



**LAWRENCE, KAMIN,  
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November 2, 2016

[REDACTED]  
Rachid Abbas  
Infiniteltech Auto Service, LLC  
d/b/a Greater Chicago Motors  
2321 North Wolcott  
Chicago, IL 60614

**Re: September 17, 2016 Sale of BMW 335,  
VIN: WBAKG1C56BE617844**

Dear Mr. Abbas:

We represent [REDACTED] in connection with his purchase of the 2011 BMW 335, VIN WBAKG1C56BE617844 (the "Auto") on September 17, 2016. Because there were material misrepresentations concerning the mileage on the Auto at the time it was sold by Greater Chicago Motors ("GCM") to [REDACTED] we hereby demand rescission of the sale and the return of all consideration paid in connection with the purchase.

In September 2016, [REDACTED] determined to purchase the Auto from GCM, relying upon GCM about the condition and usage of the vehicle. [REDACTED] was primarily motivated to purchase the Auto because GCM represented that the Auto had incurred relatively low mileage for an automobile of that manufacturing year. Low mileage was the essential factor in [REDACTED] determination to purchase the Auto. First, it indicated relatively low usage, and thus less wear and tear on the vehicle. Second, GCM's sales representative informed [REDACTED] that the manufacturer's warranty still remained in effect for the vehicle and would still be in effect until December 2016. Manufacturers' warranties are generally limited by when the car was sold and usage. Because of the Auto's low mileage, it would still be under the manufacturer's warranty – a factor that was paramount in [REDACTED] purchase decision. GCM informed [REDACTED] that the mileage on the Auto was 21,180 in various marketing material, the bill of sale and the Odometer Disclosure Statement. This low usage was well within the BMW warranty.

After [REDACTED] purchased the Auto and returned to [REDACTED] New York, he brought the vehicle to his local service advisor. At the time GCM sold [REDACTED] the Auto, it knew that [REDACTED] resides in [REDACTED] New York, and that he could not easily return to Chicago, Illinois after he took possession of the vehicle. From his service advisor, [REDACTED] learned that, according to the warranty service records on file for the Auto, the mileage recorded at the time of service from previous dates substantially exceeded the mileage stated on the odometer at the date the car was sold to him. [REDACTED] learned that the Auto had had service work performed by South Motors BMW in Miami, Florida on or about October 16, 2013, and the

Rachid Abbas  
Infinitel Auto Service, LLC  
d/b/a Greater Chicago Motors  
November 2, 2016  
Page 2

mileage at that time was recorded at 26,151. The Auto was later serviced in July 2014, at which time the mileage of the vehicle was recorded as 34,538. Thus, the mileage at the time of sale of the Auto was at least 13,000 miles more than represented in the sales documents, including the Odometer Disclosure Statement, and even assuming that the car was not driven at all between July 2014 and September 2016, and was transported from Florida to Illinois without being driven.

While the actual mileage was unknown and unknowable to [REDACTED] it was apparently either known by or should have been known by GCM. After acquiring the vehicle, GCM performed various service work on the Auto, as evidenced by GCM Repair Order 6015767/1. As part of the customary and ordinary repair work done to the Auto, the GCM technician would necessarily have had to review the service records for the Auto, which would have disclosed that the actual mileage was well in excess of the 21,178 miles that GCM was then claiming on the odometer. Indeed, before reselling the vehicle in Illinois, GCM and your service department would have determined whether the Auto had been serviced in connection with any of the four existing NHTSA safety recalls in effect to the Auto at the time GCM acquired it. Thus, as of September 17, 2016, the date you sold the vehicle to [REDACTED] GCM either knew that the disclosed mileage was false or willfully failed to discover the falsity of the claimed mileage.

Mr. Abbas, I do not need to tell you that an automobile dealer in Illinois has an affirmative obligation to provide accurate odometer information. Nor do I need to remind you that sale of vehicles in violation of 625 ILCS 5/3-112.1 and the Federal Motor Vehicle Information and Cost Act subjects GCM to treble damages, actual costs and attorneys' fees. GCM sold [REDACTED] an automobile for which the mileage was misrepresented and GCM either knew that fact or willfully failed to discover it.

The Auto that you sold [REDACTED] was not the vehicle that you claimed it to be. The sale was made in violation of Illinois and federal law. We hereby demand rescission on behalf of [REDACTED] Should you fail to provide rescission within five (5) days of this letter, [REDACTED] will avail himself of all relief and remedies provided by law.

I look forward to your prompt compliance.

Very truly yours,  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
cc: [REDACTED]