

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT  
ROCK ISLAND COUNTY, ILLINOIS

JUN 27 2006

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██████████ and ██████████	)	
Plaintiffs,	)	
v.	)	No. ██████████
FORD MOTOR CO.,	)	
Defendant.	)	JURY OF 12 DEMANDED

---

SECOND MOTION TO COMPEL

NOW COME Plaintiffs, by and through their attorneys, and, for their Second Motion to Compel, state as follows:

*Production of Documents Under Court Order*

1. On May 24, 2006, the Court ordered Ford to produce certain objected-to discovery, including the videos of Ford's advertisements. Exhibit A.
2. In over a month, Ford has not produced the documents.
3. Discovery in this case closes July 27, 2006.
4. On June 16, 2006, Plaintiffs sent the first 201(k) reminder letter, requesting a callback. Exhibit B. On June 22, 2006, Plaintiffs sent the second 201(k) reminder letter, requesting a callback. Exhibit C. On June 23, 2006, Plaintiffs sent a third 201(k) reminder letter, requesting a callback. Exhibit D.
5. No such callbacks every came by the time of filing of this Motion, on June 26, 2006.
6. Plaintiffs are sure the Court remembers counsel for Ford complaining bitterly that counsel for Plaintiffs "does not talk" to her. Now the Court knows just how much reliance the Court may place on representations of Ford's counsel.
7. Had it been all, this would have been just a childish discovery dispute between non-cooperative parties. *But now the case enters in the realm of truly bizarre.*

### ***Bizarre Events Regarding Non-Settlement***

8. On June 4, 2006, Plaintiffs made a settlement demand upon Ford. Exhibit E. The terms of this demand are important, and Plaintiffs recapitalize them below (exact language highlighted):

- Offer "***non-negotiable***," Exhibit E, page 1;
- "***All***" terms "***are material***," Exhibit E, page 1;
- "***Time is of the essence***," Exhibit E, page 1;
- "***Payment to Counsel (by a check drawn to the Trust Account of ChicagolemonLaw.com, P.C., TIN: [REDACTED])***," Exhibit E, page 1;
- Time for acceptance: offer remains open until the end of business, June 16, 2006; "***acceptance of the offer requires receipt of a signed copy of this letter delivered to our office within that time***," Exhibit E, page 1;
- Mutual release with specific language, Exhibit E, page 2;
- Provision for enforcement, should Ford breach, Exhibit E, page 3;
- Provision for proper tax reporting of the settlement amount, Exhibit E, page 3; and
- Signature of Ford, Exhibit E, page 4.

9. On June 9, 2006, Ford responded:

Ford has authorized me to accept your offer, with the proviso that Ford will pay the deficiency directly, the remainder account tendered as you instruct.

Exhibit F.

10. On June 12, 2006, Plaintiffs rejected and counter-offered:

Your client's "proviso" to our non-negotiable settlement offer is hereby rejected. Your client has until June 16 to accept the offer as presented.

Exhibit G.

11. On June 19, 2006, Plaintiffs received a cryptic note, dated June 14, 2006:

In light of the agreement reached in this case, the deposition of your client, scheduled for June 26, is cancelled.

Exhibit H.

12. Understandably perplexed, Plaintiffs responded, on June 19, 2006:

In response to your letter of June 14, 2006, I am not aware of any "agreement reached in this case." On June 12, 2006, I wrote to you that the "proviso" of your client was not acceptable. I gave you until June 16, 2006, to accept our initial offer without any modifications. I have not heard from you since.

Exhibit I.

13. After a few more exchanges, it transpired that Ford's position is as follows: Ford considers only the amount of the settlement to be material, and, because everything else according to Ford is not material, Plaintiffs should sign the settlement agreement drafted by Ford, containing un-bargained clauses, and *not* containing provisions regarded by Plaintiffs as essential. Ford's position had been enunciated in a letter dated June 14, 2006, which is attached hereto as Exhibit J, and which also contained a five-page "Settlement Agreement and Release of All Claims." See Exhibit J, pages 1 through 2 (Ford's letter) and pages 3 through 7 (Ford's release).

14. The irony of Ford's position is not lost on Plaintiffs: Ford claims that their terms are not material, yet refuses to agree to them. Perhaps they are material, after all.

15. On June 21, 2006, faced with what Plaintiffs consider a gross display of bad faith and overreaching, Plaintiffs made it clear that there is no agreement between the parties:

Today in the mail I received your self-serving letter and a release that contains un-bargained for, material terms (such as a confidentiality clause). Your release also does not contain material terms that are essential for any settlement in this matter, such as a provision for enforcement (because in prior cases Ford has been very delinquent in issuing checks), or a release with the exact wording as was in my

demand letter. In short, your letter is a rejection of our demand, or at best a counteroffer.

I have no time for such stupid games. *We have no agreement.*  
Proceed accordingly.

So that you do not play such games in the future, I am scanning your proposed release and posting it to the National Consumer Law Center autofraud discussion list. If you client wants confidentiality, it can rest assured that, in about 10 minutes, the terms of this failed deal will be known to the entire warranty litigation bar of the United States.

Exhibit K.

16. In subsequent letters, Ford continued to insist that there is a binding agreement between the parties, and Plaintiffs continued to deny it. It is Plaintiffs' position that Ford wants to sabotage the production of damning documents and delay the arbitration in this case.

### *The Law and Analysis*

17. The underlying principle of contract law in the United States is "freedom of contract." According to Black's Law Dictionary, at 664 (6th ed. 1990), it is "[a] basic right reserved to the people by the Constitution (Art. I, §10) that a state cannot violate even under sanction of direct legislative act." See also Illinois Constitution, Art. 1, §16. The United States Supreme Court defined "liberty of contract" as the right to obtain the best terms one can as the result of private bargaining. Adkins v. Children's Hospital of Dist. of Columbia, 261 U.S. 525, 545 (1923). The Illinois Supreme Court, as recently as a year ago, reiterated that "courts must remain mindful of principles of freedom of contract." Progressive Universal Ins. Co. v. Liberty Mutual Fire Ins. Co., 215 Ill.2d 121, 128, 828 N.E.2d 1175, 1180, 293 Ill.Dec. 677, 682 (2005).

18. Settlement agreements are contracts, and are analyzed under ordinary contract principles. City of Chicago Heights v. Crotty, 287 Ill.App.3d 883, 885, 679 N.E.2d 412, 413, 223 Ill.Dec. 227, 228 (1st Dist. 1997). Basic contract principles demonstrate that there was no contract formed between the parties.

19. With the exception of contracts for sale of goods, Illinois adheres to the common law "mirror-image rule" of contract formation. The rule requires that the

acceptance strictly comply with the terms set forth in the offer. Hubble v. O'Connor, 291 Ill.App.3d 974, 979, 684 N.E.2d 816, 821, 225 Ill.Dec. 825, 830 (1st Dist. 1997). "An acceptance requiring any modification or change of terms constitutes a rejection of an original offer and becomes a counter-offer that must be accepted by the original offeror before a valid contract is formed." D'Agostino v. Bank of Ravenswood, 205 Ill.App.3d 898, 902, 563 N.E.2d 886, 889, 150 Ill.Dec. 759, 761 (1st Dist. 1990).

20. In order to constitute a contract between the parties there must be a mutual assent by the contracting parties on the essential terms and conditions of the subject about which they are contracting. Loeb v. Gray, 131 Ill.App.3d 793, 799, 475 N.E.2d 1342, 1346, 86 Ill.Dec. 775, 779 (5th Dist. 1985). "Similarly, when one accepts an offer conditionally or introduces a new term into the acceptance, no acceptance occurs; rather, there is a counterproposal requiring acceptance by the offeror before a valid contract is formed." Id., 131 Ill.App.3d at 799-800, 475 N.E.2d at 1347, 86 Ill.Dec. at 780.

21. Further, with respect to material terms, "If a document parties agree to draft is to contain any material term that is not already agreed upon, no contract is made until that term is agreed upon." Intaglio Service Corp. v. J.L. Williams & Co., Inc., 95 Ill.App.3d 708, 713-14, 420 N.E.2d 634, 638, 51 Ill.Dec. 220, 224 (1st Dist. 1981). "Failure of the parties to agree upon an essential term of a contract indicates that the mutual assent required to make or modify a contract is lacking." Trittipo v. O'Brien, 204 Ill.App.3d 662, 672, 561 N.E.2d 1201, 1207, 149 Ill.Dec. 505, 511 (1st Dist. 1990). See generally Quinlan v. Stouffe, 355 Ill.App.3d 30, 823 N.E.2d 597, 291 Ill.Dec. 305 (4th Dist. 2005) (when parties haggle about the terms of a written settlement agreement, there is no agreement on material terms, and therefore no settlement).

22. Thus, apply elementary principles of contract law, it is evident there is no contract between the parties. Ford's Release contains numerous, un-bargained for, and oppressive terms, to which Plaintiffs never agreed and will never agree. For example, it does not contain a mutual release with the exact language demanded by Plaintiffs. It imposes a confidentiality clause. It claims it should not be construed against the drafter because, supposedly, "Each of the Parties hereto represents and agrees that they have played a significant role in the construction and drafting of the Agreement" (Exhibit J, page 5, Section 12), which, of course, is a legal fiction (a polite term for "a lie"), because Ford attempted to impose this nonsense on Plaintiffs sua sponte.

23. Fundamentally, because the parties disagree about the terms, this makes these terms material to the parties. For example, Plaintiff's counsel *never* allows his clients to accept confidentiality, for a number of reasons: as the Dennis Rodman case has taught everyone, agreeing to confidentiality may have drastic tax consequences by making the portion of the settlement attributable to confidentiality taxable, Amos v. Commissioner of IRS, 2003 WL 22839795 (T.C. 2003) (part of an otherwise non-taxable settlement made taxable because attributable to the confidentiality provision); confidentiality agreements involving attorneys are unethical, ABA Formal Opinion 95-394 (July 24, 1995); finally, confidentiality subjects clients to unacceptable levels of risk, as litigants aggressively move to enforce such clauses, Colida v. Motorola, Inc., 107 Fed.Appx. 647 (7th Cir. 2004) (unpublished order) (cell phone designer sued manufacturer of breach of confidentiality agreement in settlement); Stewart v. Coyne Textile Services, 96 Fed. Appx. 887 (4th Cir. 2004) (unpublished order) (district court suspended defendant's obligation to pay under settlement agreement where plaintiff breach confidentiality provision one day after settlement); In re Shapero, 51 Fed.Appx. 708 (9th Cir. 2002) (unpublished order) (former CEO of medical center sued for breach of confidentiality provision in settlement and was ordered to pay 1.1 million); Southwest Recreational Indus. Inc. v. Fieldturf, Inc., 2002 WL 32783971 (5th Cir. 2002) (upholding damages for breach of confidentiality provision); Norris v. Ford Motor Credit Corp., 198 F.Supp.2d 1070 (D. Minn. 2002) (defendant entitled to \$9300 for breach of confidentiality provision). Plaintiffs' counsel does not leave loose ends like this. The same goes for a mutual release.

24. Ford unilaterally attempted to impose confidentiality, a material term, upon Plaintiffs (Exhibit J, page 4, Section 3). Obviously, this term is *extremely* material to Ford. But, as explained above, Plaintiffs would *never* agree to confidentiality in any form or shape. And a failure to agree about material terms means there is no agreement.

25. Similarly, an extremely material term for Plaintiffs is an ability to enforce the agreement. On a number of previous occasions, Ford failed to pay under its settlement agreements, forcing litigants to file motions to compel. Plaintiffs in such situations have two choices: they have either to pay their lawyers out of their settlement amounts (which obviously reduces their effective recovery), or they can insist that defendants compensate their lawyers for their reluctance to issue settlement checks. Plaintiffs gave Ford a generous period in which to issue checks (45 days, Exhibit E, page 1). But, if at the end of the 45-day period Ford does not pay, Plaintiffs have no intention of paying their counsel to force Ford to

do something Ford should have done before. In light of Ford's prior conduct, this provision is nearly as material as the amount of the settlement itself.

26. Plaintiffs do not even mention such "minor" details as:

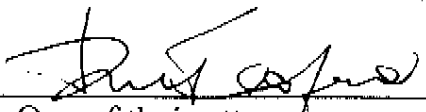
- their "non-negotiable" term that a signed copy of their demand letter be in their hands by June 16;
- that "all" terms in their demand letter were expressly made material;
- that time was of the essence (since June 16, in reliance on Ford's apparent rejection of their demand, Plaintiffs proceeded with the case, which means that no settlement on the monetary terms outlined in their June 4 letter is possible any longer);
- that Ford properly comply with its tax-reporting obligation and not attempt to penalize Plaintiffs with a tax liability for the entire settlement amount; or,
- that the Agreement contained a signature by Ford (in a previous case against Ford, involving an agreement identical to Exhibit J, Plaintiffs' counsel had difficulties proving that Ford entered into the Agreement, because the Agreement did not contain Ford's signature; this was a \$20,000.00 mistake on counsel's part, which he will not repeat again).

27. In short, Plaintiffs submit that there is no legal theory that could possibly result in a finding there is a contract between the parties. Ford does not want to arbitrate this matter, hence this eleventh-hour frivolous attempt. Plaintiffs request that the Court dispense with this matter summarily and order Ford to produce the documents it has been hiding for the last year. Plaintiffs strenuously object to any changes in dates in this case. The discovery should close as scheduled, on July 27, and the arbitration should proceed on August 8.

**WHEREFORE**, Plaintiffs request that this Honorable Court:

- A. Compel Ford to comply with the terms of Court's order and produce the documents within one week; and
- B. Grant any other relief this Honorable Court deems appropriate and just.

[REDACTED]  
[REDACTED]

By:   
One of their attorneys

Dmitry N. Feofanov  
**CHICAGOLEMONLAW.COM, P.C.**  
506 West Second Street  
Lyndon, IL 61261  
815/986-7303



IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT OF ILLINOIS

ROCK ISLAND COUNTY

DIVISION

PLAINTIFF,

[REDACTED]

VS.

}

CASE NO.

[REDACTED]

Ford

DEFENDANT.

ORDER page 1/4

This case coming before the Court on Plaintiff's motion to compel, and third and fourth motions to deem admitted, both parties appearing by counsel, and Court having been advised in the premises,

It is hereby ordered:

1. Plaintiff's motion to compel is granted in part:
  - a. Ford to produce the F-350 commercials from its web site for the last 4 years;
  - b. Ford to produce all documents relating to warranty repairs, including a warranty policy and procedural manual, limited as follows: only as such documents relate to the F-350 product line, and only as they

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT OF ILLINOIS

ROCK ISLAND COUNTY

\_\_\_\_\_  
DIVISION

PLAINTIFF,

~~\_\_\_\_\_~~

VS.

Ford

}  
CASE NO. \_\_\_\_\_

DEFENDANT.

ORDER *per 2/4*

release & repairs performed on the subject vehicle.

Further, Ford will answer Plaintiff's Interrogatories Nos. 9 <sup>1/2</sup> and 13. Plaintiff's withdrawn Interrogatory No. 19, Plaintiff's Interrogatory No. 18 and Request to Produce No. 30 and 31 are reserved for ~~to~~ fee petition hearing, if any.

Ford By agreement of the parties, Ford will answer:

- a. Request to Produce regarding Jennifer Davis
- b. Request to Produce regarding documents available on the Internet, Ford to answer before the ADC date; Ford's production is to be accompanied by a Rule 214 affidavit of completeness.

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT OF ILLINOIS

ROCK ISLAND COUNTY

DIVISION

PLAINTIFF,

~~\_\_\_\_\_~~

VS.

Ford

}

CASE NO.

~~\_\_\_\_\_~~

DEFENDANT.

ORDER Page 3

With respect to the franchise agreement, Ford will send Plaintiffs a stipulation acknowledging that Ford took possession of the subject vehicle.

~~Plaintiffs~~ By agreement of the parties, Plaintiffs will answer Ford's Interrogatories Nos. 24 and 25 fully.

Plaintiffs are ordered to respond to Ford's Interrogatory Nos. 8, 14 ~~and 15~~ <sup>subject to a protective order</sup> ~~and 15~~ <sup>and 15</sup> ~~subject to a protective order~~ <sup>subject to a protective order</sup> Ford's oral motion to Interrogatory No. 22 is denied. Plaintiffs to respond to ~~Interrogatory~~ Request to Produce No 15, subject to a protective order

Plaintiffs Third Motion to ~~Deny~~ Admitted is denied, and leave is granted to Ford to sign its Response within 14 days.

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT OF ILLINOIS

ROCK ISLAND COUNTY

DIVISION

PLAINTIFF,

~~\_\_\_\_\_~~

VS.

}

CASE NO.

~~\_\_\_\_\_~~

Ford

DEFENDANT.

ORDER

4/4

Plaintiff's Fourth Motion & Deem Admitted is denied; Ford represents that its signature is to be treated as an original.

Plaintiff's Fifth Motion & Deem Admitted is presented; the parties are directed to call Court's secretary Conowie at 309/558-3258, & set a hearing date.

*Dmitry N. Feofanov*  
*Attorney at Law*  
*(815) 986-7303*

**CHICAGOLEMONLAW.COM, P.C.**  
*506 West Second Street*  
*Lyndon, IL 61261*

June 16, 2006

Jessica Tovrov  
Arnstein & Lehr  
120 S. Riverside Plaza, Suite 1200  
Chicago, IL 60606-3910

**Re: [REDACTED] v. Ford**

***Rule 201(k) communication***

VIA FACSIMILE to 1-312-876-0288

Counsel:

Kindly call me to advise when I may expect your client's supplemental responses to Plaintiffs' discovery, as ordered by the Court.

Very truly yours,

**CHICAGOLEMONLAW.COM**

Dmitry N. Feofanov

Ex. B

*Dmitry N. Feofanov  
Attorney at Law  
(815) 986-7303*

**CHICAGOLEMONLAW.COM, P.C.**  
*506 West Second Street  
Lyndon, IL 61261*

June 22, 2006

Jessica Tovrov  
Arnstein & Lehr  
120 S. Riverside Plaza, Suite 1200  
Chicago, IL 60606-3910

**Re: [REDACTED] v. Ford**

VIA FACSIMILE to 1-312-876-0288

**201(k) communication**

Counsel:

This is a second reminder regarding your client's failure to comply with the last Court order. Please call me and tell me when we may expect discovery materials the Court ordered you to produce.

Very truly yours,

**CHICAGOLEMONLAW.COM**

Dmitry N. Feofanov

*EX.C*

*Dmitry N. Feofanov*  
*Attorney at Law*  
*(815) 986-7303*

**CHICAGOLEMONLAW.COM, P.C.**  
*506 West Second Street*  
*Lyndon, IL 61261*

June 23, 2006

Jessica Tovrov  
Arnstein & Lehr  
120 S. Riverside Plaza, Suite 1200  
Chicago, IL 60606-3910

**Re: [REDACTED] v. Ford**

VIA FACSIMILE to 1-312-876-0288

***201(k) communication***

Counsel:

This is a third letter I send regarding your client's failure to comply with the last Court order. Please call me and tell me when we may expect discovery materials the Court ordered you to produce.

In light of your continued failure to call me, your lying complaints to the Court that I refuse to talk to you appear particularly disingenuous.

Very truly yours,

**CHICAGOLEMONLAW.COM**

Dmitry N. Feofanov

EX.D

Dmitry N. Feofanov  
Attorney at Law  
(815) 986-7303

CHICAGOLEMONLAW.COM, P.C.  
506 West Second Street  
Lyndon, IL 61261

June 4, 2006

Jessica Tovrov  
Armstein & Lehr  
120 S. Riverside Plaza, Suite 1200  
Chicago, IL 60606-3910

**Re: [REDACTED] v. Ford**  
**FOR SETTLEMENT PURPOSES ONLY**

VIA FACSIMILE to 1-312-876-0288

Counsel:

Your settlement offer of \$34,248.63, contained in your letter of May 23, 2006, is hereby rejected. My clients have authorized me to make the following *non-negotiable* counter-offer. Mr. and Mrs. Price will agree to settle the case on the following terms, *all of which are material*:

**A. Time is of the essence**

**B. Payment to Counsel (by a check drawn to the Trust Account of ChicagoLemonLaw.com, P.C., TIN: 51-0575533):**

- \$39,248.63.

**C. Time for acceptance; time for payment**

- This offer shall remain open until the end of business, June 16, 2006, and shall be automatically withdrawn if not accepted by 5:00 p.m. on that day. *Acceptance of the offer requires receipt of a signed copy of this letter delivered to our office within that time.* The check must be delivered to the offices of ChicagoLemonLaw.com within 45 days of acceptance, i.e., by July 31, 2006.

/

EX.E



Jessica Tovrov  
June 4, 2006  
Page Two

**D. Dismissal with prejudice; release**

- Upon your acceptance of this offer, we agree to dismiss this case with prejudice. Further, upon your acceptance of this offer, the following release shall govern:

In consideration of your performance of all covenants, conditions, and your making all payments under the parties' agreement, Plaintiffs, [REDACTED] and [REDACTED] agree to release, acquit, and discharge Defendant, Ford Motor Company, and any of its agents, servants, heirs, executors and administrators, insurers, successors from all claims and demands, actions and causes of action, which have arisen or which may arise from or may hereafter arise relating to the substance of this litigation. Defendant Ford Motor Company, agrees to release, acquit, and discharge Plaintiffs likewise. This agreement releases all claims which were brought or could have been brought between the parties.

It is understood that the parties deny liability in whole or in part, and the payment acknowledged as made in this release is made without an admission of liability. This release is a full and final disposition of all claims and demands arising out of the above incident, regardless of any knowledge or lack thereof as to the nature and extent of damages sustained by Plaintiffs. It is understood that this is a complete release and agreement between the parties and that the release binds the parties, their heirs, executors, administrators, successors, or assigns. The parties accept their agreement as a full and final settlement.

**E. Attorney lien**

- We also agree to release our attorney's lien upon your acceptance of this offer.

**CHICAGOLEMONLAW.COM, P.C.**

Jessica Tovrov  
June 4, 2006  
Page Three

**F. Enforcement**

- If Ford breaches any terms contained herein, or if Plaintiffs need to enforce any terms contained herein, Ford shall be liable to Plaintiffs for damages, actual attorney fees and costs, and any reasonable expert witness fees. If Plaintiffs need to enforce any terms contained herein, Ford stipulates and agrees that a reasonable hourly rate for Dmitry N. Feofanov is \$325.00 per hour and agree not to oppose such an hourly rate.

**F. Tax reporting**

- Ford may issue, in the ordinary course of reporting its payments to the Internal Revenue Service, a 1099-MISC form to Plaintiffs' Counsel's Trust Account and to no other person or entity, stating the payment amount, provided that it is tendered and negotiated, as "gross proceeds paid to an attorney" in box 14. Plaintiffs' counsel will, on request of Ford or its counsel of record, provide Plaintiffs' counsel's corporate TIN (tax identification number) either informally or on an IRS form.

If your client(s) wish(es) to accept this offer, please have it sign and date the last page of this letter and cause a copy of this entire letter to be returned to us. This document may be executed in multiple counterparts, which, when taken together, shall form a whole. Facsimile signatures shall have the same force and effect as original signatures.

Very truly yours,

**CHICAGOLEMONLAW.COM**

Dmitry N. Feofanov

cc: Client

CHICAGOLEMONLAW.COM, P.C.

Jessica Tovrov  
June 4, 2006  
Page Four

ACCEPTED AND AGREED: \_\_\_\_\_ DATED: \_\_\_\_\_  
(Ford Motor Co.)

ACCEPTED AND AGREED: \_\_\_\_\_ DATED: \_\_\_\_\_  
(██████████)

ACCEPTED AND AGREED: \_\_\_\_\_ DATED: \_\_\_\_\_  
(██████████)

LAW OFFICES  
**ARNSTEIN & LEHR LLP**

120 SOUTH RIVERSIDE PLAZA · SUITE 1200

CHICAGO, ILLINOIS 60606-3910

(312) 876-7100

FAX (312) 876-0288

www.arnstein.com

FOUNDED 1893

Jessica Tovrov  
(312) 876-7842  
jtovrov@arnstein.com

BOCA RATON, FLORIDA  
FORT LAUDERDALE, FLORIDA  
MIAMI, FLORIDA  
TAMPA, FLORIDA  
WEST PALM BEACH, FLORIDA  
HOFFMAN ESTATES, ILLINOIS  
MILWAUKEE, WISCONSIN  
MEMBER OF INTERNATIONAL  
LAWYERS NETWORK

June 9, 2006

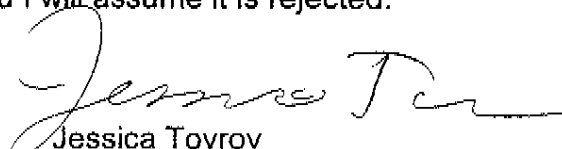
Dmitry N. Feofanov  
ChicagoLemonLaw.com, P.C.  
506 West Second Street  
Lyndon, Illinois 61261

Re: ██████████ v. Ford Motor Co.

**SETTLEMENT DISCUSSIONS – ALL PRIVILEGES APPLY**

Ford has authorized me to accept your offer, with the proviso that Ford will pay the deficiency directly, the remainder amount tendered as you instruct.

Please let me know no later than June 16 if your clients agree to this modification. If I do not hear from you I will assume it is rejected.

  
Jessica Tovrov

JT:mp

1073101\_1.DOC

*EIF*

*Dmitry N. Feofanov*  
*Attorney at Law*  
*(815) 986-7303*

**CHICAGOLEMONLAW.COM, P.C.**  
*506 West Second Street*  
*Lyndon, IL 61261*

June 12, 2006

Jessica Tovrov  
Arnstein & Lehr  
120 S. Riverside Plaza, Suite 1200  
Chicago, IL 60606-3910

**Re: [REDACTED] v. Ford**

VIA FACSIMILE to 1-312-876-0288

Counsel:

Your client's "proviso" to our non-negotiable settlement offer is hereby rejected. Your client has until June 16 to accept the offer as presented.

Very truly yours,

**CHICAGOLEMONLAW.COM**

Dmitry N. Feofanov

Ex. 6

LAW OFFICES  
**ARNSTEIN & LEHR LLP**

120 SOUTH RIVERSIDE PLAZA · SUITE 1200

CHICAGO, ILLINOIS 60606-3910

(312) 876-7100

FAX (312) 876-0288

www.arnstein.com

FOUNDED 1893

Jessica Tovrov  
(312) 876-7842  
jtovrov@arnstein.com

BOCA RATON, FLORIDA  
FORT LAUDERDALE, FLORIDA  
MIAMI, FLORIDA  
TAMPA, FLORIDA  
WEST PALM BEACH, FLORIDA  
HOFFMAN ESTATES, ILLINOIS  
MILWAUKEE, WISCONSIN  
MEMBER OF INTERNATIONAL  
LAWYERS NETWORK

June 14, 2006

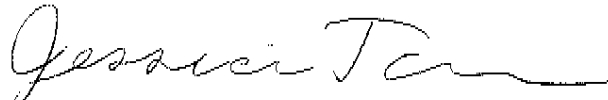
**Via First Class Mail**

Dmitry Feofanov  
ChicagoLemonLaw  
506 West 2<sup>nd</sup> Street  
Lyndon, IL 61261

**Re: [REDACTED] v. Ford**

In light of the agreement reached in this case, the deposition of your client, scheduled for June 26, is cancelled.

Very truly yours,



Jessica Tovrov

JT:cab  
1074844\_1

Ex. H

*Dmitry N. Feofanov*  
*Attorney at Law*  
*(815) 986-7303*

**CHICAGOLEMONLAW.COM, P.C.**  
*506 West Second Street*  
*Lyndon, IL 61261*

June 19, 2006

Jessica Tovrov  
Arnstein & Lehr  
120 S. Riverside Plaza, Suite 1200  
Chicago, IL 60606-3910

*Re: ██████ v. Ford*

*Rule 201(k) communication*

VIA FACSIMILE to 1-312-876-0288

Counsel:

In response to your letter of June 14, 2006, I am not aware of any "agreement reached in this case." On June 12, 2006, I wrote to you that the "proviso" of your client was not acceptable. I gave you until June 16, 2006, to accept our initial offer without any modifications. I have not heard from you since.

Please advise whether you intend to cancel the deposition of my client in light of the foregoing.

Very truly yours,

CHICAGOLEMONLAW.COM

Dmitry N. Feofanov

Ex. I

LAW OFFICES  
**ARNSTEIN & LEHR LLP**

120 SOUTH RIVERSIDE PLAZA · SUITE 1200

CHICAGO, ILLINOIS 60606-3910

(312) 876-7100

FAX (312) 876-0288

www.arnstein.com

FOUNDED 1893

Jessica Tovrov  
(312) 876-7842  
jtovrov@arnstein.com

BOCA RATON, FLORIDA  
FORT LAUDERDALE, FLORIDA  
MIAMI, FLORIDA  
TAMPA, FLORIDA  
WEST PALM BEACH, FLORIDA  
HOFFMAN ESTATES, ILLINOIS  
MILWAUKEE, WISCONSIN  
MEMBER OF INTERNATIONAL  
LAWYERS NETWORK

June 14, 2006

**Via First Class Mail**

Dmitry Feofanov  
ChicagoLemonLaw  
506 West 2<sup>nd</sup> Street  
Lyndon, IL 61261

Re: **██████ v. Ford**

Recapping our settlement discussion:

- On May 23, 2006, on behalf of Ford Motor Company, I offered a settlement proposal worth \$34,248.63 in full settlement of this dispute.
- The settlement amount proposed included a payoff of the your clients' obligation with respect to the deficiency balance due for the vehicle, an additional amount to be paid to your clients and your clients' reasonable attorneys fees. In other words, the settlement proposal represented all that you could have sought at arbitration or trial of this matter.
- You agreed to the amount that ran to your clients' benefit, that included the payoff of the deficiency amount due with respect to the balance owed on the vehicle, but stated that you wanted an addition \$5000 for your fee.
- On June 4, 2006, you responded, in writing, that the proffered May 23 terms were acceptable if the offer were raised to \$39,248.63.
- On June 9, 2006, Ford agreed to pay the additional \$5,000 in attorneys fees that you demanded and this case was resolved.

On behalf of our respective clients, we have reached an accord in all material respects. I have enclosed a standard settlement agreement which incorporates all agreed upon terms. Please forward the executed agreement to my attention.

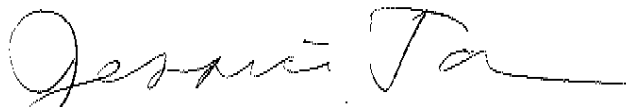
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EX, J



If you have any questions in reference to this, or any other matter, please do not hesitate to contact me.

Very truly yours,



Handwritten signature of Jessica Tovrov in cursive script.

Jessica Tovrov

JT:cab  
1073944\_1

**SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, [REDACTED] AND [REDACTED] (the "Prices" or "Plaintiffs") hereby execute this RELEASE AND SETTLEMENT AGREEMENT in favor of FORD MOTOR COMPANY ("Ford" or "Defendant")

WHEREAS, Plaintiffs purchased a Ford F-350, VIN No: 1FTWW33P55E [REDACTED] from REYNOLDS MOTOR CO. ("the Transaction");

WHEREAS, a dispute arose between the [REDACTED] and FORD (hereinafter referred to collectively as the "Parties"), with respect to that Transaction; and

WHEREAS, the [REDACTED] filed a multi-count complaint in the Circuit Court for the Fourteenth Judicial Circuit of Rock Island, Illinois, in a case bearing Docket No. [REDACTED] and entitled "[REDACTED] and [REDACTED] Plaintiffs v. Ford Motor Company, Defendant" (the "Lawsuit");

WHEREAS, a Complaint at Law under the Magnuson Moss Warranty Act was lodged against FORD.

WHEREAS, FORD denied all materials allegations against it; and

WHEREAS, the Parties hereto, by and through their respective counsel and representatives, have entered into an Agreement which is to be of a confidential nature, to fully dispose of any and all claims counterclaims, judgments and actions which any Party to this agreement might have with respect to the circumstances in question directly or indirectly, pertaining to all claims and actions that could have been raised to date (the "Agreement");

WHEREAS, it is understood and agreed that this Agreement is the compromise of a doubtful and disputed claim, and that this agreement and the payment made pursuant thereto is not to be construed as an admission of liability on the part of the Parties hereby released, and that the Parties hereby released deny any and all liability with respect to the aforesaid transaction and intend merely to avoid litigation and buy their peace;

FOR AND IN CONSIDERATION OF THE COVENANTS AND PROMISES SET FORTH HEREIN, THE PARTIES TO THIS AGREEMENT DO THEREFORE AGREE AS FOLLOWS:

1. The [REDACTED] for and in consideration of payment of THIRTY NINE THOUSAND, TWO HUNDRED FORTY-EIGHT DOLLARS AND SIXTY-THREE CENTS (\$39,248.63), inclusive of attorneys fees and costs, by FORD MOTOR COMPANY does hereby, and for their heirs, executors and administrators, successors and assigns, release, acquit and forever discharge FORD MOTOR COMPANY, its respective agents, servants, heirs, executors and administrators, successors, insurers and assigns, and all other persons or organizations or entities, both known and unknown, from any and all claims, damages and demands, claims for attorney fees or costs, arising out of [REDACTED] Complaint, and from any and all claims which the [REDACTED] might have with respect to the circumstances in question directly or indirectly pertaining to all claims and actions that have been raised and that could have been raised to date concerning the dealings with FORD. The release given herein also releases, acquits and forever discharges FORD, and its agents, servants, heirs, executors and administrators, successors, insurers and assigns and all other persons or organizations or entities both known and unknown from any and all claims, damages and demands, claims for attorneys fees or costs arising out of the [REDACTED] Lawsuit or that could have been brought as part of the Lawsuit. This release is unconditional and complete, and is fully intended to release any claims whatsoever, of any kind whatsoever, whether statutory, common law, contractual, claims for attorney fees or costs, or otherwise, which in any way relate to or arise from the dealings of the Parties with respect to the purchase and/or financing of the aforementioned vehicle, or any circumstances related thereto that could have been raised to date.

2. The Parties agree to the entry of an order of dismissal with prejudice of all claims pending in the aforementioned court action.

3. The Parties agree that the terms and conditions of this Agreement shall be confidential and no disclosures thereof shall be made to any individual other than to the Parties or to the attorneys of same and their legal staff, except as may be required to comply with a subpoena issued by a court of competent jurisdiction. In addition to the above terms of confidentiality, the Parties agree not to discuss, release or otherwise disclose the personal financial documents and verbal information concerning the other Parties, except to the extent necessarily disclosed to the attorneys and legal staff of same;

4. While agreeing to compromise and settle the above-referenced claims, each Party denies liability to the other and denies wrongdoing of any kind connected herewith. The Parties understand and agree that this Agreement and any subsequent payment or conduct are in settlement and agreement of disputed claims, and that such acts shall not be construed as admissions of any liability by the other, any such liability having been expressly denied by the parties and this Agreement is intended merely to avoid litigation and buy their peace. Nothing in this Agreement shall constitute precedent or evidence in any other proceeding, except that this Agreement shall be admissible as evidence in any proceeding to enforce its terms.

5. The Parties hereto hereby covenant and agree never to sue, institute suit, cause the institution of suit, assist in the institution of suit or permit to be instituted any proceeding or any claim, complaint, appeal, or other proceeding filed with any court, administrative or regulatory body, state or federal against the other or their successors and assigns, heirs, executors, administrators, directors, officers, boards, shareholders, attorneys, agents, employees, insurers and all other persons, entities, firms, and corporations, from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, attorneys' fees, expenses and compensation whatsoever or of any kind except, for claims which have been decided by previous order of court, which said Party now has or which may hereafter accrue on account of or based upon conduct, events and/or actions which occurred or accrued before the execution of this Agreement.

6. The Parties hereto hereby release, hold harmless, acquit and forever discharge the other or their successors and assigns, heirs, executors, administrators, directors, officers, boards, shareholders, attorneys, agents, employees, insurers and all other persons, entities, firms, and corporations, from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, attorneys' fees, expenses and compensation whatsoever, which said Party now has or which may hereafter accrue on account of or based upon conduct, events and/or actions which occurred or accrued before the execution of this Agreement.

7. The Parties hereto warrant to the other that: (a) they have neither made nor suffered to be made nor will make any assignment, or transfer of any right, claim, demand, cause of action, debt, lien, contract, agreement, promise, representation, tort, damage, costs, attorney fees, monies due on accounts, obligation, judgment or liability covered by this Agreement; (b) that there are no liens, claims for liens or assignments in law or equity of or against the foregoing; and (c) that they are the sole and absolute legal and equitable owner of all thereof. The foregoing warranties and representations are consideration for this Agreement.

8. This Agreement shall constitute a release of any lien(s) made against FORD, its successors and assigns, heirs, executors, administrators, directors, officers, boards, shareholders, attorneys, agents, employees, insurers and all other persons, entities, firms, and corporations.

9. Each of the Parties hereto warrants and represents that they have had the benefit of and has relied upon their own judgment and that of the counsel of their choice regarding the proper, sufficient and agreed upon consideration for the terms, conditions and provisions of this Agreement and that no statements or representations, implied or expressed, made by the other Party or its attorneys, agents, employees, officers, directors, shareholders, insurers have influenced or induced them to execute this Agreement. Each Party assumed the risk of any mistake of fact and/or facts which are unknown to them relating in any way to this Agreement.

10. The undersigned Parties acknowledge and agree that this document embodies the entire agreement between the Parties and that no Party has made any representation or promise to do or refrain from doing any act or thing not specifically herein set forth. In executing this Agreement, each of the undersigned Parties acknowledges that it has read the entire Agreement, has consulted with counsel and understands the terms hereof are contractually binding and not a mere recital, and

agrees that such Party is not relying on any statement or representation made by any Party hereby mutually released or any other attorneys, agents, servants or employees of any Party released concerning any matter, and is relying only upon the judgment its own judgment and upon advise of counsel. Each of the undersigned Parties further agrees that such Parties have voluntarily entered into this Agreement without coercion or duress.

11. This Agreement is to be governed by the laws of the State of Illinois, it being the situs of the alleged occurrence. Further, any action brought concerning this Agreement shall be brought in the Circuit Court for the Fourteenth Judicial Circuit of Rock Island, Illinois. The Parties further agree that the court presiding over Lawsuit shall retain jurisdiction to enforce the terms and conditions of this Agreement.

12. Each of the Parties hereto represents and agrees that they have played a significant role in the construction and drafting of this Agreement and as such each is considered a drafter hereof. Therefore, each party hereto agrees that the presumption that ambiguous terms and conditions be construed against the drafter shall not apply.

13. All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, officers, directors, stockholders, successors and assigns.

14. Each Party covenants, represents and warrants that it is of legal age or status, is under no disability or conflicting resolution and has the mental and legal capacity to be legally bound hereto. Each signatory to this Agreement represents and warrants that it has full power, authority and legal right, and has completed all proceedings and obtained all approvals and consents necessary to execute, deliver and perform this Agreement, and that no signatory has assigned any claims, actions, causes of actions, rights or obligations released and discharged under the terms of this Agreement. Each Party or signor hereto, by initialing each page before the last and by signing the last page hereof, affirms that he or she is lawfully authorized to do so.

15. The captions and headings used herein are for convenience and identification purposes only and are not part of this Agreement.

16. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. All fully executed copies of the Agreement are to be considered duplicate originals, equally admissible in evidence.

17. All Parties hereby agree that a faxed signature constitutes an original signature for the purposes of executing this Release.

END OF DOCUMENT

The Undersigned has read the foregoing Release and fully understands it.

\_\_\_\_\_  
[Redacted]  
Date:

\_\_\_\_\_  
[Redacted]  
Date:

1073967\_1

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT OF ILLINOIS

ROCK ISLAND COUNTY

DIVISION

PLAINTIFF,

[REDACTED]

VS.

CASE NO. [REDACTED]

Ford Motor Co.

DEFENDANT.

ORDER

This cause came before the Court on Plaintiff's Fifth & Sixth Motions to Deem Admitted and Second Motions to Compel, after argument of Counsel. It is hereby ordered:

1. Court finds that inadvertence constitutes good cause and denies Fifth Motion to Deem Admitted; Counsel for Ford is ordered to file a verification for Ford's Reshore within 7 days;
2. Sixth Motion to Deem Admitted is granted without opposition
3. Second Motion to Compel is granted, and Ford is ordered to provide all outstanding discovery by July 27, 2006, including all appropriate Rule 214 Affidavits of completeness.

7/10/06

DATE  
CLERK'S COPY - WHITE

[Signature]  
JUDGE OF THE FOURTEENTH  
JUDICIAL CIRCUIT

Dmitry N. Feofanov  
Attorney at Law  
(815) 986-7303

CHICAGO LEMONLAW.COM, P.C.  
506 West Second Street  
Lyndon, IL 61261

July 10, 2006

Jessica Tovrov  
Arnstein & Lehr  
120 S. Riverside Plaza, Suite 1200  
Chicago, IL 60606-3910

**Re: ██████ v. Ford**  
**FOR SETTLEMENT PURPOSES ONLY**

VIA FACSIMILE to 1-312-876-0288 and via regular mail

Counsel:

All of your client's settlement offers, whenever made, are hereby rejected. My clients have authorized me to make the following *non-negotiable* counter-offer. "Non-negotiable" means it is *not* an invitation to negotiate—it is a "take it or leave it" proposition. Mr. and Mrs. Price will agree to settle the case on the following terms, *all of which are material*:

**A. Time is of the essence**

**B. Payment to Counsel (by a check drawn to the Trust Account of ChicagoLemonLaw.com, P.C., TIN: 51-0575533):**

- \$41,248.63.

**C. Time for acceptance; time for payment**

- This offer shall remain open until the end of business, July 25, 2006, and shall be automatically withdrawn if not accepted by 5:00 p.m. on that day. *Acceptance of the offer requires receipt of a signed copy of this letter delivered to our office within that time.* If a signed copy of this letter is not in my hands by July 25, 2006, *we have no agreement.* If there are any modifications to this letter, *we have no agreement.* If you want any additional terms, *we have no agreement.* The check must be delivered to the offices of ChicagoLemonLaw.com by August 15, 2006.

CA, A



CHICAGOLEMONLAW.COM, P.C.

Jessica Tovrov  
July 10, 2006  
Page Two

**D. Dismissal with prejudice; release**

- Upon your acceptance of this offer, we agree to dismiss this case with prejudice, the court retaining jurisdiction to enforce this agreement. Further, upon your acceptance of this offer, the following release shall govern:

In consideration of your performance of all covenants, conditions, and your making all payments under the parties' agreement, Plaintiffs, [REDACTED] and [REDACTED] agree to release, acquit, and discharge Defendant, Ford Motor Company, and any of its agents, servants, heirs, executors and administrators, insurers, or successors from all claims and demands, actions and causes of action, which have arisen or which may arise from or may hereafter arise relating to the substance of this litigation. Defendant Ford Motor Company, agrees to release, acquit, and discharge Plaintiffs likewise. This agreement releases all claims which were brought or could have been brought between the parties.

It is understood that the parties deny liability in whole or in part, and the payment acknowledged as made in this release is made without an admission of liability. This release is a full and final disposition of all claims and demands arising out of the above incident, regardless of any knowledge or lack thereof as to the nature and extent of damages sustained by Plaintiffs. It is understood that this is a complete release and agreement between the parties and that the release binds the parties, their heirs, executors, administrators, successors, or assigns. The parties accept their agreement as a full and final settlement.

**E. Attorney lien**

- We also agree to release our attorney's lien upon your acceptance of this offer.

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Jessica Tovrov  
July 10, 2006  
Page Three

**F. Enforcement**

- If Ford breaches any terms contained herein, or if Plaintiffs need to enforce any terms contained herein, Ford shall be liable to Plaintiffs for damages, actual attorney fees and costs, and any reasonable expert witness fees. If Plaintiffs need to enforce any terms contained herein, Ford stipulates and agrees that a reasonable hourly rate for Dmitry N. Feofanov is \$350.00 per hour and agree not to oppose such an hourly rate.

**F. Tax reporting**

- Ford may issue, in the ordinary course of reporting its payments to the Internal Revenue Service, a 1099-MISC form to Plaintiffs' Counsel's Trust Account and to no other person or entity, stating the payment amount, provided that it is tendered and negotiated, as "gross proceeds paid to an attorney" in box 14. Plaintiffs' counsel will, on request of Ford or its counsel of record, provide Plaintiffs' counsel's corporate TIN (tax identification number) either informally or on an IRS form.

If your client(s) wish(es) to accept this offer, please have it sign and date the last page of this letter and cause a copy of this entire letter to be returned to us. This document may be executed in multiple counterparts, which, when taken together, shall form a whole. Facsimile signatures shall have the same force and effect as original signatures.

Very truly yours,

CHICAGOLEMONLAW.COM

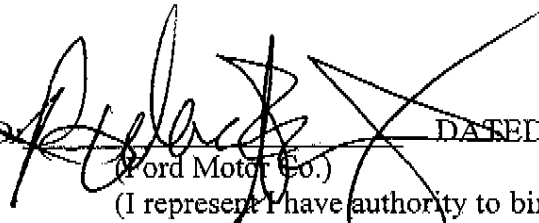




Dmitry N. Feofanov



cc: Client

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Jessica Tovrov  
July 10, 2006  
Page Four

ACCEPTED AND AGREED:  DATED: 19 July 06  
(Ford Motor Co.)  
(I represent I have authority to bind Ford Motor Co.)

ACCEPTED AND AGREED:  DATED: July 20, 2006  
(William Price)  
(I represent I have authority to bind )

ACCEPTED AND AGREED:  DATED: July 20, 2006  
(Helen Price)  
(I represent I have authority to bind )