

No. 1-07-0088

Attorney General. In this letter, Earley acknowledges that plaintiff had contacted the Attorney General regarding her problems with the vehicle. Earley explains in the letter that plaintiff purchased the vehicle, plaintiff reported a stall of the vehicle and requested a refund of \$8,629.59 for her purchase of \$7,812.67. Earley wrote that he did not possess the keys to the vehicle, and that he “cannot solve any problem with the car without the keys.”

The May 17 letter is written by Vorberg to plaintiff. It describes the April 11, 2005, vehicle inspection, stating that:

“[o]ur expert mechanic is of the opinion that any stalling of the vehicle may have been due to an insufficient amount of fuel in the vehicle. The vehicle is not responding to addition of fuel in the tank because of the length of time the vehicle has been stored. Nevertheless, we are interested in a resolution of this matter.”

Vorberg then offers to have an “outsider mechanic” repair the vehicle to “operable condition” in exchange for a “full release” from plaintiff. She then states:

“If we do not reach a mutually acceptable settlement agreement within 21 days, we will insist that the vehicle be removed from [our] facility. We will further initiate a counterclaim for storage costs, as you have allowed the vehicle to remain at the facility for a significant period of time. [Our] storage charges are \$30.00 per day.”

The June 22 letter was also written by Vorberg to plaintiff. It states that, because defendant Buick had stored plaintiff’s vehicle since September 2003, plaintiff had refused to retrieve the vehicle, and had refused to accept defendant’s settlement offer, defendant Buick was prepared to charge plaintiff for storing the vehicle.