOR INSURANCE CLAIM
REPAIRS.

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
1500	0	0		4560	22500	22500	
2060	22500	*****					

COST, SALE, & COMP TOTALS 22500 22500 0

NOTES:

STATEMENT OF DISCLAIMER

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CUSTOMER SIGNATURE

DESCRIPTION

TOTALS

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	225.00
MISC. CHARGES	0.00
TOTAL CHARGES	225.00
LESS ADJUSTMENTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	225.00

0263

ACCOUNTING COPY

A.015

Plaintiff's Exhibit 12295 V6 064

CUSTOMER #: 2333150

Westmont Body Werks
Control #: 13082
3254115 *ACCOUNTING*

Napleton's
Aston Martin of Chicago

217 Ogden Avenue
Downers Grove, IL 60515
(630) 960-2000 · Fax: (630) 960-2112
www.napletonsastonmartinofchicago.com

CARLTON JONES
2100 N LINCOLN PARK WEST
CHICAGO, IL 60614

PAGE 1

HOME: [REDACTED] CONT: [REDACTED] ** PRE-INVOICE **

BUS: [REDACTED] CELL: [REDACTED] SERVICE ADVISOR: 100 FILIPPO PRINCIPATO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
STRATUS WH	14	ASTON MARTIN RAPIDE	SCFHDDAT7EGF03597		3724/3724		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV13 DD			18:00 29OCT14			CASH	06JAN15
R.O. OPENED		READY	OPTIONS: STK:AM1652				

08:05 20OCT14 11:15 06JAN15

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
------	--------	------	------	-------	-------	------	------	------	------	-----	-------

A PROVIDE ESTIMATE FOR FRONT END BODY DAMAGE TO VEHICLE

39 PARTS SOLD TO WESTMONT BODY WERKS FOR REPAIRS.

AUTO TOWING BILL CHARGED TOWESTMONT BODY WERKS.

99	CA	0.00	0.00	0	0					0.00	0.00
SUBL INVOICE 95106 AUTO TOWING TOW IN PO#48816											
	CA			22500	22500					225.00	225.00

VEHICLE IS AT WESTMONT BODY WERKS FOR INSURANCE CLAIM REPAIRS.

CCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
500	0	0		4560	22500	22500	
060	22500	*****					

COST, SALE, & COMP TOTALS 22500 22500 0

OTES:

STATEMENT OF DISCLAIMER

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	225.00
MISC. CHARGES	0.00
TOTAL CHARGES	225.00
LESS ADJUSTMENTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	225.00

0266

ACCOUNTING COPY

A.016

Plaintiff's Exhibit 12296 V6 065

CUSTOMER #: 2333150

13082



Napleton's Aston Martin
of Chicago
217 Ogden Avenue
Downers Grove, IL 60515
(630) 960-2000
Fax: (630) 960-2112

INVOICE

ASTON MARTIN

CARLTON JONES
2100 N LINCOLN PARK WEST
CHICAGO, IL 60614

PAGE 1

HOM: [REDACTED] CONT: [REDACTED]
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 100 FILIPPO PRINCIPATO

www.napletonsastontmartinofchicago.com

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
STRATUS WH	14	ASTON MARTIN RAPIDE	SCFHDDAT7EGF03597		3724/3724		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
27NOV13 DD			18:00 29OCT14			CASH	06JAN15
R.O. OPENED		READY	OPTIONS: STK:AM1652				

08:05 20OCT14 11:15 06JAN15

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A PROVIDE ESTIMATE FOR FRONT END BODY DAMAGE TO VEHICLE
39 PARTS SOLD TO WESTMONT BODY WERKS FOR REPAIRS.
AUTO TOWING BILL CHARGED TOWESTMONT BODY
WERKS.

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00
--------	------	--------	------	--------	------	---------------	------

SUBL INVOICE 95106 AUTO TOWING TOW IN PO#48816

CA

225.00	225.00
--------	--------

VEHICLE IS AT WESTMONT BODY
WERKS FOR INSURANCE CLAIM
REPAIRS.

ASTON MARTIN

*Thank You For
Your Business!*

Arbitration Agreement

owner and the dealer agree that all claims, demands, disputes, or controversies
any kind or nature that may arise between the customer and dealer related to
servicing of the vehicle shall be settled by binding arbitration in accordance
the "Supplementary Procedures for Consumer - Related Disputes" rules of
American Arbitration Association then in effect. such arbitration shall be held
Chicago, IL, and judgement upon the award rendered by the Arbitrator(s) may
entered by any court having jurisdiction thereof.

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the
warranties with respect to the sale of this
item/items. The Seller hereby expressly disclaims
all warranties either express or implied, including
any implied warranty of merchantability or
fitness for a particular purpose. Seller neither
assumes nor authorizes any other person to
assume for it any liability in connection with the
sale of this item/items.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	225.00
MISC. CHARGES	0.00
TOTAL CHARGES	225.00
LESS ADJUSTMENTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	225.00

0262

We sincerely appreciate your business!

CUSTOMER COPY

CUSTOMER #: 2333150

13637

**Napleton's
Aston Martin of Chicago**

CARLTON JONES
2100 N LINCOLN PARK WEST
CHICAGO, IL 60614

WORKORDER

217 Ogden Avenue
Downers Grove, IL 60515
(630) 960-2000 Fax: (630) 960-2112
www.napletonsastonmartinofchicago.com

PAGE 2

HOME [REDACTED] CONT [REDACTED]
BUS: [REDACTED] CELL: [REDACTED]

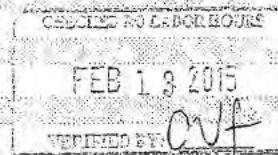
SERVICE ADVISOR: 100 PRINCIPATO, FILIPPO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
STRATUS WH	14	ASTON MARTIN RAPIDE	SCFHDDAT7EGF03597		3726/	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
27NOV13 DD			18:00 29DEC15			CASH
R.O. OPENED	READY	OPTIONS: STK:AM1652				
12FEB2015 09:27						

LINE	OP	CODE	PRH	TECH	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A			0.00		CA	WESTMONT BODY WERKS REQUEST TO CHECK AND FILL TRANS FLUID

# B			0.00		CA	WESTMONT BODY WERKS REQUEST TO PERFORM COOLANT SYSTEM FLUID LEVEL CHECK AND FILL
-----	--	--	------	--	----	---

TECHNICIANS!!!!!!!!!!!!
REMEMBER 3 C'S
RECORD ALL READINGS AND
CODES, FIX IT RIGHT THE
FIRST TIME!!!!!!!!!!!!



EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

AUTHORIZATION FOR REPAIRS

hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

PRELIMINARY ESTIMATE \$ _____

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL
OF THE ABOVE REVISED ESTIMATES:

X

0267

CUSTOMER SIGNATURE

CUSTOMER #: 2333150

13637

Napleton's
Aston Martin of Chicago

217 Ogden Avenue

Downers Grove, IL 60515

(630) 960-2000 - Fax: (630) 960-2112

www.napletonsastonmartinofchicago.com

ACCOUNTING

CARLTON JONES
2100 N LINCOLN PARK WEST
CHICAGO, IL 60614

PAGE 1

HOME: [REDACTED] ** PRE-INVOICE **

BUS: [REDACTED] CELL: [REDACTED] SERVICE ADVISOR: 100 FILIPPO PRINCIPATO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
STRATUS WH	14	ASTON MARTIN RAPIDE	SCFHDDAT7EGF03597		3726/3726		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
27NOV13 DD			18:00 29DEC15			CASH	12FEB15
R.O. OPENED		READY	OPTIONS: STK:AM1652				

09:27 12FEB15 14:19 12FEB15

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
------	--------	------	------	-------	-------	------	------	------	------	-----	-------

A WESTMONT BODY WERKS REQUEST TO CHECK AND FILL TRANS FLUID

CAUSE: NECCECARY TO FILL TRANS FLUID LEVEL AND CHECK SYSTEM OPERATION.

39 PERFORMED FILL OF SYSTEM AS REQUESTED/

REQUIRED. JOB COMPLETED

122	CA	1.00	1.00	4050	16900		169.00	169.00
-----	----	------	------	------	-------	--	--------	--------

JOB COMPLETED. PER WESTMONT BODYWERKS FOR INSURANCE CLAIM.

B WESTMONT BODY WERKS REQUEST TO PERFORM COOLANT SYSTEM FLUID LEVEL
CHECK AND FILLCAUSE: PERFORM COOLANT SYSTEM DRAIN AND FILL, REMOVE AND REPLACE DRIVE
BELT THAT IS DAMAGED AND TOP OFF POWER STEERING FLUID SYSTEM
FLUID39 PERFORMED COOLANT SYSTEM FILL AND CHECK OF
SYSTEM.

122	CA	0.50	0.50	2025	8450		84.50	84.50
-----	----	------	------	------	------	--	-------	-------

39 VEHICLE POWER STEERING FLUID LOW NECC TO FILL
SYSTEM, NO CHARGE FOR LABOR

122	CA	0.00	0.00	0	0		0.00	0.00
-----	----	------	------	---	---	--	------	------

1 6G33-19H373-BA FLUID

HYD ASM S-CAM	2462	4703	0	47.03	47.03	47.03
---------------	------	------	---	-------	-------	-------

39 REMOVE AND REPLACE DRIVE BELT THAT HAS POWER
STEERING FLUID ON IT AND HAS JUMPED/ TORN
UP. JOB COMPLETED

122	CA	1.50	1.50	6075	25350		253.50	253.50
-----	----	------	------	------	-------	--	--------	--------

1 4G4E-8620-AA FEAD DRIVE

BELT	4553	13659	0	136.59	136.59	136.59
------	------	-------	---	--------	--------	--------

JOB COMPLETED AS REQUESTED.

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
500	50700	12150		4700	18362	7015	
133	1515	0		2060	70577	*****	

COST, SALE, & COMP TOTALS 19165 69062 0

NOTES:

STATEMENT OF DISCLAIMER

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CUSTOMER SIGNATURE

DESCRIPTION

TOTALS

LABOR AMOUNT	507.00
PARTS AMOUNT	183.62
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	690.62
LESS ADJUSTMENTS	0.00
SALES TAX	15.15
PLEASE PAY THIS AMOUNT	705.77

0271

ACCOUNTING COPY

A.019

Plaintiff's Exhibit 12307 v6 076

CUSTOMER #: 2333150

CARLTON JONES
2100 N LINCOLN PARK WEST
CHICAGO, IL 60614

13917

WORKORDER

PAGE 2

Napleton's
Aston Martin of Chicago

217 Ogden Avenue
Downers Grove, IL 60515
(630) 960-2000 · Fax: (630) 960-2112
www.napletonsastonmartinofchicago.com

HOME [REDACTED] CO [REDACTED]
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 100 PRINCIPATO, FILIPPO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STRATUS WH	14	ASTON MARTIN RAPIDE	SCFHDDAT7EGF03597		3728/	T630
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT
17NOV13 DD			18:00 29DEC15			CASH
R.O. OPENED		READY	OPTIONS: STK:AM1652			
14APR2015 14:19						

LINE	OP CODE	FRH	TECH	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A		0.00		CA	CHECK VEHICLE FOR FAUKT LIGHTS THAT ARE ON IN DASH AND ADVISE -WESTMONTBODY WERKS-

TECHNICIANS!!!!!!!!!!!!
REMEMBER 3 C'S
RECORD ALL READINGS AND
CODES. FIX IT RIGHT THE
FIRST TIME!!!!!!!!!!!!

Drivers
Passenger

B Check Vehicle left rear tail lamp for
water ingress. 4/27/15

Job # 53378

17.03 AA

65

WARRANTY

PARTS

TSR - 000 322

RECEIVED

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

AUTHORIZATION FOR REPAIRS

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs therefor. The dealership is not responsible for damages from freezing due to lack of antifreeze.

PRELIMINARY ESTIMATE \$

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X

CUSTOMER SIGNATURE

0241

TECHNICIAN COPY

CUSTOMER #: 2333150

13917

Napleton's
Aston Martin of Chicago

217 Ogden Avenue

Downers Grove, IL 60515

(630) 960-2000 Fax: (630) 960-2112

www.napletonsastonmartinofchicago.com

ACCOUNTING

CARLTON JONES
2100 N LINCOLN PARK WEST
CHICAGO, IL 60614

HOME [REDACTED] 50 CON [REDACTED]

BUS: CELL:

PAGE 1

** PRE-INVOICE **

SERVICE ADVISOR: 100 FILIPPO PRINCIPATO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MI/AGE IN/OUT	TAG	
STRATUS WH	14	ASTON MARTIN RAPIDE	SCFHDDAT7EGF03597		3728/3728	T630	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV13 DD			18:00 29DEC15			CASH	22MAY15
R.O. OPENED		READY	OPTIONS: STK:AM1652				

14:19 14APR15 09:48 22MAY15

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
------	--------	------	------	-------	-------	------	------	------	------	-----	-------

A CHECK VEHICLE FOR FAULT LIGHTS THAT ARE ON IN DASH AND ADVISE

-WESTMONTBODY WORKS-

CAUSE: PERFORMED DIAGNOSTIC SCAN OF VEHICLE, FOUND VEHICLE AIR BAG MODULE FAULTS AND BOTH DRIVERS AND PASSANGER SIDE PRE TENSIONER FAULTS RECOMMENDED TO REMOVE AND REPLACE MODULE AND SEAT BELT PRETENSIONERS FOR FRONT SEATS, ALSO VEHICLE CHECK ENGINE LIGHT IS ON, SCANNED VEHICLE AND PERFORMED ENGINE ON RUN TEST AS NEEDED VEHICLE PASSED ENGINE ON RUN TEST CLEARED FAULTS AND RETESTED NO CODES RETURNED.

DIAG PERFORM DIAGNOSTIC SCAN AND INSPECTION OR

AIR BAG FAULT SYSTEM, PERFORM DIAGNOSTIC INSPECTION FOR CHECK ENGINE LIGHT THAT IS ON.

122	CA	1.00	1.00	4050	16900		169.00	169.00
-----	----	------	------	------	-------	--	--------	--------

39 PERFORM FACTORY REQUIRED SOFTWARE DOWNLOAD OF ALL REQUIRED ZIP FILES TO CODE AIRBAG MODULE AND CLEAR FAULTS AFTER COMPLETED

122	CA	2.50	2.50	10125	42250		422.50	422.50
-----	----	------	------	-------	-------	--	--------	--------

39 PERFORM ENGINE ON RUN TEST WITH DIAGNOSTIC SCAN TOOL TO ENSURE ENGINE PERFORMANCE AND FAULTS CHECK OK. CLEAR CHECK ENGINE LIGHT FAULT.

122	CA	1.50	1.50	6075	25350		253.50	253.50
-----	----	------	------	------	-------	--	--------	--------

COMPLETED ALL DIAGNOSTIC REQUESTED AND CLEARED ALL FAULTS, BODY SHOP RETURNED WITH VEHICLE AFTER INSTALL OF AIR BAG MODULE AND PRE TENSIONERS TO CLEAR FAULTS, AIR BAG MODULE REQUIRED SPECIAL SOFTWARE PROGRAM DOWNLOAD FROM MANUFACTURE.

B** CHECK VEHICLE FOR LEFT REAR TAIL LAMP HAS A EXCESSIVE AMOUNT OF WATER IN IT AND ADVISE

CAUSE: VERIFIED CONCERN OF WATER INGRESS EXCESSIVE AMOUNT WATER BUILDING TO A DRIP.

17.03.AA LEFT HAND SIDE REAR LAMP RENEW/REPLACE ASSEMBLY

119	WA	0.65	0.65	1820	10335		103.35	103.35
-----	----	------	------	------	-------	--	--------	--------

NOTES:

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CUSTOMER SIGNATURE

DESCRIPTION

TOTALS

LABOR AMOUNT

PARTS AMOUNT

GAS, OIL, LUBE

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGES

LESS ADJUSTMENTS

SALES TAX

PLEASE PAY THIS AMOUNT

0256

ACCOUNTING COPY

CUSTOMER #: 2333150

13917

Napleton's
Aston Martin of Chicago

217 Ogden Avenue
Downers Grove, IL 60515
(630) 960-2000 Fax: (630) 960-2112
www.napletonsastonmartinofchicago.com

ACCOUNTING

CARLTON JONES
2100 N LINCOLN PARK WEST
CHICAGO, IL 60614

PAGE 2

HOME: [REDACTED] 0 CONT: [REDACTED] PRE-INVOICE **
BUS: CELL: SERVICE ADVISOR: 100 FILIPPO PRINCIPATO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
STRATUS WH	14	ASTON MARTIN RAPIDE	SCFHDDAT7EGF03597		3728/3728	T630	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV13 DD			18:00 29DEC15			CASH	22MAY15
R.O. OPENED		READY	OPTIONS: STK:AM1652				

14:19 14APR15 09:48 22MAY15

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
1	8D33-13405-AL	REAR LAMP									
	ASSY LH					63606	115388	0	1240.32	1153.88	1153.88
3	4G43-13520-AA	TAIL LAMP									
	FIX SEAL					486	882	0	2.94	2.94	8.82
FC: WATERINGRESS											
PART#: 8D33-13405-AL											
COUNT:						64092	116270	TPARTS			
CLAIM TYPE:						WAR					
AUTH CODE:											
						1820	10335	TLABOR			
SHOP SUPPLIES & ENVIRONMENTAL FEE						0	1690				

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
500	84500	20250		4520	10335	1820	
720	116270	64092		0615	1690	0	
333	139	0		2060	86329	*****	
230	126605	*****					

COST, SALE, & COMP TOTALS 86162 212795 0

NOTES:

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	845.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	16.90
TOTAL CHARGES	861.90
LESS ADJUSTMENTS	0.00
SALES TAX	1.39
PLEASE PAY THIS AMOUNT	863.29
	0257

ACCOUNTING COPY

A.022

Plaintiff's C 12314 V6 083

CUSTOMER #: 2333150

13917



Napleton's Aston Martin
of Chicago
217 Ogden Avenue
Downers Grove, IL 60515
(630) 960-2000
Fax: (630) 960-2112

INVOICE

ASTON MARTIN

CARLTON JONES
2100 N LINCOLN PARK WEST
CHICAGO, IL 60614

PAGE 1

HOME: [REDACTED] CONT: [REDACTED]

www.napletonsastonmartinofchicago.com

BUS: [REDACTED] CELL: [REDACTED] SERVICE ADVISOR: 100 FILIPPO PRINCIPATO

COLOR		YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
STRATUS WH		14	ASTON MARTIN RAPIDE	SCFHDDAT7EGF03597		3728/3728	T630
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV13 DD			18:00 29DEC15			CASH	22MAY15

R.O. OPENED: [REDACTED] READY: [REDACTED] OPTIONS: STK:AM1652

14:19 14APR15 09:48 22MAY15

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CHECK VEHICLE FOR FAULT LIGHTS THAT ARE ON IN DASH AND ADVISE

-WESTMONTBODY WERKS-

CAUSE: PERFORMED DIAGNOSTIC SCAN OF VEHICLE, FOUND VEHICLE AIR BAG
MODULE FAULTS AND BOTH DRIVERS AND PASSANGER SIDE PRE TENSIONER
FAULTS RECOMMENDED TO REMOVE AND REPLACE MODULE AND SEAT BELT
PRETENSIONERS FOR FRONT SEATS, ALSO VEHICLE CHECK ENGINE LIGHT
IS ON, SCANNED VEHICLE AND PERFORMED ENGINE ON RUN TEST AS
NEEDED VEHICLE PASSED ENGINE ON RUN TEST CLEARED FAULTS AND
RETESTED NO CODES RETURNED.

DIAG PERFORM DIAGNOSTIC SCAN AND INSPECTION OF
AIR BAG FAULT SYSTEM, PERFORM DIAGNOSTIC
INSPECTION FOR CHECK ENGINE LIGHT THAT IS
ON.

122 CA

169.00 169.00

39 PERFORM FACTORY REQUIRED SOFTWARE DOWNLOAD OF
ALL REQUIRED ZIP FILES TO CODE AIRBAG MODULE
AND CLEAR FAULTS AFTER COMPLETED

122 CA

422.50 422.50

39 PERFORM ENGINE ON-RUN TEST WITH DIAGNOSTIC
SCAN TOOL TO ENSURE ENGINE PERFORMANCE AND
FAULTS CHECK OK. CLEAR CHECK ENGINE LIGHT
FAULT.

122 CA

253.50 253.50

PARTS: 0.00 LABOR: 845.00 OTHER: 0.00 TOTAL LINE A: 845.00

COMPLETED ALL DIAGNOSTIC REQUESTED AND CLEARED ALL FAULTS, BODY
SHOP RETURNED WITH VEHICLE AFTER INSTALL OF AIR BAG MODULE AND PRE
TENSIONERS TO CLEAR FAULTS, AIR BAG MODULE REQUIRED SPECIAL SOFTWARE
PROGRAM DOWNLOAD FROM MANUFACTURE.

B** CHECK VEHICLE FOR LEFT REAR TAIL LAMP HAS A EXCESSIVE AMOUNT OF
WATER IN IT AND ADVISE

CAUSE: VERIFIED CONCERN OF WATER INGRESS EXCESSIVE AMOUNT WATER
BUILDING TO A DRIP.

17.03.AA LEFT HAND SIDE REAR LAMP RENEW/REPLACE

*Thank You For
Your Business!*

Arbitration Agreement

Customer and the dealer agree that all claims, demands, disputes, or controversies
of every kind or nature that may arise between the customer and dealer related to
the servicing of the vehicle shall be settled by binding arbitration in accordance
with the "Supplementary Procedures For Consumer-Related Disputes" rules of
the American Arbitration Association then in effect, such arbitration shall be held
in Chicago, IL, and judgment upon the award rendered by the Arbitrator(s) may
be entered by any court having jurisdiction thereof.

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assume for it any liability in connection with the
sale of this item/items.

CUSTOMER SIGNATURE

DESCRIPTION

TOTALS

LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS ADJUSTMENTS	
SALES TAX	
PLEASE PAY THIS AMOUNT	0253

We sincerely appreciate your business!

FILE COPY

A.023

Plaintiff's Exhibit 2 Filed 12/15/15 V6 084

CUSTOMER #: 2333150

13917



Napleton's Aston Martin
of Chicago
217 Ogden Avenue
Downers Grove, IL 60515
(630) 960-2000
Fax: (630) 960-2112

INVOICE

ASTON MARTIN

CARLTON JONES
2100 N LINCOLN PARK WEST
CHICAGO, IL 60614
HOME: 832-233-3150 CONT: 832-233-3150
BUS: CELL: SERVICE ADVISOR: 100 FILIPPO PRINCIPATO

PAGE 1

www.napletonsastontmartinofchicago.com

COLOR		YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN/ OUT		TAG
STRATUS WH		14	ASTON MARTIN RAPIDE		SCFHDDAT7EGF03597			3728/3728		T630
DEL DATE		PROD. DATE	WARR. EXP.	PROMISED		PO NO.		RATE	PAYMENT	INV. DATE
27NOV13 DL				18:00 29DEC15					CASH	22MAY15
R.O. OPENED			READY		OPTIONS: STK:AM1652					

14:19 14APR15 09:48 22MAY15

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CHECK VEHICLE FOR FAULT LIGHTS THAT ARE ON IN DASH AND ADVISE

-WESTMONTBODY WERKS-

CAUSE: PERFORMED DIAGNOSTIC SCAN OF VEHICLE, FOUND VEHICLE AIR BAG MODULE FAULTS AND BOTH DRIVERS AND PASSANGER SIDE PRE TENSIONER FAULTS RECOMMENDED TO REMOVE AND REPLACE MODULE AND SEAT BELT PRETENSIONERS FOR FRONT SEATS, ALSO VEHICLE CHECK ENGINE LIGHT IS ON, SCANNED VEHICLE AND PERFORMED ENGINE ON RUN TEST AS NEEDED VEHICLE PASSED ENGINE ON RUN TEST CLEARED FAULTS AND RETESTED NO CODES RETURNED.

DIAG PERFORM DIAGNOSTIC SCAN AND INSPECTION OR AIR BAG FAULT SYSTEM, PERFORM DIAGNOSTIC INSPECTION FOR CHECK ENGINE LIGHT THAT IS ON.

122	CA				169.00	169.00
39	PERFORM FACTORY REQUIRED SOFTWARE DOWNLOAD OF ALL REQUIRED ZIP FILES TO CODE AIRBAG MODULE AND CLEAR FAULTS AFTER COMPLETED					
122	CA				422.50	422.50
39	PERFORM ENGINE ON RUN TEST WITH DIAGNOSTIC SCAN TOOL TO ENSURE ENGINE PERFORMANCE AND FAULTS CHECK OK. CLEAR CHECK ENGINE LIGHT FAULT.					

PARTS: 0.00 LABOR: 845.00 OTHER: 0.00 TOTAL LINE A: 845.00

COMPLETED ALL DIAGNOSTIC REQUESTED AND CLEARED ALL FAULTS, BODY SHOP RETURNED WITH VEHICLE AFTER INSTALL OF AIR BAG MODULE AND PRE TENSIONERS TO CLEAR FAULTS, AIR BAG MODULE REQUIRED SPECIAL SOFTWARE PROGRAM DOWNLOAD FROM MANUFACTURE.

B** CHECK VEHICLE FOR LEFT REAR TAIL LAMP HAS A EXCESSIVE AMOUNT OF WATER IN IT AND ADVISE

CAUSE: VERIFIED CONCERN OF WATER INGRESS EXCESSIVE AMOUNT WATER BUILDING TO A DRIP.

17.03.AA LEFT HAND SIDE REAR LAMP RENEW/REPLACE

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Your Business!*

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		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS ADJUSTMENTS	
		SALES TAX	
CUSTOMER SIGNATURE		PLEASE PAY THIS AMOUNT	

We sincerely appreciate your business!

CUSTOMER COPY

USTOMER #: 2333150

14114

Napleton's
Aston Martin of Chicago

ARLTON JONES
100 N LINCOLN PARK WEST
HICAGO, IL 60614

WORKORDER

217 Ogden Avenue
Downers Grove, IL 60515
(630) 960-2000 · Fax: (630) 960-2112
www.napletonsastonmartinofchicago.com

PAGE 1

OME: [REDACTED]
US: [REDACTED]

CELL: [REDACTED]

SERVICE ADVISOR: 100 PRINCIPATO, FILIPPO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
TRATUS WH	14	ASTON MARTIN RAPIDE	SCFHDDAT7EGF03597		3786/	T543
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT
7NOV13 DD			18:00 29DEC15			CASH
R.O. OPENED	READY	OPTIONS: STK:AM1652				
5MAY2015 15:11						

VEHICLE SERVICE HISTORY

CLSD DTE

#	S/A	MILEAGE	OP CODE	TECH...	TYPE DESCRIPTION
3637	100	3726	13FEB15		
		39	122	CA	PERFORMED FILL OF SYSTEM AS REQUESTED/
		39	122	CA	PERFORMED COOLANT SYSTEM FILL AND CHE
		39	122	CA	VEHICLE POWER STEERING FLUID LOW NECC
		39	122	CA	REMOVE AND REPLACE DRIVE BELT THAT HA
3082	100	3724	06JAN15		
		39	99	CA	PARTS SOLD TO WESTMONT BODY WORKS FOR
		9999		CA	INVOICE 95106 AUTO TOWING TOW IN
2788	100	2979	01AUG14		
		MAJOR	122	CA	PERFORM MAJOR ANNUAL 1 YEAR SERVICE.
		PA670018	122	WA	REMOVE AND REPLACE GEAR SELECTION SWI
		01.14.AE	122	WA	PROGRAM 1 PLASTIC KEY FOB TO VEHICLE
2618	100	2376	25JUN14		
		10.10.10	122	WA	DRIVE IN DRIVE OUT VEHICLE
		00.06.AD	122	WA	AMDS SCAN/CHECK VEHICLE
		01.14.KA	122	WA	REMOVE AND REPLACE DOCKING STATION
3392	100	1894	19MAY14		
		10.10.10	122	WA	DRIVE IN DRIVE OUT VEHICLE
		00.06.AD	122	WA	AMDS SCAN/CHECK VEHICLE

EXCLUSION OF WARRANTIES

ny warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

AUTHORIZATION FOR REPAIRS

hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of parts thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

PRELIMINARY ESTIMATE \$

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X

CUSTOMER SIGNATURE

0233

TECHNICIAN COPY

CUSTOMER #: 2333150

14114

**Napleton's
Aston Martin of Chicago**

217 Ogden Avenue

Downers Grove, IL 60515

(630) 960-2000 • Fax: (630) 960-2112

www.napletonsastonmartinofchicago.com

MARLTON JONES
1100 N LINCOLN PARK WEST
CHICAGO, IL 60614

WORKORDER

PAGE 2

HOME: [REDACTED] CONT: [REDACTED]
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 100 PRINCIPATO, FILIPPO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
TRATUS WH	14	ASTON MARTIN RAPIDE	SCFHDDAT7EGF03597		3786/	T543
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT
7NOV13 DD			18:00 29DEC15			CASH
R.O. OPENED	READY	OPTIONS: STK:AM1652				
6MAY2015 15:11						

LINE	OP CODE	FRH	TECH	TYPE	DESCRIPTIONS/INSTRUCTIONS
A		0.00		CA	PERFORM INSPECTION OF A/C SYSTEM AND ADVISE WESTMONT BODYWERKS

Westmont

B		0.00		CA	CUSTOMER REQUEST TO PERFORM 1 YEAR ANNUAL SERVICE
---	--	------	--	----	---

Customer

TECHNICIANS!!!!!!!!!!!!
REMEMBER 3 C'S
RECORD ALL READINGS AND
CODES, FIX IT RIGHT THE
FIRST TIME!!!!!!!!!!!!

CHECKED NO LABOR REQUIRED

MAY 28 2015

VERIFIED BY: *[Signature]*

EXCLUSION OF WARRANTIES

any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that the parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

AUTHORIZATION FOR REPAIRS

hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of bills thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

PRELIMINARY ESTIMATE \$ _____

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X *[Signature]*
CUSTOMER SIGNATURE

0232

TECHNICIAN COPY

CUSTOMER #: 2333150

14124

Napleton's
Aston Martin of Chicago

217 Ogden Avenue

Downers Grove, IL 60515

(630) 960-2000 • Fax: (630) 960-2112

www.napletonsastonmartinofchicago.com

ACCOUNTING

CARLTON JONES
2100 N LINCOLN PARK WEST
CHICAGO, IL 60614

PAGE 1

HOME [REDACTED] 150 COM [REDACTED] ** PRE-INVOICE **

BUS: [REDACTED] CELL:

SERVICE ADVISOR: 100 FILIPPO PRINCIPATO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
STRATUS WH	14	ASTON MARTIN RAPIDE	SCFHDDAT7EGF03597		3786/3786		
DEL DATE	PROD. DATE	WARR. EXP	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV13 DD			18:00 29DEC15			CASH	28MAY15
R.O. OPENED		READY	OPTIONS: STK:AM1652				

10:06 28MAY15 10:14 28MAY15

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A	CUSTOMER REQUEST (WESTMONT BODY WERKS TO CHECK VEHICLE A/C SYSTEM NOT WORKING AND ADVISE										

CAUSE: SHOP CHARGE FOR NECCECARY MATERIAL FOR WIRING REPAIR.

DIAG PERFORM DIAGNOSTIC INSPECTION, AND WIRING

REPAIR TO COMPRESSOR CONNECTOR THAT WAS

DAMAGED. JOB COMPLETED

122 CA 2.50 2.50 10125 42250

422.50 422.50

PERFORM WIRING FAULT TRACE AND FOUND WIRING DAMAGED TO A/C

COMPRESSOR CONNECTOR WHICH REQUIRED REPAIR FOR A/C SYSTEM. JOB

COMPLETED AS REQUESTED PER WESTMONT BODY WERKS.

SHOP SUPPLIES & ENVIRONMENTAL FEE 0 3500

35.00

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
4500	42250	10125		0615	3500	0	
3333	289	0		2060	46039	*****	

COST, SALE, & COMP TOTALS 10125 45750 0

NOTES:

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	422.50
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	35.00
TOTAL CHARGES	457.50
LESS ADJUSTMENTS	0.00
SALES TAX	2.89
PLEASE PAY THIS AMOUNT	460.39

0230

ACCOUNTING COPY

CUSTOMER #: 2333150

14124

Napleton's Aston Martin
of Chicago217 Ogden Avenue
Downers Grove, IL 60515
(630) 960-2000
Fax: (630) 960-2112

INVOICE

ASTON MARTIN

CARLTON JONES
2100 N LINCOLN PARK WEST
CHICAGO, IL 60614

HOME: 800-233-3150 CONT [REDACTED]

BUS: CELL: [REDACTED]

PAGE 1

www.napletonsastontmartinofchicago.com

SERVICE ADVISOR: 100 FILIPPO PRINCIPATO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
STRATUS WH	14	ASTON MARTIN RAPIDE	SCFHDDAT7EGF03597		3786/3786		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
27NOV13 DD			18:00 29DEC15			CASH	28MAY15
R.O. OPENED		READY	OPTIONS: STK:AM1652				

10:06 28MAY15 10:14 28MAY15

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER REQUEST (WESTMONT BODY WERKS TO CHECK VEHICLE A/C SYSTEM NOT
WORKING AND ADVISE

CAUSE: SHOP CHARGE FOR NECCECARY MATERIAL FOR WIRING REPAIR.

DIAG PERFORM DIAGNOSTIC INSPECTION, AND WIRING

REPAIR TO COMPRESSOR CONNECTOR THAT WAS

DAMAGED. JOB COMPLETED

PARTS:	0.00	LABOR:	422.50	OTHER:	0.00	TOTAL LINE A:	422.50
--------	------	--------	--------	--------	------	---------------	--------

PERFORM WIRING FAULT TRACE AND FOUND WIRING DAMAGED TO A/C
COMPRESSOR CONNECTOR WHICH REQUIRED REPAIR FOR A/C SYSTEM. JOB
COMPLETED AS REQUESTED PER WESTMONT BODY WERKS.

ASTON MARTIN

Your Continued Satisfaction Is Our Primary Concern

Thank You For
Your Business!

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DESCRIPTION

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PARTS AMOUNT	0.00
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SUBLET AMOUNT	0.00
MISC. CHARGES	35.00
TOTAL CHARGES	457.50
LESS ADJUSTMENTS	0.00
SALES TAX	2.89
PLEASE PAY THIS AMOUNT	460.39

We sincerely appreciate your business!

CUSTOMER COPY

CUSTOMER #: 2333150

14150

Napleton's
Aston Martin of ChicagoCARLTON JONES
2100 N LINCOLN PARK WEST
CHICAGO, IL 60614

WORKORDER

217 Ogden Avenue

Downers Grove, IL 60515

PAGE 1

(630) 960-2000 • Fax: (630) 960-2112

www.napletonsastonmartinofchicago.com

HOME: [REDACTED] 3150 CONT: 8 [REDACTED] 50

BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 100 PRINCIPATO, FILIPPO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
STRATUS WH	14	ASTON MARTIN RAPIDE	SCFHDDAT7EGF03597		3838/	T560
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
27NOV13 DD			18:00 29DEC15			CASH
R.O. OPENED	READY	OPTIONS: STK:AM1652				
03JUN2015 10:14						

VEHICLE SERVICE HISTORY

CLSD DTE

RO#	S/A	MILEAGE	OP CODE	TECH	TYPE	DESCRIPTION
13917	100	3728	28MAY15			
			DIAG	122	CA	PERFORM DIAGNOSTIC SCAN AND INSPECTION
			39	122	CA	PERFORM FACTORY REQUIRED SOFTWARE DOW
			39	122	CA	PERFORM ENGINE ON RUN TEST WITH DIAGN
			17 03.AA	119	WA	LEFT HAND SIDE REAR LAMP RENEW/REPLAC
14124	100	3786	28MAY15			
			DIAG	122	CA	PERFORM DIAGNOSTIC INSPECTION, AND WIR
14114	100	3786	28MAY15			
			MULTI	122	CA	COMPLETED MULTI POINT INSPECTION.
			MAJOR	122	CA	.PERFORM RECOMMENDED MAJOR ANNUAL REC
13637	100	3726	13FEB15			
			39	122	CA	PERFORMED FILL OF SYSTEM AS REQUESTED/
			39	122	CA	PERFORMED COOLANT SYSTEM FILL AND CHE
			39	122	CA	VEHICLE POWER STEERING FLUID LOW NECC
			39	122	CA	REMOVE AND REPLACE DRIVE BELT THAT HA
13082	100	3724	06JAN15			
			39	99	CA	PARTS SOLD TO WESTMONT BODY WERKS FOR
			9999		CA	INVOICE 95106 AUTO TOWING TOW IN
12788	100	2979	01AUG14			

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PRELIMINARY ESTIMATE \$

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X

CUSTOMER SIGNATURE

0223

TECHNICIAN COPY

CUSTOMER # 2333150

14150

Napleton's
Aston Martin of ChicagoCHARLTON JONES
100 N LINCOLN PARK WEST
CHICAGO, IL 60614

WORKORDER

217 Ogden Avenue
Downers Grove, IL 60515
(630) 960-2000 Fax: (630) 960-2112
www.napletonsastonmartinofchicago.com

PAGE 2

COM [REDACTED] 50 CO [REDACTED] 50

BUS: CELL: SERVICE ADVISOR: 100 PRINCIPATO, FILIPPO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
TRATUS WH	14	ASTON MARTIN RAPIDE	SCFHDDAT7EGF03597		3838/	T560
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT
7NOV13 DD			18:00 29DEC15			CASH
R.O. OPENED	READY	OPTIONS: STK:AM1652				
3JUN2015 10:14						

LINE	OP CODE	FRH	TECH	TYPE	DESCRIPTIONS/INSTRUCTIONS
A		0.00		CA	CHECK VEHICLE FOR POWER STEERING LEAK AND ADVISE

TECHNICIANS!!!!!!!!!!!!!!
REMEMBER 3 C'S
RECORD ALL READINGS AND
CODES, FIX IT RIGHT THE
FIRST TIME!!!!!!!!!!!!!!

MUST BE APPROVED

11-05-2015

[Signature]

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

AUTHORIZATION FOR REPAIRS

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

PRELIMINARY ESTIMATE \$

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

0224

CUSTOMER SIGNATURE

TECHNICIAN COPY

CUSTOMER #: 2333150

14150

Napleton's
Aston Martin of Chicago217 Ogden Avenue
Downers Grove, IL 60515

(630) 960-2000 • Fax: (630) 960-2112

www.napletonsastonmartinofchicago.com

ACCOUNTING

CARLTON JONES
2100 N LINCOLN PARK WEST
CHICAGO, IL 60614

PAGE 1

HOME: [REDACTED] 312-215-1150 ** PRE-INVOICE **

BUS: [REDACTED] CELL: [REDACTED] SERVICE ADVISOR: 100 FILIPPO PRINCIPATO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
STRATUS WH	14	ASTON MARTIN RAPIDE	SCFHDDAT7EGF03597		3838/3840	T560	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV13 DD			18:00 29DEC15			CASH	05JUN15
R.O. OPENED		READY	OPTIONS: STK:AM1652				

10:14 03JUN15 09:38 05JUN15

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A CHECK VEHICLE FOR POWER STEERING LEAK AND ADVISE CAUSE: AUTHORIZED PER WESTMONT BODY WERKS (RODNEY) 39 FOUND VEHICLE IS IN NEED OF POWER STEERING LINE THAT HAS A PIN HOLE LEAK FOR POEWR STEERING LINE FOR COOLER.											
119	CA	6.10	6.10	17080	103090		1030.90			1030.90	
1	8D33-3F558-AC TUB			14346	32279	0	322.79		322.79	322.79	
1	6G33-19H373-BA FLUID			2462	8002	0	80.02		80.02	80.02	
HYD ASM S-CAM											
JOB COMPLETED REPLACED NEEDED LEAKING POWER STEERING LINE.											

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
4500	103090	17080		4700	40281	16808	
3333	33323	0		2060	146694	*****	

COST, SALE, & COMP TOTALS 33888 143371 0

NOTES:

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	1030.90
PARTS AMOUNT	402.81
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	1433.71
LESS ADJUSTMENTS	0.00
SALES TAX	33.23
PLEASE PAY THIS AMOUNT	1466.94

0225

ACCOUNTING COPY

CUSTOMER #: 2333150

14150



Napleton's Aston Martin
of Chicago
217 Ogden Avenue
Downers Grove, IL 60515
(630) 960-2000
Fax: (630) 950-2112

INVOICE

ASTON MARTIN

CARLTON JONES
2100 N LINCOLN PARK WEST
CHICAGO, IL 60614

HOME: [REDACTED] CONT: [REDACTED] 0

BUS: [REDACTED] CELL: [REDACTED]

PAGE 1

www.napletonsastonmartinofchicago.com

SERVICE ADVISOR: 100 FILIPPO PRINCIPATO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
STRATUS WH	14	ASTON MARTIN RAPIDE	SCFHDDAT7EGF03597		3838/3840	T560	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV13	DD		18:00 29DEC15			CASH	05JUN15
R.O. OPENED		READY	OPTIONS: STK:AM1652				

10:14 03JUN15 09:38 05JUN15

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CHECK VEHICLE FOR POWER STEERING LEAK AND ADVISE
CAUSE: AUTHORIZED PER WESTMONT BODY WORKS (RODNEY)

39 FOUND VEHICLE IS IN NEED OF POWER STEERING
LINE THAT HAS A PIN HOLE LEAK FOR POEWR
STEERING LINE FOR COOLER.

119 CA

1 8D33-3F558-AC TUB ASY-PWR STNG RTN 322.79 1030.90 322.79 1030.90

1 6G33-19H373-BA FLUID HYD ASM S-CAM 80.02 80.02 80.02 80.02

PARTS: 402.81 LABOR: 1030.90 OTHER: 0.00 TOTAL LINE A: 1433.71

JOB COMPLETED REPLACED NEEDED LEAKING POWER STEERING LINE

ASTON MARTIN

Thank You For
Your Business!

Arbitration Agreement

Customer and the dealer agree that all claims, demands, disputes, or controversies of every kind or nature that may arise between the customer and dealer related to the sale of the vehicle shall be settled by binding arbitration in accordance with the "Supplementary Procedures For Consumer-Related Disputes" rules of the American Arbitration Association then in effect, such arbitration shall be held in Chicago, IL, and judgment upon the award rendered by the Arbitrator(s) may be entered by any court having jurisdiction thereof.

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

[Signature]

DESCRIPTION	TOTALS
LABOR AMOUNT	1030.90
PARTS AMOUNT	402.81
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	1433.71
LESS ADJUSTMENTS	0.00
SALES TAX	33.23
PLEASE PAY THIS AMOUNT	1466.94

We sincerely appreciate your business!

FILE COPY

7 + 8

This CARFAX Vehicle History Report provided free of charge by:



Napleton Westmont Porsche
201 E Ogden Ave
Westmont, IL 60559
630-719-4299

SHOW ME THE CARFAX

CARFAX Vehicle History Report		US \$39.99
Vehicle Information: 2014 ASTON MARTIN RAPIDE VIN: SCFHDDAT7EGF03597 SEDAN 4 DR REAR WHEEL DRIVE Standard Equipment Safety Options		
CARFAX Report Provided By: Napleton Westmont Porsche 201 E Ogden Ave Westmont, IL 60559 630-719-4299 www.westmontporsche.com	☒ No accident / damage reported to CARFAX ☒ CARFAX 1-Owner vehicle ☒ 12 Service records available ☒ Personal vehicle ☒ Last owned in Illinois ☒ 3,728 Last reported odometer reading	

This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 8/22/15 at 4:47:42 PM (EDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

CARFAX Price Calculator		
Adjust the value of this 2014 Aston Martin Rapide based on the information available in this report		
1) Retail Book Value \$ 0 Enter retail book value here	2) CARFAX Price Adjustment™ No measurable impact to retail book value for this VIN: SCFHDDAT7EGF03597	3) Adjusted Retail Value Begin by entering the retail book value
Start by entering the retail book value from a pricing guide website.	Based on information in this report, this vehicle has no measurable CARFAX History Impact.	Compare adjusted retail value to seller's asking price when making your decision.

CARFAX Ownership History	
The number of owners is estimated	
Year purchased	Owner 1
Type of owner	2013 Personal

PLAINTIFF'S EXHIBIT
50

0058

Estimated length of ownership

1 yr. 8 mo.

Owned in the following states/provinces

Illinois

Estimated miles driven per year

2,487/yr

Last reported odometer reading

3,728



CARFAX Title History

CARFAX guarantees the information in this section

Salvage | Junk | Rebuilt | Fire | Flood | Hail | Lemon

Not Actual Mileage | Exceeds Mechanical Limits

Owner 1

Guaranteed
No ProblemGuaranteed
No Problem

GUARANTEED - None of these major title problems were reported by a state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, CARFAX will buy this vehicle back. [Register](#) | [View Terms](#) | [View Certificate](#)

CARFAX Additional History

Not all accidents / issues are reported to CARFAX.

Total Loss

No total loss reported to CARFAX.

Structural Damage

No structural damage reported to CARFAX.

Airbag Deployment

No airbag deployment reported to CARFAX.

Odometer Check

No indication of an odometer rollback.

Accident / Damage

No accidents or damage reported to CARFAX.

Manufacturer Recall

Check with an authorized Aston Martin dealer for any open recalls.

Basic Warranty

Original warranty estimated to have 16 months or unlimited mileage remaining.

Owner 1

☒ No Issues
Reported

☒ No Issues
Reported

☒ No Issues
Reported

☒ No Issues
Indicated

☒ No Issues
Reported
Ask Your
Dealer
☒ Warranty
Active

Tell us what you know about this vehicle

CARFAX Detailed History

Glossary

Owner 1		Date:	Mileage:	Source:	Comments:
Purchased:	2013	07/15/2013		US Customs	Vehicle exported from Southampton, England and imported to Baltimore, MD
Type:	Personal				
Where:	Illinois				
Est. miles/year:	2,487/yr				
Est. length owned:	11/27/13 - present (1 yr. 8 mo.)	07/18/2013	10	Napleton's Aston Martin Of Chicago Downers Grove, IL 630-960-2000 napletonsastonmartin ofchicago.com	Vehicle offered for sale
Low mileage! This owner drove less than the					

0059

Industry average
of 15,000 miles
per year.



07/24/2013	36	Napleton's Aston Martin Of Chicago Downers Grove, IL 630-960-2000 napletonsastonmartin ofchicago.com	Washed/detailed
10/10/2013	107	Napleton's Aston Martin Of Chicago Downers Grove, IL 630-960-2000 napletonsastonmartin ofchicago.com	Vehicle serviced
11/08/2013	108	Napleton's Aston Martin Of Chicago Downers Grove, IL 630-960-2000 napletonsastonmartin ofchicago.com	Vehicle serviced
11/27/2013		Napleton's Aston Martin Of Chicago Downers Grove, IL 630-960-2000 napletonsastonmartin ofchicago.com	Vehicle sold
11/27/2013		Illinois Motor Vehicle Dept.	Vehicle purchase reported Titled or registered as personal vehicle
12/02/2013	142	Napleton's Aston Martin Of Chicago Downers Grove, IL 630-960-2000 napletonsastonmartin ofchicago.com	Vehicle serviced
12/19/2013	146	Illinois Motor Vehicle Dept Chicago, IL Title #X3353694758	Title issued or updated Registration issued or renewed First owner reported Loan or lien reported Vehicle color noted as White
03/11/2014	1,074	Napleton's Aston Martin Of Chicago Downers Grove, IL 630-960-2000 napletonsastonmartin ofchicago.com	Alternator/Generator replaced Engine/powertrain computer/module reprogrammed
04/22/2014	1,653	Napleton's Aston Martin Of Chicago Downers Grove, IL 630-960-2000 napletonsastonmartin ofchicago.com	Vehicle serviced
05/12/2014		Illinois Motor Vehicle Dept Chicago, IL	Registration issued or renewed
05/19/2014	1,894	Napleton's Aston Martin Of Chicago Downers Grove, IL 630-960-2000 napletonsastonmartin ofchicago.com	Vehicle serviced
06/25/2014	2,376	Napleton's Aston Martin Of Chicago Downers Grove, IL 630-960-2000	Vehicle serviced

0060

napletonsastonmartin ofchicago.com			
08/01/2014	2,979	Napleton's Aston Martin Of Chicago Downers Grove, IL 630-960-2000 napletonsastonmartin ofchicago.com	Vehicle serviced
01/06/2015	3,724	Napleton's Aston Martin Of Chicago Downers Grove, IL 630-960-2000 napletonsastonmartin ofchicago.com	Vehicle serviced
02/13/2015	3,726	Napleton's Aston Martin Of Chicago Downers Grove, IL 630-960-2000 napletonsastonmartin ofchicago.com	Vehicle serviced
03/24/2015		Illinois Motor Vehicle Dept. Chicago, IL	Registration issued or renewed
05/28/2015	3,728	Napleton's Aston Martin Of Chicago Downers Grove, IL 630-960-2000 napletonsastonmartin ofchicago.com	Maintenance inspection completed

Tell us what you know about this vehicle

Have Questions? Consumers, please visit our Help Center at www.carfax.com. Dealers or Subscribers, please visit our Help Center at www.carfaxonline.com.



Glossary

[View Full Glossary](#)

CARFAX Price Adjustment™

Accidents, service records, number of owners and many other history factors can affect a vehicle's value. The CARFAX Price Adjustment is a tool that analyzes millions of used car transactions to measure how the combination of all the information reported to CARFAX affects the value of a particular vehicle. The vehicle's retail book value plus the CARFAX Price Adjustment will give you a more accurate measure of the vehicle's value. Use this tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

First Owner

When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.

Ownership History

CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1991 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.

Title Issued

A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

Follow Us: [facebook.com/CARFAX](https://www.facebook.com/CARFAX) @CarfaxReports [CARFAX on Google+](#)

0061

http://www.carfaxonline.com/cfm/Display_Dealer_Report.cfm?partner=VAU_0&UID=C4... 8/22/2015

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Covered by United States Patent Nos. 7,113,853; 7,778,841; 7,596,512; 8,600,823; 8,595,079; 8,606,648; 7,505,838.

8/22/15 4:47:42 PM (EDT)

I have reviewed and received a copy of the CARFAX Vehicle History Report for this 2014 ASTON MARTIN RAPIDE vehicle (VIN: SCFHDDAT7EGF03597), which is based on information supplied to CARFAX and available as of 8/22/15 at 4:47 PM (EDT).

Sold to Reseller

Customer Signature

Date

RP

11/30/15

Dealer Signature

Date

0062

OPEN END MOTOR VEHICLE LEASE AGREEMENT

This is a copy view of the Authoritative Copy of the designated custodian
FS10166

THIS LEASE AGREEMENT is entered into 11-27-2015 between PREMIER FINANCIAL SERVICES, LLC ("Lessor") whose address is 47 Sherman Hill Road, Woodbury, CT 06798, and whose phone number is (203) 267-7700 and Jeffrey Lee Wilson ("Lessee") whose address is 6512 East Sheena Dr., Scottsdale, AZ 85254 and covers the lease of the vehicle described below. As used in this lease the words "you", "yours" or "your" refer to the lessee and "we", "our" or "us" refer to the lessor.

1. DESCRIPTION OF LEASED VEHICLE							
YEAR	MAKE	MODEL	BODY STYLE	COLOR	NEW/USED	VEHICLE ID NUMBER	
2014	Aston Martin	Rapide S	Sedan	White	Used	SCFHDDAT7EGF03597	
PRIOR USE OF VEHICLE		PRIOR WRECKAGE	MILEAGE	CYL.	TRANS.	P. BRAKES	P. STEERING
Personal		No	5255	12	Automatic	Yes	Yes
							MSRP.
							Not Available

2. TRADE INFORMATION:				VIN
YEAR	MAKE	MODEL		
2009	Mercedes-Benz	S63 AMG		WDDNG77X09A251451
\$35,000.00 Agreed Value (before debt) - \$47,370.08 prior credit or lease balance = -\$12,370.08 Net Trade-In Value				

GAP LIABILITY NOTICE
In the event of theft or damage to the vehicle that results in a total loss, there may be a GAP between the amount due upon early termination and the proceeds of your insurance settlement and deductible. **THIS LEASE PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT.** Optional coverage for the GAP amount or a GAP Waiver may be offered for an additional price.

THERE IS NO COOLING OFF PERIOD
The law does not provide for a "cooling off" or other cancellation period for vehicle leases. Therefore, you cannot later cancel this lease simply because you change your mind, decided the vehicle costs too much, or wish you had acquired a different vehicle. You may cancel this lease only with the agreement of the lessor or for legal cause, such as fraud.

3. DISCLOSURES

3.a. Amount Due at Lease Signing or Delivery: (Itemized below)** \$7,566.12	3.b. Monthly Payments: Your first monthly lease payment of \$3,823.59 is due on 11/29/2015 followed by 68 payments of \$1,911.79 due on the 29th of each month. The total of your monthly payments is \$114,707.67	3.c. Other Charges: (not part of your monthly lease payment) Off Lease Fee \$495.00 Total \$495.00	3.d. Total of Payments: (the amount you will have paid by the end of the lease) \$118,945.20 + You will owe an additional amount if the actual value of the vehicle is less than the residual value.
---	--	--	---

Itemization of Amount Due at Lease Signing or Delivery

3.e. Amount Due at Lease Signing or Delivery: i. Capitalized Cost Reduction \$0.00 ii. Tax on Capitalized Cost Reduction \$0.00 iii. First Monthly Lease Payment (includes sales tax) \$3,823.59 iv. Title, Registration and License Fees \$2,500.00 v. Refundable Security Deposit \$0.00 vi. Document Processing Charge (not a governmental fee) \$168.43 vii. Acquisition Fee (includes sales tax) \$1,074.10 viii. Supplemental Title Fee \$0.00 ix. Other (specify) Total: \$7,566.12	3.f. How the Amount Due at Lease Signing or Delivery will be Paid: i. Net Trade in Allowance -\$12,370.08 ii. Rebates and Noncash Credits \$0.00 iii. Amount to be Paid in Cash \$19,936.20 Total: \$7,566.12
--	--

3.g. Your Monthly Lease Payment is Determined as Shown Below:

i. Gross Capitalized Cost - The agreed upon value of the vehicle (\$135,177.00) and any items you pay over the lease term (such as taxes, fees, mechanical breakdown protection contract, insurance, service contracts and any outstanding prior credit or lease balance, all of which is itemized in section 4).	\$135,177.00
ii. Capitalized Cost Reduction - The amount of any rebate, cash payment, net trade-in allowance or noncash credit you pay that reduces the gross capitalized cost.	\$0.00
iii. Adjusted Capitalized Cost - The amount used in calculating your base monthly payment.	=\$135,177.00
iv. Residual Value - The value of the vehicle at the end of the lease used in calculating your base monthly payment.	-\$60,000.00
v. Depreciation and Any Amortized Amounts - The amount charged for the vehicle decline in value through normal use and for any other items paid over the lease term.	=\$75,177.00
vi. Rent Charge - The amount charged in addition to the depreciation and any amortized amounts.	+\$31,083.00
vii. Total of Base Monthly Lease Payments - The depreciation and any amortized amounts plus the rent charge.	=\$106,260.00
viii. Lease Payments - The number of payments in your lease.	60
ix. Base Monthly Payment: - 1st month @ \$3,542.00 + 58 Monthly Payments @	=\$1,771.00
x. Monthly Sales Tax	+\$140.79
xi. Total Monthly Lease Payment	=\$1,911.79
Rent and other Charges - The total amount of rent and other charges imposed in connection with your lease.	\$43,768.20

3.h. Early Termination. You may have to pay a substantial charge if you end this lease early. The amount may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the lease, the greater the charge is likely to be.

3.i. Excessive Wear and Use. YOU MAY BE CHARGED FOR EXCESSIVE WEAR BASED ON OUR STANDARDS FOR NORMAL USE (SEE SECTION 14 BELOW) AND FOR MILEAGE IN EXCESS OF 5,000 MILES PER YEAR AT THE RATE OF \$1.50 PER MILE. IF YOU ELECT TO PURCHASE THE VEHICLE AT THE END OF THE LEASE AND PAY THE AGREED UPON "RESIDUAL VALUE", YOU WILL NOT BE RESPONSIBLE FOR ANY EXCESS WEAR OR MILEAGE.

3.j. Purchase Option at End of Your Lease Term. You have an option to purchase the vehicle "as is" at the end of the lease term if the lease is not in default for the sum of the "residual value" shown in paragraph 3.g.iv., a purchase option fee of \$495.00 (off lease fee) and applicable fees and taxes.

3.k. Other Important Terms. See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance and any security interests, if applicable.

Page 1 of 7

© Premier Financial Services, LLC



0754

12776 V7

4. ITEMIZATION OF GROSS CAPITALIZED COST

- | by the designated party | |
|-------------------------|---|
| a.1. | Agreed-upon value of vehicle as equipped at time of signing the lease: |
| a.2. | Agreed-upon value and description of each accessory and item of optional equipment the Lessor agrees to add to the Vehicle after signing the lease: |
| i. | Not Applicable |
| ii. | Not Applicable |
| iii. | Not Applicable |
| a.3. | Total Agreed Upon Value of Vehicle |
| b. | Taxes |
| c. | Initial Title, License and Registration Fee |
| d. | Service Contract |
| e. | Maintenance Agreement |
| f. | Document Processing Charge (not a governmental fee) |
| g. | Outstanding Prior Credit or Lease Balance |
| h. | Insurance Premium |
| i. | Other (specify) _____ |
| j. | Other (specify) _____ |
| k. | Other (specify) _____ |
| l. | Gross Capitalized Cost |

*Estimates based on current sales and use tax rates. †Based on lease running full term

The consumer lease disclosures we have included in this lease are also made on behalf of the lessor and its assignee, Branch Banking and Trust Company. By signing this lease, you are leasing the Vehicle according to all terms of the lease. The Disclosures in Section 3 are also terms of this lease.

OTHER PROVISIONS

Below memorializes trade-in, turn-in and other individualized agreements

If you are not in default you may elect to terminate this lease at any time prior to the scheduled lease end. If you elect to terminate the lease early, you must pay off the lease and purchase the vehicle by paying the 'Balance' owed as of the date of early termination as set forth in the attached amortization schedule, plus a termination fee. The termination fee will be equal to one monthly lease payment if 12 monthly payments have been received by our lending institution prior to early termination, otherwise the termination fee will be equal to two monthly lease payments. In addition, upon termination you must also pay the Off Lease Fee together with any monthly lease payments and late charges that are unpaid at the time of payoff/purchase and all other amounts that are incurred upon termination of the lease such as official fees and taxes imposed in connection with the lease termination. Upon receipt of the amounts due upon early termination we will transfer title to the vehicle as you direct.

5. ESTIMATED OFFICIAL FEES AND TAXES

You understand that the total of official fees, registration, title and taxes we expect you will have to pay during the lease term is **\$8,447.67**. Your taxes and fees obligations are described in paragraph 10.

6. INSURANCE

You agree to pay for and maintain during the lease term, and until the vehicle is returned to us, the following insurance on the vehicle, which has the following minimum coverages:

- | | |
|---|---------------------|
| a. BODILY INJURY LIABILITY | \$100,000/\$300,000 |
| b. PROPERTY DAMAGE LIABILITY | \$50,000 |
| c. COLLISION WITH MAXIMUM DEDUCTIBLE OF | \$2,500 |
| d. COMPREHENSIVE WITH MAXIMUM DEDUCTIBLE (including fire and theft) | \$2,500 |

You understand that the policy must provide primary coverage for us and/or another party we specify as an Additional Insured on coverage a. and b. and for us or our assigns as Loss Payee on coverage c. and d. and must also provide all insureds with at least 10 days notice of cancellation or policy revision. You will buy the insurance from an insurance company acceptable to us and will furnish us with whatever written proof of coverage we may require.

INSURANCE COMPANY'S NAME:

AGENT'S NAME:

AGENT'S ADDRESS AND PHONE NUMBER.

INSURANCE VERIFIED BY:

POLICY NO. _____ BINDER NO. _____ EXPIRATION _____ EFFECTIVE _____

To the extent not prohibited by law, you grant us a limited power of attorney authorizing us to sign or otherwise execute, on your behalf, any loss proceeds check or other insurance disbursement obtained due to damage to the vehicle.

7. PARTIAL INSURANCE PROCEEDS DEFICIENCY LIABILITY RELEASE

As noted in paragraph 21, in the event of a casualty loss to the vehicle you will be obligated to pay any difference between the proceeds of your insurance and the total amount of your obligations under this lease. By initialing below, you may agree to purchase our optional insurance proceeds deficiency liability release for \$N/A. You realize that as an alternative to purchasing this release you may be able to purchase "Gap Amount" protection from a company authorized to do business in the state where the lease is signed. If you purchase this release, we will partially waive any right to collect a deficiency in insurance proceeds from you in the event of casualty loss of the vehicle which is covered fully by your insurance policy.

You understand that this release does not cover the deductible and any other offsets your insurance company makes under the policy, including for mileage in excess of the then prorated portion of the mileage contemplated in paragraph 3.1, and that you will still be obligated to pay those amounts. You also understand this release will not apply if an event not fully covered by your insurance policy, such as a confiscation, occurs.

- a. You choose to purchase our insurance proceeds deficiency liability release and pay the price when you sign the lease. **LESSEE INITIALS: Not Applicable**

LESSEE INITIALS: Not Applicable

If you have not initialed a. or b., you have chosen not to purchase this release.

8. MECHANICAL BREAKDOWN PROTECTION

While you have no obligation to do so, you understand that you may purchase from us a contract under which you will have the right to have a portion of the costs of repair of certain major mechanical breakdowns of the vehicle and some related expenses paid by the contract administrator listed in the contract. The term of this protection would be N/A years from the date the lease is signed or until the vehicle's odometer shows N/A miles, whichever happens first. If you have decided to purchase this protection you understand that a copy of the filled-in contract will be sent to you as soon as practicable. You have chosen from the following options:

a. You choose to purchase our mechanical breakdown protection contract for the price of \$ N/A and pay the price when you sign the lease.

b. You choose to purchase our mechanical breakdown protection contract for the price of \$ N/A and have its cash price amortized in the monthly lease payments.

LESSEE INITIALS: Not Applicable

If you have not initialed either a. or b., you have chosen not to purchase our mechanical breakdown protection contract.

9. VEHICLE WARRANTIES AND DISCLAIMERS

You understand that unless otherwise indicated below the vehicle is subject to the manufacturer's new car warranty and you have those warranty rights. YOU ACKNOWLEDGE THAT YOU ARE LEASING THE VEHICLE "AS-IS" AND "WITH ALL FAULTS" AND ACCORDINGLY THAT WE MAKE NO EXPRESS WARRANTIES AS TO THE VEHICLE AND SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE VEHICLE OR ANY OF ITS PARTS OR ACCESSORIES. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE VEHICLE IS WITH THE LESSEE(S). IF YOU HAVE PROBLEMS WITH THE VEHICLE, WE WILL NOT BE RESPONSIBLE FOR THE REPAIRS. NOR WILL YOUR LEASE OBLIGATIONS BE AFFECTED.

x The standard written manufacturer's warranty. This warranty is made by the manufacturer and NOT by the Lessor.

X LESSEE INITIALS: Initials- Jeffrey Lee Wilson

X LESSEE INITIALS:
Initials-

10. OFFICIAL FEES AND TAXES

You agree to be responsible for the payment when due of all official fees and taxes (other than our net income taxes) imposed by any governmental authority in connection with the vehicle or this lease. We have estimated in paragraph 5 the total of official fees and taxes we expect you will have to pay during the lease term. You understand that the rates and amounts of such fees and taxes may increase during the lease term, and you agree to pay any such increased amounts. You also understand there may be taxes and fees which you pay directly to the taxing authority and excise or similar taxes which are assessed during the lease term but are not due until afterwards and that you are liable for these amounts. We will bill you as required under applicable law for payment of property taxes. You must pay any applicable property taxes, regardless of whether the lease has terminated prior to billing or you have relocated.

11. LATE PAYMENT CHARGE AND LATE RETURN

If any monthly lease payment is not received by us within 10 days of its due date, a late charge of 5% of that payment will be imposed, which you agree to pay. You will pay a returned item charge of \$25 plus any actual charges assessed by the financial institution for any check you give or other payment method you use which is not honored. In addition, if you do not return the vehicle to us at lease expiration, you will be liable for an additional monthly lease payment for each month or portion of a month you retain the vehicle, and your lease obligations will continue. You realize however, you have no right to retain the vehicle after lease expiration without our consent and that holding over is a default under the lease.

12. LIENS AND CLAIMS

You will keep this lease and the vehicle free from any liens, encumbrances or claims which we have not created under paragraph 24. You will hold us harmless and indemnify us for all liability, loss and expense arising from the use, condition or ownership of the vehicle; including any claim made under the vicarious or strict liability doctrine.

13. VEHICLE USE AND MAINTENANCE

You agree at your expense to have the vehicle serviced in accordance with the manufacturer's recommendations, to maintain the vehicle in good running order and condition and to have all necessary repairs made. Unless you obtain our written consent beforehand, you will not make any changes to the vehicle which would decrease its economic value or functional utility. Any changes made to the vehicle which cannot be removed without decreasing its economic value or functional utility will become our property when made. If we request, we may inspect the vehicle at any reasonable time. You understand that you are responsible for all operating expenses (for example, gasoline, and oil) incurred in connection with the use of the vehicle. You will not use or permit use of the vehicle: a. For any unlawful purpose or in violation of any law; b. By a person not having a valid driver's license or one who for insurance purposes is deemed an assigned risk or one who does not exercise reasonable care in its operation; c. For the transportation of persons for hire; d. Outside the state where you reside when you sign this lease for a period exceeding 30 days without our prior consent; or e. Outside the United States, without our prior consent.

14. STANDARDS FOR WEAR AND USE

The following standards apply for determining unreasonable or excess wear and use of the leased vehicle. You agree that when you return the vehicle to us, you will have properly maintained the vehicle, it will be in good running order and condition and will have, among other things, no less than 5 matching tires of equal quality to the originals (or 4 with emergency "doughnut" spare), with each tire having at least 1/8 inch of remaining tread at its shallowest point, and no chips, scratches, cracks, or other damage or defects in the glass, body, or interior beyond normal wear and tear. If at early termination it costs us more than \$75 to put the vehicle in this condition, you promise to pay the difference, unless prohibited by law. At lease end you will pay any amounts in excess of \$75 we pay or which would be required, based on a good faith estimate of a qualified repair facility or appraiser we select, to put the vehicle in this condition. You also recognize that if the vehicle suffered frame damage or substantial other damage or if its odometer has been inoperable or tampered with, even though the damage or odometer may have been repaired, the value of the vehicle will be substantially less than the value of an identical vehicle which has not had frame damage or suffered substantial other damage or had an inoperable odometer or one which was tampered with. You understand that your obligations include this difference, and that you will be liable for the diminished value in the vehicle (beyond normal wear and tear) that results from such damage, an accident, or any other event or circumstance.

15. OPTION TO PURCHASE LEASED VEHICLE PRIOR TO END OF LEASE

You have the option to purchase the leased vehicle prior to the end of the lease. See "Other Provisions" between Sections 4 and 5 of this agreement for terms of purchase prior to the end of the lease. You realize that this is a lease, and except for your right to possess and use the vehicle while you keep your promises under this lease, you have no ownership interest in the vehicle, its equipment, accessories or replacement parts unless you exercise the purchase option. Whether you purchase the vehicle during or at the end of the lease, the purchase will be on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis.

ENDING THE LEASE

16. LEASE BALANCE

10. **LEASE BALANCE**

In paragraphs 15 and 19 the term "Lease Balance" is used to describe a component of respectively the purchase option price of the vehicle prior to the lease expiration and your potential liability in the event of early termination where you do not purchase the vehicle. At any time, the Lease Balance equals the adjusted capitalized cost shown in paragraph 3.g.iii, minus the depreciation portions of previously due monthly lease payments. The depreciation portion of a monthly lease payment equals the base monthly payment shown in paragraph 3.g.ix, minus the "lease charge" portion of the payments. The lease charge portion is calculated by multiplying the difference between (a) the adjusted capitalized cost and (b) the sum of one base monthly payment and the depreciation portions of the previously due monthly leases payments by (c) the constant rate which over the term of the lease reduces the adjusted capitalized cost to the residual value shown in paragraphs 3.g.iv, by subtracting the depreciation portions of all base monthly payments. These calculations assume a 360-day year of 12 months of 30 days each and that each payment is made in the scheduled amount and on the exact due date. These calculations follow the rules for journal entries for lessors as to "Direct Financing Leases" set forth in the Financial Accounting Standards Board's Standard No. 13. Additional information regarding calculation of the Lease Balance appears in the "Other Provisions" box between paragraphs 4 and 5. Pursuant to the "Other Provisions" and paragraph 19, if the lease is terminated early, you are obligated to pay a termination fee and an off lease fee, in addition to other amounts set forth in those sections.

17. VEHICLE RETURN

17. VEHICLE RETURN
You understand that upon lease termination you must return the vehicle to the place we specify. You also understand that you must pay us your termination liability as calculated in paragraph 19 or 20 below, whichever is applicable.

18. VEHICLE VALUATION TERMINATION

Your early or end of term termination liability may be affected by the realized value of the vehicle. The realized value may be determined in one of the following ways:

a. Within 10 days after return of the vehicle, you and we may enter into a written agreement as to the vehicle's value, or should you request it, you may obtain

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by the designated custodian

a professional appraisal of the wholesale value of the vehicle which could be realized upon sale made by a qualified person you find, who is acceptable to us as well as to you. The expense for any such appraisal will be yours.

b. If the realized value is not determined as above within 10 days after return of the vehicle, we will attempt to obtain 3 bids to purchase the vehicle at wholesale for cash, if allowed by law, or to dispose of the vehicle in some other commercially reasonable manner. If we use a bid procedure, even though we may decide to not to sell the vehicle to any bidder, the highest bona fide bid received (which is supported by whatever proof of ability to pay we may require) will be considered the realized value of the vehicle. You understand that the realized value amount will be exclusive of any official fees and taxes imposed upon vehicle disposition.

19. EARLY TERMINATION LIABILITY

At any time after you sign this lease, you may terminate this lease. At any time after you sign this lease, we may terminate it if conditions as stated in paragraph 21 occur or this lease is in default as stated in paragraph 22.

You agree that, except as provided in paragraphs 7, 15, and 21, your payment liability upon early termination, if you surrender the vehicle, will be the sum of:

(a.) a disposition fee of \$495, plus; (b.) any monthly lease payments already due us which are unpaid and any other amounts arising from your failure to keep your promises under this lease; plus; (c.) the amount, if any, by which the Lease Balance exceeds the realized value; plus; (d.) any official fees and taxes imposed in connection with the lease termination (for example, sales/use taxes due on a deficiency balance under c.). In addition, you must pay termination fees as set forth in the "Other Provisions" box between paragraphs 4 and 5. The "Other Provisions" box also describes, along with paragraph 16, how the Lease Balance can be calculated for the purpose of establishing liability under (c.) of this paragraph 19, above.

20. END OF LEASE TERMINATION LIABILITY

You agree that your payment liability at the end of the lease term will be the sum of:

(a.) a disposition fee of \$495 (off lease fee), plus; (b.) any monthly lease payments due us which are unpaid and any other amount arising from your failure to keep your promises under this lease; plus; (c.) if residual value shown in paragraph 3.g.iv. exceeds the realized value, the difference between the residual value and the realized value; plus; (d.) the lesser of the excess mileage charge contemplated in paragraph 3.i. or the amount of deficiency described in (c) which is uncollectible because of the "3 payment rule" described below; plus; (e.) any official fees and taxes imposed in connection with the lease termination (for example, taxes due on a deficiency balance under (c) or (d)).

There is a rebuttable presumption that if the deficiency under (c.) exceeds three monthly lease payments the residual value is unreasonable and was not established in good faith. As a result, your liability under (c.) will be limited to the sum of 3 monthly lease payments:

- Except for any difference which is due to unreasonable wear or use, or

- Unless you agree after the end of the lease term to make a higher payment; or

- Unless we prove in a lawsuit for a higher payment, that the residual value was a reasonable estimation of the vehicle's likely end-of-term wholesale value at the time of lease signing and was made in good faith. Whether or not we prove that, we will pay your attorney's fees to the extent the difference is not due to unreasonable wear or use or;

- Unless you have entered in this lease primarily for agricultural, business or commercial purposes or you are a government agency or an organization.

- Your total contractual obligation under this lease (the total of payments in Section 3d, and not including residual value amounts, purchase-option prices or amounts collected by us but paid to a third party, such as taxes, license and registration fees) exceeds \$25,000.

Notwithstanding anything in this Section 20 to the contrary, if you are an individual leasing the vehicle

primarily for personal, family or household purposes, the deficiency under (c) exceeds three monthly lease payments, your liability under (c) will be limited to the sum of 3 monthly lease payments if this lease is signed in the states of California, Delaware, Iowa, Kentucky, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, or North Dakota.

21. DAMAGE, LOSS OR POTENTIAL LOSS OF VEHICLE

You agree to be responsible for the risk of loss, damage or destruction of the vehicle during the lease term and until you return the vehicle to us. If the vehicle is damaged or destroyed in an accident or other occurrence or confiscated by any government authority or is stolen or is abandoned or is subject to undue peril, you will notify us of such occurrence or condition as soon as possible. If the vehicle is damaged and is in a condition which we believe is beyond reasonable repair, the lease will be terminated immediately. With respect to any other occurrence or condition included above, we reserve the right to terminate the lease immediately. If the lease is terminated, your termination liability will, unless otherwise provided in paragraph 7, be determined on the basis of an early termination except that the disposition fee will be \$495 (off lease fee). While any loss proceeds we receive from the insurance you provide will be credited to your termination liability, you also acknowledge your liability for any difference between the termination liability figure and the loss proceeds amount.

22. DEFAULT

If any information in your credit application or that of a guarantor of this lease is false or misleading or you fail either to make a monthly lease payment when due or otherwise to keep your promises under this lease or any other agreement you have with us or if you or a guarantor becomes insolvent or dies, we can treat this lease as being in default. In the event of default, we may do any one or more of the following without giving you advance notice: (a) take any reasonable measures designed either to correct the default or to save us from loss, such as purchasing insurance to protect our interest if you fail to fulfill your obligations under Section 6 or paying any vehicle registration fees you have not paid directly as may be contemplated in Section 10, in which case you will pay us upon demand for the costs and expenses incurred; (b) terminate the lease and your rights to possess and use the vehicle; (c) take possession of the vehicle by any method or manner permitted by law; (d) determine your termination liability on an early termination basis which you agree to pay upon our demand; (e) recover from you interest at the rate of 18% per annum or at such lesser rate as may be provided for under applicable law on all expenses we incur and on all obligations you owe us after termination; and (f) pursue any other remedy permitted by law. You also agree to pay upon our demand all collections and legal costs, including reasonable attorneys' fees and court costs, we incur, to the extent not prohibited by law.

23. MORE THAN ONE LESSEE

If more than one lessee signs this lease, all lessees will be jointly and severally liable. You agree that we can waive or delay the enforcement of our rights as to one lessee without affecting our rights as to any other lessees. You also agree that we can release any lessee from his or her obligations without releasing any other lessees from their obligations.

24. SECURITY INTEREST

We reserve a security interest in the vehicle described herein to secure performance of your obligations under this lease. It is unlawful to fail to return a motor vehicle subject to a security interest within 30 days after receiving notice of default. A notice of default may be mailed to the address on this lease. It is your responsibility to keep the listed address current. Assuming you have no prior felony convictions, the maximum penalty for failure to return a motor vehicle subject to a security interest is 1 year in prison and a \$150,000 fine. You acknowledge that the vehicle may be subject to a security interest. NOTICE: BY GIVING US A SECURITY INTEREST IN THE PROPERTY DESCRIBED, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM THE PROPERTY EXEMPT FROM LEGAL PROCESS.

25. GENERAL PROVISIONS

You understand that:

a. Our waiver or delay in requiring you to keep your promises or in enforcing our rights will not affect our ability to require you to keep your promises or to enforce our rights afterwards;

b. We have no obligation to provide a replacement vehicle for any reason;

c. Notices under this lease must be in writing, addressed to the appropriate party at the address shown above, and must be mailed by U.S. Mail, first class postage prepaid, and each party shall promptly notify the other of a change in address;

d. If this lease is made primarily for personal, family, or household purposes as identified below, the lease will be governed by federal law and the law of the state where it is signed. Any changes to this lease must be in writing and signed by the party to be bound;

e. YOU HAVE NO RIGHT TO ASSIGN AN INTEREST IN THE LEASE OR THE VEHICLE OR TO SUBLET OR LEND THE VEHICLE. You acknowledge that we may assign an interest in this lease or the vehicle and that if you receive notice of the assignment, you will acknowledge the notice and pay any assigned amounts specified in the notice as we have directed. You agree that no assignee is responsible for the performance of any of our duties under this lease unless the assignee expressly assumes the duties;

f. You are responsible for ensuring the Vehicle is registered and inspected as and when required by applicable law;

g. Any security deposit shown in paragraph 3.e.v. will not be considered as rent, will not bear interest unless provided by applicable law and will not release you from any of your obligations to us, and we may at any time apply the deposit to the payment of your obligation to us. You will not be entitled to any increase to or profit on the security deposit. We may mingle the security deposit with any of our other funds, unless prohibited by law. We have no fiduciary obligation to

This is a copy view of the Authorative Copy of the Record after you have paid off your liability under this Act by the designated custodian

your obligations related to the lease if caused by
ins cease on notice to you if your credit has not
y and will be liable for the cost of repair of any

article and its contents and from all other claims, promptly pay all fines and tickets imposed on the

his Lease shall not be affected; and
his Lease. Further, you will not allow anyone to

commercial, business, or agricultural purposes,
the Vehicle and to endorse your name on any

res to document this Lease Agreement and all
rds and signatures. Your electronic signatures
and fully enforceable under the law. We may
document management system we designate

scope of this Arbitration Agreement, and the claims, which arise out of or relate to your lease relationship (including any such relationship with a third party), binding arbitration and not by a court of law. Notwithstanding to the contrary in this Arbitration Agreement, you, your agent, and we, but are not required to, arbitrate a claim or dispute, if, by our default. Any claim or dispute is to be arbitrated if you have any right you may have to arbitrate a claim or dispute in the National Arbitration Forum, Box 50191, 100 Avenue of the Americas, Floor 10, New York, NY 10017-4605. The rules of these organizations by which the arbitrator shall be selected pursuant to the Federal Arbitration Act. The hearing shall be conducted in the federal court if it is deemed to be inappropriate. In the event the arbitrator's award is inappropriate, the arbitration will be subject to appeal at any arbitration hearing or in a court of law. You agree to pay your filing fees, including your attorneys' fees (unless you are a party to the arbitration) shall direct that we shall be responsible for any necessary to assure that this Arbitration Agreement, then this Arbitration Agreement shall be governed by the Federal Arbitration Act. The arbitrator's award for a party is \$0 or against a party to a new arbitration under the rules of the Federal Arbitration Act and other arbitration costs subject to a final award. The arbitrator's award shall be governed by the Federal Arbitration Act, including, but not limited to, repossession of a vehicle, small claims court for disputes or claims, or in a court of law. Neither you nor we waive the right to a trial by jury or the arbitrator's award. This Arbitration Agreement shall not apply to this Arbitration Agreement; however, if a claim or dispute is deemed or found to be a claim or dispute, then this Arbitration Agreement shall be deemed or found to be a claim or dispute. If a claim or dispute is deemed or found to be a claim or dispute, then this Arbitration Agreement shall be deemed or found to be a claim or dispute.

TERMINAL RENTAL ADJUSTMENT CLAUSE (Internal Revenue Code § 7701 (h) STATEMENT FOR BUSINESS/COMMERCIAL LEASES)
by the designated custodian

You hereby certify under penalty of perjury that (a) you intend more than 50% of the use of the vehicle covered by this lease to be in your trade or business; and (b) you have been advised that you will not be treated as the owner of the vehicle for federal income tax purposes.

^{DS}
X LESSEE INITIALS: Initials- Jeffrey Lee Wilson

X LESSEE INITIALS: Initials-

CONSUMER OR COMMERCIAL LEASE: You intend to use the vehicle (initial applicable box only):

Primarily for personal, family or household purposes

OR

Primarily for agricultural, business or commercial purposes

^{DS}
X LESSEE INITIALS: Initials- Jeffrey Lee Wilson

X LESSEE INITIALS: Initials-

X LESSEE INITIALS: N/A

X LESSEE INITIALS: N/A

You have the right to return the vehicle, and receive a refund of any payments made if the credit application is not approved, unless nonapproval results from an incomplete application or from incorrect information provided by you.

LESSEE: Jeffrey Lee Wilson
By: _____

GUARANTOR:
By: _____

Signature - Jeffrey Lee Wilson

Signature -

NOTICE TO THE LESSEE

(1) Do not sign this lease before you read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled-in copy of this lease, (3) Warning - Unless a charge is included in this lease for public liability or property damage insurance, payment for that coverage is not provided by this lease.

BY SIGNING THIS LEASE, YOU AGREE TO ITS TERMS, INCLUDING THE ARBITRATION PROVISION, AND ACKNOWLEDGE THAT YOU HAVE READ THIS LEASE AND RECEIVED A COMPLETELY FILLED IN COPY BEFORE YOU SIGNED BELOW, ON THE DATE SET FORTH HEREIN.

LESSOR: Premier Financial Services, LLC

By: _____
Name: _____
Title: _____
^{DocuSigned by:}
71E915EQ481647E...

LESSEE: Jeffrey Lee Wilson
By: Jeffrey Lee Wilson
Signature - Jeffrey Lee Wilson

Name of Guarantor: Jeffrey Lee Wilson

You agree to pay the lease obligation between the Lessor and Lessee named at the top of page 1 of this Open End Motor Vehicle Lease Agreement (the "lease"), although you may not personally receive any goods. You may have to pay this obligation even if the person who receives the goods is able to pay. This notice is not the contract that makes you responsible for the obligation. Read the lease (including the preceding five (5) pages) and the "Guaranty" section below for the exact terms of your obligation.

GUARANTY: To induce Lessor's execution of the lease and any Rider thereto, and in consideration of same, Guarantor absolutely guarantees full payment and due performance of Lessee's obligations under the lease and any Rider thereto. Guarantor consents to any modification or extension of the lease and any Rider thereto, waives notice of all modifications, extensions and defaults thereof, and acknowledges that the provisions of the lease are made a part hereof and are incorporated herein by reference.

GUARANTOR: X Jeffrey Lee Wilson
Signature - Jeffrey Lee Wilson

GUARANTOR: X _____
Signature -

Jeffrey Lee Wilson
Address:
5512 East Sheena Dr.
Scottsdale, AZ 85254
480-251-4441

Address:

DELIVERY RECEIPT

You acknowledge that you have received and examined the vehicle described at the beginning of this lease, that the vehicle is equipped as described and in good operating order and condition and that you accept the vehicle for all purposes of the lease.

Date: _____

Odometer Reading: 5255

LESSEE: Jeffrey Lee Wilson
By: Jeffrey Lee Wilson
Signature - Jeffrey Lee Wilson

^{DS}
Page 6 of 7

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0759

Terms:	Purchase Price	\$135,177.00			
	Down Payment	\$0.00			
	Financed Amount	\$135,177.00			
Monthly Payment Due Date	Payment	Interest	Principal	Balance	
Loan	11/27/2015	0.00	0.00	0.00	135177.00
1	12/27/2015	1771.00	636.54	1134.46	134042.54
2015 Totals		1771.00	636.54	1134.46	
2	01/27/2016	1771.00	631.20	1139.80	132902.74
3	02/27/2016	1771.00	625.83	1145.17	131757.57
4	03/27/2016	1771.00	620.44	1150.56	130607.01
5	04/27/2016	1771.00	615.02	1155.98	129451.03
6	05/27/2016	1771.00	609.58	1161.42	128289.61
7	06/27/2016	1771.00	604.11	1166.89	127122.72
8	07/27/2016	1771.00	598.61	1172.39	125950.33
9	08/27/2016	1771.00	593.09	1177.91	124772.42
10	09/27/2016	1771.00	587.55	1183.45	123588.97
11	10/27/2016	1771.00	581.97	1189.03	122399.94
12	11/27/2016	1771.00	576.38	1194.62	121205.32
13	12/27/2016	1771.00	570.75	1200.25	120005.07
2016 Totals		21252.00	7214.53	14037.47	
14	01/27/2017	1771.00	565.10	1205.90	118799.17
15	02/27/2017	1771.00	559.42	1211.58	117587.59
16	03/27/2017	1771.00	553.71	1217.29	116370.30
17	04/27/2017	1771.00	547.98	1223.02	115147.28
18	05/27/2017	1771.00	542.22	1228.78	113918.50
19	06/27/2017	1771.00	536.44	1234.56	112683.94
20	07/27/2017	1771.00	530.62	1240.38	111443.56
21	08/27/2017	1771.00	524.78	1246.22	110197.34
22	09/27/2017	1771.00	518.91	1252.09	108945.25
23	10/27/2017	1771.00	513.02	1257.98	107687.27
24	11/27/2017	1771.00	507.09	1263.91	106423.36
25	12/27/2017	1771.00	501.14	1269.86	105153.50
2017 Totals		21252.00	6400.43	14851.57	
26	01/27/2018	1771.00	495.16	1275.84	103877.66
27	02/27/2018	1771.00	489.15	1281.85	102595.81
28	03/27/2018	1771.00	483.12	1287.88	101307.93
29	04/27/2018	1771.00	477.05	1293.95	100013.98
30	05/27/2018	1771.00	470.96	1300.04	98713.94
31	06/27/2018	1771.00	464.84	1306.16	97407.78
32	07/27/2018	1771.00	458.69	1312.31	96095.47
33	08/27/2018	1771.00	452.51	1318.49	94776.98
34	09/27/2018	1771.00	446.30	1324.70	93452.28
35	10/27/2018	1771.00	440.06	1330.94	92121.34
36	11/27/2018	1771.00	433.79	1337.21	90784.13
37	12/27/2018	1771.00	427.50	1343.50	89440.63
2018 Totals		21252.00	5539.13	15712.87	
38	01/27/2019	1771.00	421.17	1349.83	88090.80
39	02/27/2019	1771.00	414.82	1356.18	86734.62
40	03/27/2019	1771.00	408.43	1362.57	85372.05
41	04/27/2019	1771.00	402.01	1368.99	84003.06
42	05/27/2019	1771.00	395.57	1375.43	82627.63
43	06/27/2019	1771.00	389.09	1381	

This CARFAX Vehicle History Report provided free of charge by:



Elite Motor Cars
1671 Challenge Dr
Concord, CA 94520
925-338-8100

SHOW ME THE CARFAX

CARFAX® Vehicle History Report™
An independent company established in 1986

US \$39.99

Vehicle Information:
2014 ASTON MARTIN RAPIDE
VIN: SCFHDDAT7EGF03597
SEDAN 4 DR
GASOLINE
REAR WHEEL DRIVE
[Standard Equipment](#) | [Safety Options](#)

CARFAX Report Provided By:
Elite Motor Cars
1671 Challenge Dr
Concord, CA 94520
925-338-8100
www.cars925.com

Accident reported

2 Previous owners

21 Service history records

Types of owners: Personal, Lease

Last owned in Arizona

30,812 Last reported odometer reading

This CARFAX Vehicle History Report is based only on [information](#) supplied to CARFAX and available as of 5/18/18 at 8:38:23 PM (EDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

Ownership History	Owner 1	Owner 2
The number of owners is estimated		
Year purchased	2013	2015
Type of owner	Personal	Lease
Estimated length of ownership	1 yr. 8 mo.	2 yrs. 4 mo.
Owned in the following states/provinces	Illinois	Arizona
Estimated miles driven per year	2,757/yr	10,951/yr
Last reported odometer reading	5,255	30,812

Title History	Owner 1	Owner 2
CARFAX guarantees the information in this section		
Salvage Junk Rebuilt Fire Flood Hail Lemon	Guaranteed No Problem	Guaranteed No Problem
Not Actual Mileage Exceeds Mechanical Limits	Guaranteed No Problem	Guaranteed No Problem

PLAINTIFF'S
EXHIBIT

110(A)

WILSON 0144



GUARANTEED - None of these major title problems were reported by a state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, CARFAX will buy this vehicle back. [Register](#) | [View Terms](#) | [View Certificate](#)

CARFAX Additional History	Owner 1	Owner 2
Not all accidents / issues are reported to CARFAX		
Total Loss No total loss reported to CARFAX.	No Issues Reported	No Issues Reported
Structural Damage No structural damage reported to CARFAX.	No Issues Reported	No Issues Reported
Airbag Deployment No airbag deployment reported to CARFAX.	No Issues Reported	No Issues Reported
Odometer Check No indication of an odometer rollback.	No Issues Indicated	No Issues Indicated
Accident / Damage Accident reported on 10/17/2014.	Accident Reported	No New Issues Reported
Manufacturer Recall Check with an authorized Aston Martin dealer for any open recalls.	Ask Your Dealer	Ask Your Dealer
Basic Warranty Original warranty estimated to have expired.	Warranty Expired	Warranty Expired

CARFAX Detailed History	Glossary		
Owner 1 Purchased: 2013 Type: Personal Where: Illinois Est. miles/year: 2,757/yr Est. length owned: 11/27/13 - 8/23/15 (1 yr. 8 mo.) Low mileage! This owner drove less than the industry average of 15,000 miles per year. 	Date:	Mileage:	Source:
	07/15/2013		US Customs
			Vehicle exported from Southhampton, England and imported to Baltimore, MD
	07/18/2013	10	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.com
			Vehicle offered for sale
	07/24/2013	36	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.com
			Vehicle washed/detailed Interior cleaned
	10/10/2013	107	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.com
			Vehicle serviced
	11/08/2013	108	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.com
			Vehicle serviced

WILSON 0145

11/27/2013		Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartin ofchicago.com	Vehicle sold
11/27/2013		Illinois Motor Vehicle Dept.	Vehicle purchase reported Titled or registered as personal vehicle
12/02/2013	142	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartin ofchicago.com	Vehicle serviced
12/19/2013	146	Illinois Motor Vehicle Dept. Chicago, IL Title #X3353694758	Title issued or updated Registration issued or renewed First owner reported Loan or lien reported Vehicle color noted as White
03/11/2014	1,074	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartin ofchicago.com	Alternator replaced Engine/powertrain computer/module reprogrammed
04/22/2014	1,653	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartin ofchicago.com	Vehicle serviced
05/12/2014		Illinois Motor Vehicle Dept. Chicago, IL	Registration issued or renewed
05/19/2014	1,894	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartin ofchicago.com	Vehicle serviced
06/25/2014	2,376	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartin ofchicago.com	Vehicle serviced
08/01/2014	2,979	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartin ofchicago.com	Vehicle serviced
10/17/2014		Illinois Damage Report	Accident reported Involving right front impact Involving left front impact Involving front impact Vehicle towed CARFAX began reporting this information on 04/20/2018.

WILSON 0146

01/06/2015	3,724	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.com	Vehicle serviced
02/13/2015	3,726	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.com	Vehicle serviced
03/24/2015		Illinois Motor Vehicle Dept. Chicago, IL	Registration issued or renewed
05/28/2015	3,728	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.com	Maintenance inspection completed
08/21/2015	4,729	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.com	Vehicle washed/detailed
08/23/2015	4,790	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.com	Vehicle offered for sale
09/01/2015	4,793	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.com	Vehicle serviced
10/26/2015		Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.com	Vehicle serviced
11/27/2015	5,255	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.com	Vehicle sold

Owner 2

Purchased: 2015
Type: Lease
Where: Arizona
Est. miles/year: 10,951/yr
Est. length owned: 12/31/15 - present
(2 yrs. 4 mo.)

Low mileage!

This owner drove less than the

Date:	Mileage:	Source:	Comments:
12/31/2015		Arizona Motor Vehicle Dept. Scottsdale, AZ Title #22E1015365015	Registration issued or renewed Title or registration issued New owner reported Loan or lien reported Titled or registered as lease vehicle

WILSON 0147

industry average
of 15,000 miles
per year.



Avoid financial
headaches. Make sure
the loan has been paid
off if you're buying from
a private seller.

01/09/2016	6,268	Honest-1 Phoenix #168 Phoenix, AZ 602-404-6785 honest-1.com	Maintenance inspection completed
04/23/2016	9,577	Honest-1 Phoenix #168 Phoenix, AZ 602-404-6785 honest-1.com	Maintenance inspection completed Oil and filter changed
04/15/2017	20,831	Honest-1 Phoenix #168 Phoenix, AZ 602-404-6785 honest-1.com	Maintenance inspection completed Oil and filter changed Engine oil/fluid leak checked
07/18/2017	23,294	Honest-1 Phoenix #168 Phoenix, AZ 602-404-6785 honest-1.com	Maintenance inspection completed Oil and filter changed
12/19/2017	28,086	Honest-1 Phoenix #168 Phoenix, AZ 602-404-6785 honest-1.com	Maintenance inspection completed Oil and filter changed
04/06/2018	30,812	Honest-1 Phoenix #168 Phoenix, AZ 602-404-6785 honest-1.com	Maintenance inspection completed Refrigerant added for leak check checked A/C refrigerant recharged A/C system flushed

Have Questions? Consumers, please visit our Help Center at www.carfax.com. Dealers or Subscribers, please visit our Help Center at www.carfaxonline.com.



Glossary

[View Full Glossary](#)

Accident Indicator

CARFAX receives information about accidents in all 50 states, the District of Columbia and Canada.

Not every accident is reported to CARFAX. As details about the accident become available, those additional details are added to the CARFAX Vehicle History Report. CARFAX recommends that you have this vehicle inspected by a qualified mechanic.

- According to the National Safety Council, Injury Facts, 2015 edition, 8% of the 254 million registered vehicles in the U.S. were involved in an accident in 2013. Over 74% of these were considered minor or moderate.
- This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 5/18/18 at 8:38:23 PM (EDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

First Owner

When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.

Lease

When someone leases a car from a dealer, the dealer actually sells the vehicle to a leasing company. The leasing company then collects payments for the vehicle from the new owner for 24, 36, 48 or more months. A leasing company can be an independent car

WILSON 0148

dealer or a car manufacturer.

New Owner Reported

When a vehicle is sold to a new owner, the Title must be transferred to the new owner(s) at a Department of Motor Vehicles.

Ownership History

CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1991 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.

Title Issued

A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

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Covered by United States Patent Nos. 7,113,853; 7,778,841; 7,596,512, 8,600,823; 8,595,079; 8,606,648; 7,505,838.

5/18/18 8:38:23 PM (EDT)

I have reviewed and received a copy of the CARFAX Vehicle History Report for this 2014 ASTON MARTIN RAPIDE vehicle (VIN: SCFHDDAT7EGF03597), which is based on information supplied to CARFAX and available as of 5/18/18 at 8:38 PM (EDT).

Customer Signature

Date

Dealer Signature

Date

WILSON 0149

COMPREHENSIVE VEHICLE CONDITION REPORT



Cosmetic Body Score

89

TrueFrame Structural Standards



Current Vehicle Condition



No Damage Found

Previous Vehicle History



Minor Cosmetic Repairs

Vehicle Details

VIN	SCFHDDAT7EGF03597
Year	2014
Make	Aston Martin
Model	Rapide S
Mileage	32,418

Inspection Details

ID#	1615331167369
Date	3/9/2021
Technician	Feliks C.

TRUE360° reports are engineered to identify prior repairs or existing cosmetic damage to exterior body parts and provide a topside structural inspection for vehicles that have, or have not reported accident history. In addition, when structural components have been identified as previously repaired, we will document these areas in an easy to read photo identified explanation of the findings. Any modifications or damage to this vehicle that occur after the inspection date will not be reflected in this report, as this is a snapshot of the vehicle's cosmetic and topside structural condition as of the inspection date listed on the report. This Report does not include an evaluation of the vehicle's underbody structural, mechanical or interior condition and in no way guarantees the safety of the vehicle, or that all prior repairs or existing damage will be identified.

PLAINTIFF'S
EXHIBIT

155

www.TrueFrame.com

ACV000001

A.051

C 12417 V6

Cosmetic Inspection

The highlighted points on this vehicle diagram indicate the general areas where our inspection found prior repairs. These issues are not structural in nature and are considered to be purely cosmetic.

Please be aware that this diagram may not be identical in appearance to the actual vehicle being inspected.



Exterior Body Inspection (Cosmetic)

Front Bumper Cover	Previously Replaced
Hood	Refinished
Left Fender	Refinished
Left Front Door	Refinished
Left Rear Door	Original
Left Cosmetic Rocker	Original
Left Cab Corner	Not Applicable
Left Quarter Panel	Original
Left Bedside	Not Applicable
Roof	Original
Left Roof Rail	Original
Right Roof Rail	Original
Rear Bumper Cover	Original
Decklid/Liftgate/Tailgate	Original
Right Fender	Refinished
Right Front Door	Original
Right Rear Door	Original
Right Cosmetic Rocker	Original
Right Cab Corner	Not Applicable
Right Quarter Panel	Original
Right Bedside	Not Applicable
Cladding/Mirror Housing	Original



Structural Inspection

True360 Structural inspection checks the following components for any evidence of structural damage. Structural damage is commonly found in welds that have been torn, separated, or re-welded, as well as body/fiberglass filler, physical damage, or areas of previous repair in relation to the inner/outer pillars. Please be aware, this report only determines if any damage has occurred and does not pass judgement on severity of damage or degree of repair.



Engine Bay Underhood (Structural)

Meets TrueFrame
Structural Standards

Core Support	✓
Left Strut Tower/Apron	✓
Right Strut Tower/Apron	✓
Cowl Panel/Firewall	✓
Front Left Frame Rail	✓
Front Right Frame Rail	✓
Front Cross Member	✓



General Report Notes

Inner Body Inspection (Structural)

Meets TrueFrame
Structural Standards

A. Pillar Left	✓
B. Pillar Left	✓
C. Pillar Left	✓
D. Pillar Left	Not Applicable
A. Pillar Right	✓
B. Pillar Right	✓
C. Pillar Right	✓
D. Pillar Right	Not Applicable
Left Structural Rocker	✓
Right Structural Rocker	✓
Left Rear Strut Tower/Wheel Housing	✓
Right Rear Strut Tower/Wheel Housing	✓
Rear Body Panel	✓
Bracket/Bracing	✓
Left Quarter Panel	✓
Right Quarter Panel	✓
Roof	✓

TrueFrame, LLC

Certificate of Integrity

ASSIGNED TODAY TO THIS

2014 ASTON MARTIN RAPIDE S

SCFHDDAT7EGF03597

32,418 Miles

The Company, with the recommendation and consent of the Dean of Inspectors, and acting upon the findings of the assigned inspector, TrueFrame, LLC has conferred upon this vehicle its Certificate of Integrity. In witness whereof, by the authority duly conferred upon us, we have hereunder placed our names and seals.

Further, based upon this inspection, the car is found to have had:

MINOR COSMETIC REPAIRS

INSPECTED ON
3/9/2021

Francis Lynch
CHIEF EXECUTIVE OFFICER

D.J. Larson
DEAN OF INSPECTORS





Vehicle History Report™

US \$39.99

2014 ASTON MARTIN RAPIDE

VIN: SCFHDDAT7EGF03597

SEDAN 4 DR

GASOLINE

REAR WHEEL DRIVE



Accident reported



Inspection found minor damage repairs



2 Previous owners



28 Service history records



Types of owners: Personal, Lease



32,418 Last reported odometer reading

PLAINTIFFS'
EXHIBIT

158

This CARFAX Vehicle History Report is based only on [information](#) supplied to CARFAX and available as of 4/1/21 at 6:56:12 PM (CDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.



Ownership History

The number of owners is estimated

Owner 1

Owner 2

Year purchased

2013

2015

Type of owner

Personal

Lease

Estimated length of ownership

1 yr. 8 mo.

5 yrs. 1 mo.

Owned in the following states/provinces

Illinois

Arizona

Estimated miles driven per year

2,757//yr

5,126//yr

Last reported odometer reading

5,255

32,418



Title History

CARFAX guarantees the information in this section

Owner 1

Owner 2

Salvage | Junk | Rebuilt | Fire | Flood | Hail | Lemon

Guaranteed
No ProblemGuaranteed
No Problem

Not Actual Mileage | Exceeds Mechanical Limits

Guaranteed
No ProblemGuaranteed
No Problem

GUARANTEED

- None of these major title problems were reported by a state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, CARFAX will buy this vehicle back.

[View Certificate](#)


Additional History

Not all accidents / issues are reported to CARFAX

Owner 1

Owner 2

Total Loss

No total loss reported to CARFAX.

No Issues
ReportedNo Issues
Reported

Structural Damage

CARFAX recommends that you have this vehicle inspected by a collision repair specialist.

No Issues
ReportedNo Issues
Reported

WILSON 1243

Airbag Deployment No airbag deployment reported to CARFAX.	No Issues Reported	No Issues Reported
Odometer Check No indication of an odometer rollback.	No Issues Indicated	No Issues Indicated
Accident / Damage Accident reported: 10/17/2014. Inspection found prior damage: 03/09/2021.	Accident Reported	Minor Damage
Manufacturer Recall Check with an authorized Aston Martin dealer for any open recalls.	Ask Your Dealer	Ask Your Dealer
Basic Warranty <u>Original warranty</u> estimated to have expired.	Warranty Expired	Warranty Expired



Detailed History

Owner 1

Purchased:
2013

Low mileage! This owner drove less than the industry average of 15,000 miles per year.

Personal Vehicle
2,757 mi/yr

Date	Mileage	Source	Comments
07/15/2013		US Customs	Vehicle exported from - Southhampton, England and imported to - Baltimore, MD
07/18/2013	10	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.com ★ 4.6 / 5.0 49 Verified Reviews ✓ ♥ 1,582 Customer Favorites	Vehicle offered for sale
07/24/2013	36	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.com ★ 4.6 / 5.0 49 Verified Reviews ✓ ♥ 1,582 Customer Favorites	Vehicle serviced - Vehicle washed/detailed - Interior cleaned
10/10/2013	107	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.com ★ 4.6 / 5.0 49 Verified Reviews ✓ ♥ 1,582 Customer Favorites	Vehicle serviced
11/08/2013	108	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.com ★ 4.6 / 5.0 49 Verified Reviews ✓ ♥ 1,582 Customer Favorites	Vehicle serviced
11/27/2013		Napleton's Aston Martin Chicago	Vehicle sold WILSON 1244

Chicago, IL
312-888-2967
napletonsastonmartinofchicago.co
m

★ 4.6 / 5.0

[49 Verified Reviews](#) ✓

♥ 1,582 Customer Favorites

11/27/2013		Illinois Motor Vehicle Dept.	Vehicle purchase reported - Titled or registered as personal vehicle
12/02/2013	142	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.co m ★ 4.6 / 5.0 49 Verified Reviews ✓ ♥ 1,582 Customer Favorites	 Vehicle serviced - Four tires replaced
12/19/2013	146	Illinois Motor Vehicle Dept. Chicago, IL Title #X3353694758	Title issued or updated - Registration issued or renewed - First owner reported - Loan or lien reported - Vehicle color noted as White
03/11/2014	1,074	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.co m ★ 4.6 / 5.0 49 Verified Reviews ✓ ♥ 1,582 Customer Favorites	 Vehicle serviced - Tire(s) balanced - Tire(s) mounted - Alternator replaced - Engine/powertrain computer/module reprogrammed
04/22/2014	1,653	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.co m ★ 4.6 / 5.0 49 Verified Reviews ✓ ♥ 1,582 Customer Favorites	 Vehicle serviced
05/12/2014		Illinois Motor Vehicle Dept. Chicago, IL	Registration issued or renewed
05/19/2014	1,894	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.co m ★ 4.6 / 5.0 49 Verified Reviews ✓ ♥ 1,582 Customer Favorites	 Vehicle serviced
06/25/2014	2,376	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.co m ★ 4.6 / 5.0 49 Verified Reviews ✓ ♥ 1,582 Customer Favorites	 Vehicle serviced
08/01/2014	2,979	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967	 Vehicle serviced

WILSON 1245

napletonsastonmartinofchicago.co
m

★ 4.6 / 5.0

[49 Verified Reviews](#) ✓

♥ 1,582 Customer Favorites

10/17/2014

Damage Report



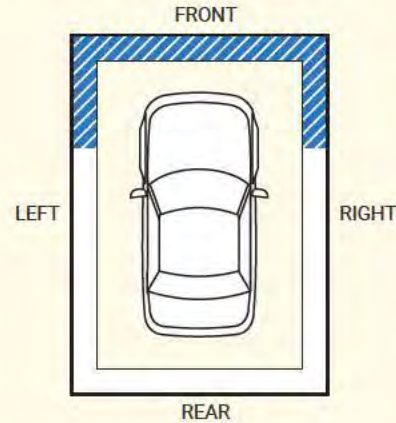
Accident reported

- Damage to front
- Damage to left front
- Damage to right front
- Vehicle towed

This incident was first available for display by CARFAX on 04/20/2018.



Damage Location



01/06/2015

3,724

Napleton's Aston Martin Chicago
Chicago, IL
312-888-2967
napletonsastonmartinofchicago.co
m



Vehicle serviced

★ 4.6 / 5.0

[49 Verified Reviews](#) ✓

♥ 1,582 Customer Favorites

02/13/2015

3,726

Napleton's Aston Martin Chicago
Chicago, IL
312-888-2967
napletonsastonmartinofchicago.co
m



Vehicle serviced

★ 4.6 / 5.0

[49 Verified Reviews](#) ✓

♥ 1,582 Customer Favorites

03/24/2015

Illinois
Motor Vehicle Dept.
Chicago, IL

Registration issued or renewed

05/28/2015

3,728

Napleton's Aston Martin Chicago
Chicago, IL
312-888-2967
napletonsastonmartinofchicago.co
m



Vehicle serviced

- Maintenance inspection completed

★ 4.6 / 5.0

[49 Verified Reviews](#) ✓

♥ 1,582 Customer Favorites

08/21/2015

4,729

Napleton's Aston Martin Chicago
Chicago, IL
312-888-2967



Vehicle serviced

- Vehicle washed/detailed

WILSON 1246

napletonsastonmartinofchicago.co
m

★ 4.6 / 5.0

[49 Verified Reviews](#) ✓

♥ 1,582 Customer Favorites

08/23/2015	4,790	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.co m	Vehicle offered for sale
		★ 4.6 / 5.0 49 Verified Reviews ✓ ♥ 1,582 Customer Favorites	
09/01/2015	4,793	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.co m	 Vehicle serviced
		★ 4.6 / 5.0 49 Verified Reviews ✓ ♥ 1,582 Customer Favorites	
10/26/2015		Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.co m	 Vehicle serviced
		★ 4.6 / 5.0 49 Verified Reviews ✓ ♥ 1,582 Customer Favorites	
11/27/2015	5,255	Napleton's Aston Martin Chicago Chicago, IL 312-888-2967 napletonsastonmartinofchicago.co m	Vehicle sold
		★ 4.6 / 5.0 49 Verified Reviews ✓ ♥ 1,582 Customer Favorites	

Owner 2

Purchased:
2015



Low mileage! This owner drove less than the industry average of 15,000 miles per year.

Lease Vehicle
5,126 mi/yr

Date	Mileage	Source	Comments
12/31/2015		Arizona Motor Vehicle Dept. Scottsdale, AZ Title #22E1015365015	Registration issued or renewed - Title or registration issued - New owner reported - Loan or lien reported - Titled or registered as lease vehicle
01/09/2016	6,268	Honest-1 Phoenix #168 Phoenix, AZ 602-404-6785 honest-1.com	 Vehicle serviced - Maintenance inspection completed
		★ 4.7 / 5.0 47 Verified Reviews ✓ ♥ 52 Customer Favorites	
02/08/2016	7,155	Bentley Lamborghini Scottsdale Phoenix, AZ	Vehicle serviced - Console repaired

WILSON 1247

855-460-7499
scottsdalebentley.com

★ 5.0 / 5.0 [8 Verified Reviews](#) ✓

♥ 38 Customer Favorites

- ✂ - Interior trim checked
- ✂ - Brakes checked
- ✂ - Exterior trim checked
- ✂ - Drivability/performance checked

03/21/2016 8,045

Bentley Lamborghini Scottsdale
Phoenix, AZ
855-460-7499
scottsdalebentley.com

★ 5.0 / 5.0 [8 Verified Reviews](#) ✓

♥ 38 Customer Favorites

- ✂ Vehicle serviced
- ✂ - Interior trim checked
- ✂ - Exterior trim checked
- ✂ - Brakes checked

04/23/2016 9,577

Honest-1 Phoenix #168
Phoenix, AZ
602-404-6785
honest-1.com

★ 4.7 / 5.0

[47 Verified Reviews](#) ✓

♥ 52 Customer Favorites

- ✂ Vehicle serviced
- ✂ - Maintenance inspection completed
- ✂ - Oil and filter changed

04/28/2016 9,716

Bentley Lamborghini Scottsdale
Phoenix, AZ
855-460-7499
scottsdalebentley.com

★ 5.0 / 5.0 [8 Verified Reviews](#) ✓

♥ 38 Customer Favorites

- ✂ Vehicle serviced
- ✂ - Interior trim checked

09/06/2016 13,686

Bentley Lamborghini Scottsdale
Phoenix, AZ
855-460-7499
scottsdalebentley.com

★ 5.0 / 5.0 [8 Verified Reviews](#) ✓

♥ 38 Customer Favorites

- ✂ Vehicle serviced

04/15/2017 20,831

Honest-1 Phoenix #168
Phoenix, AZ
602-404-6785
honest-1.com

★ 4.7 / 5.0

[47 Verified Reviews](#) ✓

♥ 52 Customer Favorites

- ✂ Vehicle serviced
- ✂ - Maintenance inspection completed
- ✂ - Oil and filter changed
- ✂ - Engine oil/fluid leak checked

07/18/2017 23,294

Honest-1 Phoenix #168
Phoenix, AZ
602-404-6785
honest-1.com

★ 4.7 / 5.0

[47 Verified Reviews](#) ✓

♥ 52 Customer Favorites

- ✂ Vehicle serviced
- ✂ - Maintenance inspection completed
- ✂ - Oil and filter changed

12/19/2017 28,086

Honest-1 Phoenix #168
Phoenix, AZ
602-404-6785
honest-1.com

★ 4.7 / 5.0

[47 Verified Reviews](#) ✓

♥ 52 Customer Favorites

- ✂ Vehicle serviced
- ✂ - Maintenance inspection completed
- ✂ - Oil and filter changed

04/06/2018 30,812

Honest-1 Phoenix #168
Phoenix, AZ
602-404-6785
honest-1.com

★ 4.7 / 5.0

[47 Verified Reviews](#) ✓

- ✂ Vehicle serviced
- ✂ - Maintenance inspection completed
- ✂ - Refrigerant added for leak check checked
- ✂ - A/C refrigerant recharged
- ✂ - A/C system flushed

 52 Customer Favorites

02/14/2019	32,270	Bentley Lamborghini Scottsdale Phoenix, AZ 855-460-7499 scottsdalebentley.com  5.0 / 5.0 8 Verified Reviews 	 Vehicle serviced - Body electrical system checked - Battery/charging system checked - No-start/hard start condition checked
		 38 Customer Favorites	
02/12/2021	32,404	Napleton's Aston Martin Chicago Chicago, IL	Vehicle offered for sale
03/07/2021		Napleton's Aston Martin Chicago Chicago, IL	Vehicle offered for sale
03/09/2021	32,418	TRUE360 Inspection Report trueframe.com	 Vehicle inspected for prior damage - Minor damage reported - Cosmetic repairs found to: left side, right side, front-end View the complete TRUE360 Report
			Minor damage is usually cosmetic, including dents or scratches to the vehicle body.
03/10/2021		McLaren Scottsdale Scottsdale, AZ 480-214-7260 mclarenscoottsdale.com	 Vehicle serviced
03/12/2021		Napleton Aston Martin Maserati Downers Grove, IL 630-723-0086 astonmartinchicago.com	 Vehicle serviced - Four tires mounted
04/01/2021		CARFAX Car Care	Manufacturer Recommended Maintenance Schedules
			Get this vehicle's maintenance schedule, service history and recall alerts at carfax.com/service.

Have Questions? Please visit our Help Center at www.carfax.com.

 Glossary
Accident Indicator

CARFAX receives information about accidents in all 50 states, the District of Columbia and Canada.

Not every accident is reported to CARFAX. As details about the accident become available, those additional details are added to the CARFAX Vehicle History Report. CARFAX recommends that you have this vehicle inspected by a qualified mechanic.

- According to the National Safety Council, Injury Facts, 2015 edition, 8% of the 254 million registered vehicles in the U.S. were involved in an accident in 2013. Over 74% of these were considered minor or moderate.
- This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 4/1/21 at 6:56:12 PM (CDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

Damage Indicator

Damage can be a result of many different types of events. Examples include contact with objects (other cars, trees, traffic signs, road debris, etc), vandalism, or weather-related events. Not every damage event is reported to CARFAX. As details about the damage event become available, those additional details are added to the CARFAX Vehicle History Report. CARFAX recommends that you have this vehicle inspected by a qualified mechanic.

WILSON 1249

- This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 4/1/21 at 6:56:12 PM (CDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

Damage Severity

Damage events result in one of the following severity levels:

- Minor: Generally, minor damage is cosmetic (including dents or scratches), may only require reconditioning, and typically does not compromise a vehicle's operation and/or safety.
- Moderate: Moderate damage may affect multiple components of the vehicle and may impair the vehicle's operation and/or safety.
- Severe: Severe damage usually affects multiple components of the vehicle and is likely to compromise the vehicle's operation and/or safety.

CARFAX recommends getting a pre-purchase inspection at a certified collision repair facility.

First Owner

When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.

Lease

When someone leases a car from a dealer, the dealer actually sells the vehicle to a leasing company. The leasing company then collects payments for the vehicle from the new owner for 24, 36, 48 or more months. A leasing company can be an independent car dealer or a car manufacturer.

New Owner Reported

When a vehicle is sold to a new owner, the Title must be transferred to the new owner(s) at a Department of Motor Vehicles.

Ownership History

CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1991 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.

Title Issued

A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

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4/1/21 6:56:12 PM (CDT)

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2018 L 1245

FILED

AUG 14, 2023 05:00 PM

Candice Adams

VERDICT FORM A

(If Your Verdict Is In Favor of Plaintiff Jeffrey Wilson Use This Form)

WE, THE JURY, find in favor of the plaintiff Jeffrey Wilson and against defendant Napleton's Goldcoast Imports, Inc. d/b/a Aston Martin of Chicago and we assess the damages as follows:

CLERK OF THE
18TH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

Plaintiff's total monthly payments on Aston Martin	\$ <u>114,707.67</u>
Plaintiff's closing costs for the Aston Martin	\$ <u>3,742.53</u>
Plaintiff's maintenance costs for the Aston Martin	\$ <u>4,069.42</u>
Plaintiff's insurance costs for the Aston Martin	\$ <u>9,325.00</u>
Plaintiff's license and registration fees	\$ <u>6,700.00</u>
Plaintiff's damages for aggravation and inconvenience	\$ <u>25,000.00</u>
 We award Plaintiff punitive damages in the amount of	 \$ <u>1,000,000.00</u>
TOTAL DAMAGES	\$ <u>1,163,544.62</u>

JURORS:

Michael Simmons
Maria Peregino
Angelica Villafra
R. J.
Sandra J. Joseph
Ally
W. F.

Mr. V. M.
Kyette Bruch
Ray Graham
Ray
James M. Roush

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ORDER - BLANK

2116 (Rev. 12/20)

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

Jeffrey Wilson

vs.

Napleton's Goldcoast Imports, Inc. d/b/
a Napleton's Aston Martin of Chicago**18-L-1245**

CASE NUMBER

FILED

AUG 25, 2023 11:39 AM

*Candice Adams*CLERK OF THE
18TH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

File Stamp Here

ORDER

This cause coming before the Court; the Court being fully advised in the premises, and having jurisdiction of the subject matter, **IT IS HEREBY ORDERED:**

(1) Plaintiff shall file his attorney fee petition pursuant to Count II of his complaint for violation of the Illinois Consumer Fraud Act by September 15, 2023; Defendant shall respond by September 29, 2023; Plaintiff shall reply by October 6, 2023; and courtesy copies shall be provided to the Court by Plaintiff on October 6, 2023;

(2) Defendant shall file its response to Plaintiff's Motion To Conform Pleadings To The Proof Pursuant To 735 ILCS 5/2-616(c) by September 15, 2023; Plaintiff shall reply by September 29, 2023; and courtesy copies shall be provided to the Court by Plaintiff on or before October 6, 2023;

(3) Defendant shall file any motion directed to the jury verdict entered on August 14, 2023 on or before September 15, 2023, Plaintiff shall respond by September 29, 2023; Defendant shall reply by October 6, 2023; and courtesy copies shall be provided to the Court by Defendant on October 6, 2023;

CONTINUED

Name: Rathje Woodward ☐ Pro Se

ENTER:

DuPage Attorney Number: 69400Attorney for: DefendantAddress: 300 E. Roosevelt RoadCity/State/Zip: Wheaton, Illinois 60187Telephone Number: 630-668-8500Email: telliott@rathjewoodward.com

Judge

Date:

CANDICE ADAMS, CLERK OF THE 18th JUDICIAL CIRCUIT COURT ©
WHEATON, ILLINOIS 60187-0707

HE GOWDORNS

STATE OF ILLINOIS **UNITED STATES OF AMERICA**
IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

COUNTY OF DU PAGE

Jeffrey Wilson

vs.

Napleton's Goldcoast Imports, Inc. d/b/
 a Napleton's Aston Martin of Chicago

18-L-1245**CASE NUMBER**

File Stamp Here

ORDER

This cause coming before the Court; the Court being fully advised in the premises, and having jurisdiction of the subject matter, **IT IS HEREBY ORDERED:** _____

Page 2 of 2

(4) Plaintiff shall file any motion directed to Plaintiff's claim for damages pursuant to Count II of his complaint for violation of the Illinois Consumer Fraud Act by September 15, 2023; Defendant shall respond by September 29, 2023; Plaintiff shall reply by October 6, 2023; and courtesy copies shall be provided to the Court by Plaintiff on October 6, 2023;

(5) This matter is set for hearing on (i) entry of judgment on the jury verdict, (ii) entry of judgment on Count II of Plaintiff's complaint for violation of the Illinois Consumer Fraud Act, and (iii) for hearing on the forgoing attorneys fee petition and motions on October 13, 2023 at 1:30 PM in Courtroom 2014.

Name: Rathje Woodward ☐ Pro SeDuPage Attorney Number: 69400Attorney for: DefendantAddress: 300 E. Roosevelt RoadCity/State/Zip: Wheaton, Illinois 60187Telephone Number: 630-668-8500Email: telliott@rathjewoodward.com

ENTER:



Judge

Date:

8/25/23

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 WHEATON, ILLINOIS 60187-0707

H2COUNCILLOR

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

JEFFREY WILSON

Plaintiff

-VS-

2018L001245
CASE NUMBERNAPLETONS GOLDCOAST
IMPORTS INC

Defendant

FILED

23 Oct 31 AM 10: 58

*Candice Adams*CLERK OF THE
18TH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS**ACTION ORDER**

This matter having come before the Court, the Court having jurisdiction and being fully advised in the premises:

IT IS HEREBY ORDERED as follows:

The case is continued to 11/14/2023 in 2014 at 11:00 AM for CASE MANAGEMENT.

Description: Notice of Appeal, Bond

This cause coming on for ruling on various post-trial motions, the court having reviewed the pleadings and heard arguments of counsel;

IT IS ORDERED THAT:

Plaintiff's Motion to Amend the Pleadings to Conform to the Proofs is granted. The court adopts the reasoning set forth in plaintiff's brief.

Plaintiff's Motion for Costs is denied in part and granted in part. Pursuant to Vicencio v. Lincoln-Way Builders, 204 Ill.2d 295, certain costs are recoverable. The court declines to expand "costs" beyond Vicencio. However, the \$60.00 claimed for service of the initial complaint is recoverable for a total cost award of \$5,040.89.

Plaintiff's Motion for Attorneys' Fees is denied in part and granted in part. The court stands by its previous ruling granting summary judgment on Count II. Thus, pursuant to statute, plaintiff is entitled to reasonable attorney fees. However, there are several issues with the requested amount. The defense argues that fees incurred before the amended count II was filed are only related to the common law fraud count. However, because of the factual overlap between the claims at least some of the earlier work had to have involved Count II. In addition, the court granted summary judgment on Count II. A large portion of the work done after March 30, 2021, was solely related to the fraud count. There were also many hours spent on the issue of diminution in value, a theory that was ultimately abandoned at trial.

This case involved literally hundreds of hours of work on both sides for motion practice, discovery, and trial. It is impossible to "blame" one side or the other. Certainly, it could be argued that both sides played a role in the extremely high number of hours needed on the case. It is also true that a significant portion of the trial involved solely the time involved with the jury including voir dire, jury instructions and deliberations. Considering the above factors and after reviewing the submitted materials, the court finds that some of the claimed fees are recoverable, and others are not.

Although not numbered, the following are the rulings based on pages 13-17 of plaintiff's brief:

1. Granted.
2. Granted.
3. Denied.

4. Granted.
5. Granted.
6. 50% granted.
7. 50% granted.
8. Granted.
9. Granted.
10. Denied.
11. Granted.
12. Denied.
13. Denied.
14. Denied.
15. Denied.
16. Denied.
17. 50% granted.
18. Denied.
19. 50% granted.
20. 50% granted.

The court has also considered the arguments regarding a reasonable rate. Although the defense has argued that plaintiff failed to state their own reasonable rate the court finds sufficient evidence in the record to set a rate. Based on the materials submitted, the court further finds that a reasonable rate for Kevin McJessy and Joseph Borders is \$375 per hour and for Sheila Keating \$130 per hour.

The reasonable hours for the attorneys is 494.3 (\$185,362.50) and for the paralegal it is 48.55 (6,311.50) for a total fee award of \$185,411.05. The request for fees for out of state counsel is denied; those fees were not related to Count II.

Defendant's Motion for Post Trial Relief is denied in part and granted in part. The Motion for a New Trial or for judgment for the defense is denied. The jury heard extensive testimony and saw numerous documents in reaching a verdict. As plaintiff correctly points out, reversing a jury verdict is a high burden to meet. The court appreciates the defense arguments regarding the Miller transaction; the court stands by its previous evidentiary rulings. Obviously, letting the testimony in was prejudicial to the defense. But, given the facts of the case, the probative value outweighed any prejudice. This was a fraud claim; the jury was entitled to hear the subsequent transaction to assess the nature of the Wilson transaction. It is incredible that, even while this lawsuit was pending with the SAME car, Napleton would again not fully disclose the accident. The jury clearly found that the defense witnesses were not credible, and the court will not disturb that finding. When the evidence is viewed in a light most favorable to the plaintiff (even under the heightened burden of clear and convincing) it is more than sufficient to support the jury finding.

But the amount of damages awarded was, frankly, shocking and must be reduced. As argued by the defense, the plaintiff in this case suffered little if no actual damages. He drove the car without issue until he had reached his mileage limit. He had full use of a luxury automobile for nearly 3 years. The payments were in part made from a children's trust. He would have had to make some type of car payments as well as insurance and maintenance costs. Although plaintiff chose to abandon the difference in value damages, the actual decreased value of the Aston Martin was somewhere between \$6,000 and \$40,000. Napleton's eventually took the car back and had had least indicated a willingness to rescind the contract shortly after the lawsuit was filed. The lease was fully paid off by the defendant. The total jury award of \$1,163,544.62 on Count I is a massive windfall to a relatively undamaged plaintiff and the request for a *remititur* is granted.

The court reduces the *actual* damages as follows:

Lease payments made after the accident was discovered: \$55,442.04

Closing costs: \$3,742.53

Maintenance costs: \$4,069.42

Insurance payments: \$4,662.50

License and registration fees: \$6,700.00

In addition, the court affirms the jury award of \$25,000 for aggravation and inconvenience. In Gehrett v. Chrysler, 379 Ill. App. 162 an award for "aggravation and inconvenience" was upheld under a similar fact pattern. Although it could be argued that the Gehrett award

was for a breach of warranty claim the case law does seem to allow for damages arising out of fraudulent conduct. The jury heard testimony regarding the inability to use the car and the steps taken by the plaintiff once the fraud was discovered sufficient to support the award.

Total compensatory damage award; \$99,616.49 on Count I; the same amount is awarded on Count II but the plaintiff can only recover the award on one of the counts.

Finally, there is the issue of punitive damages. Under International Union v. Lowe, 225 Ill.2d 456 the Illinois Supreme Court considered the guideposts to be considered in awarding punitive damages. The three guideposts are the degree of reprehensibility of the misconduct, the disparity between the actual harm suffered by the plaintiff and the punitive damage award and the difference between the jury award of punitive damages and the civil penalties awarded in similar cases. Awards ranging from twice the compensatory damages to a factor of 10 have been upheld.

In examining reprehensibility several factors are considered. Physical harm versus economic harm, health and safety issues, a financially vulnerable target, repeated actions and intentional malice are to be considered. The court finds that the degree of reprehensibility is relatively minor. The court agrees that some punitive damages are warranted for the reasons set forth in plaintiff's' brief. But, based on the testimony, the lack of health and safety issues, the lack of a financially vulnerable plaintiff, the actual damages, the type of fraud alleged and the net worth of the defendant an award of \$1,000,000 is simply too high. In addition to the compensatory and punitive damage award the plaintiff will recover a large fee award on Count II. Accordingly, the punitive damages are reduced to \$400,000, approximately 4 times the compensatory award.

Judgment is entered in favor of plaintiff Jeffrey Wilson and against Defendant Napleton's Gold Coast Imports, Inc. in the amount of \$685,027.54 plus costs of \$5,040.89.

Over objection, defense Motion to Stay Enforcement is granted.

Submitted by: JUDGE DAVID E SCHWARTZ

DuPage Attorney Number:

Attorney for:

☐ PRO SE

David E. Schwartz
File Date: 10/31/2023

JUDGE DAVID E SCHWARTZ

Validation ID : DP-10312023-1058-07839

Date: 10/31/2023

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

JEFFREY WILSON

Plaintiff

-VS-

NAPLETONS GOLDCOAST IMPORTS INC

Defendant

2018L001245
CASE NUMBER**FILED**

24 Jan 22 AM 08: 24

Candice Adams

CLERK OF THE

18TH JUDICIAL CIRCUIT

DUPAGE COUNTY, ILLINOIS

ORDER

This cause coming to be heard for hearing on January 18, 2024 (i) Defendant Napleton Goldcoast Import's Inc.'s Motion for Post-Judgment Relief and Motion to Reconsider ("Defendant's Motion") and (ii) Plaintiff Jeffrey Wilson's Motion for Post-Trial Relief and Motion to Reconsider ("Plaintiff's Motion"), the Court and the parties being fully advised in the premises; IT IS HEREBY ORDERED AS FOLLOWS:

- a) the final judgment amount of the Order of October 31, 2023 is hereby amended to state that "Judgment is entered in favor of plaintiff Jeffrey Wilson and against Defendant Napleton's Goldcoast Imports, Inc. in the amount of \$698,656.38 plus costs of \$5,040.89" solely to correct the Court's mathematical error;
- b) for the reasons stated in open court, Defendant's Motion and Plaintiff's Motion are hereby denied;
- c) enforcement of the judgment is stayed until February 2, 2024 in order to allow Defendant to post an appeal bond in the amount of \$762,000.00;
- d) the parties are granted leave to file and shall file the following trial exhibits under seal: Plaintiff's Trial Exhibit 111, Plaintiff's Trial Exhibit 112, Plaintiff's Trial Exhibit 183, Plaintiff's Trial Exhibit 184, and Plaintiff's Trial Exhibit 189; and, the parties shall file the remaining trial exhibits from this Court's Order of October 23, 2023 with the Clerk of Court for the Eighteenth Judicial Circuit; and
- e) this is a final appealable order resolving all claims entered effective January 18, 2024.

Submitted by: KEVIN PATRICK MCJESSY

Attorney Firm: MCJESSY CHING & THOMPSON LLC

DuPage Attorney Number: 212326

Attorney for: PLAINTIFF

Address: 3759 NORTH RAVENSWOOD, SUITE 231

City/State/Zip: 3759 N. RAVENSWOOD AVE., SUITE 231, CHICAGO, IL 60613,
IL, 60613

Phone number: 773-880-1260

Email : mcjessy@mcandt.com

Entered:

File Date: 01/22/2024

JUDGE DAVID E SCHWARTZ

Validation ID : DP-01222024-0824-54510

Date: 01/22/2024



Napleton's Aston Martin of Chicago

217 Ogden Avenue

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(630) 960-2000

Fax: (630) 960-2112

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DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
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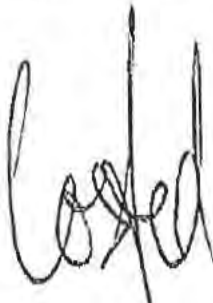
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ACCOUNT NO. 1208

WESTMONT BODY WORKS INC
433 PLAZA DRIVE
WESTMONT, IL 60559

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		123				WHOLESALE CHARGE		DOWNERS GROVE IL	
ORD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT		
1	1	0	AD43-97-10006	FINAL INSP	299.09	239.27	*239.27	 ASTON MARTIN	
2	2	0	DD43-915A01-AA	LBL-LATCH	43.03	34.42	*68.84		
1	1	0	4G43-407A74-BB	BADGE ASSY	339.78	271.82	*271.82		
1	1	0	DD43-17D957-BB	CVR ASSY F3014	282562.14	*2,562.14			
1	1	0	ED43-17626-AA	FRT LOWER	908.52	772.24	*772.24		
1	1	0	DD43-8156-BA	MESH LWR F	648.61	551.32	*551.32		
1	1	0	DD43-17757-CA	BUMPER BM	908.52	772.24	*772.24		
1	1	0	DD43-17E952-AB	FRT BUMPER	190.78	162.16	*162.16		
10	10	0	6G33-68676-AC	RIVIT	0.77	0.65	*6.50		
1	1	0	DG43-17E898-BA	FRT BMPR I	38.06	30.44	*30.44		
1	1	0	DD43-17E953-AA	FRT BUMPER	418.10	355.38	*355.38		
1	1	0	DG43-17E936-BB	INSRT FRT	178.63	142.90	*142.90		
1	1	0	CD33-3804-AC	BRKT MTG B	171.71	145.95	*145.95		
				PARTS				NO RETURN ON ELECTRICAL PARTS. ALL CLAIMS & RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.	
				SUBLET					
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PLAINTIFF'S
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ORDER PARTS.
ALL SPECIAL ORDERS MUST
BE PREPAID. RETURNED
GOODS ARE SUBJECT TO 20%
CHARGE.

NO RETURN ON ELECTRICAL
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PLAINTIFF'S
EXHIBIT

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ACCOUNT NO. 1208

WESTMONT BODY WERKS INC
433 PLAZA DRIVE
WESTMONT, IL 60559

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PAGE 2 OF 7

SHIP VIA		SLSM	B/L NO.	TERMS	F.O.B.		
		123		WHOLESALE CHARGE	DOWNERS GROVE IL		
ORD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
2	2	0	AH42-15K859-AB	PARKING AI	58.48	46.78	* 93.56
1	1	0	9G92-15K859-AB	PARKING AI	116.58	93.26	* 93.26
1	1	0	AD43-16E146-CA	BOLSTER, S	11.63	9.89	* 9.89
1	1	0	DD43-17A835-BB	NMBR PLT P	226.26	192.32	* 192.32
2	2	0	AD43-17E936-AB	INSRT FRT	39.84	31.87	* 63.74
1	1	0	DD43-8190-AA	GRILLE SUR	148.80	126.48	* 126.48
1	1	0	DD43-8A100-AC	GRILLE RAD3002	982.55	2552.53	* 2,552.53
1	1	0	DD43-15A864-AB	BRKT PRK A	25.47	20.37	* 20.37
1	1	0	DD43-15A861-AB	BRKT PRK A	25.47	20.37	* 20.37
1	1	0	AD43-1A192-AA	TPMS 433 A	244.24	195.39	* 195.39
1	1	0	AD43-562019-EA	TPMS ANT B	23.68	18.94	* 18.94
1	1	0	7G33-19E642-AB	AMBIENT AI	32.06	25.64	* 25.64
1	1	0	AD23-13A803-BA	HORN ASSY	64.29	51.43	* 51.43
				PARTS			NO RETURN ON ELECTRICAL PARTS. ALL CLAIMS & RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.
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DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
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ACCOUNT NO. 1208

WESTMONT BODY WERKS INC
433 PLAZA DRIVE
WESTMONT, IL 60559

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PAGE 3 OF 7

SHIP VIA		SLSM.	B/L NO.	TERMS	F.O.B.		
		123		WHOLESALE CHARGE	DOWNERS GROVE IL		
ORD.	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	DG43-16612-AG	HOOD ASSY	4697.13	3992.56	\$3,992.56
1	1	0	4G43-64-10063	BONNET LAT	23.27	18.61	\$18.61
1	1	0	DD43-5284-AD	STRIKER/RE	114.49	91.59	\$91.59
1	1	0	DD43-16B769-AC	LATCH ASY	95.41	76.32	\$76.32
1	1	0	DD43-16A945-AA	SECOND LAT	45.78	36.62	\$36.62
1	1	0	DD43-405C45-AD	SEC LATCH	99.15	79.32	\$79.32
1	1	0	DD43-16005-AD	FRT FENDER	2450.30	2082.75	\$2,082.75
1	1	0	DD43-166563-AA	FRT WHL AR	524.41	419.52	\$419.52
1	1	0	4G43-16A014-AF	WTHR STP H	44.55	37.87	\$37.87
1	1	0	4G43-16A015-AF	WTHR STP H	44.55	37.87	\$37.87
1	1	0	AD43-F20556-AB	DR MARGIN	121.18	103.00	\$103.00
1	1	0	AD43-F20557-AB	DR MARGIN	121.18	103.00	\$103.00
1	1	0	ED43-F25324-BA	MRGN SL LW	152.05	121.64	\$121.64
				PARTS			NO RETURN ON ELECTRICAL PARTS. ALL CLAIMS & RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.
				SUBLET			
				FREIGHT			
				SALES TAX			
				TOTAL			



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GOODS ARE SUBJECT TO 20%
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DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
12 DEC 14	52378	12 DEC 14	12 DEC 14	101205

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ACCOUNT NO. 1208

WESTMONT BODY WERKS INC
433 PLAZA DRIVE
WESTMONT, IL 60559

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PAGE 4 OF 7

SHIP VIA		SLSM.	BA NO.	TERMS	F.O.B.		
		123		WHOLESALE CHARGE	DOWNERS GROVE IL		
ORD.	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	ED43-F25325-BA	MGRN SL LW	152.05	121.64	*121.64
1	1	0	AD43-13W029-CD	HEADLAMP A3710	613154.02		*3,154.02
1	1	0	AD43-13W030-CD	HEADLAMP A3710	613154.02		*3,154.02
2	2	0	4G43-15A424-AA	SIDE MARKE	64.91	51.92	*103.84
1	1	0	4G43-9600-CD	AIRBOX ASS	353.00	282.40	*282.40
1	1	0	4G43-9600-BD	AIRBOX ASS	353.00	282.40	*282.40
1	1	0	4G43-9A675-CD	DUCT - AIR	183.13	146.50	*146.50
1	1	0	4G43-9A675-BD	DUCT - AIR	183.13	146.50	*146.50
2	2	0	4G43-12B612-AB	BDY-ENG EL	25.23	20.18	*40.36
2	2	0	9G43-8777-CA	CLAMP HOSE	6.32	5.37	*10.74
1	1	0	9G43-445396-AA	MATRIX OIL	1177.71	1001.05	*1,001.05
1	1	0	32-85306	SEAL-RADIA	18.14	15.42	*15.42
2	2	0	8D33-60155-AA	CLAMP - PA	5.95	4.76	*9.52
				PARTS			NO RETURN ON ELECTRICAL PARTS. ALL CLAIMS & RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.
				SUBLET			
				FREIGHT			
				SALES TAX			
				TOTAL			

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DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
12 DEC 14	53378	12 DEC 14	12 DEC 14	101205

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ACCOUNT NO. 1208

WESTMONT BODY WERKS INC
433 PLAZA DRIVE
WESTMONT, IL 60559

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PAGE 5 OF 7

SHIP VIA		SLSM.		B/L NO.		TERMS		F.O.B.	
		123				WHOLESALE CHARGE		DOWNERS GROVE IL	
ORD.	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT		
2	2	0	4G43-6C727-AA	CLIP PIP O	1.07	0.85	¥1.70		
1	1	0	CD33-3D746-AA	COOLER ASY	410.71	328.56	¥328.56		
1	1	0	8D33-8005-AC	RADIATOR A	1419.24	1135.39	¥1,135.39		
1	1	0	9G43-19710-AA	CONDENSER	669.03	568.68	¥568.68		
1	1	0	8D33-8C607-AD	FAN MODULE	986.77	789.41	¥789.41		
1	1	0	4G43-C8585-BA	FOAM PAD	6.47	5.17	¥5.17		
1	1	0	CG43-F8B171-AA	FOAM SEAL-	12.16	9.72	¥9.72		
1	1	0	CG43-F8B170-AA	FOAM SEAL-	12.16	9.72	¥9.72		
1	1	0	8D33-8C477-AA	FOAM SEAL	21.92	17.53	¥17.53		
1	1	0	DG43-8136-BA	GRL ASSY R	695.68	591.33	¥591.33		
1	1	0	DG43-F01991-AC	PNL VEN AI	389.11	311.28	311.28		
1	1	0	DG43-F01990-AC	PNL VEN AI	389.11	311.28	311.28		
1	1	0	DD43-8052-AA	CVR ASY RA	288.92	231.13	231.13		
				PARTS				 ASTON MARTIN NO RETURN ON SPECIAL ORDER PARTS. ALL SPECIAL ORDERS MUST BE PREPAID. RETURNED GOODS ARE SUBJECT TO 20% CHARGE. NO RETURN ON ELECTRICAL PARTS. ALL CLAIMS & RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.	
				SUBLET					
				FREIGHT					
				SALES TAX					
				TOTAL					



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GOODS ARE SUBJECT TO 20%
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DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
12 DEC 14	53378	12 DEC 14	12 DEC 14	101205

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ACCOUNT NO. 1208

WESTMONT BODY WERKS INC
433 PLAZA DRIVE
WESTMONT, IL 60559

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PAGE 6 OF 7

SHIP VIA		SLSM.	B/L NO.	TERMS	F.O.B.		
		123		WHOLESALE CHARGE	DOWNERS GROVE IL		
ORD.	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	DD43-30908-AB	RH CHN STF	38.06	30.44	30.44
1	1	0	8G43-2943751-AB	RAD SUPT B	84.92	67.93	67.93
1	1	0	ED43-38B30-AA	CNTR CHN S	112.09	89.67	89.67
2	2	0	8D33-42761-AA	CVR ASY-RA	4.79	3.83	7.66
1	1	0	CD33-17E671-AA	BMFR FM UP	68.65	54.92	54.92
1	1	0	CD33-17E670-AA	BMFR FM UP	68.65	54.92	54.92
1	1	0	DD43-334611-AA	BMFR INTF	76.04	60.83	60.83
1	1	0	DD43-334610-AA	BMFR INTF	76.04	60.83	60.83
2	2	0	CG43-403D62-AA	SE UPR PNL	2.53	2.02	4.04
1	1	0	DD43-5E209-BB	UNDERTRAY	1462.23	1169.78	1,169.78
1	1	0	7G43-10609E-AA-PK	CLIP SPG M	10.72	8.57	8.57
1	1	0	6G33-19H373-BA	FLUID HYD	45.13	36.10	36.10
5	5	0	1R12-322666-AA	COOLANT AN	26.46	21.16	105.80
				PARTS			NO RETURN ON ELECTRICAL PARTS. ALL CLAIMS & RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.
				SUBLET			
				FREIGHT			
				SALES TAX			
				TOTAL			



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DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
12 DEC 14	53378	12 DEC 14	12 DEC 14	101205

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ACCOUNT NO. 1208

WESTMONT BODY WERKS INC
433 PLAZA DRIVE
WESTMONT, IL 60559

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PAGE 7 OF 7

SHIP VIA		SLSM.		S/L NO.		TERMS		F.O.B.	
		123				WHOLESALE CHARGE		DOWNERS GROVE IL	
ORD.	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT		
4	4	0	4G43-19A509-AA/S	TRANS FLUI	60.03	48.02	192.08		
1	1	0	DD43-V17N800-AC	CRASH CAN	407.50	326.00	326.00		
Cashed									



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NO RETURN ON ELECTRICAL PARTS. ALL CLAIMS & RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.

THANK YOU FOR CHOOSING THE NEW NAPLETON'S ASTON MARTIN of CHICAGO WE ALSO HAVE SAAB PARTS CALL US AT (630)960-2000 FAX# (630)963-0997		PARTS	31,794.67
		SUBLET	
		FREIGHT	0.00
		SALES TAX	0.00
		TOTAL	\$31,794.67



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DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
17 DEC 14	53378	17 DEC 14	17 DEC 14	101209

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WESTMONT BODY WERKS INC
433 PLAZA DRIVE
WESTMONT, IL 60559

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SHIP VIA		SLSM.	B/L NO.	TERMS		F.O.B.	
		123		WHOLESALE CHARGE		DOWNERS GROVE IL	
ORD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	CG43-8N301-AA	FOAM SEAL	25.72	20.57	20.57
1	1	0	DG43-10853-AB	MBR FRT CS	137.36	109.88	109.88
1	1	0	DD43-16006-AD	FRT FENDER	2450.30	2082.75	2,082.75
1	1	0	DD43-30907-AB	LH CHN STF	30.41	25.85	25.85
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THANK YOU FOR CHOOSING THE NEW NAPLETON'S ASTON MARTIN of CHICAGO WE ALSO HAVE SAAB PARTS CALL US AT (630) 960-2000 FAX# (630) 963-0997					PARTS	2,239.05	
					SUBLET		
					FREIGHT	0.00	
					SALES TAX	0.00	
					TOTAL	\$2,239.05	



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DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
15 JAN 15	S3378	15 JAN 15	15 JAN 15	101243

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ACCOUNT NO. 1208

WESTMONT BODY WERKS INC
433 PLAZA DRIVE
WESTMONT, IL 60559

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PAGE 1 OF 2

SHIP VIA		SLSM.	B/L NO.	TERMS	F.O.B.		
		123		WHOLESALE CHARGE	DOWNERS GROVE IL		
ORD.	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
2	✓	0	DG43-11028-AA	BLANKING P	1.28	1.02	2.04
1	✓	0	DD43-15K877-AC	FRONT BUMP	118.06	94.44	94.44
1	✓	0	6G33-FA0115-AB-PK	SCREW-M6X2	15.62	12.49	12.49
2	✓	0	702514	SCR M6 X 1	1.21	0.96	1.92
1	✓	0	702520-PK	CLIP 8.5X1	5.35	4.28	4.28
2	✓	0	4G43-16K808-AB	SUPT HOOD	1.28	1.02	2.04
1	✓	0	EG43-973268-AA	LABELS EMI	31.36	25.08	25.08
1	✓	0	DD43-17630-AB	FRT LWR SP	23.38	18.70	18.70
1	✓	0	4G43-17F773-AB-PK	RET GRILLE	3.09	2.47	2.47
2	✓	0	704383	EDGE CLIP	0.29	0.23	0.46
4	✓	0	8G43-13037-AA	H/LAMP ADJ	11.10	8.88	35.52
6	✓	0	DG43-219005-AA	SCREW 4.2	1.36	1.08	6.48
1	✓	0	697251-PK	NUT-M5 FLG	8.05	6.44	6.44
 ASTON MARTIN				PARTS			NO RETURN ON SPECIAL ORDER PARTS. ALL SPECIAL ORDERS MUST BE PREPAID. RETURNED GOODS ARE SUBJECT TO 20% CHARGE.
				SUBLET			
				FREIGHT			
				SALES TAX			
				TOTAL			

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DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
15 JAN 15		15 JAN 15	15 JAN 15	101243

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ACCOUNT NO. 1208

WESTMONT BODY WERKS INC
433 PLAZA DRIVE
WESTMONT, IL 60559

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PAGE 2 OF 2

SHIP VIA		SLSM.	B/L NO.	TERMS	F.O.B.		
		123		WHOLESALE CHARGE	DOWNERS GROVE IL		
ORD.	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
4	✓	0	701447	SCREW 4X12	0.21	0.16	0.64
6	✓	0	703155	SCREW/WASH	0.96	0.76	4.56
1	✓	0	DG43-17E937-BB	INSRT FRT	182.20	145.76	145.76
2	✓	0	6G33-16E146-DC	BOLSTER ST	11.29	9.03	18.06
2	✓	0	703199	BOLT M6X30	0.46	0.36	0.72
8	✓	0	703742	FASTENER 6	0.35	0.28	2.24
12	✓	0	704495	SCREW-M8X3	0.55	0.44	5.28
2	✓	0	4G43-6367912-AC	NUT PLT AS	12.13	9.70	19.40
1	✓	0	DG43-13068-AB	PNL HD/LP	147.88	118.30	118.30
1	✓	0	DG43-13069-AB	PNL HD/LP	147.88	118.30	118.30
				PARTS		645.62	
				SUBLET			
				FREIGHT		0.00	
				SALES TAX		0.00	
				TOTAL		\$645.62	



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PARTS. ALL CLAIMS &
RETURNED GOODS MUST BE
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DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
16 JAN 15	53378	16 JAN 15	16 JAN 15	101246

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ACCOUNT NO. 1208

WESTMONT BODY WERKS INC
433 PLAZA DRIVE
WESTMONT, IL 60559

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SHIP VIA		SLSM.	B/L NO.	TERMS	F.O.B.		
		123		WHOLESALE CHARGE	DOWNERS GROVE IL		
ORD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	DD43-V17N800-AC	CRASH CAN	407.50	326.00	326.00
 ASTON MARTIN				 ASTON MARTIN NO RETURN ON SPECIAL ORDER PARTS. ALL SPECIAL ORDERS MUST BE PREPAID. RETURNED GOODS ARE SUBJECT TO 20% CHARGE. NO RETURN ON ELECTRICAL PARTS. ALL CLAIMS & RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.			
THANK YOU FOR CHOOSING THE NEW NAPLETON'S ASTON MARTIN of CHICAGO WE ALSO HAVE SAAB PARTS CALL US AT (630) 960-2000 FAX# (630) 963-0997				PARTS		326.00	
				SUBLET			
				FREIGHT		0.00	
				SALES TAX		0.00	
				TOTAL		\$326.00	

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DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
30 JAN 15	53378	30 JAN 15	30 JAN 15	101259

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433 PLAZA DRIVE
WESTMONT, IL 60559

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SHIP VIA		SLSM.		B/L NO.		TERMS		F.O.B.	
		123				WHOLESALE CHARGE		DOWNERS GROVE IL	
ORD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT		
1	1	0	ED43-F20556-BA	WSTRIP MGI	138.61	110.88	110.88		
1	1	0	ED43-F20557-BA	WSTRIP MGI	138.61	110.88	110.88		
1	1	0	AD43-10630-BB	REAR QTR T	36.70	29.36	29.36		
1	1	0	AD43-10631-BB	REAR QTR T	36.70	29.36	29.36		
				 ASTON MARTIN					
				NO RETURN ON SPECIAL ORDER PARTS. ALL SPECIAL ORDERS MUST BE PREPAID. RETURNED GOODS ARE SUBJECT TO 20% CHARGE.					

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DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
27 JAN 15	53378	27 JAN 15	27 JAN 15	101257

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PAGE 1 OF 1

SHIP VIA		SLSM.	B/L NO.	TERMS	F.O.B.		
		123		WHOLESALE CHARGE	DOWNERS GROVE IL		
ORD.	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	CG43-37-11336	SWITCH-HOO	17.37	13.89	13.89
1	1	0	4G43-3R700-AB	RESVR & CA	72.60	58.08	58.08
			Part number	4G43-3R700-AB		replaces	4G43-3R
1	1	0	699545	HOSE CLAMP	3.38	2.70	2.70
1	1	0	701349	CLAMP HOSE	0.96	0.76	0.76
4	4	0	1R12-322666-AA	COOLANT AN	26.46	21.16	84.64
							
				ASTON MARTIN			
				NO RETURN ON SPECIAL ORDER PARTS. ALL SPECIAL ORDERS MUST BE PREPAID. RETURNED GOODS ARE SUBJECT TO 20% CHARGE.			
				NO RETURN ON ELECTRICAL PARTS. ALL CLAIMS & RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.			
				PARTS		160.07	
				SUBLET			
				FREIGHT		0.00	
				SALES TAX		0.00	
				TOTAL		\$160.07	

THANK YOU FOR CHOOSING THE NEW
NAPLETON'S ASTON MARTIN OF CHICAGO
WE ALSO HAVE SAAB PARTS
CALL US AT (630) 960-2000
FAX# (630) 963-0997

CUSTOMER COPY
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C 12737 V7



Napleton's Aston Martin of Chicago

217 Ogden Avenue
Downers Grove, IL 60515

(630) 960-2000
Fax: (630) 960-2112

ASTON MARTIN

www.napletonsastonmartinofchicago.com

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DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
25 FEB 15	53378	25 FEB 15	25 FEB 15	101278

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ACCOUNT NO. 1208

WESTMONT BODY WERKS INC
433 PLAZA DRIVE
WESTMONT, IL 60559

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PAGE 1 OF 1

SHIP VIA		SLSM.	B/L NO.	TERMS	F.O.B.		
		123		WHOLESALE CHARGE	DOWNERS GROVE IL		
ORD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
10	10	0	6G33-68676-AC	RIVIT	0.77	0.61	6.10
3	3	0	703144	BOLT M6X45	0.71	0.56	1.68
1	1	0	697810-PK	WSHR-M6X25	6.77	5.41	5.41
1	1	0	DD43-17K853-AA	FED PLINTH	9.07	7.71	7.71
THANK YOU FOR CHOOSING THE NEW NAPLETON'S ASTON MARTIN of CHICAGO WE ALSO HAVE SAAB PARTS CALL US AT (630) 960-2000 FAX# (630) 963-0997							
PARTS						20.90	
SUBLET							
FREIGHT						0.00	
SALES TAX						0.00	
TOTAL						\$20.90	



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NO RETURN ON SPECIAL
ORDER PARTS.
ALL SPECIAL ORDERS MUST
BE PREPAID, RETURNED
GOODS ARE SUBJECT TO 20%
CHARGE.

NO RETURN ON ELECTRICAL
PARTS. ALL CLAIMS &
RETURNED GOODS MUST BE
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DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
02 MAR 15	53378	02 MAR 15	02 MAR 15	101279

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ACCOUNT NO. 1208

WESTMONT BODY WERKS INC
433 PLAZA DRIVE
WESTMONT, IL 60559

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PAGE 1 OF 1

SHIP VIA		SLSM.	B/L NO.	TERMS	F.O.B.		
		123		WHOLESALE CHARGE	DOWNERS GROVE IL		
ORD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	DG43-16430-AA	REINF HOOD	90.65	72.52	72.52
1	1	0	DG43-16431-AA	REINF HOD	73.67	58.93	58.93
CARLTON JONES							
Cashed							
THANK YOU FOR CHOOSING THE NEW NAPLETON'S ASTON MARTIN of CHICAGO WE ALSO HAVE SAAB PARTS CALL US AT (630) 960-2000 FAX# (630) 963-0997					PARTS 131.45 SUBLET FREIGHT 0.00 SALES TAX 0.00 TOTAL \$131.45		



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DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
24 APR 15	53378	24 APR 15	24 APR 15	101346

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ACCOUNT NO. 1208

WESTMONT BODY WERKS INC
433 PLAZA DRIVE
WESTMONT, IL 60559

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PAGE 1 OF 1

SHIP VIA		SLSM.	B/L NO.	TERMS	F.O.B.		
		123		WHOLESALE CHARGE	DOWNERS GROVE IL		
ORD.	SHIP.	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	AD43-611B70-BFW	BLT RTR FR	1679.60	1343.68	1,343.68
1	1	0	AD43-611B68-BFW	BLT RTR FR	653.18	522.54	522.54
				<i>Costed</i>			
THANK YOU FOR CHOOSING THE NEW NAPLETON'S ASTON MARTIN of CHICAGO WE ALSO HAVE SAAB PARTS CALL US AT (630) 960-2000 FAX# (630) 963-0997					PARTS		1,866.22
					SUBLET		
					FREIGHT		0.00
					SALES TAX		0.00
					TOTAL		\$1,866.22



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DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
29 APR 15	53378	29 APR 15	29 APR 15	101351

PAGE 1 OF 1

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ACCOUNT NO. 1208

WESTMONT BODY WERKS INC
433 PLAZA DRIVE
WESTMONT, IL 60559

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SHIP VIA			SLSM. 123	B/L NO.	TERMS WHOLESALE CHARGE	F.O.B. DOWNERS GROVE IL	
ORD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	DD43-14C246-AA	REST CONTR	443.21	354.56	354.56
					Costed		
THANK YOU FOR CHOOSING THE NEW NAPLETON'S ASTON MARTIN of CHICAGO WE ALSO HAVE SAAB PARTS CALL US AT (630) 960-2000 FAX# (630) 963-0997							
					PARTS	354.56	
					SUBLET		
					FREIGHT	0.00	
					SALES TAX	0.00	
					TOTAL	\$354.56	



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BE PREPAID. RETURNED
GOODS ARE SUBJECT TO 20%
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PARTS, ALL CLAIMS &
RETURNED GOODS MUST BE
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DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
10 MAR 15		16 MAR 15	16 MAR 15	101291

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ACCOUNT NO. 1209
WESTMONT BODY WERKS INC
433 PLAZA DRIVE
WESTMONT, IL 60559

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PAGE 1 OF 1

SHIP VIA			SLSM 123		BL NO.		TERMS WHOLESALE CHARGE		F.O.B. DOWNERS GROVE IL		
ORD	SHIP	B.O.	PART NUMBER		DESCRIPTION	LIST	NET	AMOUNT			
2	2	0	704076		AUTOMOTIVE	273.31	218.64	437.28			
CARLTON JONES											
THANK YOU FOR CHOOSING THE NEW NAPLETON'S ASTON MARTIN of CHICAGO WE ALSO HAVE SAAB PARTS CALL US AT (630) 960-2000 FAX# (630) 963-0997					PARTS			437.28			
					SUBLET						
					FREIGHT			0.00			
					SALES TAX			0.00			
					TOTAL			\$437.28			



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NO RETURN ON SPECIAL ORDER PARTS. ALL SPECIAL ORDERS MUST BE PREPAID. RETURNED GOODS ARE SUBJECT TO 20% CHARGE.

NO RETURN ON ELECTRICAL PARTS. ALL CLAIMS & RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.

ASTON MARTIN

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ORDER PARTS.
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GOODS ARE SUBJECT TO 20%
CHARGE.

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PARTS. ALL CLAIMS &
RETURNED GOODS MUST BE
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\$437.28

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DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
10 MAR 15		16 MAR 15	16 MAR 15	101291

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ACCOUNT NO. 1208
WESTMONT BODY WERKS INC
433 PLAZA DRIVE
WESTMONT, IL 60559

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PAGE 1 OF 1

SHIP VIA			SLSM 123	BL NO.	TERMS WHOLESALE CHARGE	F.O.B. DOWNERS GROVE IL		
ORD	SHIP	B.O.	PART NUMBER		DESCRIPTION	LIST	NET	AMOUNT
2	2	0	704076		AUTOMOTIVE	273.31	218.64	437.28
			CARLTON JONES		Costed			
THANK YOU FOR CHOOSING THE NEW NAPLETON'S ASTON MARTIN of CHICAGO WE ALSO HAVE SAAB PARTS CALL US AT (630) 960-2000 FAX# (630) 963-0997					PARTS		437.28	
					SUBLET			
					FREIGHT		0.00	
					SALES TAX		0.00	
					TOTAL		\$437.28	

Costed

4/21/2015

5539329
NAPLETON'S ASTON MARTIN
217 OGDEN AVENUE
DOWNERS GROVE, IL 60515
630-960-2000

53378

13637



Napleton's Aston Martin
of Chicago
217 Ogden Avenue
Downers Grove, IL 60515
(630) 960-2000
Fax: (630) 960-2112

INVOICE

ASTON MARTIN

Sale

PAGE 1

WEST

NT: 832-233-3150

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LL:	SERVICE ADVISOR: 100 FILIPPO PRINCIPATO				
MAKE/MODEL	VIN		LICENSE	MILEAGE IN/OUT	
MARTIN RAPIDE	SCFHDDAT7EGF03597			3726/3726	
ARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
	18:00 29DEC15			CASH	12FEB15
READY	OPTIONS: STK:AM1652				

XXXXXXXXXXXX1162
MASTERCARD Entry Method: Swiped
02/13/15 14:14:32
Inv #: 000004 Acct Code: 013400
Approved: Online Batch#: 000057
Amount: \$ 690.62
Tax: \$ 15.15
Total: \$ 705.77

Customer Copy
THANK YOU!

E HOURS	LIST	NET	TOTAL
S REQUEST TO CHECK AND FILL TRANS FLUID FILL TRANS FLUID LEVEL AND CHECK SYSTEM OPERATION. LL OF SYSTEM AS REQUESTED/ JOB COMPLETED			

LABOR:	169.00	OTHER:	0.00	TOTAL LINE A:	169.00
--------	--------	--------	------	---------------	--------

PER WESTMONT BODYWERKS FOR INSURANCE CLAIM.

B WESTMONT BODY WERKS REQUEST TO PERFORM COOLANT SYSTEM FLUID LEVEL
CHECK AND FILL
CAUSE: PERFORM COOLANT SYSTEM DRAIN AND FILL, REMOVE AND REPLACE DRIVE
BELT THAT IS DAMAGED AND TOP OFF POWER STEERING FLUID SYSTEM
FLUID

39 PERFORMED COOLANT SYSTEM FILL AND CHECK OF SYSTEM.	122 CA	84.50	84.50
--	--------	-------	-------

39 VEHICLE POWER STEERING FLUID LOW NECC TO FILL SYSTEM, NO CHARGE FOR LABOR	122 CA	0.00	0.00
---	--------	------	------

1 6G33-19H373-BA FLUID HYD ASM S-CAM	47.03	47.03	47.03
--------------------------------------	-------	-------	-------

39 REMOVE AND REPLACE DRIVE BELT THAT HAS POWER STEERING FLUID ON IT AND HAS JUMPED/ TORN UP. JOB COMPLETED	122 CA	253.50	253.50
---	--------	--------	--------

1 4G4E-8620-AA FEAD DRIVE BELT	136.59	136.59	136.59
--------------------------------	--------	--------	--------

PARTS:	183.62	LABOR:	338.00	OTHER:	0.00	TOTAL LINE B:	521.62
--------	--------	--------	--------	--------	------	---------------	--------

JOB COMPLETED AS REQUESTED.

Your Continued Satisfaction Is Our Primary Concern
(0516)

*Thank You For
Your Business!*

Arbitration Agreement

Customer and the dealer agree that all claims, demands, disputes, or controversies of every kind or nature that may arise between the customer and dealer related to the servicing of the vehicle shall be settled by binding arbitration in accordance with the "Supplementary Procedures For Consumer - Related Disputes" rules of the American Arbitration Association then in effect, such arbitration shall be held in Chicago, IL, and judgment upon the award rendered by the Arbitrator(s) may be entered by any court having jurisdiction thereof.

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	507.00
PARTS AMOUNT	183.62
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	690.62
LESS ADJUSTMENTS	0.00
SALES TAX	15.15
PLEASE PAY THIS AMOUNT	705.77

We sincerely appreciate your business!
C 12743 V7

53318
SCAR & FINE

CUSTOMER #: 2333150

14124



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of Chicago

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Downers Grove, IL 60515
(630) 960-2000
Fax: (630) 960-2112

INVOICE

ASTON MARTIN

CARLTON JONES
2100 N LINCOLN PARK WEST
CHICAGO, IL 60614

HOME: 832-233-3150 CONT: 832-233-3150

BUS: CELL:

PAGE 1

SERVICE ADVISOR: 100 FILIPPO PRINCIPATO

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COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN/OUT		TAG
STRATUS WH	14	ASTON MARTIN RAPIDE		SCFHDDAT7EGF03597		3786/3786		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	
27NOV13 DE			18:00 29DEC15			CASH	28MAY15	

R.O. OPENED READY OPTIONS: STK:AM1652

10:06 28MAY15 10:14 28MAY15

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER REQUEST (WESTMONT BODY WERKS TO CHECK VEHICLE A/C SYSTEM NOT WORKING AND ADVISE

CAUSE: SHOP CHARGE FOR NECCECARY MATERIAL, FOR WIRING REPAIR,

DIAG PERFORM DIAGNOSTIC INSPECTION, AND WIRING

REPAIR TO COMPRESSOR CONNECTOR THAT WAS

DAMAGED. JOB COMPLETED

122 CA

422.50 422.50

PARTS: 0.00 LABOR: 422.50 OTHER: 0.00 TOTAL LINE A: 422.50

PERFORM WIRING FAULT TRACE AND FOUND WIRING DAMAGED TO A/C

COMPRESSOR CONNECTOR WHICH REQUIRED REPAIR FOR A/C SYSTEM JOB

COMPLETED AS REQUESTED PER WESTMONT BODY WERKS.

ASTON MARTIN
POSTED

Your Continued Satisfaction Is Our Primary Concern

Thank You For
Your Business!

Arbitration Agreement

Customer and the dealer agree that all claims, demands, disputes, or controversies of every kind or nature that may arise between the customer and dealer related to the servicing of the vehicle shall be settled by binding arbitration in accordance with the "Supplementary Procedures For Consumer-Related Disputes" rules of the American Arbitration Association. In effect, such arbitration shall be held in Chicago, IL, and judgment upon the award rendered by the Arbitrator(s) may be entered by any court having jurisdiction thereof.

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CUSTOMER SIGNATURE

DESCRIPTION

TOTALS

LABOR AMOUNT	422.50
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	35.00
TOTAL CHARGES	457.50
LESS ADJUSTMENTS	0.00
SALES TAX	2.89
PLEASE PAY THIS AMOUNT	460.39

We sincerely appreciate your business!

CUSTOMER COPY

CUSTOMER #: 2333150

13917



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of Chicago
217 Ogden Avenue
Downers Grove, IL 60515
(630) 960-2000
Fax: (630) 960-2112

INVOICE

ASTON MARTIN

CARLTON JONES
2100 N LINCOLN PARK WEST
CHICAGO, IL 60614
HOME: 832-233-3150 CONT: 832-233-3150
BUS: CELL:

PAGE 1

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SERVICE ADVISOR: 100 FILIPPO PRINCIPATO

COLOR		YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN/ OUT		TAG
STRATUS WH		14	ASTON MARTIN RAPIDE		SCFHDDAT7EGF03597		3728/3728		T630
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
27NOV13 DL			18:00 29DEC15				CASH	22MAY15	
R.O. OPENED		READY		OPTIONS: STK:AM1652					

14:19 14APR15 09:48 22MAY15

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CHECK VEHICLE FOR FAULT LIGHTS THAT ARE ON IN DASH AND ADVISE

-WESTMONTBODY WERKS-

CAUSE: PERFORMED DIAGNOSTIC SCAN OF VEHICLE, FOUND VEHICLE AIR BAG MODULE FAULTS AND BOTH DRIVERS AND PASSANGER SIDE PRE TENSIONER FAULTS RECOMMENDED TO REMOVE AND REPLACE MODULE AND SEAT BELT PRETENSIONERS FOR FRONT SEATS, ALSO VEHICLE CHECK ENGINE LIGHT IS ON, SCANNED VEHICLE AND PERFORMED ENGINE ON RUN TEST AS NEEDED VEHICLE PASSED ENGINE ON RUN TEST CLEARED FAULTS AND RETESTED NO CODES RETURNED.

DIAG PERFORM DIAGNOSTIC SCAN AND INSPECTION OR AIR BAG FAULT SYSTEM, PERFORM DIAGNOSTIC INSPECTION FOR CHECK ENGINE LIGHT THAT IS ON.

122	CA				169.00	169.00
39	PERFORM FACTORY REQUIRED SOFTWARE DOWNLOAD OF ALL REQUIRED ZIP FILES TO CODE AIRBAG MODULE AND CLEAR FAULTS AFTER COMPLETED					
122	CA				422.50	422.50
39	PERFORM ENGINE ON RUN TEST WITH DIAGNOSTIC SCAN TOOL TO ENSURE ENGINE PERFORMANCE AND FAULTS CHECK OK. CLEAR CHECK ENGINE LIGHT FAULT.					

PARTS: 0.00 LABOR: 845.00 OTHER: 0.00 TOTAL LINE A: 845.00

COMPLETED ALL DIAGNOSTIC REQUESTED AND CLEARED ALL FAULTS, BODY SHOP RETURNED WITH VEHICLE AFTER INSTALL OF AIR BAG MODULE AND PRE TENSIONERS TO CLEAR FAULTS, AIR BAG MODULE REQUIRED SPECIAL SOFTWARE PROGRAM DOWNLOAD FROM MANUFACTURE.

B** CHECK VEHICLE FOR LEFT REAR TAIL LAMP HAS A EXCESSIVE AMOUNT OF WATER IN IT AND ADVISE

CAUSE: VERIFIED CONCERN OF WATER INGRESS EXCESSIVE AMOUNT WATER BUILDING TO A DRIP.

17.03.AA LEFT HAND SIDE REAR LAMP RENEW/REPLACE

*Thank You For
Your Business!*

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		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS ADJUSTMENTS	
		SALES TAX	
CUSTOMER SIGNATURE		PLEASE PAY THIS AMOUNT	

We sincerely appreciate your business!

CUSTOMER COPY

CUSTOMER #: 2333150

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INVOICE

ASTON MARTIN

CARLTON JONES
2100 N LINCOLN PARK WEST
CHICAGO, IL 60614

HOME: 832-233-3150 CONT: 832-233-3150

PAGE 2

BUS:		CELL:		SERVICE ADVISOR: 100 FILIPPO PRINCIPATO		www.napletonsastonmartinofchicago.com	
COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
STRATUS WH	14	ASTON MARTIN RAPIDE	SCFHDDAT7EGF03597		3728/3728	T630	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV13 DL			18:00 29DEC15			CASH	22MAY15
R.O. OPENED		READY		OPTIONS: STK:AM1652			

14:19 14APR15 09:48 22MAY15

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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ASSEMBLY

119 WA

1 8D33-13405-AL REAR LAMP ASSY LH

(N/C)

3 4G43-13520-AA TAIL LAMP FIX SEAL

(N/C)

(N/C)

FC: WATERINGRESS

PART#: 8D33-13405-AL

COUNT:

CLAIM TYPE: WAR

AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

ASTON MARTIN

COSTED

Your Continued Satisfaction Is Our Primary Concern

Thank You For
Your Business!

Arbitration Agreement

Customer and the dealer agree that all claims, demands, disputes, or controversies of every kind or nature that may arise between the customer and dealer related to the servicing of the vehicle shall be settled by binding arbitration in accordance with the "Supplementary Procedures for Consumer-Related Disputes" rules of the American Arbitration Association. In effect, such arbitration shall be held in Chicago, IL, and judgement upon the award rendered by the Arbitrator(s) may be entered by any court having jurisdiction thereof.

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

DESCRIPTION

TOTALS

LABOR AMOUNT	845.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	16.90
TOTAL CHARGES	861.90
LESS ADJUSTMENTS	0.00
SALES TAX	1.39
PLEASE PAY THIS AMOUNT	863.29

We sincerely appreciate your business!

CUSTOMER COPY

53378
Scan & File

SRS QUOTE FROM
DEALER.

REPAIR ORDER #

TECH#

DESCRIPTION	PART #	IN STOCK	QTY	EACH PART	PARTS TOTAL	HOURS	LABOR \$	TAX	TOTAL
L/F SEATBELT	AD43-611B70-BFW		1	\$ 1,679.60	\$ 1,679.60	1.65	\$ -	\$ 138.57	\$1,818.17
					\$ -		\$ -	\$ -	\$ -
R/F SEATBELT	AD43-611B68-BFW		1	\$ 653.18	\$ 653.18	1.65	\$ -	\$ 53.89	\$ 707.07
					\$ -		\$ -	\$ -	\$ -
MODULE	DD43-14C246-AA		1	\$ 443.21	\$ 443.21	4.0	\$ Rept	\$ 36.56	\$ 479.77
					\$ -		\$ -	\$ -	\$ -
					\$ -		\$ -	\$ -	\$ -
					\$ -		\$ -	\$ -	\$ -
					\$ -		\$ -	\$ -	\$ -
					\$ -		\$ -	\$ -	\$ -
					\$ -		\$ -	\$ -	\$ -
Diam Check	Engine Clear Faults Rept				\$ -	1.5	\$ -	\$ -	\$ -
Brake Booster					\$ -		\$ -	\$ -	\$ -
					\$ -		\$ -	\$ -	\$ -
					\$ -		\$ -	\$ -	\$ -
					\$ -		\$ -	\$ -	\$ -
clear faults					\$ -		\$ -	\$ -	\$ -
					\$ -		\$ -	\$ -	\$ -
					\$ -		\$ -	\$ -	\$ -
					\$ -		\$ -	\$ -	\$ -
					\$ -		\$ -	\$ -	\$ -
					\$ -		\$ -	\$ -	\$ -
					\$ -		\$ -	\$ -	\$ -
					\$ -		\$ -	\$ -	\$ -

SPECIAL INSTRUCTIONS

TOW

RENTAL

SUBTOTAL

DEDUCTIBLE

AUTHORIZED SIGNATURE

DATE

TIME

AUTHORIZED TOTAL \$ -

8.80 hours

**APPEAL TO THE ILLINOIS APPELLATE COURT
THIRD DISTRICT
FROM THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS**

JEFFREY WILSON,

Plaintiff/Cross Appellant

v.

NAPLETON'S GOLDCOAST IMPORTS,
INC. d/b/a NAPLETON'S ASTON
MARTIN OF CHICAGO, an Illinois
corporation,

Defendant/Cross Appellee

2018 L 1245

Judge David E. Schwartz

PLAINTIFF'S NOTICE OF FILING

PLEASE TAKE NOTICE that on February 9, 2024, the undersigned filed the **NOTICE OF APPEAL** of Plaintiff-Cross Appellant Jeffrey Wilson with the Clerk of the Eighteenth Judicial Circuit Court of DuPage, Illinois, a copy of which is hereby served upon you.

JEFFREY WILSON

By: /s/ Kevin P. McJessy

DuPage County I.D. No. 212326
Kevin McJessy
McJessy Ching & Thompson
3759 N. Ravenswood Ave., Suite 231
Chicago, IL 60613
(773) 880-1260
mcjessy@MCandT.com

CERTIFICATE OF SERVICE

I, Kevin P. McJessy, an attorney, certify that I caused the foregoing **Plaintiff's Notice Of Filing** to be served upon

John J. Pcolinski, Jr.
Guerard, Kalina & Butkus
310 S. County Farm Rd., Ste. H
Wheaton, IL 60187
jpcolinski@ameritech.net

Timothy D. Elliott
Rathje Woodward LLC
300 E. Roosevelt Rd., Ste. 300
Wheaton, IL 60187
telliott@rathjewoodward.com
nhaynes@rathjewoodward.com
nwinters@rathjewoodward.com

via Electronic Delivery pursuant to Odyssey E-File and via Email on February 9, 2024.

/s/ Kevin P. McJessy

Instructions ▼ Check the box to the right if your case involves parental responsibility or parenting time (custody/visitation rights) or relocation of a child. Just below "Appeal to the Appellate Court of Illinois," enter the number of the appellate district that will hear the appeal and the county of the trial court. If the case name in the trial court began with "In re" (for example, "In re Marriage of Jones"), enter that name. Below that, enter the names of the parties in the trial court, and check the correct boxes to show which party is filing the appeal ("appellant") and which party is responding to the appeal ("appellee"). To the far right, enter the trial court case number, the trial judge's name, and the Supreme Court Rule that allows the appellate court to hear the appeal.	☐ THIS APPEAL INVOLVES A MATTER SUBJECT TO EXPEDITED DISPOSITION UNDER RULE 311(a). APPEAL TO THE APPELLATE COURT OF ILLINOIS THIRD District from the Circuit Court of County DuPage Candice Adams e-filed in the 18th Judicial Circuit Court DuPage County ENVELOPE: 26346068 2018L001245 FILEDATE: 2/9/2024 11:42 AM Date Submitted: 2/9/2024 11:42 AM Date Accepted: 2/9/2024 1:07 PM NK In re _____ <u>Jeffrey Wilson</u> _____ Plaintiffs/Petitioners (<i>First, middle, last names</i>) ☐ Appellants ☒ Appellees v. <u>Napleton's Goldcoast Imports, Inc. d/b/a Napleton's</u> <u>Aston Martin of Chicago, an Illinois corporation.</u> _____ Defendants/Respondents (<i>First, middle, last names</i>) ☒ Appellants ☐ Appellees Trial Court Case No.: <u>2018 L 001245</u> Honorable <u>David E. Schwartz</u> Judge, Presiding Supreme Court Rule: <u>Rule 301</u>
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NOTICE OF APPEAL (CIVIL)

In 1, check the type of appeal. For more information on choosing a type of appeal, see <i>How to File a Notice of Appeal</i>.	1. Type of Appeal: ☐ Appeal ☐ Interlocutory Appeal ☐ Joining Prior Appeal ☐ Separate Appeal ☒ Cross Appeal															
In 2, list the name of each person filing the appeal and check the proper box for each person.	2. Name of Each Person Appealing: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Name:</td> <td style="width: 30%;"><u>Jeffrey</u></td> <td style="width: 30%;"><u>Wilson</u></td> </tr> <tr> <td></td> <td style="text-align: center; font-size: small;"><i>First</i></td> <td style="text-align: center; font-size: small;"><i>Middle</i></td> </tr> <tr> <td></td> <td style="text-align: center; font-size: small;"><i>Last</i></td> <td></td> </tr> <tr> <td></td> <td>☒ Plaintiff-Appellant</td> <td>☐ Petitioner-Appellant</td> </tr> <tr> <td style="text-align: center; padding-top: 10px;">OR</td> <td>☐ Defendant-Appellant</td> <td>☐ Respondent-Appellant</td> </tr> </table>	Name:	<u>Jeffrey</u>	<u>Wilson</u>		<i>First</i>	<i>Middle</i>		<i>Last</i>			☒ Plaintiff-Appellant	☐ Petitioner-Appellant	OR	☐ Defendant-Appellant	☐ Respondent-Appellant
Name:	<u>Jeffrey</u>	<u>Wilson</u>														
	<i>First</i>	<i>Middle</i>														
	<i>Last</i>															
	☒ Plaintiff-Appellant	☐ Petitioner-Appellant														
OR	☐ Defendant-Appellant	☐ Respondent-Appellant														

Name:

First

Middle

Last

☐ Plaintiff-Appellant

☐ Petitioner-Appellant

OR

☐ Defendant-Appellant

☐ Respondent-Appellant

In 3, identify every order or judgment you want to appeal by listing the date the trial court entered it.

3. List the date of every order or judgment you want to appeal:

01/22/2024

Date

with a stated effective date in the Order of 01/18/2024 Judge David Schwartz, Eighteenth Judicial Circuit, DuPage County Court

10/31/2023

Date

Judge David Schwartz, Eighteenth Judicial Circuit, DuPage County Court

Date

In 4, state what you want the appellate court to do. You may check as many boxes as apply.

4. State your relief:

☐ reverse the trial court's judgment (*change the judgment in favor of the other party into a judgment in your favor*) and ☐ send the case back to the trial court for any hearings that are still required;

☐ vacate the trial court's judgment (*erase the judgment in favor of the other party*) and ☐ send the case back to the trial court for a new hearing and a new judgment;

☒ change the trial court's judgment to say: Judgment is hereby entered on the Jury's verdict in the amount of \$1,163,544.62 and Jeffrey Wilson is awarded \$449,449.50 for attorney's fees with the attorney rate of \$475/hour and \$30,450.03 for all costs pursuant to 815 ILCS 505/10a(c);

☒ order the trial court to: reinstate Jury's August 14, 2023 \$1,163,544.62 verdict, including \$163,544.62 in actual damages and \$1,000,000 in punitive damages, and award Jeffrey Wilson attorney's fees of \$449,449.50 and costs of \$30,450.03 under 815 ILCS 505/10a(c);

☒ other: order the trial court to award Jeffrey Wilson his attorney's fees incurred for post-judgment proceedings and on appeal pursuant to 815 ILCS 505a(c), and grant any other relief that the court finds appropriate.

If you are completing this form on a computer, sign your name by typing it. If you are completing it by hand, sign by hand and print your name. Fill in your address, telephone number, and email address, if you have one.

All appellants must sign this form. Have each additional appellant sign the form here and enter their complete name, address, telephone number, and email address, if they have one.

/s/ Kevin P. McJessey
Your Signature

3759 N. Ravenswood, Suite 231
Street Address

McJessey Ching & Thompson LLC
Your Name

Chicago, Illinois 60613
City, State, ZIP

mcjessey@mcandt.com
Email

(773) 880-1260
Telephone

6229825
Attorney # (if any)

Additional Appellant Signature

/s/ Joseph Borders
Signature

3759 N. Ravenswood, Suite 231
Street Address

McJessey Ching & Thompson LLC
Name

Chicago, Illinois 60613
City, State, ZIP

borders@mcandt.com
Email

(773) 880-1260
Telephone

6215784
Attorney # (if any)

GETTING COURT DOCUMENTS BY EMAIL: You should use an email account that you do not share with anyone else and that you check every day. If you do not check your email every day, you may miss important information, notice of court dates, or documents from other parties.

PROOF OF SERVICE (You must serve the other party and complete this section)

In 1a, enter the name, mailing address, and email address of the party or lawyer to whom you sent the document.

In 1b, check the box to show how you sent the document, and fill in any other information required on the blank lines.

In 1b, check the box to show how you are sending the document.
CAUTION: If you and the person you are sending the document to have an email address, you **must** use one of the first two options. Otherwise, you may use one of the other options.

In c, fill in the date and time that you sent the document.

In 2, if you sent the document to more than 1 party or lawyer, fill in a, b, and c. Otherwise leave 2 blank.

1. I sent this document:

a. To:

Name: Timothy Elliott
First Middle Last

Address: 300 E. Roosevelt Rd., Suite 300, Wheaton, IL 60187
Street, Apt # City State ZIP

Email address: telliott@rathjewoodward.com

b. By:

☒ An approved electronic filing service provider (EFSP)

☐ Email (not through an EFSP)

Only use one of the methods below if you do not have an email address, or the person you are sending the document to does not have an email address.

☐ Personal hand delivery to:

☐ The party

☐ The party's family member who is 13 or older, at the party's residence

☐ The party's lawyer

☐ The party's lawyer's office

☒ Mail or third-party carrier

c. On: 02/09/2024

Date

At: 5:00 ☐ a.m. ☒ p.m.

Time

2. I sent this document:

a. To:

Name: John Pcolinski
First Middle Last

Address: 310 S. County Farm Rd., Suite H, Wheaton, IL 60187
Street, Apt # City State ZIP

Email address: jpcolinski@ameritech.net

b. By:

☒ An approved electronic filing service provider (EFSP)

☐ Email (not through an EFSP)

Only use one of the methods below if you do not have an email address, or the person you are sending the document to does not have an email address.

☐ Personal hand delivery to:

☐ The party

☐ The party's family member who is 13 or older, at the party's residence

☐ The party's lawyer

☐ The party's lawyer's office

☒ Mail or third-party carrier

c. On: 02/09/2024

Date

At: 5:00 ☐ a.m. ☒ p.m.

Time

In 3, if you sent the document to more than 1 party or lawyer, fill in a, b, and c. Otherwise leave 2 blank.

3. I sent this document:

a. To:

Name:

First

Middle

Last

Address:

Street, Apt #

City

State

ZIP

Email address:

b. By:

☐ An approved electronic filing service provider (EFSP)

☐ Email (not through an EFSP)

Only use one of the methods below if you do not have an email address, or the person you are sending the document to does not have an email address.

☐ Personal hand delivery to:

☐ The party

☐ The party's family member who is 13 or older, at the party's residence

☐ The party's lawyer

☐ The party's lawyer's office

☐ Mail or third-party carrier

c. On:

Date

At:

Time

☐

a.m.

☐

p.m.

Under the Code of Civil Procedure, 735 ILCS 5/1-109, making a statement on this form that you know to be false is perjury, a Class 3 Felony.

If you are completing this form on a computer, sign your name by typing it. If you are completing it by hand, sign by hand and print your name.

I certify that everything in the Proof of Service is true and correct. I understand that making a false statement on this form is perjury and has penalties provided by law under 735 ILCS 5/1-109.

/s/ Kevin P. McJessey

Your Signature

Kevin P. McJessey

Print Your Name

6229825

Attorney # (if any)

IN THE
APPELLATE COURT OF ILLINOIS
THIRD DISTRICT

2025

JEFFREY WILSON,	)	Appeal from the Circuit Court
	)	of the 18th Judicial Circuit,
Plaintiff-Appellee and Counter-	)	Du Page County, Illinois,
Appellant,	)	
	)	
v.	)	Appeal No. 3-24-0079
	)	Circuit No. 18-L-1245
	)	
NAPLETON’S GOLDCOAST IMPORTS,	)	
INC., d/b/a Napleton’s Aston Martin	)	
of Chicago,	)	
	)	Honorable
Defendant-Appellant and Counter-	)	David E. Schwartz,
Appellee.	)	Judge, Presiding.

PRESIDING JUSTICE BRENNAN delivered the judgment of the court, with opinion.
Justice Hettel concurred in the judgment and opinion.
Justice Anderson concurred in part and dissented in part, with opinion.

OPINION

¶ 1 On October 31, 2023, the trial court entered judgment in favor of plaintiff-appellee and counter-appellant, Jeffrey Wilson, and against defendant-appellant and counter-appellee, Napleton’s Goldcoast Imports, Inc. (Napleton’s), on claims of common law fraud (count I) and violations of the Consumer Fraud and Deceptive Business Practices Act (Act) (815 ILCS 505/1 *et seq.* (West 2022)) (count II). As part of its judgment, the court granted Napleton’s request for

remittitur of the jury's award for common law fraud from \$1,163,544 (\$163,544 in compensatory damages and \$1,000,000 in punitive damages) to \$499,616 (\$99,616 in compensatory damages and \$400,000 in punitive damages). The court did not obtain Wilson's consent to the remittitur. The court then stated that it would issue compensatory damages for Wilson's claim under the Act in the same amount as the remitted judgment for common law fraud but that Wilson could recover only once. The court did not clearly award punitive damages for Wilson's claim under the Act, and it certainly did not specify the amount of punitive damages for Wilson's claim under the Act, if any. It did, however, award Wilson \$185,411 in attorney fees and \$5,040 in costs under the Act.

¶ 2 This appeal and cross-appeal followed. For the reasons that follow, as to count I, we affirm the finding of liability, we reverse the remitted damages judgment as to both compensatory and punitive damages, and we remand for the trial court to follow proper remittitur procedure as to both compensatory and punitive damages. As to count II, we affirm the compensatory award as well as the award of attorney fees and costs, and we remand for the trial court to clarify whether it awarded punitive damages and, if so, in what amount.

¶ 3 I. BACKGROUND

¶ 4 A. Wilson's Claims, Partial Summary Judgment, Trial, and Verdict

¶ 5 In November 2015, Napleton facilitated Wilson's leasing of a 2014 Aston Martin through a third-party financier without disclosing it had been in an accident that had caused extensive front-end damage. Specifically, after Wilson spoke with Napleton salespersons and was affirmatively told that the car had not been in an accident, Napleton sold the car to a third-party financier for \$135,177, which, in turn, entered into a 60-month lease with Wilson. Among other expenses, the lease was \$1,900 per month, with the option to purchase the vehicle for \$60,000 at the end of the

lease. The lease had a mileage limit of 25,000, after which point Wilson would incur a penalty of \$1.50 per mile.

¶ 6 Per Wilson, Napleton must have been aware of the car's accident history, because the client that owned the car at the time of the accident had purchased the car from Napleton and Napleton assisted the repair shop in procuring parts for the repair. The repairs cost \$60,000 and took place over a period of seven months. Approximately four months after the repairs were completed, the original client sold the car back to Napleton as part of a trade-in/purchase deal. Napleton posted a CarFax report to its website that inaccurately reported that the car had not been in an accident. Wilson, who lived in Arizona, testified that he relied on Napleton's representation that the car was in pristine condition and that he would not have entered into the coordinated lease if he had known of the car's accident history. Upon receiving the car, he noticed squeaky brakes, which he had repaired, but otherwise had no significant mechanical issue. Nearly halfway into the 60-month lease, Wilson hit the mileage limit and began looking to trade in the car. He contacted a dealer in California, who informed him that the CarFax report, updated just one month prior, showed that the car *had* been in an accident. Wilson tried but was unable to resell the car. An appraiser testified that high-end luxury vehicles that have been in serious accidents were extremely difficult to resell.

¶ 7 On October 31, 2018, Wilson initiated the instant lawsuit by filing a one-count complaint for common law fraud. In June 2020, Wilson filed an amended two-count complaint, alleging (1) common law fraud (count I) and (2) violation of the Act (count II). The Act provides consumers with broader protection than under common law. *Ash v. PSP Distribution, LLC*, 2023 IL App (1st) 220151, ¶ 24. For example, a violation under the Act may be based on an innocent or negligent representation as well as one that is intentional. *Id.* In addition, attorney fees and court costs are available under the Act. 815 ILCS 505/10a(c) (West 2022).

¶ 8 In March 2021, the trial court granted Wilson summary judgment on count II on the issue of liability, finding that Napleton violated the Act, but reserved the question of damages. The court stated that it would hear the question of damages for count II simultaneous to the jury trial on count I. Prior to trial, on April 12, 2023, Wilson filed a second amended complaint. As with the prior complaints, Wilson sought damages for out-of-pocket costs.

¶ 9 During the course of the trial, the court made two evidentiary rulings relevant here: the admission of other-bad-acts evidence and the exclusion of evidence regarding settlement negotiations and out-of-pocket costs. First, the trial court granted Wilson’s motion to pursue punitive damages at trial based on Napleton’s conduct in another transaction: Napleton’s 2020 repurchase of the same car from the third-party financier during the pendency of the instant lawsuit and resale to Bart Miller of Florida in 2021. The court allowed evidence of the 2021 Miller transaction over Napleton’s objection. The evidence showed that Napleton gave Miller the corrected CarFax report, which disclosed the accident. However, Napleton also gave Miller a True360 report, representing that the repairs had been minor and cosmetic when, in fact, Napleton’s general manager ultimately conceded that was not true. Miller testified in deposition that Napleton did not disclose the severity of the accident, the extent of the repairs, or that the car was at the center of a pending lawsuit.

¶ 10 Second, the trial court granted Wilson’s objection to evidence of settlement negotiations pursuant to Illinois Rule of Evidence 408 (eff. Jan. 1, 2011) (prohibiting evidence made in compromise negotiations when offered to prove the amount of a claim). Napleton submitted the following offer of proof. Before Napleton hired outside counsel in December 2018, Wilson’s counsel informed Napleton that Wilson wanted to be “made whole” and keep the car. Later, as evidenced in a series of March and April 2019 e-mails, Napleton offered to buy back the car (from

the third-party financier) and inquired about Wilson’s out-of-pocket costs. Napleton estimated, based on the number of lease payments thus far, the down payment, and other expenses, that Wilson had expended approximately \$90,000 to date. Although Napleton termed its offer an offer of rescission, its counsel later agreed that the offer was not technically a “rescission” (because there was a third-party financier involved and because, as set forth elsewhere in the record, it was likely impossible to return the parties to their original position where Wilson had traded in a 2009 Mercedes at the time he acquired the lease). Wilson counter-offered seeking \$218,000, plus payment of the remaining balance on the car. The proffer did not specify whether the counter-offer included keeping the car. Napleton rejected the counter-offer. In November 2020, at the end of the lease, Napleton bought the car from the third-party financier.

¶ 11 Following the offer of proof, the trial court persisted in its ruling to exclude evidence of the settlement negotiations pursuant to Rule 408. Napleton noted for the record that it did not seek to use the evidence to show the value of Wilson’s claim. Rather, it sought to use the evidence to make an election-of-remedies argument and to show Wilson’s failure to “mitigate.” As to election of remedies, Napleton argued that Wilson could not pursue out-of-pocket costs because he had declined an offer to rescind the transaction. As to “mitigation,” Napleton explained that its offer to buy back the car undermined Wilson’s narrative that the car was unsellable such that he should be awarded the entirety of his out-of-pocket costs. The court was not persuaded; it noted that, while the jury would not hear evidence of Napleton’s offer, the court might consider the evidence in “the bench part of this case,” particularly in conjunction with its attorney-fee award.

¶ 12 On August 14, 2023, the jury entered a verdict for Wilson on count I, determining that Napleton was liable for common law fraud. The jury awarded \$163,544 in compensatory damages, consisting of \$138,544 in out-of-pocket costs (\$114,707 in total monthly payments, \$3,742 in

closing costs, \$4,069 in maintenance costs, \$9,325 in insurance costs, and \$6,700 in license and registration fees) and \$25,000 in damages for aggravation and inconvenience. The jury also awarded \$1 million in punitive damages.

¶ 13

B. Posttrial Procedure and Judgment

¶ 14

In September and October 2023, before the trial court entered judgment on the jury's verdict and damages award on count I, and before it had issued its own damages award on count II, the parties filed a series of posttrial motions. Napleton's motions challenged the trial court's evidentiary rulings, including the court's decision to admit evidence of the 2021 Miller transaction and its decision to exclude evidence of settlement negotiations pursuant to Rule 408. Napleton also challenged the jury's finding of liability on count I. It requested a remittitur of the jury's damages award or a new trial on damages. Wilson's motions argued that the jury's award was supported by the evidence, the jury's award should not be remitted, and that the court should enter the same award for count II, plus attorney fees and costs. Wilson also sought to conform the pleadings to the proof at trial with regard to the CarFax report. The trial court granted that motion.

¶ 15

On October 31, 2023, the trial court issued a written ruling on the parties' posttrial motions and entered judgment on counts I and II. On count I, common law fraud, the trial court denied Napleton's posttrial motion challenging its evidentiary rulings, though it discussed only its decision to admit evidence of the 2021 Miller transaction, not the Rule 408 ruling. It also denied Napleton's posttrial motion as it pertained to liability. However, it granted Napleton's request for remittitur. We quote the court's damages ruling in its entirety:

“But the amount of damages awarded was, frankly, shocking and must be reduced.

As argued by the defense, the plaintiff in this case suffered little if no actual damages. He drove the car without issue until he had reached his mileage limit. He had full use of a

luxury automobile for nearly 3 years. The payments were in part made from a children's trust. He would have had to make some type of car payments as well as insurance and maintenance costs [even if he had not leased the Aston Martin]. Although plaintiff chose to abandon the difference in value damages, the actual decreased value of the Aston Martin was somewhere between \$6,000 and \$40,000. Napleton's eventually took the car back and had had least indicated a willingness to rescind the contract shortly after the lawsuit was filed. The lease was fully paid off by the defendant. The total jury award of \$1,163,544.62 on Count I is a massive windfall to a relatively undamaged plaintiff and the request for a *remittitur* is granted.

The court reduces the *actual* damages as follows:

Lease payments made after the accident was discovered: \$55,442.04

Closing costs: \$3,742.53

Maintenance costs: \$4,069.42

Insurance payments: \$4,662.50

License and registration fees: \$6,700.00

In addition, the court affirms the jury award of \$25,000 for aggravation and inconvenience. In *Gehrett v. Chrysler Corp.*, 379 Ill. App. 3d 162 (2008), an award for "aggravation and inconvenience" was upheld under a similar fact pattern. Although it could be argued that the *Gehrett* award was for a breach of warranty claim the case law does seem to allow for damages arising out of fraudulent conduct. The jury heard testimony regarding the inability to use the car and the steps taken by the plaintiff once the fraud was discovered sufficient to support the [aggravation and inconvenience] award.

Total compensatory damage award; \$99,616.49 on Count I; the same amount is awarded on Count II but the plaintiff can only recover the award on one of the counts.

Finally, there is the issue of punitive damages. Under *International Union [of Operating Engineers, Local 150 v. Lowe Excavating Co.]*, 225 Ill. 2d 456 (2006)], the Illinois Supreme Court [set forth] the guideposts to be considered in awarding punitive damages. The three guideposts are the degree of reprehensibility of the misconduct, the disparity between the actual harm suffered by the plaintiff and the punitive damage award and the difference between the jury award of punitive damages and the civil penalties awarded in similar cases. Awards ranging from twice the compensatory damages to a factor of 10 have been upheld.

In examining reprehensibility several factors are considered. Physical harm versus economic harm, health and safety issues, a financially vulnerable target, repeated actions and intentional malice are to be considered. The court finds that the degree of reprehensibility is relatively minor. The court agrees that some punitive damages are warranted for the reasons set forth in plaintiff's brief. But, based on the testimony, the lack of health and safety issues, the lack of a financially vulnerable plaintiff, the actual damages, the type of fraud alleged and the net worth of the defendant an award of \$1,000,000 is simply too high. In addition to the compensatory and punitive damage award the plaintiff will recover a large fee award on Count II. Accordingly, the punitive damages are reduced to \$400,000, approximately 4 times the compensatory award."

¶ 16 On count II, violation of the Act, the trial court awarded \$99,616 in compensatory damages, as set forth in the quote above. It is unclear from the court's written order whether and in what amount it awarded punitive damages for count II—the written order contained no further

discussion of damages other than that quoted above. The court awarded \$185,411 in attorney fees and \$5,040 in court costs.

¶ 17 On November 3, 2023, Napleton filed a postjudgment motion. Napleton observed that the trial court’s written order did not clearly state, one way or the other, whether it awarded punitive damages for count II. However, Napleton did not seek clarification. Napleton argued that the court should further reduce the jury’s damages award and critiqued aspects of the court’s rationale in remitting the award. Napleton also argued that the court’s remittitur judgment was procedurally flawed in that the remittitur judgment must present Wilson with the choice of accepting the remittitur or facing a new trial on damages:

“The judgment order should provide that Wilson file a consent to said judgment with the clerk of the court [within a given number of days], upon which filing, the judgment will be affirmed or, in the absence of the same, the judgment order will be reversed and the case be remanded for a new trial [on damages]. [*Peter J. Hartmann Co. v. Capitol Bank & Trust Co.*, 353 Ill. App. 3d 700 (2004)].”

As to count II, Napleton challenged the trial court’s award of compensatory damages and award of attorney fees.

¶ 18 At a November 9, 2023, status hearing, several issues were discussed, including whether Wilson was required to accept or reject the remittitur:

“[NAPLETON’S COUNSEL]: Number two, you did order a remittitur. And we need to understand whether [Wilson] is going to accept or reject that.

[WILSON’S COUNSEL]: *** I don’t understand [Napleton’s counsel’s] comment about the acceptance or rejection of the remittitur. *** [W]e haven’t actually filed any

papers in response to [Napleton’s November 3, 2023, postjudgment motion]. *** I want to make sure that we don’t waive any of our rights for appellate purposes by not filing something in response to their filing, just like they were concerned that, if they didn’t file something, that their rights would be waived for purposes of appeal.”

* * *

[NAPLETON’S COUNSEL]: And I do want to address [Wilson’s counsel’s] question. I have to admit I am not a remittitur expert. But having done the research, I do think it’s pretty clear that the plaintiff needs to either accept or reject your remittitur. I’m assuming they are going to accept it. But I don’t know that. And so—

THE COURT: I don’t make that assumption. I don’t know that either. And I don’t expect [Wilson] to comment on that. The day I entered the judgment was [October 31, 2023], so nobody’s time has run.”

¶ 19 On November 29, 2023, and December 22, 2023, Wilson filed a postjudgment motion and amended response. Wilson argued that the court should reconsider its remittitur because the jury’s award was supported by the evidence and, like Napleton, Wilson critiqued aspects of the court’s rationale in remitting the award. Wilson argued that it was too late for the trial court to present Wilson with the choice of accepting the remittitur or face a new trial on damages, because the trial court had already granted the remittitur without including the choice in its judgment. Wilson, citing *Tri-G, Inc. v. Burke, Bosselman & Weaver*, 222 Ill. 2d 218, 253-54 (2006) (concerning a court of review’s issuance of remittitur in the first instance), argued that the better course of action was to await an appeal. He continued that, if the appellate court affirmed the remittitur on the merits, then the appellate court would be charged with requiring Wilson to accept or reject it; if, on the other

hand, the appellate court reversed the remittitur on the merits and reinstated the jury award, Wilson's consent would not be required.

¶ 20 On December 22, 2023, Napleton filed a response to Wilson's postjudgment motion. Napleton, citing *Tri-G*, argued that Wilson's postjudgment motion constituted a rejection of the remittitur and, thus, the trial court must order a new trial.

¶ 21 On January 5, 2024, Wilson filed a reply. Wilson noted that *Tri-G* required the court to afford the plaintiff the choice of accepting the remittitur or facing a new trial on damages (see *id.*), and that Napleton failed to cite any authority for its assertion that a new trial on damages is required when a plaintiff fails to *sua sponte* accept the remittitur ordered by the court.

¶ 22 On January 18, 2024, the trial court conducted a hearing on the postjudgment motions. Napleton again argued that Wilson's failure to affirmatively accept the remittitur meant that the trial court must order a new trial. Wilson again argued that the trial court, not Napleton, must present Wilson with a clear choice to accept or reject the remittitur. The trial court's statements made at the November 9, 2023, status hearing could not be construed as such. Wilson represented that, "[i]f he had been put to a choice, he would have made a choice." The trial court asked:

"THE COURT: What *** if *** [t]he trial judge makes a mistake[?] His remittitur is simply wrong. What is a plaintiff to do? If [the plaintiff] accept[s] it, [is] [he] then barred from [his] appeal?

[Napleton]: No, your honor. They have two choices *** [.] Choice No. 1 is to say *** we want a new trial.

The second option is to say we accept [the remittitur] and then they can appeal it[.]

*** Rule 366 *** says when you accept the remittitur, you don't waive your arguments on appeal."

¶ 23 The trial court ruled:

"I will have to confess that none of us are experts in the area of remittitur because it is such an unusual aspect of law.

I did look at the [*Tri-G*] case that both sides seem to cite. I don't read it as strongly as [Napleton] does, so I am not going to order a new trial on that basis. The Third District may well disagree with me because I think they are going to be the next ones to take a look at this." (Emphases added.)

The trial court denied the parties' postjudgment motions, with the exception of correcting a mathematical error. It did not address whether it awarded punitive damages for count II. This appeal followed.

¶ 24 II. ANALYSIS

¶ 25 The instant appeal and cross-appeal primarily concern remittitur procedure and damages. As to count I, the parties agree that the trial court entered an unauthorized remittitur of damages because the trial court did not obtain Wilson's consent before entering the remitted judgment. However, the parties disagree as to remedy. Napleton advocates for an automatic new trial on damages, while Wilson urges that no remedy for improper procedure is necessary. Apart from the question of remedy for improper procedure, the parties raise several issues pertaining to the merits of the compensatory and punitive damages. Napleton raises just one argument that, if successful, would arguably impact the jury's liability determination: whether the trial court erred in admitting evidence of the 2021 Miller transaction. As to count II, both parties challenge the trial court's

compensatory damages award and its attorney fees and costs award, the details of which we set forth in conjunction with our analysis.

¶ 26

A. Count I: Liability

¶ 27

We first address Napleton’s argument that the trial court abused its discretion in admitting evidence of the 2021 Miller transaction. In deciding whether to admit evidence, the trial court must weigh the probative value of the evidence against its likely prejudicial effect. *Hatchett v. W2X, Inc.*, 2013 IL App (1st) 121758, ¶ 20. Prejudicial evidence is that which tends to suggest a decision on an improper basis. *Id.* Evidence of other bad acts is not admissible to show the character of a person or a propensity to commit the offense at issue. Ill. R. Evid. 404(b) (eff. Jan. 1, 2011). However, evidence of other bad acts is admissible to show intent, knowledge, or absence of mistake. *Id.* We review the trial court’s decision to admit evidence of other bad acts for an abuse of discretion. *Id.* “An abuse of discretion occurs when the trial court’s decision is arbitrary, fanciful, or unreasonable, or where no reasonable person would take the position adopted by the trial court.” *People v. Thompson*, 2020 IL App (1st) 171265, ¶ 84.

¶ 28

Here, evidence of the 2021 Miller transaction was relevant to show Napleton’s intent to defraud. In its October 31, 2023, posttrial ruling, the trial court stood by its evidentiary ruling, explaining:

“Obviously, letting the testimony in [concerning the 2021 Miller transaction] was prejudicial to the defense. But, given the facts of the case, the probative value outweighed any prejudice. This was a fraud claim; the jury was entitled to hear the subsequent transaction to assess the nature of the Wilson transaction. It is incredible that, even while this lawsuit was pending with the SAME car, Napleton would not fully disclose the accident.”

The case law supports the trial court's decision. See, *e.g.*, *Hatchett*, 2013 IL App (1st) 121758, ¶ 21 (the trial court erred in excluding evidence of an Attorney Registration and Disciplinary Commission (ARDC) complaint against an attorney for engaging in conduct similar to that complained of by the instant plaintiff; the ARDC complaint was probative of intent, knowledge, and absence of mistake). Napleton further argues that the 2021 Miller and 2015 Wilson transactions were remote in time and different in character. However, courts have upheld the admission of evidence of other bad acts occurring six years apart from the event in question. *Thompson v. Petit*, 294 Ill. App. 3d 1029, 1036-38 (1998). That the 2015 Wilson transaction involved an inaccurate CarFax report and the second transaction involved in inaccurate True360 report is not dispositive, nor is the fact that different salespersons were involved in each transaction. The probative value of the Miller transaction follows from the True360 report, which deceptively minimized the damage to the same car at issue in instant case.

¶ 29 Finally, Napleton argues that, even if the trial court properly admitted evidence of the 2021 Miller transaction, it abused its discretion in allowing it to become the focal point of the trial. See, *e.g.*, *People v. Bedoya*, 325 Ill. App. 3d 926, 938 (2001). Having reviewed the challenged evidence, we agree with the trial court's posttrial assessment that the volume of evidence did not improperly influence the jury's finding of liability. Indeed, in affirming the trial court's admission of the 2021 Miller transaction, we parenthetically observe that the trial court did exclude deposition and photographic evidence of an unrelated third transaction in which Napleton failed to provide an accurate accident report to a customer purchasing a different car, even though that transaction occurred in the same year as the instant transaction and undisclosed repairs were also coordinated by Napleton at the same repair shop. That the trial court chose to exclude evidence of this third

transaction as unduly prejudicial highlights its thoughtfulness in weighing the prejudice of the proposed other-bad-acts evidence.

¶ 30 To the extent Napleton does not otherwise challenge the sufficiency of the evidence as it relates to liability, we affirm the jury’s determination of liability for count I.

¶ 31 B. Count I: Remitted Damages

¶ 32 A party’s right to a jury trial extends to all issues, including damages. *Haid v. Tingle*, 219 Ill. App. 3d 406, 410 (1991). The trial court should not substitute its judgment for that of the jury. *Id.* “A remittitur should not be granted if the jury’s award falls within the flexible range of conclusions reasonably supported by the evidence.” *Diaz v. Legat Architects, Inc.*, 397 Ill. App. 3d 13, 47 (2009). However, if the court concludes that the jury’s damages award is excessive, the court may not allow the award to stand. *Haid*, 219 Ill. App. 3d at 410. The court must carefully examine the evidence and circumstances supporting the jury’s award before it orders that the jury’s assessment of damages be reduced. *Best v. Taylor Machine Works*, 179 Ill. 2d 367, 413 (1997). A court may determine that the damages award is excessive if the award exceeds the proven damages, falls outside the range of fair and reasonable compensation, is so large that it shocks the judicial conscience, or results from passion or prejudice. *Tri-G*, 222 Ill. 2d at 250, 253. The trial court’s decision to remit a jury’s damages award is reviewed for an abuse of discretion. *Drakeford v. University of Chicago Hospitals*, 2013 IL App (1st) 111366, ¶ 69.

¶ 33 Ordering a remittitur in lieu of setting aside an excessive jury award and remanding for a new trial on damages has consistently been acknowledged to be promotive of the ends of justice and the termination of litigation. *Tri-G*, 222 Ill. 2d at 253. The remittitur process is “essential to the judicial management of trials.” *Best*, 179 Ill. 2d at 413. A remittitur is an agreement by the plaintiff to relinquish that portion of the jury’s award the court has determined constitutes

excessive damages and to accept the sum that the court has determined to be properly recoverable. *Tri-G*, 222 Ill. 2d at 253. A remittitur is not an agreement by the plaintiff that the damages were, in fact, excessive. *Id.* Neither is remittitur an agreement by the parties. *Id.*

¶ 34 A trial court *must* afford the plaintiff the choice of accepting or refusing the remittitur, with the proviso that the failure to accept will lead to a new trial on damages. *Id.* at 253-54. The trial court does not have the authority to remit a jury award if the plaintiff does not consent. *Haid*, 219 Ill. App. 3d at 411. To do so undermines a plaintiff's right to a jury trial. See, *e.g.*, *Horvath v. Spector Freight System, Inc.*, 102 Ill. App. 2d 112, 115-16 (1968). The "[p]laintiff's consent is essential." *Haid*, 219 Ill. App. 3d at 411. The record must conclusively establish that the plaintiff consented to the remittitur. *Id.* at 417. Often, the court will set a deadline by which the consent is to be filed. See *Tri-G*, 222 Ill. 2d at 268 (21 days or any further period in which the mandate is stayed); *Haid*, 219 Ill. App. 3d at 417 (30 days). If the plaintiff refuses the remittitur, or fails to consent to it, the court must order a new trial on damages. *Tri-G*, 222 Ill. 2d at 254; see 735 ILCS 5/2-1207 (West 2022) (concerning conditional remittitur of punitive damages).

¶ 35 Our research shows that Illinois courts have taken two approaches in correcting the procedural error that follows from a remitted judgment entered without a plaintiff's consent. The first approach is to "affirm" the remitted judgment on the condition that, within a specified timeframe, the plaintiff files a consent to the remittitur. *Haid*, 219 Ill. App. 3d at 417. If the plaintiff consents to the remittitur, the remitted judgment is affirmed in a final sense. *Id.* If the plaintiff refuses the remittitur or fails to file a consent within the designated timeframe, the remitted judgment is reversed, and the case is remanded for a new trial on damages. *Id.*

¶ 36 Cases that have taken this approach include *Foster v. Springfield Clinic*, 88 Ill. App. 3d 459, 467 (1980), *Congregation of the Passion, Holy Cross Province v. Touche Ross & Co.*, 224

Ill. App. 3d 559, 588-89 (1991), *aff'd*, 159 Ill. 2d 137, 171-72 (1994) (which rejected an inconsistent-verdicts challenge), and *Haid*, 219 Ill. App. 3d 417.

¶ 37 In *Foster*, the jury found for the plaintiff in a breach of employment contract case and awarded \$22,152 in compensatory damages. *Foster*, 88 Ill. App. 3d at 460. The trial court remitted the damages award by \$6,346 and entered judgment on the new amount without obtaining the plaintiff's consent. *Id.* at 467. The appellate court agreed that the \$22,152 damages award must be reduced, explaining that the damages award represented the plaintiff's lost wages but the \$22,152 figure did not take into account \$6,346 in paychecks that the plaintiff received between August and October of the relevant year. *Id.* at 466. That sum, \$6,346, was the "same sum" due in wages for the same period of time. *Id.* Accordingly, the appellate court, citing to Illinois Supreme Court Rule 366(a)(5) (eff. Jan. 1, 1970) (a reviewing court may enter any judgment and make any order that ought to have been given or made), "affirmed" the judgment of the trial court and awarded the plaintiff damages in the remitted sum on the condition that, within 30 days, the plaintiff file a consent to the judgment. *Foster*, 88 Ill. App. 3d at 467. If the plaintiff did not consent, the judgment would be reversed and the case would be remanded for a new trial on damages. *Id.*

¶ 38 In *Congregation*, the plaintiff's tort and breach of contract claims were based on the same set of facts and the plaintiff sought recovery for the same injury. *Congregation*, 224 Ill. App. 3d at 587. The jury awarded \$3.9 million on the tort claim and \$1.5 million on the breach of contract claim. *Id.* at 562. The trial court ordered a remittitur to \$3,819,352 on the tort claim, to conform to the plaintiff's claimed damages and supporting evidence at trial. *Id.* at 571. The plaintiff consented to the remittitur on the tort claim. *Id.* Next, the trial court ordered a remittitur to \$0 on the breach of contract claim. *Id.* The plaintiff affirmatively refused the remittitur on the breach of contract claim but the trial court nevertheless entered a judgment of \$0. *Id.*

¶ 39 The appellate court rejected the defendant’s argument that the plaintiff’s failure to consent to the remittitur on the breach of contract claim mandated a new trial on damages. *Id.* at 589. It reasoned that the plaintiff could not recover twice for the same injury in any event. *Id.* It concluded that it was “not satisfied” with the trial court’s handling of the remittitur but it found the most appropriate solution to be to “affirm” the remitted judgment on the condition that the plaintiff filed a consent within 30 days or face a new trial on damages. *Id.* at 591.

¶ 40 In *Haid*, the plaintiff architect sued the defendants for fees and expenses pursuant to a contract. *Haid*, 219 Ill. App. 3d at 409. The jury awarded approximately \$50,000, and the trial court remitted the award to approximately \$25,000. *Id.* at 415. The *plaintiff* appealed the entry of remittitur. *Id.* at 410. The defendants cross-appealed, arguing solely that a plaintiff may not initiate the appeal of a remitted judgment. *Id.* at 416. The appellate court agreed with the defendants that, generally, a plaintiff may not initiate the appeal of a remitted judgment that he accepted. *Id.* at 417. However, it noted that the record did not conclusively establish that the plaintiff consented to the remittitur. *Id.* As such, it “affirmed” the judgment of the trial court awarding the plaintiff damages in the reduced sum of \$25,000, on the condition that the plaintiff consent to the remittitur within 30 days or face a new trial on damages. *Id.*

¶ 41 Setting aside the propriety of “affirming,” even conditionally, a judgment that the trial court was not authorized to enter, the approach taken in these cases is not otherwise suited to the circumstances of our case. In distilling the cases taking this approach, we observe that the mathematical basis for the remitted amount was clear (*Foster*, 88 Ill. App. 3d at 467; *Congregation*, 224 Ill. App. 3d at 571), restoration of the jury award would have been of no practical effect (*Congregation*, 224 Ill. App. 3d at 588-89), or it was certain that the defendant would have declined to initiate an appeal (*Haid*, 219 Ill. App. 3d at 417). None of these circumstances are present in our

case; *i.e.*, there is no obvious mathematical basis underlying the full extent of the trial court's remittitur; the remittitur decision might have a practical effect because the jury's damages award for count I, if reinstated, can stand independent of the trial court's damages award on count II; and it is in no way certain how the parties might have responded below had the correct procedural steps been taken.

¶ 42 Accordingly, we turn to the second approach taken when a remitted judgment enters without the consent of the plaintiff, which is to reverse the remitted judgment and “remand the cause to afford the plaintiff an opportunity to accept the remittitur, with the knowledge that the refusal to accept such a remittitur would be a new trial on damages.” *Bart v. Union Oil Co. of California*, 185 Ill. App. 3d 64, 70 (1989) (referring to this approach as the “normal disposition in the case of error in the practice of remittitur,” albeit in *dicta*, as the case was remanded for a new trial on other bases); *Augustine v. Kaufman*, 338 Ill. App. 591, 593 (1949) (appellate court reversed the judgment for the remitted amount and remanded to give the plaintiff an opportunity to consent); *Baker v. Spaulding Women's Apparel*, 83 Ill. App. 2d 455, 456-57 (1967) (appellate court noted that the trial court had no authority to enter the remittitur without the plaintiff's consent, reversed the remitted judgment, and remanded for the trial court to rule (anew) on all posttrial motions).

¶ 43 This second approach is better suited to the circumstances of our case. As noted in *Bart*, this is the “normal disposition” when a trial court enters an unauthorized remittitur. *Bart*, 185 Ill. App. 3d at 70. It holds the trial court to its judicial management duties and narrows the scope of the issues that may come before this court. See, *e.g.*, *Best*, 179 Ill. 2d at 413 (judicial management); *Tri-G*, 222 Ill. 2d at 253 (remittitur promotes the end of litigation). Thus, we reverse the remitted judgments as to both compensatory and punitive damages. Before providing further direction to

the court on remand, we address and reject the parties’ respective arguments against reversal for the trial court’s failure to follow proper remittitur procedure.

¶ 44 Napleton advocates for a third approach—an *automatic* remand for a new trial on damages because the plaintiffs did not consent below to the remittitur. Napleton cites no case taking this approach, and our research has disclosed none. In support, Napleton quotes *Tri-G*:

“[T]he court does not have the authority to reduce the damages by entry of a remittitur *if the plaintiff objects or does not consent*. The trial court must afford the plaintiff with the choice of agreeing or refusing [the] entry of a remittitur, with the proviso that the plaintiff’s refusal to agree to the entry of a remittitur will result in the ordering of a new trial. The only alternative to a remittitur in a case where the verdict [is excessive] is for the trial judge to order a new trial.” (Emphasis added.) *Tri-G*, 222 Ill. 2d at 253-54.

From this language, Napleton reasons that “a new trial is required if the plaintiff objects or does not consent.” Napleton’s reasoning omits the middle sentence of the *Tri-G* quote: “The trial court *must* afford the plaintiff with the choice ***.” (Emphasis added.) *Id.* The proviso that the plaintiff will face a new trial if he objects or does not affirmatively consent to the remittitur presupposes that plaintiff has *first* been informed by *the court* of his options and had the opportunity to exercise same.

¶ 45 Here, the trial court *never presented Wilson with the choice* to accept or refuse the remittitur, nor did the trial court issue the corresponding proviso that Wilson’s failure to accept the remittitur would result in a new trial on damages. We are not convinced by Napleton’s argument that its posttrial pleadings and argument at the status hearing, in and of themselves, required Wilson to affirmatively indicate his acceptance of the remittitur or face a new trial. Nor did the trial court endorse Napleton’s position in this regard, instead effectively indicating to Wilson that

he was not required to make a decision. Simply put, *Tri-G* does not support Napleton’s position because Wilson was never ordered by the trial court to accept or refuse the remittitur. Rather, the trial court’s comments at the January 18, 2024, hearing indicated its uncertainty as it continued to grapple with the remittitur procedure up until the day it entered judgment, asking whether a plaintiff has the right to appeal an accepted remittitur that is “simply wrong.”

¶ 46 Napleton answered in the affirmative and maintains that position on appeal. It states in its reply brief: “Supreme Court Rule 366(b)(2)(ii) *** permits plaintiffs to appeal remittitur orders *to which they have consented.*” (Emphasis in original.) However, a plaintiff does *not* have the unrestricted right to appeal an accepted remittitur. Rule 366(b)(2)(ii) provides that a plaintiff who accepts a remittitur is not precluded from asserting “on” appeal that the jury award was proper. Ill. S. Ct. R. 366(b)(2)(ii) (eff. Feb. 1, 1994). Courts have interpreted Rule 366(b)(2)(ii) to permit a plaintiff to appeal an accepted remittitur only where the defendant initiates the appeal. *Diaz*, 397 Ill. App. 3d at 44-45; *Haid*, 219 Ill. App. 3d at 414, 416.

¶ 47 Of course, in most instances, a plaintiff can avoid an order for remittitur it believes to be “simply wrong” by declining to accept it. If the plaintiff refuses the remittitur, and the trial court orders a new trial, the plaintiff may then file a petition for leave to appeal from the order granting a new trial under Illinois Supreme Court Rule 306(a)(1) (eff. Oct. 1, 2020) within 30 days after the entry of the order. *Haid*, 219 Ill. App. 3d at 416-17; see *Allied American Insurance Co. v. Culp*, 243 Ill. App. 3d 490, 492 (1993) (reviewing court may grant a Rule 306(a)(1) petition if it “presents grounds which are reasonably debatable and fairly challenge the propriety of the order [citation], or if it clearly demonstrates that the circuit court abused its discretion by ordering the new trial”).

¶ 48 Next, we reject Wilson’s argument that the trial court’s failure to follow proper remittitur procedure is of no consequence. Wilson would not have us reverse the remittitur on procedural

grounds. Instead, Wilson would have us overlook remittitur procedure to address and reverse the remitted award on the merits and reinstate the jury award. Wilson reasons that Napleton’s decision to initiate an appeal of the remitted count I damages award means that the instant appeal would be before this court regardless of whether the trial court followed proper remittitur procedure. Wilson’s argument ignores that Napleton’s primary position is that we should not address the remitted award on the merits due to the trial court’s failure to follow proper remittitur procedure. We agree with Napleton on that point; we merely disagree that the solution is an automatic new trial. More critically, Wilson’s argument ignores that the remitted judgment was never properly entered, and we do not know what Wilson’s decision would have been if forced to choose between accepting the remittitur or refusing the remittitur and facing a new trial. Under either path, there is a substantial probability that the scope and issues on appeal, if any, would be different.

¶ 49 For example, if Wilson had been offered and refused the remittitur, and then declined to file or not been granted a Rule 306(a)(1) appeal, the case might have instead proceeded to a new trial and jury verdict, whereupon the instant jury’s compensatory and punitive damages award would never reach this court. If, on the other hand, Wilson had accepted the remittitur, Napleton may have declined to appeal to “lock in” the remitted judgments. In the second scenario, Wilson’s ability to challenge a properly entered remitted judgment would be entirely dependent upon Napleton initiating an appeal. In deciding whether to initiate an appeal under this circumstance, Napleton would have to weigh the risk that an appellate court might reinstate the jury’s awards in their entirety. Contrary to Wilson’s suggestion, the trial court’s adherence to proper remittitur procedure is of great consequence.

¶ 50 Accordingly, upon reversing the trial court’s remitted compensatory and punitive judgments, we remand for the trial court to follow proper remittitur procedure. The trial court must

give Wilson the opportunity to accept or decline the remitted judgments within a period of the trial court's choosing. Wilson may elect to consent to both the remitted compensatory and punitive damages judgments, neither the remitted compensatory and punitive damages judgments, or one but not the other of the remitted compensatory and punitive damages judgments. The remittitur process allows for such a bifurcation of compensatory and punitive awards. See *Slovinski v. Elliot*, 237 Ill. 2d 51, 57 (2010) (the trial court denied the defendant's motion for remittitur as to the compensatory damages award and the appellate court affirmed; the trial court granted the motion for remittitur as to the punitive damages award and the appellate court further remitted the punitive damages conditioned on the plaintiff's consent; the plaintiff did not consent and was granted leave to appeal; the supreme court affirmed the appellate court); *Turner v. Firststar Bank, N.A.*, 363 Ill. App. 3d 1150, 1165-66 (2006) (appellate court remitted the punitive damages award, conditioned on the plaintiff's consent; if the plaintiff did not consent within the time set by the trial court, then the trial court would order a new trial to determine the amount of punitive damages). Allowing Wilson to make two separate decisions, one as to compensatory damages and one as to punitive damages, is in keeping with the goals of remittitur to promote justice and judicial efficiency. See *Tri-G*, 222 Ill. 2d at 253.

¶ 51 As to justice, bifurcating Wilson's choice will allow him to assess the correctness of each remitted judgment, independent of the other judgment. In contrast, were Wilson asked to accept or decline the remitted judgments as a package, he might be compelled to accept a remitted judgment that he believes to be incorrect merely to secure a second remitted judgment of greater value or, in his assessment, of greater difficulty to replicate or surpass in a new trial. As to efficiency, bifurcation allows for the possibility that a new trial may be narrower in scope to the extent Wilson elects to accept only one of the remitted judgments. See *Turner*, 363 Ill. App. 3d at

1165-66 (trial court on remand may conduct a damages trial on just compensatory or punitive damages).

¶ 52 In sum, as to count I, we affirm the finding of liability, we reverse the remitted compensatory and punitive damages judgments, and we remand the case for the trial court to follow proper remittitur procedure as to both the compensatory and punitive damages awards. If Wilson accepts the remitted awards within the time prescribed by the trial court, the trial court may enter judgment on them; if Wilson does not, then the trial court will order a new trial on the award or awards to which Wilson does not consent. Given our ruling, we do not address the parties' arguments implicating the amount and/or propriety of the jury's compensatory and punitive damages awards nor the trial court's decision to remit them.

¶ 53 C. Count II: Damages

¶ 54 1. Count II Compensatory Damages

¶ 55 The parties each raise challenges to the trial court's count II compensatory damages award of \$99,616. Generally, plaintiffs may recover damages for any injury that follows directly and naturally from their good-faith reliance on a defendant's fraudulent representations. *Gold v. Dubish*, 193 Ill. App. 3d 339, 351 (1989); see *Tan v. Boyke*, 156 Ill. App. 3d 49, 55 (1987) (consequential damages are recoverable under the Act). Such losses include out-of-pocket costs. *Gold*, 193 Ill. App. 3d at 351-52. "[A]lthough the words, 'damage,' 'damages,' and 'injury,' are sometimes treated loosely as synonyms, [they have distinct meanings]. Injury is the illegal invasion of a legal right; damage is the loss, hurt, or harm which results from the injury; and damages are the recompense or compensation awarded for the damage suffered." (Internal quotation marks omitted.) *Giammanco v. Giammanco*, 253 Ill. App. 3d 750, 758 (1993) (quoting Ballentine's Law Dictionary 303 (3d ed. 1969)). A trier of fact's damages award is entitled to deference and will not

be disturbed unless it is against the manifest weight of the evidence. *People ex. rel Peters v. O'Connor*, 311 Ill. App. 3d 753, 758 (2000). A damages award is against the manifest weight of the evidence if it appears to be unreasonable, arbitrary or unsupported by the evidence. *Id.*

¶ 56 Two common approaches to calculating damages that follow as a natural consequence to a fraud include benefit-of-the-bargain or out-of-pocket computations. *Giammanco*, 253 Ill. App. 3d at 763. Under the first approach, also referred to as diminution by the instant parties, the trier of fact calculates damages based upon the difference between the actual and the represented value of the property sold. *Id.* at 759. Under the second approach, pursued by Wilson, the trier of fact must determine the costs and expenses incurred by the plaintiff due to his reliance on the defendant's fraudulent representations. *Id.* at 760. Some cases involve unique circumstances that render the two common approaches insufficient for calculating fraud damages. *Id.* at 763 (the defendant gained unfair leverage in the bargaining process when he concealed his identity and thereby damaged the plaintiff). Further, some cases may require the consideration of certain "offsetting factors" when fashioning the appropriate award. *Id.* at 766. While damages may not be predicated on speculation, "[a]bsolute certainty as to the amount of damage [is] not required to justify a recovery; it is only necessary that the evidence tend to establish a basis for the assessment of damages with a fair degree of probability." *Id.* at 765.

¶ 57 For context, we recount the procedure by which the trial court arrived at its award for count II compensatory damages. The trial court never entered judgment on the jury's count I compensatory damages award. Instead, it heard Napleton's posttrial motion for remittitur and entered a remitted judgment for count I compensatory damages and, in the same order, entered "the same" compensatory award for count II without further explanation. Neither party disputes

that the trial court's rationale in remitting count I compensatory damages informed its determination of count II compensatory damages.

¶ 58 In considering this procedural history, we observe that the trial court was not required to align its compensatory award with the jury's compensatory award. See *Werderman v. Liberty Ventures, LLC*, 368 Ill. App. 3d 78, 83 (2006). In *Werderman*, following a joint jury and bench trial, the jury returned a verdict for the plaintiffs on the common law fraud claim but the trial court found in favor of defendants on the statutory consumer fraud claim. *Id.* The appellate court determined that the jury's determination on factual issues in a common law fraud claim were not binding on the trial court in issuing its ruling on a statutory consumer fraud claim. *Id.* at 91. "To bind one fact finder by the other's result would infringe on either the jury right or the statutory scheme. *** [I]n order to vindicate both the right to a jury trial and the statutory command, inconsistency between the fact finders must be tolerated ***." *Id.* Of course, while inconsistency between the fact finders and awards must be tolerated, there can be no double recovery. See *Congregation*, 224 Ill. App. 3d at 589. Per *Werderman*, we do not intend our count II compensatory damages analysis below to indicate, one way or the other, any opinion as to whether the jury's count I compensatory damages award is also supported by the evidence. In reviewing the trial court's count II compensatory award, we consider only whether its award is reasonably supported by the evidence and do not reach whether the greater award determined by the jury was likewise reasonably supported by the evidence.

¶ 59 Here, the trial court's \$99,616 compensatory damages award mirrored the remitted jury award, which included \$74,616 for out-of-pocket costs and \$25,000 for aggravation and inconvenience. As to out-of-pocket costs, Napleton argues that the election-of-remedies doctrine precludes *any* award for out-of-pocket costs. Napleton raised this argument below, and in awarding

damages for some out-of-pocket costs, the trial court rejected it. Alternatively, Napleton argues that the award should be greatly reduced. Wilson argues that, absent a counterclaim by Napleton, the trial court was not permitted to consider Wilson's use of the vehicle as a factor offsetting his damages. Wilson also argues that the trial court's determination that Wilson was not significantly damaged during the time that he drove the car, prior to the "discovery" of the accident, constituted a misapplication of the discovery rule. As to aggravation and inconvenience, Napleton argues that the Act does not authorize recovery.

¶ 60 We reject Napleton's argument that the election-of-remedies doctrine precludes any recovery for out-of-pocket costs. Napleton argues that Wilson's decision to decline its settlement offer barred him from pursuing damages for out-of-pocket costs. Napleton cites a string of cases, including *Beaton & Associates, Ltd. v. Joslyn Manufacturing & Supply Co.*, 159 Ill. App. 3d 834, 844 (1987), for the proposition that, when a defendant fraudulently induces a plaintiff to enter into a contract, the plaintiff may either rescind the contract (and pursue out-of-pocket costs) *or* affirm the contract (and pursue diminution damages reflecting the difference in value between the product represented and the product received). In Napleton's view, because Wilson rejected its settlement offer, it did not pursue rescission and instead affirmed the contract, thereby leaving diminution damages as its only option for recovering damages.

¶ 61 Napleton's argument implicates the election-of-remedies doctrine. See *Kel-Keef Enterprises, Inc. v. Quality Components Corp.*, 316 Ill. App. 3d 998, 1008-10 (2000). Under that doctrine, the "prosecution of one remedial right to judgment or decree constitutes an election barring subsequent prosecution of inconsistent remedial rights." (Internal quotation marks omitted.) *Id.* at 1008. However, a party's choice to pursue one remedy is not a bar to pursue a different, inconsistent remedy unless the party causes the other party to materially change his

position in reliance on the party's first representation. *Id.* at 1009 (favorably citing Restatement (Second) of Contracts § 378 (1981)). A change in position is material if it is such that a shift in remedies would be unjust. *Id.* Simultaneous pursuit of inconsistent remedies is permissible if there is no threat of double recovery, the defendant has not been misled, and there is nothing about the plaintiff's action that would create a *res judicata* bar to recovery. *Independent Trust Corp. v. Hurwick*, 351 Ill. App. 3d 941, 954 (2004).

¶ 62 Wilson's pursuit of out-of-pocket costs did not run afoul of the election-of-remedies doctrine. First, Wilson's pursuit of out-of-pocket costs did not cause Napleton to materially change its position in the lawsuit. Wilson argued in each of his complaints that he sought damages for costs that, in his view, he would not have incurred but for Napleton's fraud, including financing and other charges, insurance, repairs, and maintenance. Napleton's election to buy back Wilson's car from the third-party financier (and then resell it to Miller) occurred outside the parameters of the lawsuit. Therefore, these actions do not demonstrate Napleton's change in position in the lawsuit. Similarly irrelevant is Napleton's contention that it incurred additional legal fees because Wilson refused its offer settle the case. (Napleton likewise refused Wilson's counteroffer.) Second, there was no threat of double recovery. Wilson did not pursue both out-of-pocket and diminution damages. We disagree that Wilson's postdiscovery decision to keep the car for preservation during the beginning of the lawsuit constituted a double recovery. Third, as Napleton does not dispute, there is no *res judicata* bar to out-of-pocket damages.

¶ 63 Napleton does not otherwise argue that the trial court was not permitted to award out-of-pocket costs. Napleton does, however, argue that the trial court should have assessed the out-of-pocket costs at or near \$0, because, *inter alia*, Wilson would have had to incur costs for some car regardless of whether he purchased the Aston Martin.

¶ 64 In deciding to allow Wilson to pursue out-of-pocket costs, the trial court found that Wilson was not substantially damaged during the time he was unaware of Napleton's fraudulent representations and otherwise drove and enjoyed the car without significant mechanical issue. The trial court also noted that Napleton had offered to buy back the car, thus appearing to accept Napleton's mitigation argument as framed during its offer of proof. Thus, to the extent that Napleton challenges the trial court's Rule 408 evidentiary ruling with respect to count II, we note that the court in fact did consider Napleton's settlement offer in determining count II compensatory damages. The trial court considered offsetting factors such as Wilson's use and Napleton's offer to buy back the car in awarding approximately \$74,000 in out-of-pocket costs as opposed to the \$138,000 Wilson requested. Wilson submitted proof of his out-of-pocket costs, and Napleton did not disagree with the figures. However, as in *Giammanco*, the trial court determined that the unique set of circumstances here rendered a strict application of out-of-pocket costs approach for calculating damages inappropriate. 253 Ill. App. 3d at 763. Thus, while the trial court awarded Wilson the entirety of his closing costs, maintenance costs, and license and registration fees, it essentially halved his lease payments and insurance payments. We cannot conclude that the trial court's decision in this regard was against the manifest weight of the evidence.

¶ 65 Next, we disagree with Wilson that, absent a counterclaim by Napleton, the trial court could not consider Wilson's use of the vehicle as a factor offsetting his damages. In support, Wilson cites cases instructing that section 2-608 of the Code of Civil Procedure (Code) provides that a counterclaim may include a request for a setoff:

“Any claim by one or more defendants against one or more plaintiffs, or against one or more codefendants, whether in the nature of setoff, recoupment, cross claim or otherwise, and whether in tort or contract, for liquidated or unliquidated damages, or for other relief,

may be pleaded as a cross claim in any action, and when so pleaded shall be called a counterclaim.” 735 ILCS 5/2-608 (West 2022).

Further, Wilson argues that, although section 2-608 employs permissive language, it “does not eliminate the need to include a request for setoff as part of a defendant’s pleadings.” *Vieweg v. Friedman*, 173 Ill. App. 3d 471, 474 (1988) (where the defendant never included a claim for setoff in his pleadings, the trial court was precluded from awarding a setoff to the defendant dealership in a breach-of-warranty case based on the plaintiff’s use of the vehicle).

¶ 66 We acknowledge the ruling in *Vieweg*, but ultimately do not construe Napleton’s argument for a reduction in damages as a type of counterclaim falling under section 2-608, especially where Napleton makes no argument for a setoff related to the initial sale of the car to the third-party financier. A “setoff” does not necessarily amount to a counterclaim as contemplated in section 2-608, but can also be used as an accounting method to avoid double recovery (*Barkei v. Delnor Hospital*, 207 Ill. App. 3d 255, 265 (1990)), or as a means to address a defendant’s argument that the plaintiff suffered little or no damages (*Ciampi v. Ogden Chrysler Plymouth*, 262 Ill. App. 3d 94, 97 (1994) (involving common law fraud and violations of the Act)). Indeed, in *Ciampi*, the appellate court held that the defendant’s request for a reduction in damages to account for the time that the plaintiff used the vehicle did not constitute a section 2-608 setoff requiring a pleading. *Id.* at 111. We similarly conclude that Napleton’s argument to reduce damages based on Wilson’s use of the vehicle merely demonstrated its position that Wilson suffered little or no damage during that time. It was not a counterclaim.

¶ 67 We also disagree with Wilson that the trial court’s offset analysis amounted to a misapplication of the discovery rule. The discovery rule provides that the statute of limitations does not begin to run until the injured party knows or should have known of his injury. *Knox*

College v. Celotex Corp., 88 Ill. 2d 407, 414 (1981). The discovery rule does not, of course, provide that a plaintiff is not injured until he discovers the injury. The trial court’s decision to award Wilson less than the total out-of-pocket costs incurred merely reflects its reasonable view that Wilson’s should not recover the entirety of his expenses associated with the car he drove and enjoyed for over two years.

¶ 68 Finally, we reject Napleton’s argument that damages for aggravation and inconvenience are not recoverable under the Act. While Napleton is correct that a plaintiff must have suffered actual damages to bring an action under the Act (*Avery v. State Farm Automobile Mutual Insurance Co.*, 216 Ill. 2d 100, 180 (2005)), damages for aggravation and inconvenience are compensable under the Act if they are part of a total award that includes economic damages. *Morris v. Harvey Cycle & Camper, Inc.*, 392 Ill. App. 3d 399, 402-03 (2009).

¶ 69 Napleton cites no case law contrary to the “*Morris* rule,” but argues that the language of section 10a(a) of the Act (815 ILCS 505/10a(a) (West 2022)), particularly the 1996 amendments to the Act (Pub. Act 89-144 (eff. Jan. 1, 1996)), support that *only* damages for actual, economic injury are compensable under the Act. The dissent likewise cites no case law contrary to *Morris* but argues that *Morris* incorrectly accepted aggravation and inconvenience damages without any meaningful analysis. In our view, however, section 10a(a) can be read in a manner consistent with the *Morris* rule and post-*Morris*, we observe that the legislature has not amended the statute to exclude damages for noneconomic harm. See *People v. Smith*, 2013 IL App (2d) 121164, ¶ 17 (when a statute has *been* judicially construed and the construction has not prompted an amendment, we may presume that the legislature has acquiesced in the court’s determination of the legislative intent). Nor, as we will explain, has the legislature amended the statute in response to the supreme

court’s ultimate rejection of the 1996 amendments. See, *e.g.*, *Allen v. Woodfield Chevrolet, Inc.*, 208 Ill. 2d 12, 22-23, 29 (2003).

¶ 70 When interpreting the language of a statute, our primary goal is to ascertain and give effect to the intent of the legislature. *MD Electrical Contractors, Inc. v. Abrams*, 228 Ill. 2d 281, 287 (2008). The most reliable indicator of the legislature’s intent is the plain language of the statute. *In re Detention of Lieberman*, 201 Ill. 2d 300, 308 (2002). Each word, clause, and sentence should be given reasonable meaning and not rendered superfluous. *Brucker v. Mercola*, 227 Ill. 2d 502, 514 (2007). The language of the Act is to be construed liberally to effectuate its purpose in protecting consumers against fraud and unfair and deceptive business practices. 815 ILCS 505/11a (West 2022); *Robinson v. Toyota Motor Credit Corp.*, 201 Ill. 2d 403, 416-17 (2002). Where the language of the Act is ambiguous, we may look to aids in statutory construction such as legislative history. *Krohe v. City of Bloomington*, 204 Ill. 2d 392, 397-98 (2003). Questions of statutory interpretation are reviewed *de novo*. *Id.* at 307.

¶ 71 Section 10a(a) of the Act, with the 1996 amended text emphasized, provides:

“Any person who suffers *actual* damage as a result of a violation of this Act committed by any other person may bring an action against such person. The court, in its discretion may award actual *economic* damages or any other relief which the court deems proper; *provided, however, that no award of punitive damages may be assessed under this Section against a party defendant who is a new vehicle dealer or used vehicle dealer ****, unless the conduct engaged in was willful or intentional and done with evil motive or reckless indifference to the rights of others.” (Emphases added.) 815 ILCS 505/10a(a) (West 2022)..

¶ 72 In Napleton’s view, the legislature’s decision to add the words “actual” and “economic” demonstrate its intent to clarify that *only* actual, economic damages are available under the Act. It

recognizes that the phrase “actual economic damages” is part of the larger phrase “actual economic damages *or any other relief* which the court deems proper.” It nevertheless reasons, without citation to authority, that “any other relief” means forms of relief other than money damages (*e.g.*, injunctive relief or declaratory relief). In its view, interpreting “any other relief” to allow damages for non-economic harm would lead to “a nonsensical result in which the second part of the sentence obviates the first part.”

¶ 73 Napleton initially fails to acknowledge that the supreme court in *Allen* held that the 1996 amendments were unconstitutional special legislation. See *Allen*, 208 Ill. 2d at 22-23, 29. The amendments made it more difficult for a plaintiff consumer to, *inter alia*, obtain punitive damages against a vehicle dealer as compared to other defendants. *Id.* Napleton nevertheless persists in its argument, noting in its reply brief that the change from “actual damages” to “actual economic damages” did not underly the *Allen* court’s concern with the amendments. However, the supreme court held that Public Act 89-144 was “void” and “relegate[d] the parties to such rights as they may have had prior to the enactment of this legislation.” *Id.* at 33. Justice Thomas cautioned in a partial dissent that not all of the amendments were unconstitutional, although he made no argument to preserve the word “economic” and in fact agreed with the majority’s decision to “invalidate the amendments to section 10a(a) of the Act.” *Id.* at 37 (Thomas, J., concurring in part and dissenting in part, joined by Garman, J.).

¶ 74 When the supreme court declared the 1996 amendments to section 10a(a) void and returned parties to their pre-1996 rights (*id.* at 33), the effect was to revert section 10a(a) to its preamendment language. That language read:

“Any person who suffers damage as a result of a violation of this Act committed by any other person may bring an action against such person. The court, in its discretion may

award actual damages or any other relief which the court deems proper.” 815 ILCS 505/10a(a) (West 1994).

Significantly, the legislature has not taken action to amend section 10a(a) following the supreme court’s decision in *Allen*. As Napleton observes, however, post-*Allen*, the supreme court continued to hold that “actual” damages were required to sustain a cause of action. See *Avery*, 216 Ill. 2d at 196 n.11 (declining to express any significance to the 1996 legislature’s insertion of the word “actual” but citing *Greisz v. Household Bank (Illinois)*, 8 F. Supp. 2d 1031, 1043 (N.D. Ill. 1998), which held that the insertion of the word “actual” had been a codification of existing law and which noted that actual damages were synonymous with general or compensatory damages). The supreme court has since quoted the 1996 section 10a(a) “economic” language, albeit with reference to other issues and without addressing its recent invalidation of the 1996 amendments to section 10a(a). See, e.g., *Crittenden v. Cook County Comm’n of Human Rights*, 2013 IL 114876, ¶ 28 (punitive damages); *Krautsack v. Anderson*, 223 Ill. 2d 541, 553 n.1 (2006) (attorney fees).

¶ 75 Even if we were to accept that the 1996 amendments to section 10a(a) concerning actual economic damages were mere codifications of existing law, such that *Allen* had no effect on the scope of recovery afforded by the Act, we would still have to address the phrase “any other relief.” Granted, one reasonable reading of the phrase “actual [economic] damages or any other relief” is that the word “damages” is to be juxtaposed with the word “relief” such that we understand that “relief” means only nonmonetary, equitable relief. The word “relief” is generally used in equitable contexts. See Black’s Law Dictionary (12th ed. 2024) (defining “relief” as “[t]he redress or remedy, esp. equitable in nature (such as injunction or specific performance), that a party asks of a court.—Also termed remedy.”).

¶ 76 However, another reasonable reading is to give full meaning to the word “any” and decline to insert the word “equitable” where the legislature did not include it. Indeed, the statute separately provides for injunctive relief—as well as attorney fees and costs—in section 10a(c), such that the phrase “any other relief” should be understood as broader than that. 815 ILCS 505/10a(c) (West 2022). Perhaps more compelling is that the phrase “any other relief” provides the statutory authority to award punitive damages. See, *e.g.*, *Dubey v. Public Storage, Inc.*, 395 Ill. App. 3d 342, 356 (2009). Punitive damages, of course, are not “actual, economic damages” (see *Gehrett v. Chrysler Corp.*, 379 Ill. App. 3d 162, 170 (2008)); nor are they a nonmonetary, equitable remedy. Therefore, we reject Napleton’s argument that “any other relief” means only nonmonetary, equitable relief. Rather, “any other relief,” being an expansive term, allows for aggravation and inconvenience damages consistent with the *Morris* rule.¹

¶ 77 To the extent that any ambiguity remains, the legislative history supports our interpretation. Although the 1996 amendments were ultimately held unconstitutional, the relevant proceedings show that even the representatives in favor of the amendments, which aimed to *restrict* the claims and relief available under the Act, asserted that the surviving phrase “any other relief” could allow for damages related to noneconomic loss:

“Schakowsky: My understanding is that not only would [this proposed amendment] affect fraud that’s committed by car dealers, but it would eliminate any kind of compensatory damage for any kind of non-economic loss, is that true Representative?

¹ We disagree with the dissent that the rationale in *Martin v. Heinold Commodities, Inc.*, 163 Ill. 2d 33, 68-69 (1994), implicitly suggests damages for aggravation and inconvenience are improper under the Act. In discussing damages under the Act, the court noted that damages must be directly and proximately caused by a violation of the Act. We discern no difficulty applying this principle to noneconomic damages such as for aggravation and inconvenience.

Cross: Well, Representative, this Section of the statute provides for actual damages. There's potential as well for punitive damages *and the statute also says, in this version, any other relief*. So there are... there's the potential for any of those.

Schakowsky: So, if there were harassing collection practices, which are not unknown in this... in this field, such as threatening arrest or calling the consumer inappropriate names, this would not result... *this would not result in any kind of economic loss, is that true?*

Cross: *Well, Representative, again, I look at line 12 of this Bill and it provides that any other relief could potentially be compensated*, but I would also remind you that there are four or five different areas of the law *** ...

Cross: ...that would provide recourse for the consumer. *** [B]ut [the Consumer Fraud Act] deals *primarily* with actual damages, you are right in that respect.” (Emphases added.) 89th Ill. Gen. Assem., House Proceedings, May 22, 1995, at 274-75 (statements of Representatives Schakowsky and Cross).

¶ 78 As such, when the question of recovery for noneconomic harm was directly placed before an advocate of the bill, he answered that the Act “primarily” deals with economic damages but that “any other relief could potentially be compensated” at the court’s discretion. This is entirely consistent with the holding in *Morris*. For these reasons, and mindful that the Act is to be liberally construed, we determine that section 10a(a) of the Act authorizes damages for noneconomic harm.

¶ 79 Finally, we decline Napleton’s request to reduce the trial court’s \$25,000 award for aggravation and inconvenience. “[T]he trier of fact *** can assess damages for inconvenience, aggravation and loss of use, notwithstanding the want of mathematical specifics so long as such assessment is reasonable and not punitive.” *McGrady v. Chrysler Motors Corp.*, 46 Ill. App. 3d 136, 140 (1977). Here, Wilson testified that the car was a significant purchase for his family. It was the most expensive vehicle he had ever purchased. He tried but was unable to re-trade it. He maintained the car for several years without being able to drive it. In the interim, he repaired, maintained, and drove a Ford Mustang with over 100,000 miles on it. Napleton asserts in a conclusory manner that Wilson’s aggravation and inconvenience was not more than a typical litigant. Napleton’s argument ignores that Wilson testified to the aggravation of owning, maintaining, and trying to sell a car he did not want, not the aggravation of the lawsuit itself. Such an assessment is for the trier of fact. Napleton has not persuaded us that the \$25,000 award for aggravation and inconvenience, nor the total \$99,000 compensatory award, was against the manifest weight of the evidence.

¶ 80 2. Count II Punitive Damages

¶ 81 As indicated previously, the trial court’s written order does not clearly state whether, or in what amount, it awarded punitive damages for count II. Napleton noted this problem in its November 3, 2023, postjudgment motion, but neither Napleton nor Wilson sought clarification. In its brief, Napleton states that the trial court entered judgment “consistent with the remitted damages amount” but cites to a postjudgment order that makes no such clarification as to count II punitive damages. Wilson is silent on the issue.

¶ 82 An argument can be made that the trial court meant to award *some* punitive damages for count II in answer to plaintiff’s request. The trial court stated, albeit in a paragraph addressing its

remittitur of count I damages, that it “agreed that some punitive damages are warranted for the reasons set forth in plaintiff’s brief.” Obscuring the matter, however, the trial court stated: “In addition to the compensatory and punitive damage award the plaintiff will recover a large fee award on Count II.” This latter sentence is sandwiched between two sentences pertaining to the remittitur of count I punitive damages, from which we infer that the court meant: “In addition to the compensatory and punitive damage award [on count I,] the plaintiff will recover a large fee award on Count II,” and thus, in the trial court’s view, a remittitur of count I punitive damages is warranted.

¶ 83 Even accepting that the trial court intended to award some punitive damages for count II, it did not set forth an amount. The trial court’s issuance of the \$400,000 punitive award clearly pertained to count I: “Accordingly, the punitive damages are *reduced* to \$400,000.” (Emphasis added.) Moreover a \$400,000 punitive award for count II may not be consistent with the trial court’s finding that “the degree of reprehensibility is relatively minor.” As such, absent a clear statement by the trial court, we cannot simply assume that, as an independent trier of fact, it likewise issued a \$400,000 count II punitive damages award.

¶ 84 The trial court’s silence on the issue may indicate the court’s belief that any award equal to or less than \$400,000 would have had no practical effect. However, the trial court’s count II punitive damages award, if any, will necessarily inform Wilson’s decision to accept or refuse the remitted count I punitive damages award. The lower the value of the count II punitive damages award, if any, the more likely Wilson may be to accept the remitted count I punitive damages award rather than risk the inability to replicate or exceed the remitted award in a new trial.

¶ 85 As such, on remand, we direct the trial court to clarify whether it awarded count II punitive damages and, if so, in what amount.

¶ 86

D. Count II: Attorney Fees and Costs

¶ 87

Finally, the parties challenge the trial court’s award of attorney fees and costs under the fee-shifting provision of the Act, section 10a(c). 815 ILCS 505/10a(c) (West 2022). Section 10a(c) provides:

“[I]n any action brought by a person under this Section, the Court *** may award, in addition to the relief provided in this Section, reasonable attorney’s fees and costs to the prevailing party.” *Id.*

¶ 88

Under the fee-shifting provision of the Act, a successful plaintiff is entitled to recover reasonable attorney fees and costs. *Id.*; *Demitro v. General Motors Acceptance Corp.*, 388 Ill. App. 3d 15, 22 (2009). The fee-shifting provision enables defrauded consumers to obtain representation and seek redress where they might otherwise be outmatched in resources and incentivizes counsel to accept difficult cases. *Casey v. Rides Unlimited Chicago, Inc.*, 2022 IL App (3d) 210404, ¶ 20; *Copeland v. Marshall*, 641 F.2d 880, 892 (D.C. Cir. 1980). A trial court’s award of attorney fees and costs is reviewed for an abuse of discretion. *Demitro*, 388 Ill. App. 3d at 22. Great deference is warranted because the award is dependent on the trial court’s superior familiarity with the case. *Id.* at 24. However, to the extent our review requires us to consider the definition of costs set forth in section 10a(c), our review is *de novo*. See *Lieberman*, 201 Ill. 2d at 307.

¶ 89

1. Attorney Fees

¶ 90

Wilson’s fee petition set forth 20 separate categories of work, such as drafting of complaints, discovery, pretrial conferences, motions *in limine*, and trial work. Each of the 20 groupings, set forth in unnumbered paragraphs, referenced as many as 100 time entries for a total of 1,453 time entries. Wilson attached those time entries, which included the date, description of work, the person performing the work, and the time spent in one-tenth hour increments. Wilson’s

attorneys provided evidence of the rates awarded to other Du Page County litigation attorneys and requested \$475 per hour. Wilson's attorneys did not provide evidence of their own past rates, noting that they were representing Wilson on a contingency basis. In total, Wilson sought approximately \$452,000 in attorney fees. Napleton responded that not all of the fees sought were necessary to Wilson's claim under the Act, as opposed to his common law claim. Napleton submitted evidence that, as recently as 2021, one of Wilson's attorneys had been awarded an hourly rate of \$275 as a result of a publicly filed fee petition.

¶ 91 In its attempt to award only those fees necessary to Wilson's claim under the Act and assess the number of reasonable hours, the trial court went through each of the 20 categories, awarding 0%, 50%, or 100% in each category. In so doing, it determined that a reasonable number of hours was 494.3 for the attorneys and 48.55 for the paralegal. It stated that neither side was to "blame" for the extensive litigation and that both sides "played a role in the extremely high number of hours needed on the case" to perform motion practice, discovery, and to conduct the trial. The trial court excluded those fees associated with *voir dire*, jury instructions, and deliberations, among others. The court determined that there was sufficient evidence from which to determine the appropriate hourly rates for the attorneys and paralegal, which it set at \$375 and \$130, respectively. Thus, the court awarded \$185,411 in attorney and paralegal fees.

¶ 92 The parties raise the following challenges to the trial court's attorney fee award: (1) per Napleton, Wilson's failure to submit evidence of his attorney's hourly rate in similar, noncontingent cases precludes the recovery of *any* attorney fees; (2) per Napleton, in the alternative, Wilson's attorneys are entitled to no more than \$275 per hour, the rate that one of them received in a recent publicly filed fee petition; (3) per Napleton, the fee award should be further reduced because the litigation was not necessary where Wilson declined Napleton's 2019

settlement offer and where Wilson should not have received fees for work performed prior to June 2020, the date Wilson amended his complaint to include count II; (4) per Wilson, the hourly fee should be increased to \$475, the prevailing market rate; and (5) per Wilson, the trial court acted without careful consideration when it summarily reduced the amount requested in the portions of the fee petition by 50%. For the reasons that follow, we reject the parties' challenges and affirm the attorney fee award.

¶ 93 Courts often use the lodestar method to calculate fees under the Act. The lodestar method multiplies the number of hours reasonably expended by a reasonable rate. *Copeland*, 641 F.2d at 891; see *Demitrio*, 388 Ill. App. 3d at 23-24. In assessing the reasonable number of hours, "a trial court is permitted to use its own knowledge and experience in assessing the time required to complete particular activities." *Demitrio*, 388 Ill. App. 3d at 24. In assessing the hourly rate, the trial court should consider the rate in the "relevant legal community for similar services by lawyers of reasonably comparable skills, experience, and reputation." (Internal quotation marks omitted.) *Id.* at 23. The rate the attorney agreed to charge, if there is one, and/or the attorney's past rates in similar cases are relevant. *Young v. Alden Gardens of Waterford, LLC*, 2015 IL App (1st) 131887, ¶¶ 95, 114 (applying the lodestar method to award attorney fees under the Whistleblower Act). However, the trial court is not bound by those rates, and it may award a higher fee. *Id.* ¶ 99. To hold otherwise would run counter to the goal of fee-shifting provisions intended to incentivize attorneys to take difficult cases. See *Copeland*, 641 F.2d at 892. The party seeking fees bears the burden of presenting sufficient evidence to support a determination that the fees sought are reasonable. *Young*, 2015 IL App (1st) 131887, ¶ 102. A properly supported fee petition should specify the services performed, by whom, the time expended, and the rate charged. *Id.*

¶ 94 Napleton argues that Wilson’s failure to attach his contingent fee agreement to the fee petition or otherwise provide evidence of his attorneys’ past hourly rates is fatal to his petition. One of Wilson’s attorneys represented at the hearing that Wilson entered into a contingent agreement, but Napleton notes on appeal that, hypothetically, that agreement may have contained an alternate hourly rate. Napleton cites *Young* for the proposition that a properly supported fee petition contains evidence of the attorney’s standard rate. *Id.* In *Young*, however, the appellate court determined that missing information concerning the attorney’s documentation supported the trial court’s decision to reduce the fee sought, not deny it all together. *Id.* Here, the trial court did reduce the hourly rate.

¶ 95 Napleton next argues in the alternative that the highest rate to which Wilson’s attorneys are entitled is \$275 per hour. Napleton submitted evidence that one of Wilson’s attorneys received that amount as a result of a 2021 fee petition. Contrary to Napleton’s position, under the lodestar method, a trial court is not bound to the attorney’s standard rate. *Id.* ¶ 99.

¶ 96 In this vein, we also reject Wilson’s argument that the trial court was required to set the hourly rate at \$475. Wilson submitted the signed declaration of fellow Du Page County attorney Amy Grogan. 735 ILCS 5/1-109 (West 2022). Grogan, like Wilson’s counsel, had more than 20 years of experience. She attested that her rate has been between \$375 and \$450 per hour over the past two years, which was consistent with the rates charged by other Du Page County litigation attorneys. Wilson also cited *Casey*, 2022 IL App (3d) 210404, ¶ 27 (favorably citing a 2015-16 consumer law report that documented hourly rates in the \$475 range). We first observe that the trial court’s decision to set the hourly rate at \$375 is consistent with Wilson’s own evidence; Grogan represented that she has charged that amount within the last two years. Even in light of evidence supporting an hourly rate of \$475, Wilson’s failure to submit evidence of his attorneys’

standard rates supported the reduction of the fee award. See *Young*, 2015 IL App (1st) 131887, ¶ 102. Further, the trial court was free to consider Napleton’s evidence that the hourly rate of one of Wilson’s attorneys was \$275. *Id.* ¶ 95. The trial court did not abuse its discretion in setting the hourly rate at \$375.

¶ 97 We next reject Napleton’s argument that the trial court was required to further reduce the fee award because the litigation was not necessary where Wilson declined Napleton’s 2019 settlement offer. See *id.* ¶ 106 (in determining a reasonable fee, the trial court may consider whether the litigation was overly aggressive). At the hearing, the trial court inquired about the settlement agreement. Napleton represented, consistent with its earlier offer of proof, that it had offered to buy back the vehicle and reimburse Wilson for at least some of his out-of-pocket costs. Wilson represented that he had counteroffered, but Napleton rejected the counteroffer. Thus, the evidence supported the trial court’s determination that neither party bore sole responsibility for the extensive litigation such that fees should be further reduced on that ground.

¶ 98 We also reject Napleton’s argument that Wilson should not be awarded any fees incurred prior to June 2020, the date Wilson amended his complaint to include count II. A plaintiff may recover attorney fees under the Act for work performed for a common law claim when that work is inextricably intertwined with the statutory claim. *Dubey*, 395 Ill. App. 3d at 361 (the conversion and breach of contract claims were based on the same evidence necessary to pursue a claim under the Act). The mere timing of the work—*i.e.*, being performed before the statutory claim was filed—does not demonstrate that the work was not ultimately used to support the prevailing claim under the Act.

¶ 99 Related, we reject Wilson’s argument that the trial court arbitrarily excluded certain categories of fees and reduced other categories by 50%. We acknowledge that a trial court abuses

its discretion when it declines to award the fees set forth in a prevailing party's fee petition without explanation. *Casey*, 2022 IL App (3d) 210404, ¶ 29. Here, unlike in *Casey*, the trial court explained its ruling. After reviewing a detailed fee petition and conducting a hearing, the trial court set the hourly rate and, by awarding 0%, 50%, or 100% across 20 categories, set the number of hours it deemed reasonable. The trial court noted that it excluded fees for work that clearly corresponded with the common law claim, such as work on *voir dire*, jury instructions, and deliberations. However, it also excluded fees in categories such as motions pleadings and court hearings on the initial complaint, third-party discovery for an insurance claim, the discovery depositions of numerous witnesses, and certain work related to punitive damages, and it reduced fees in categories such as discovery, deposition testimony of Napleton's employees, pretrial conferences and motions *in limine*, and trial work. These rulings can be understood by cross-referencing the trial court's 20-point ruling with the corresponding paragraphs in the fee petition. There is sufficient documentation in this case to understand and review the trial court's award. *In re Marriage of Kane*, 2016 IL App (2d) 150774, ¶¶ 28-30 (where the itemized billing statement is scrutinized by the parties and by the trial court, and a hearing is conducted, it cannot be suggested that the trial court's subsequent ruling is arbitrary). Contrary to Wilson's position, there is no requirement that the trial court issue a line-by-line review. *Id.* ¶ 31.

¶ 100 For these reasons, we find no abuse of discretion and affirm the attorney fee award of \$185,411 for count II.

¶ 101 2. Costs

¶ 102 Wilson moved for costs pursuant to section 5-108 of the Code (735 ILCS 5/5-108 (West 2022)) and section 10a(c) of the Act (815 ILCS 505/10a(c) (West 2022)). Section 5-108 of the Code provides:

“If any person sues in any court of this state in any action for damages personal to the plaintiff, and recovers in such action, then judgment *shall* be entered in favor of the plaintiff to recover costs against the defendant, to be taxed, and the same shall be recovered and enforced as other judgments for the payment of money ***.” (Emphasis added.) 735 ILCS 5/5-108 (West 2022).

¶ 103 Although section 5-108 of the Code specifically references “damages personal to the plaintiff,” it has been relied upon as authority to award costs to prevailing plaintiffs outside the personal injury context and both parties accept its applicability here. See, *e.g.*, *Kehoe v. Wildman, Harrold, Allen & Dixon*, 387 Ill. App. 3d 454, 471-72 (2008) (breach of contract and breach of fiduciary duty actions).

¶ 104 Again, section 10a(c) of the Act provides:

“[I]n any action brought by a person under this Section, the Court *** *may* award, in addition to the relief provided in this Section, reasonable attorney’s fees and costs to the prevailing party.” (Emphasis added.) 815 ILCS 505/10a(c) (West 2022).

¶ 105 Wilson attached a line-item exhibit detailing \$18,202 in costs. Napleton responded that Wilson’s request for costs was too broad and that, pursuant to *Vicencio v. Lincoln-Way Builders, Inc.*, 204 Ill. 2d 295, 302 (2003), section 5-108 mandates recovery only of “costs commonly understood to be ‘court costs,’ such as filing fees, subpoena fees, and statutory witness fees, to the losing party.” Napleton agreed that \$4,980, including filing fees and certain deposition costs, represented recoverable court costs as defined in *Vicencio*. It disagreed that the following costs were recoverable: \$2,500 in witness fees for other depositions; \$7,755 in costs associated with other depositions that, in Napleton’s view, were not “necessarily used at trial” and for transcripts;

\$1,662 in costs for technology, statutory witness fees for trial, and deposition proceedings; and \$1,305 in costs for process servers.

¶ 106 Wilson agreed that Napleton correctly identified \$4,980 in “costs” mandated by section 5-108. He continued, however, that he was not restricted to “costs” mandated by section 5-108. He also sought costs pursuant to section 10a(c) of the Act. He argued that, because section 10a(c) was meant to incentivize parties and their attorneys to pursue claims even if the value of the claim was low, “costs” recoverable pursuant to section 10a(c) of the Act were more expansive than under section 5-108 of the Code. Wilson argued at the hearing: “[T]hink about if this case involved a much smaller matter of harm to a Plaintiff. The kind of cost that somebody incurs in a case would be prohibitive to bringing an action like this and people wouldn’t vindicate their rights simply because the sheer expense of taking depositions and issuing trial subpoenas and all of that is expensive.” Wilson noted that, in *Grauer v. Clare Oaks*, 2019 IL App (1st) 180835, ¶ 156, the appellate court had accepted a similar argument in interpreting the fee-shifting provision set forth in the Nursing Home Care Act (210 ILCS 45/3-602 (West 2016)) (“[t]he licensee *shall* pay the actual damages and costs and attorney’s fees to a facility resident whose rights, as specified in Part 1 of Article II of this Act, are violated” (emphasis added)).

¶ 107 After hearing argument, the court ruled: “[Wilson’s] Motion for Costs is denied in part and granted in part. Pursuant to [*Vicencio*], certain costs are recoverable. The court declines to expand ‘costs’ beyond *Vicencio*. However, the \$60 claimed for service of the initial complaint is recoverable for a total cost award of \$5,040.”

¶ 108 Wilson argues that the trial court erred in limiting his recovery to the costs mandated by section 5-108 of the Code and contends that the court should award additional costs permitted under section 10a(c) of the Act. As we will explain, however, the trial court *did* award costs beyond

those mandated by section 5-108. In addition to filing fees and the like, the court also awarded certain deposition costs. Although the court referenced *Vicencio* by name, in substance, it awarded costs pursuant to the established definition of costs set forth in *Galowich v. Beech Aircraft Corp.*, 92 Ill. 2d 157, 165-66 (1982) (defining costs as “expenses necessarily incurred in the assertion of [one’s] rights in court”). Indeed, Napleton utilized the *Galowich* definition in arguing against the recovery of \$7,755 in costs associated with other depositions that, in Napleton’s view, were not “necessarily used at trial.” *Vicencio*, in turn, while denying deposition costs under section 5-108, relied upon the *Galowich* in determining that certain deposition costs may be recoverable under other provisions. *Vicencio*, 204 Ill. 2d at 308.

¶ 109 We agree with the reasoning set forth in *Grauer* that, when the purpose of an act is to incentivize plaintiffs, *e.g.*, victims of consumer fraud, to pursue otherwise costly claims, the Act’s fee-shifting provision is meant to provide a prevailing plaintiff the opportunity to recover something beyond the basic court costs to which any prevailing plaintiff suffering personal damages is entitled. *Grauer*, 2019 IL App (1st) 180835, ¶ 156. Section 5-108 already *mandates* the recovery of those basic court costs to any such prevailing plaintiff. 735 ILCS 5/5-108 (West 2022). Section 10a(c), in turn, *authorizes* the court, in its discretion, to award costs to the plaintiff. 815 ILCS 505/10a(c) (West 2022). It would make little sense if an allowance of discretionary costs under a provision meant to incentivize the pursuit of costly litigation allowed for *less* potential recovery of costs than a statute mandating costs to any plaintiff in a civil suit who suffered personal damages. Rather, knowing that a prevailing plaintiff suffering personal damages in any civil suit would already be entitled to basic court costs under section 5-108 of the Code, the legislature intended to authorize the court, in its discretion, to provide broader costs under section 10a(c) of the Act.

¶ 110 Napleton argues that the *Grauer* court’s reasoning was specific to the Nursing Home Care Act. Indeed, the *Grauer* court recognized that costs to procure medical evidence can be prohibitively high and, in addition, the plaintiffs likely to pursue a claim under that act were *per se* vulnerable in that they were in a physical state that required nursing home care and, frequently, of advanced age such that they would have a legitimate concern that they would not live to see the resolution of their claim. *Grauer*, 2019 IL App (1st) 180835, ¶¶ 126, 152. Prospective victims of the Act do not share similar *per se* vulnerabilities. However, neither does the Act provide that costs *shall* be paid by a defendant who has violated the Act. Instead, the Act provides that the court *may* award costs to the prevailing party. 815 ILCS 505/10a(c) (West 2022).

¶ 111 We are not persuaded by Napleton’s citation to *TruServe Corp. v. Ernst & Young, LLP*, 376 Ill. App. 3d 218, 227 (2007). There, in the context of reviewing an arbitrator’s decision, the court stated that it was “gross error” to award costs for expert witness fees pursuant to section 10a(c). However, *TruServe* relied upon *Vicencio*, which is a section 5-108 case. Summarily relying on a section 5-108 case to discern the scope of recoverable costs under section 10a(c) begs the instant question of whether section 10a(c) allows for a broader recovery of costs than section 5-108.

¶ 112 We recognize, as the nursing home in *Grauer* argued, that other statutes contain fee-shifting provisions that more precisely define recoverable costs and expenses. See *Grauer*, 2019 IL App (1st) 180835, ¶ 148; see also 740 ILCS 175/4(d)(2) (West 2022) (the Illinois False Claims Act provides that a successful litigant is entitled to the “amount for reasonable expenses which the court finds to have been necessarily incurred, plus reasonable attorneys’ fees and costs”); 740 ILCS 174/30(5) (West 2022) (the Whistleblower Act allows a successful plaintiff to seek recovery for “compensation for any costs incurred as a result of a violation, including litigation costs, expert

witness fees, and reasonable attorney’s fees”). Ultimately, however, in interpreting section 10a(c) of the Act, we are persuaded that the fee-shifting provision incentivizing litigants to pursue, and attorneys to accept, difficult and otherwise cost-prohibitive cases, should enable the court, in its discretion, to award costs necessarily incurred.

¶ 113 In this case, contrary to the parties’ arguments, the trial court *did* award costs beyond those mandated by section 5-108. For example, the court awarded deposition costs, such as videographer fees and reporter’s transcript and attendance fees, associated with witnesses whose deposition testimony was read or played to the jury. These witnesses included Miller (the third purchaser of the car), the expert who testified to the car’s valuation, a dealer who refused to buy the car in 2018, as well as a witness from the repair shop. It does not appear that the court allowed Wilson to recoup litigation costs incurred merely for his convenience rather than his necessity. See *Galowich*, 92 Ill. 2d at 166-67 (courts should not “encourage increased deposition taking, and consequent increases in the delay and expense of litigation, with the prospect that the expense may eventually be recouped in an award of costs”). Wilson makes no attempt to further delineate the costs set forth on its chart or to argue with greater specificity that certain denied costs were particularly necessary to assert his rights at trial. Where section 10a(c) allows the trial court to award costs, and where the court here awarded “to some extent at least” costs necessarily incurred by Wilson to assert his rights at trial, we find no abuse of discretion. See *id.* at 165.

¶ 114 III. CONCLUSION

¶ 115 The judgment of the circuit court of Du Page County is affirmed in part, reversed in part, and remanded with directions.

¶ 116 Affirmed in part and reversed in part; cause remanded with directions.

¶ 117 JUSTICE ANDERSON, concurring in part and dissenting in part:

¶ 118 I am not surprised the trial judge viewed \$1.16 million in damages as being excessive. It is not as though the Aston Martin was a DB5 driven by a British spy. Indeed, the first James Bond movie, *Dr. No* (Eon Productions 1961), did not even cost that much to produce. But, I agree with the majority that the trial judge followed an incorrect procedure.

¶ 119 Nonetheless, I depart from the majority’s decision over the recognition of “aggravation and inconvenience” damages under the Act. First, the cases that consider aggravation and inconvenience as a component of compensatory damages rest on an unsteady analytical foundation. Second, the statutory language does not permit vague and incalculable damages, as Illinois courts have repeatedly held. Third, awarding aggravation and inconvenience damages is imprudent and contrary to the purpose of the Act for several reasons.

¶ 120 At the outset, however, I feel some discussion is needed regarding *Allen v. Woodfield Chevrolet, Inc.*, 208 Ill. 2d 12 (2003). As the majority correctly notes, effective January 1, 1996, our legislature amended the Act to read in pertinent part as follows, with newly-added language emphasized: “Any person who suffers *actual* damage as a result of a violation of this Act committed by any other person may bring an action against such person. The court, in its discretion may award actual *economic* damages or any other relief which the court deems proper ***.” (Emphases added.) Pub. Act 89-144 (eff. Jan. 1, 1996) (amending 815 ILCS 505/10a(a)). In *Allen*, our supreme court seemingly struck down the amendment in its entirety, including the emphasized text quoted above. *Allen*, 208 Ill. 2d at 33. The emphasized language relating to damages was not at issue in *Allen*, but the supreme court declared the amendments (Pub. Act 87-1140 (eff. Jan. 1, 1993) and Pub. Act 89-144 (eff. Jan. 1, 1996)) unconstitutional—it did not say that only parts of the amendments were unconstitutional. *Allen*, 208 Ill. 2d at 33. That said, Justice Thomas, joined by Justice Garman, wrote separately to express the view that “the remaining amendments to section

10a are perfectly constitutional.” *Id.* at 34 (Thomas, J., concurring in part and dissenting in part, joined by Garman, J.). Was he merely emphasizing what he felt the majority decided? Or did his statement express a view regarding the other aspects of the amendments that five other justices declined to adopt? To me, it appears to be the latter. Yet, even since *Allen*, dozens of judicial decisions, from federal courts sitting in Illinois (*Trinity Metals, LLC v. U.S. Conveyor Technologies Manufacturing, Inc.*, No. 23-CV-1149, 2023 WL 4626935, at *7 (C.D. Ill. July 19, 2023)), to the Illinois Supreme Court (*Crittenden v. Cook County Comm’n on Human Rights*, 2013 IL 114876, ¶ 28; *Krautsack v. Anderson*, 223 Ill. 2d 541, 553 (2006)), to the Illinois Appellate Court (*Bain v. Airoom, LLC*, 2022 IL App (1st) 211001, ¶ 33; *Benzakry v. Patel*, 2017 IL App (3d) 160162, ¶ 75), have quoted the unconstitutional amended language and treated the Act as though it conveys a cause of action to a person who has suffered *actual* damage and as though it empowers a court to award actual *economic* damages.

¶ 121 While clarification from our supreme court regarding the distinction between the *Allen* holding and post-*Allen* practice would be welcome, we do not need it for purposes of our decision today, for two reasons. First, the majority’s acceptance of aggravation and inconvenience damages is largely focused on the “or any other relief which the court deems proper” language from the statute, which *Allen* did not impact. Second, even without the 1996 amendment that tightened the type of damages that could trigger a claim and award under the Act, the amendatory language merely clarified and codified an interpretive approach that had already been taken, and continues to be taken, by our courts. Indeed, the requirement of “actual” damage has been repeatedly held to mean those damages that are pecuniary, concrete, ascertainable, calculable, and economic; damages that are speculative or theoretical are insufficient. See *Camasta v. Jos. A. Bank Clothiers, Inc.*, 761 F.3d 732, 739 (7th Cir. 2014) (actual damages “ ‘requires that the plaintiff suffer actual

pecuniary loss’ ” (quoting *Kim v. Carter’s Inc.*, 598 F.3d 362, 365 (7th Cir. 2010) (actual damage means a pecuniary injury)); *Frye v. L’Oreal USA, Inc.*, 583 F. Supp. 2d 954, 957 (N.D. Ill. 2008) (to establish actual damages, a plaintiff must show she has been harmed in a concrete, ascertainable way that affected plaintiff in a way that made her tangibly worse off); *Price v. Philip Morris, Inc.*, 219 Ill. 2d 182, 275, 283 (2005) (Karmeier, J., concurring) (stating “[t]heoretical harm is insufficient. Damages may not be predicated on mere speculation, hypothesis, conjecture or whim” and concluding “[h]aving sustained no pecuniary harm, plaintiffs lack the actual economic damages necessary to sustain their cause of action”); *Mulligan v. QVC, Inc.*, 382 Ill. App. 3d 620, 628 (2008) (actual damage requires that the plaintiff suffer “actual pecuniary loss”); *Verb v. Motorola, Inc.*, 284 Ill. App. 3d 460 (1996) (plaintiff failed to allege actual damage where allegations were based on mere theoretical possibilities of injury); *Petty v. Chrysler Corp.*, 343 Ill. App. 3d 815, 823 (2003) (damages may not be predicated on mere speculation, hypothesis, conjecture, or whim); and *Burkhart v. Wolf Motors of Naperville, Inc.*, 2016 IL App (2d) 151053, ¶ 22 (actual damages must be calculable and “measured by the plaintiff’s loss” (internal quotation marks omitted)). With this in mind, I turn to the infirmities that are connected to awarding aggravation and inconvenience damages under the Act.

¶ 122

I. Flawed Precedent

¶ 123

The notion of aggravation and inconvenience damages for a violation of the Act seems to have largely originated in *Roche v. Fireside Chrysler-Plymouth, Mazda, Inc.*, 235 Ill. App. 3d 70, 86 (1992). There, the plaintiff sued a car dealership for conversion and statutory fraud. A jury awarded the plaintiff \$2,405 in compensatory and punitive damages for conversion. The trial court also found the defendant had violated the Act and awarded the plaintiff \$750 in additional damages for aggravation and inconvenience. The appellate court affirmed, stating:

“Here, plaintiff was misled by [defendant] into believing that her trade-in vehicle was ample down payment for the new [car] and that [defendant] could arrange financing for her if she needed it. When this representation proved to be untrue and [defendant] failed to sell plaintiff the new [car] based on the terms of the original agreement or to return her used car or the equity in it, a direct violation of the Consumer Fraud Act occurred and resulted in damage to plaintiff. Accordingly, the trial court did not err in awarding plaintiff damages under the Consumer Fraud Act in the amount of \$750 for aggravation and inconvenience.” *Id.*

¶ 124 That is the entire analysis. Absent from *Roche* is any meaningful discussion of whether and why aggravation and inconvenience should be included as components of compensatory damages for a violation of the Act. Indeed, it is not even clear whether the general availability of such damages was in dispute.

¶ 125 In *Xydakis v. Target, Inc.*, 333 F. Supp. 2d 686 (N.D. Ill. 2004), the court considered whether nominal damages were sufficient to support a claim under the Act. The court stated:

“[P]laintiff *** implies that he did suffer some actual damages as a result of defendant’s alleged violations of the Act. In doing so, he relies on [*Roche*], in which the court determined that a jury award of \$750 for ‘aggravation and inconvenience’ was not erroneous. In *Roche*, however, the plaintiff had demonstrated that she suffered other harm as a result of the defendant’s wrongdoing and her aggravation was only part of the award. [Citation.] In any case, plaintiff fails to allege any such harm and, as we stated when dismissing the claim, fails to allege any actual damages resulting from defendants’ conduct.” *Id.* at 688.

¶ 126 That brings us to *Morris v. Harvey Cycle & Camper, Inc.*, 392 Ill. App. 3d 399, 402-03 (2009). In *Morris*, the plaintiff claimed that a car dealership engaged in deceptive conduct during an attempted vehicle sale to her brother. Although the dealership informed the brother that the purchase was subject to financing approval, it accepted a down payment and allowed him to take the vehicle home while the financing remained unresolved. *Morris*, 392 Ill. App. 3d at 400. A few days later, the dealership contacted him under the guise of needing additional signatures. When the brother returned with the plaintiff, the dealership informed them that financing had not been approved and attempted to pressure the plaintiff into co-signing the loan. When she refused, the dealership demanded the return of the vehicle but would not return the brother's down payment. Employees allegedly shouted at the plaintiff, blocked their exit with other vehicles, and contacted the police to report the car stolen. *Id.* The car was ultimately returned in exchange for a refund of the down payment. The plaintiff eventually sued under the Act, seeking damages for emotional distress, inconvenience, and aggravation. *Id.* at 401.

¶ 127 The *Morris* court affirmed the dismissal of the statutory fraud claim. The court rejected the plaintiff's damages claims, finding that the Act "provides remedies for purely economic injuries," and that actual damages must be "calculable and 'measured by the plaintiff's loss.'" *Id.* at 402 (quoting *Chicago v. Michigan Beach Housing Cooperative*, 297 Ill. App. 3d 317, 326 (1998), and citing *White v. DaimlerChrysler Corp.*, 368 Ill. App. 3d 278, 287 (2006)). Further, *Morris* synthesized *Roche* and *Xydakis*, finding that damages for aggravation are compensable under the Act only when they are part of a total award that includes actual economic damages. *Id.* 402-03 (citing *Xydakis*, 333 F. Supp. 2d at 688). Thus, the plaintiff's claim under the Act failed only because she could not link a pecuniary loss to her damages for inconvenience, aggravation, and emotional harm. *Id.* at 403.

¶ 128 Amongst *Roche*, *Xydakis*, and *Morris*, we have only one case where a plaintiff recovered damages under the Act for aggravation and inconvenience. Again, that case (*Roche*) involved a \$750 award and offered almost no analysis as to the propriety of its decision. It is confounding that a legal principle recognized in such a passing fashion in *Roche* can become so indelibly ingrained in our jurisprudence without any meaningful scrutiny.² Nonetheless, the majority here relies on this series of cases to sign off on aggravation and inconvenience damages based on an alleged link between Wilson’s pecuniary loss and his claimed aggravation and inconvenience.

¶ 129 II. Statutory Language and Supreme Court Precedent

¶ 130 The majority rests its analysis, largely, on the court’s authority to award “any other relief the court deems proper.” However, this language cannot be read as a blank check allowing an award of subjective, noneconomic damages. It follows immediately after the Act’s express authorization of “actual” damages, which (even without the 1996 amendment to “actual economic damages” and the supreme court’s decision in *Allen*, 208 Ill. 2d at 22-23, 29 (majority opinion), has always been held to mean actual *economic* damages. The language signals the legislature’s focus on measurable pecuniary loss. In that context, “other relief” is best understood to refer to

² See, e.g., *Ainsworth v. Jidd Enterprises, LLC*, 2024 IL App (1st) 230938-U, ¶ 28 (“Illinois law provides that if the plaintiff has suffered an economic loss, noneconomic injuries such as emotional distress, inconvenience, and aggravation are compensable” under the Act); *Olson v. Ferrara Candy Co.*, 2025 IL App (1st) 241126, ¶¶ 67-71 (reversing dismissal on pleadings grounds); *Demarco v. CC Services Inc.*, 2017 IL App (1st) 152933-U, ¶ 40 (acknowledging *Roche* and *Morris* but finding that the plaintiff failed to adequately allege that she suffered “aggravation and inconvenience” due to the defendant’s conduct). While *Demarco* is a Rule 23 decision that predates the changes to circumstances in which Rule 23 cases may be cited, the former prohibition on the use of Rule 23 dispositions applied, under its plain terms, to parties and not courts. *Byrne v. Hayes Beer Distributing Co.*, 2018 IL App (1st) 172612, ¶ 22.

equitable remedies such as rescission, restitution, or injunctive orders—all of which can further the Act’s consumer-protection purpose. See Black’s Law Dictionary (12th ed. 2024) (defining “relief” as “[t]he redress or remedy, esp. equitable in nature (such as injunction or specific performance), that a party asks of a court—Also termed remedy.”) If “any other relief” included every form of noneconomic harm imaginable, the opening limitation to “actual” damages (again, always deemed to mean actual *economic* damages) would be meaningless. Courts avoid readings that render statutory language superfluous. *Solon v. Midwest Medical Records Ass’n*, 236 Ill. 2d 433, 441-42 (2010).

¶ 131 *Roche* and *Morris* stretched this language beyond recognition by treating it as an invitation to graft damages for aggravation and inconvenience onto the statute. That interpretation both undermines the Act’s economic focus and conflicts with the well-settled principle that compensable damages must be identifiable and quantifiable. It makes little sense to require that actual monetary damages serve as a gateway to bootstrap aggravation and inconvenience damages. Either such harms are independently compensable under the Act, or they are not.

¶ 132 The majority’s analysis conflicts with Illinois Supreme Court precedent involving available damages. In *Martin v. Heinold Commodities, Inc.*, 163 Ill. 2d 33, 68-69 (1994), our supreme court considered the Act’s “other relief which the court deems proper” language. That case was decided well before the 1996 statutory amendment that tightened recoveries to “actual economic damages.” Even under the broader preamendment statutory language that existed, the court recognized that “other relief” includes punitive damages but does not permit the court “free rein to award any amount of damages it chooses. The damages must be ‘proper.’ ” *Id.* at 68. Specifically, damages must be a “direct and proximate” result of a violation of the Act. *Id.* at 68-69 (citing cases with approval). See *Garcia v. Wells Fargo Bank, N.A.*, 653 F. Supp. 3d 501, 520 (N.D. Ill. 2023) (to

prevail under Act, a plaintiff must demonstrate that the defendant’s conduct is the cause of the injury, requiring a showing of both “causation in fact” (*i.e.*, “but for”) and “legal causation” (*i.e.*, foreseeability)). Aggravation and inconvenience damages are not direct and proximate because they are inherently subjective, unforeseeable, and not tied to any pecuniary loss. They are remote and indirect at best.

¶ 133 Damages for aggravation and inconvenience also conflict with longstanding precedent that damages must be based on an actual loss that is sufficiently quantifiable, as discussed above. That was the clear message in *Avery v. State Farm Mutual Automobile Insurance Co.*, 216 Ill. 2d 100 (2005), a consumer fraud and breach of contract case. There, an expert witness noted that the plaintiff sought, in part, “specification damages,” which he defined as “damages *** incurred when [the insurer] specified a non-OEM part on the repair estimate.” *Avery*, 216 Ill. 2d at 119. While addressing the requisite showing for those damages in an Act claim, the supreme court explained that “reliance on specification damages is entirely inappropriate for [a plaintiff’s] consumer fraud claim. As explained in our discussion of plaintiffs’ breach of contract count, specification damages are not, in fact, real or measurable damages and, hence, in no way constitute ‘actual damage’ within the meaning of the Act.” *Avery*, 216 Ill. 2d at 197-98. Thus, for damages to be compensable under the Act, they must be identifiable and measurable. Here, the damages sought for aggravation and inconvenience are immeasurable and thus, as in *Avery*, are not compensable.

¶ 134 Our supreme court has noted a similar standard in a variety of other contexts and cases in which compensable damages are not defined by statute. See, *e.g.*, *Midwest Sanitary Service, Inc. v. Sandberg, Phoenix & Von Gontard, P.C.*, 2022 IL 127327, ¶ 49 (stating, “Therefore, when the punitive damages paid in an underlying action are proximately caused by the attorney’s alleged

negligence, they are an element of compensatory damages in a malpractice action when the damages are certain and not speculative, compensate the plaintiff for its losses, and do not punish the negligent attorney.”); *In re Estate of Powell*, 2014 IL 115997, ¶ 13 (stating, “Actual damages are never presumed in a legal malpractice action and the plaintiff must demonstrate that he has sustained a monetary loss as a result of the lawyer’s negligent act. [Citation.] Damages are considered speculative only if their existence is uncertain, not if the amount is uncertain or yet to be fully determined.”); *Tri-G, Inc. v. Burke, Bosselman & Weaver*, 222 Ill. 2d 218, 248 (2006) (stating, “The controlling principles are well established. ‘A recovery may be had for prospective profits when there are any criteria by which the probable profits can be estimated with reasonable certainty.’ *Barnett v. Caldwell Furniture Co.*, 277 Ill. 286, 289 (1917).”); *Northern Illinois Emergency Physicians v. Landau, Omahana & Kopka, Ltd.*, 216 Ill. 2d 294, 314 (2005) (stating, “A mere change in the identity of the judgment creditor, without more, entails no quantifiable damages. It is therefore insufficient to meet the requirement of actual damages necessary to sustain a cause of action for legal malpractice.”); *Van Laten v. City of Chicago*, 28 Ill. 2d 157, 161 (1963) (Stating in a challenge to a zoning ordinance that the “testimony did not fix the extent of damages to [certain property]. The evidence does not establish any significant or measurable loss in value of such property”). In the absence of any evidence of quantifiable or measurable loss, a damage award for aggravation and inconvenience is improper.

¶ 135 Further, section 10(a) of the Act tempers the Court’s authority to award actual economic damages and other relief by requiring appropriate discretion. That discretion is not boundless. Permitting awards that are inherently subjective, immeasurable, and untethered to pecuniary loss, pushes discretion beyond its limits. Such awards invite arbitrary and inconsistent results and shift the Act away from its central purpose of remedying economic harm caused by deceptive practices.

To my mind, the better view is that it would constitute an abuse of discretion to recognize aggravation and inconvenience damages under the Act.

¶ 136 Nor should our statutory analysis be influenced by the fact that the legislature has not amended the Act since *Morris*. Sometimes silence is not consent; it is just silence. Legislative indifference is “merely a jurisprudential principle; it is not a rule of law.” *People v. Perry*, 224 Ill. 2d 312, 331 (2007). It is not conclusive (*Blount v. Stroud*, 232 Ill. 2d 302, 325 (2009)), and that is especially true when we are talking about appellate rather than supreme court decisions. A failure to amend a law does not necessarily amount to endorsement of prior judicial gloss, particularly when that gloss lacks meaningful reasoning in the first place, as happened in *Roche* and *Morris*. To suggest otherwise risks elevating silence into lawmaking and freezes into permanence what may have been an analytical misstep from the start. If anything, the fact that our legislature amended the statute (effective January 1, 1996) to clarify that only actual *economic* damages are available demonstrates the legislature’s dissatisfaction with the 1992 decision in *Roche*.

¶ 137 III. The Purpose of the Act and the Imprudence of Vague Damages

¶ 138 In addition to resting on a weak precedential foundation, and a suspect statutory analysis, *Roche* and *Morris* turn the statute into something it was never intended to be. There are at least three reasons why the wisdom behind awarding compensatory damages for “aggravation and inconvenience” is as frail as the caselaw that purportedly supports it.

¶ 139 First, the Act was not designed to soothe bruised feelings but, rather, to redress real financial harm. It exists to protect consumers and businesses from deceptive practices that result in actual, measurable economic injury. Including “aggravation and inconvenience” as compensable damages erodes the statute’s focus, blurs the boundary between legal wrongs and ordinary consumer dissatisfaction, and opens the courthouse doors to every minor grievance

masquerading as a legal harm. Such an expansion not only burdens courts with trivial claims but also invites speculative damage claims, since aggravation and inconvenience are inherently subjective, unquantifiable, and elastic. Even when interpreting a law commonly referred to as the “Consumer Fraud Act,” Illinois courts are not akin to a customer service counter at the mall.

¶ 140 Second, when determining damages for statutory fraud, Illinois courts most commonly follow the benefit-of-the-bargain rule. *Mulligan*, 382 Ill. App. 3d at 627. That approach requires that damages be calculated by assessing the difference between the actual value of the property sold and the value the property would have had at the time of the sale if the representations had been true. *Id.* Awarding aggravation and inconvenience damages fundamentally changes the way compensatory damages are calculated in a fraud case. Every lawyer who is prosecuting a claim under the Act (assuming pecuniary damages also exist) ought to seek leave to amend to plead aggravation and inconvenience damages. After all, how often is the victim of fraud *not* aggravated and inconvenienced? Imagine how the plot to *Casino Royale* (Eon Productions 2006) would have been different if the terrorists who gave Le Chiffre \$100 million to invest had only lost their money but were not *also* aggravated and inconvenienced.

¶ 141 Third, Illinois law already provides remedies for severe emotional or dignitary harms. Those claims require higher thresholds of harm for a recovery precisely because they lack the objective benchmarks of economic injury. The Act was not intended to duplicate or replace these remedies.

¶ 142 For these reasons, we ought to reject the reasoning in *Roche* and its progeny that treats aggravation and inconvenience harm as a component of compensatory damages. Perhaps these are proper considerations in awarding punitive damages, but that question is not before us. The Act does not grant a license to sue every time a consumer feels slightly shaken or mildly stirred. For

those reasons, I respectfully dissent from the majority's analysis concerning aggravation and inconvenience damages. I concur with all other aspects of the majority opinion.

Wilson v. Napleton's Goldcoast Imports, Inc., 2025 IL App (3d) 240079

Decision Under Review: Appeal from the Circuit Court of Du Page County, No. 18-L-1245; the Hon. David E. Schwartz, Judge, presiding.

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APPEAL TO THE APPELLATE COURT OF ILLINOIS
THIRD JUDICIAL DISTRICT
FROM THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

JEFFREY WILSON

Plaintiff/Petitioner

Reviewing Court No: 3-24-0079

Circuit Court/Agency No: 2018L001245

v.

Trial Judge/Hearing Officer: DAVID E SCHWARTZ

NAPLETONS GOLDCOAST IMPORTS INC

Defendant/Respondent

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NOTICE OF FILING and PROOF OF SERVICE

I, Kevin P. McJessy, an attorney, certify that I caused the foregoing **Plaintiff-Appellant Opening Brief And Appendix** to be electronically filed with the Clerk of the Illinois Supreme Court via Odyssey E-File and caused the same to be served upon

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via Electronic Delivery pursuant to Odyssey E-File and via Email on March 4, 2026.

Within five (5) days of acceptance by the Court, the undersigned states that thirteen (13) paper copies of **Plaintiff-Appellant Opening Brief And Appendix** bearing the Court's file-stamp will be sent to the above Court.

/s/ Kevin P. McJessy