

Return Date: No return date scheduled
Hearing Date: 7/26/2021 10:30 AM - 10:30 AM
Courtroom Number: 2102
Location: District 1 Court
Cook County, IL

FILED
3/25/2021 5:59 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2021CH01438

**IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, CHANCERY DIVISION**

**ILLINOIS AUTOMOBILE DEALERS)
ASSOCIATION; CHICAGO AUTOMOBILE)
TRADE ASSOCIATION; PEORIA METRO NEW)
CAR DEALERS ASSOCIATION; ILLINOIS)
MOTORCYCLE DEALERS ASSOCIATION; ACIA)
CH AUTO LLC d/b/a NORTH CITY HONDA;)
ACIA HN AUTO LLC d/b/a HYUNDAI OF)
LINCOLNWOOD; ACIA KL AUTO LLC d/b/a KIA)
OF LINCOLNWOOD; ACIA MOTORS LLC d/b/a)
BLOOMINGTON-NORMAL AUTO MALL; ACIA)
PG AUTO LLC d/b/a CHEVROLET OF)
PALATINE; ACIA PH AUTO LLC d/b/a HYUNDAI)
OF PALATINE; ACIA TC AUTO LLC d/b/a)
TOYOTA OF LINCOLN PARK; ACIA TN AUTO)
LLC d/b/a TOYOTA OF LINCOLNWOOD; AL)
CIONI FORD, INC.; AL PIEMONTE CADILLAC,)
INC.; AL PIEMONTE FORD SALES, INC.; AL)
PIEMONTE NISSAN, INC.; ANDERSON)
DEALERSHIPS, INC. d/b/a ANDERSON)
MITSUBISHI, HYUNDAI OF PERRYVILLE,)
ROCK RIVER FORD AND ROCK RIVER KIA;)
ANDERSON DODGE, INC. d/b/a ANDERSON)
CHRYSLER DODGE JEEP RAM; ANDERSON)
FORD OF CLINTON, INC.; ANDERSON MOTOR)
COMPANY OF CRYSTAL LAKE, INC. d/b/a BMW)
OF CRYSTAL LAKE, MAZDA OF CRYSTAL)
LAKE AND VOLKSWAGEN OF CRYSTAL LAKE;)
ANDERSON NISSAN, INC. d/b/a ANDERSON)
MAZDA AND ANDERSON NISSAN; ANDERSON)
ROCKFORD AUTO, INC. d/b/a ANDERSON)
TOYOTA AND LEXUS OF ROCKFORD;)
ANTHONY BUICK GMC, INC.; APPLE)
CHEVROLET, INC.; ARNIE BAUER II, LLC;)
ARNIE BAUER INC.; ATVS AND MORE, INC.;)
AUFFENBERG FORD NORTH, INC.;)
AUFFENBERG FORD, INC.; AUFFENBERG)
HYUNDAI, INC.; AUFFENBERG MOTORS OF)
ILLINOIS, INC. d/b/a AUFFENBERG MAZDA;)
BARKAU BROTHERS LLC d/b/a BARKAU)
CHRYSLER DODGE JEEP RAM; BARKAU)
CHEVROLET, INC.; BARKER CHEVROLET,)
INC.; BARKER MOTOR CO.; BAUM)**

12721526

Case No. 2021CH01438

Hon.
(Calendar)

FILED DATE: 3/25/2021 5:59 PM 2021CH01438

CHEVROLET-BUICK CO. d/b/a BAUM MOTOR)
CO.; BETTENHAUSEN MOTOR SALES, INC.;)
BILL JACOBS AURORA, INC.; BILL JACOBS)
NAPERVILLE, L.L.C.; BILL KAY FORD, INC.;)
BILL KAY OLDSMOBILE, INC. d/b/a BILL KAY)
HONDA; BILL WALSH CHEVROLET-)
CADILLAC, INC.; BJL AUTOMOTIVE, INC. d/b/a)
BOB LINDSAY ACURA; BMI IMPORTS, INC.;)
BOB BRADY DODGE, INC.; BOB RIDINGS)
CHRYSLER-DODGE, INC. d/b/a BOB RIDINGS)
PANA; BOB RIDINGS FORD OF)
JACKSONVILLE, INC. d/b/a BOB RIDINGS)
WESTOWN FORD, LINCOLN; BOB RIDINGS)
LINCOLN, INC. d/b/a BOB RIDINGS DECATUR;)
BOB RIDINGS, INC. d/b/a BOB RIDINGS)
TAYLORVILLE; BOCKER CHEVROLET, BUICK,)
GMC, CADILLAC, INC.; BRAD MANNING FORD,)
INC.; BREESE MOTOR SALES, INC.;)
BRILLIANCE MOTOR SALES, INC. d/b/a)
BRILLIANCE HONDA OF CRYSTAL LAKE;)
BRUCE FOOTE CHEVROLET, INC.; BRYDEN)
FORD, INC.; BUSS FORD SALES, L.L.C. d/b/a)
BUSS FORD AND BUSS LINCOLN; CARMACK)
CAR CAPITOL, INC.; CASTLE BUICK-GMC,)
INC.; CASTLE CHEVROLET NORTH LLC;)
CASTLE CHEVROLET, INC.; CHAMPION 444,)
LLC d/b/a AL PIEMONTE BUICK-GMC;)
CHEVROLET OF HOMEWOOD, INC.;)
COFFMAN TRUCK SALES, INC.;)
CONTINENTAL AUTOS, INC.; CONTINENTAL)
CLASSIC MOTORS, INC.; COURT STREET)
FORD, INC.; DAN HECHT CHEVROLET, INC.;)
DAVIS BUICK, GMC, INC.; DIEPHOLZ AUTO)
GROUP OF PARIS, INC.; DIEPHOLZ AUTO)
GROUP, INC.; DODGE OF ANTIOCH, INC.;)
DOWNERS GROVE IMPORTS, LTD. d/b/a)
GENESIS OF DOWNERS GROVE, PUGI)
HYUNDAI, PUGI MAZDA AND PUGI)
VOLKSWAGEN; DRISCOLL MOTOR CO., INC.;)
ED NAPLETON CALUMET CITY IMPORTS,)
INC.; ED NAPLETON ELMHURST IMPORTS,)
INC.; ED NAPLETON OAK LAWN IMPORTS,)
INC.; ED NAPLETON WESTMONT IMPORTS,)
INC.; ELMHURST AUTO GROUP, LTD. d/b/a)
ELMHURST TOYOTA; ELMHURST AUTO)
WERKS, LTD. d/b/a ELMHURST BMW, LTD.;)

ETTLESON CADILLAC-BUICK-GMC, INC.;)
ETTLESON HYUNDAI, LLC; FEDERICO)
CHRYSLER-DODGE, INC.; FIELDS IMPORTS,)
INC. d/b/a FIELDS BMW; FIELDS JEEP, INC.)
d/b/a FIELDS CHRYSLER JEEP DODGE RAM;)
FIELDS PAG, INC. d/b/a JAGUAR LAND ROVER)
NORTHFIELD; FINISH LINE FORD, INC.; FORD)
SQUARE OF MT. VERNON, LTD.; FREEWAY)
FORD TRUCK SALES, INC.; GDM IMPORTS,)
INC. d/b/a MCGRATH VOLVO CARS)
BARRINGTON; GERALD FORD, INC.; GERALD)
HYUNDAI, INC.; GERALD IMPORTS, INC. d/b/a)
GERALD HONDA OF MATTESON; GERALD)
MOTORS, INC. d/b/a GERALD TOYOTA OF)
MATTESON; GERALD NAPERVILLE, INC. d/b/a)
GERALD KIA OF NAPERVILLE; GERALD)
NISSAN OF NORTH AURORA, INC.; GERALD)
NISSAN, INC.; GERALD NORTH AURORA, INC.)
d/b/a GERALD KIA OF NORTH AURORA;)
GERALD SUBARU OF NORTH AURORA, INC.;)
GERALD SUBARU, INC.; GILLESPIE)
AUTOMOTIVE LLC; GLENVIEW LUXURY)
IMPORTS LLC; GOLD COAST MOTOR CARS,)
INC. d/b/a PERILLO BMW, INC.; GOLF MILL)
MOTOR SALES, INC. d/b/a GOLF MILL FORD;)
GREEN CHEVROLET, INC.; GUSTAFSON FORD)
LLC; H.D.A. MOTORS, INC. d/b/a)
CONTINENTAL HONDA; HELLER FORD SALES,)
INC.; HIGHLAND PARK AUTOMOTIVE, INC.;)
HOPKINS FORD OF ELGIN, INC.; HOWARD)
ORLOFF IMPORTS, INC.; HYUNDAI OF)
MATTESON LLC d/b/a WORLD HYUNDAI)
MATTESON; INCIPE, LLC d/b/a HAWK FORD)
OF OAK LAWN; ISRINGHAUSEN IMPORTS,)
INC.; JACK SCHMITT CADILLAC, INC.;)
JAGUAR LAND ROVER PEORIA, INC.; JANSEN)
CHEVROLET CO., INC.; JEFF PERRY BUICK)
GMC, INC.; JEFF PERRY, INC. d/b/a JEFF)
PERRY CHEVROLET BUICK CADILLAC AND)
JEFF PERRY CHRYSLER JEEP; JENNINGS)
CHEVROLET, INC.; JIM MCCOMB)
CHEVROLET, INC. d/b/a UFTRING WESTON)
CHEVROLET CADILLAC, INC.; JOE RIZZA)
FORD OF ORLAND PARK, INC.; JOE RIZZA)
IMPORTS, INC.; JOHAWK LLC d/b/a HAWK)
VOLKSWAGEN OF JOLIET; JP MOTORS, INC.;)

K & J CHEVROLET INC.; K&J AUTOMOTIVE,)
INC. d/b/a K&J CHRYSLER DODGE JEEP RAM;)
KELLY NISSAN, INC.; KEN DIEPHOLZ)
CHEVROLET, INC.; LAND ROVER HINSDALE,)
L.L.C.; LARRY STOVESAND OF SOUTHERN)
ILLINOIS, INC. d/b/a LARRY STOVESAND KIA;)
LAURA BUICK-GMC, INC.; LEXGLEN, INC. d/b/a)
FIELDS LEXUS GLENVIEW; LIBERTY AUTO)
CITY, INC.; LIBERTY CHEVROLET, INC. d/b/a)
BILL KAY CHEVROLET; LIBERTYVILLE)
CHEVROLET, INC.; LIGHTHOUSE BUICK GMC,)
INC.; LOQUERCIO AUTOMOTIVE NORTH LLC)
d/b/a DUNDEE FORD; LOQUERCIO)
AUTOMOTIVE NORTHSIDE, LLC d/b/a TOYOTA)
OF FOX LAKE; LOQUERCIO AUTOMOTIVE)
SOUTH, INC. d/b/a HONDA CITY; LOQUERCIO)
AUTOMOTIVE WEST LLC d/b/a ELGIN)
CHRYSLER DODGE JEEP RAM; LOQUERCIO)
AUTOMOTIVE, INC. d/b/a ELGIN HYUNDAI AND)
GENESIS OF ELGIN; LOU BACHRODT)
CHEVROLET CO.; M.E. FIELDS, INC. d/b/a MINI)
OF GLENCOE NORTH SHORE; MANCARI)
CHRYSLER PLYMOUTH, INC.; MARION FORD,)
INC.; MATTSPELL MOTORS, INC. d/b/a)
GURNEE CHRYSLER DODGE JEEP RAM; MAX)
DYE, INC.; MCGINLEY, INC.; MCGRATH 1620,)
INC. d/b/a MCGRATH ACURA OF)
LIBERTYVILLE; MCGRATH ENTERPRISES,)
INC. d/b/a MCGRATH HONDA; MCGRATH)
IMPORTS, INC. d/b/a MCGRATH ACURA OF)
MORTON GROVE AND MCGRATH AUDI;)
MCGRATH MOTORS, INC. d/b/a MCGRATH)
HONDA OF ST. CHARLES; METRO FORD)
SALES & SERVICE, INC.; MICHAEL ROBERT)
ENTERPRISES, INC. d/b/a CHICAGO)
NORTHSIDE TOYOTA; MID-CONTINENTAL)
COMPANIES, INC. d/b/a THE LANDMARK)
AUTOMOTIVE GROUP; MIKE MILLER)
AUTOMOTIVE, INC. d/b/a MIKE MILLER AUTO)
PARK; MIKE MURPHY FORD, INC.; NAPLETON)
AURORA IMPORTS, INC.; NAPLETON)
AUTOMOTIVE OF URBANA, LLC; NAPLETON)
LIBERTYVILLE, INC. d/b/a NAPLETON MAZDA)
OF LIBERTYVILLE; NAPLETON URBANA)
IMPORTS, LLC; NAPLETON'S ARLINGTON)
HEIGHTS MOTORS, INC.; NAPLETON'S)

GOLDCOAST IMPORTS, INC.; NAPLETON'S)
RIVER OAKS MOTORS, INC.; NJRP, INC. d/b/a)
PORSCHE ORLAND PARK; NORTHWEST AUTO)
SALES, INC. d/b/a MULLER'S WOODFIELD)
ACURA; OAK LAWN HYUNDAI, INC. d/b/a)
HAPPY HYUNDAI; OBG IMPORTS, INC.;)
PACKEY WEBB FORD AN ILLINOIS LIMITED)
PARTNERSHIP d/b/a PACKEY WEBB FORD;)
PATRICK HYUNDAI, LLC; PATRICK JAGUAR,)
L.L.C.; PATRICK SCHAUMBURG)
AUTOMOBILES, INC.; PETERSEN CHEVROLET-)
BUICK, INC.; PHELIA, LLC d/b/a HAWK)
CHEVROLET; PHILLIPS CHEVROLET, INC.;)
PIALEX AUTOMOTIVE, LLC; PIATTOY)
AUTOMOTIVE, LLC; PIEMONTE'S DUNDEE)
CHEVROLET, INC.; PRESCOTT BROTHERS,)
INC.; RA D'ORAZIO FORD, INC.; RADIO CITY)
AUTOMOTIVE, INC.; RAY DENNISON)
CHEVROLET, INC.; RIVER FRONT CHRYSLER)
JEEP, INC.; RIVER OAKS IMPORTS, INC.;)
RIVER VIEW FORD, INC.; RIVERSIDE)
CHEVROLET, INC.; RIZZA BUICK GMC)
CADILLAC, INC.; ROBERT LOQUERCIO)
ENTERPRISES, INC. d/b/a ELGIN TOYOTA;)
ROESCH FINCO, L.L.C. d/b/a LARRY ROESCH)
VOLKSWAGEN; ROGERS AUTO GROUP, INC.;)
ROLAND RICH FORD, INC.; RON TIRAPELLI)
FORD, INC.; ROSEN HYUNDAI ENTERPRISES,)
LLC; RPG IMPORTS, LLC; SAM LEMAN)
CHEVROLET-BUICK, INC.; SCHMITT)
CHEVROLET, INC. d/b/a JACK SCHMITT)
CHEVROLET OF O'FALLON; SHIELDS AUTO)
CENTER, INC.; SMOKY JENNINGS)
CHEVROLET, INC.; SPELLMATT MOTORS,)
INC. d/b/a DU PAGE CHRYSLER DODGE JEEP)
RAM; SPONTE SALES, INC. d/b/a HAWK)
CHRYSLER DODGE JEEP RAM FIAT; ST. CLAIR)
IMPORTS, INC. d/b/a AUFFENBERG KIA; ST.)
CLAIR MOTORS, INC. d/b/a AUFFENBERG)
CHRYSLER DODGE JEEP RAM; ST. CLAIR)
NISSAN INC. d/b/a AUFFENBERG NISSAN; ST.)
CLAIR VOLKSWAGEN, INC. d/b/a)
AUFFENBERG VOLKSWAGEN; SULLIVAN-)
PARKHILL AUTOMOTIVE, INC.; SULLIVAN-)
PARKHILL IMPORTS, INC.; SUNNYSIDE AUTO)
FINANCE CO. d/b/a SUNNYSIDE CO.; SUNSET)

FORD OF WATERLOO, INC.; SUTTON FORD,)
INC.; THE ARLINGTON AUTOMOTIVE GROUP,)
INC.; TRUCK CENTERS, INC.; TWOB'S)
AUTOMOTIVE, INC. d/b/a BOB LINDSAY)
HONDA; TYSON MOTOR, LLC; UFTRING)
CHEVROLET, INC.; UFTRING CHRYSLER, INC.;)
UFTRING FORD, INC.; UFTRING NISSAN, INC.;)
VELDE CADILLAC-BUICK-GMC, INC.; VELDE)
FORD SALES, INC.; VIA CARLITA LLC d/b/a)
HAWK FORD OF ST. CHARLES AND HAWK)
NISSAN; VICTOR FORD, INC.; VNF, INC. d/b/a)
FIELDS VOLVO CARS NORTHFIELD;)
WATSEKA FORD-LINCOLN, INC.; WEBB)
CHEVROLET PLAINFIELD, INC.; WEBB)
CHEVROLET, INC.; WEST JEFF AUTO SALES)
LLC d/b/a HAWK CADILLAC, HAWK)
CHEVROLET OF JOLIET, HAWK OF JOLIET,)
HAWK MAZDA AND HAWK SUBARU;)
WICKSTROM AUTO GROUP, INC.;)
WILLOWBROOK FORD, INC.; WILSON)
CHRYSLER JEEP, INC.; WORLD AUTOMOTIVE)
JOLIET LLC d/b/a WORLD KIA JOLIET; YEMM)
CHEVROLET, INC. d/b/a YEMM CHEVROLET-)
BUICK-GMC AND YEMM CHRYSLER-DODGE-)
JEEP-RAM; ZEIGLER CHEVROLET)
SCHAUMBURG, LLC; ZEIGLER CHRYSLER)
DODGE JEEP DOWNERS GROVE, LLC;)
ZEIGLER CHRYSLER DODGE JEEP, LLC;)
ZEIGLER HOFFMAN ESTATES I, LLC;)
ZEIGLER HOFFMAN ESTATES II, LLC;)
ZEIGLER INFINITI ORLAND PARK, LLC;)
ZEIGLER LINCOLNWOOD, LLC; ZEIGLER)
LINCOLNWOOD II, LLC; ZEIGLER MOTORS,)
LLC; ZEIGLER NISSAN GURNEE, LLC;)
ZEIGLER NISSAN ORLAND PARK, LLC;)
ZEIGLER NORTH RIVERSIDE, LLC; ZEIGLER)
ORLAND PARK, LLC; ZEIGLER SCHAUMBURG)
IV, LLC,)

Plaintiffs,

v.

OFFICE OF THE ILLINOIS SECRETARY OF)
STATE; JESSE WHITE, in his official capacity as)
the Illinois Secretary of State; RIVIAN)
AUTOMOTIVE, INC.; RIVIAN AUTOMOTIVE,)
LLC; RIVIAN, LLC; LUCID USA, INC.,)
Defendants.)
)

COMPLAINT

Plaintiffs, the Illinois Automobile Dealers Association (“IADA”), the Chicago Automobile Trade Association (“CATA”), the Peoria Metro New Car Dealers Association (“PMNCDA”), the Illinois Motorcycle Dealers Association (“IMDA”), and individual franchised motor vehicle dealers throughout Illinois (set out individually below), by and through their undersigned counsel, hereby bring this Complaint against Defendants, the Office of the Illinois Secretary of State, Jesse White, in his official capacity as the Illinois Secretary of State, and Rivian Automotive, Inc., Rivian Automotive, LLC, Rivian, LLC and Lucid USA, Inc. seeking: (1) enforcement of, and compliance with, Illinois licensing laws regarding the sale of new motor vehicles to consumers in Illinois, and (2) a declaratory judgment that motor vehicle manufacturers cannot directly sell new motor vehicles in Illinois in violation of the licensing structure and franchise system established by the Illinois Vehicle Code, 625 ILCS 5/1-100, *et seq.* (the “Vehicle Code” or “Code”), and the Illinois Motor Vehicle Franchise Act, 815 ILCS 710/1 *et seq.* (“IMVFA” or the “Act”). In support hereof, Plaintiffs state as follows:

INTRODUCTION

1. For decades the Vehicle Code and IMVFA have been in place to protect Illinois consumers and the more than 700 new motor vehicle dealers operating in this State. One key provision under the Vehicle Code provides that the only persons eligible to be licensed by the

State to sell new vehicles directly to the public are those with a contract between the licensee and the manufacturer of the new vehicles being offered. When the IMVFA was enacted, it solidified the franchise system in Illinois with the purpose of empowering dealers and protecting the citizens of Illinois. Under the IMVFA, manufacturers are expressly prohibited from operating a new vehicle franchise. The consequence is that all sales to the public must be made through licensed and independent franchised new motor vehicle dealers.

2. Defendants Rivian and Lucid are vehicle manufacturers. They are not currently licensed to sell new vehicles under the Vehicle Code and, as manufacturers, they cannot obtain an Illinois license to sell new vehicles directly to the public under the Vehicle Code or the IMVFA. Rather than comply with Illinois statutory law and sell vehicles through franchisees, Rivian and Lucid are currently taking online orders for sales directly to the public in Illinois. Rivian and Lucid are also in the process of building and opening showrooms in Chicago and Oak Brook with the approval of the Illinois Secretary of State.

3. The Illinois Secretary of State's office is charged with enforcing the Vehicle Code and the IMVFA; however, as detailed below, the Secretary of State's office has abandoned its enforcement role. Rather than complying with its enforcement duties, the Secretary of State has bowed to political pressure by agreeing to lessen its licensing requirements for certain new-to-the-market vehicle manufacturers – first Tesla, and now Rivian and Lucid – allowing them to directly sell new motor vehicles to consumers in Illinois without dealers. Plaintiffs do not object to these new manufacturers doing business in this State, but they cannot be excused from following the legal requirements that all other manufacturers and their dealers have been required to follow for decades.

4. The Secretary of State's search for excuses to avoid its enforcement duties is done knowing that Illinois new vehicle franchised dealers and manufacturers have relied upon the Vehicle Code and IMVFA in collectively investing billions in land and buildings to showcase and service new motor vehicles, and dealers have spent billions more on salaries for their more than 40,000 employees in Illinois. The important purposes behind having independent motor vehicle dealers include sales and service, price competition for the benefit of consumers, and advocating for consumers on warranty and recall service work, along with the substantial contributions made by what are largely family owned businesses to both the work force and the communities in which they operate. Put simply, independent dealers are vital to the State's economy and safety and underly the legislative purpose behind the Vehicle Code and the IMVFA. The Secretary of State's failure to enforce existing law will result in real and irreparable harm to Plaintiffs and those employed in the new vehicle franchise industry, as well as the public at large. This complaint requests that this court do what the Secretary of State has neglected to do – enforce the law.

PARTIES TO THIS MATTER, JURISDICTION AND VENUE

5. Plaintiff, IADA, is a trade association with over 700 motor vehicle dealers operating in the State of Illinois as members. IADA members employ more than 40,000 people in Illinois. IADA members' employees average \$59,774 in annual earnings with a total payroll of \$2.5 billion. IADA's offices are located at 300 W. Edwards Street in Springfield, Illinois.

6. Plaintiff, CATA, is a trade association representing more than 400 franchised motor vehicle dealers in the Chicagoland area. CATA's offices are located at 18W200 Butterfield Road in Oakbrook, Illinois.

7. Plaintiff, PMNCDA, is a trade association representing new car dealers in Illinois. PMNCDA's offices are located at 4234 N. Brandywine Drive, Suite D in Peoria, Illinois.

8. Plaintiff, IMDA, is a trade association representing franchised motorcycle dealers in Illinois. IMDA's offices are located at 3801 N. Dirksen Parkway in Springfield, Illinois.

9. Plaintiff, ACIA CH Auto LLC d/b/a North City Honda, is a Delaware limited liability company with its principal place of business in Chicago, Illinois.

10. Plaintiff, ACIA HN Auto LLC d/b/a Hyundai of Lincolnwood, is a Delaware limited liability company with its principal place of business in Lincolnwood, Illinois.

11. Plaintiff, ACIA KL Auto LLC d/b/a Kia of Lincolnwood, is a Delaware limited liability company with its principal place of business in Lincolnwood, Illinois.

12. Plaintiff, ACIA Motors LLC d/b/a Bloomington-Normal Auto Mall, is a Delaware limited liability company with its principal place of business in Normal, Illinois.

13. Plaintiff, ACIA PG Auto LLC d/b/a Chevrolet of Palatine, is a Delaware limited liability company with its principal place of business in Palatine, Illinois.

14. Plaintiff, ACIA PH Auto LLC d/b/a Hyundai of Palatine, is a Delaware limited liability company with its principal place of business in Palatine, Illinois.

15. Plaintiff, ACIA TC Auto LLC d/b/a Toyota of Lincoln Park, is a Delaware limited liability company with its principal place of business in Chicago, Illinois.

16. Plaintiff, ACIA TN Auto LLC d/b/a Toyota of Lincolnwood, is a Delaware limited liability company with its principal place of business in Lincolnwood, Illinois.

17. Plaintiff, Al Cioni Ford, Inc., is an Illinois corporation with its principal place of business in Granville, Illinois.

18. Plaintiff, Al Piemonte Cadillac, Inc., is an Illinois corporation with its principal place of business in St. Charles, Illinois.

19. Plaintiff, Al Piemonte Ford Sales, Inc., is a Delaware corporation with its principal place of business in Melrose Park, Illinois.

20. Plaintiff, Al Piemonte Nissan, Inc., is an Illinois corporation with its principal place of business in Melrose Park, Illinois.

21. Plaintiff, Anderson Dealerships, Inc. d/b/a Anderson Mitsubishi, Hyundai of Perryville, Rock River Ford and Rock River Kia, is an Illinois corporation with its principal place of business in Rockford, Illinois.

22. Plaintiff, Anderson Dodge, Inc. d/b/a Anderson Chrysler Dodge Jeep Ram, is an Illinois corporation with its principal place of business in Rockford, Illinois.

23. Plaintiff, Anderson Ford of Clinton, Inc., is an Illinois corporation with its principal place of business in Clinton, Illinois.

24. Plaintiff, Anderson Motor Company of Crystal Lake, Inc. d/b/a BMW of Crystal Lake, Mazda of Crystal Lake and Volkswagen of Crystal Lake, is an Illinois corporation with its principal place of business in Crystal Lake, Illinois.

25. Plaintiff, Anderson Nissan, Inc. d/b/a Anderson Mazda and Anderson Nissan, is an Illinois corporation with its principal place of business in Rockford, Illinois.

26. Plaintiff, Anderson Rockford Auto, Inc. d/b/a Anderson Toyota and Lexus of Rockford, is an Illinois corporation with its principal place of business in Loves Park, Illinois.

27. Plaintiff, Anthony Buick GMC, Inc., is an Illinois corporation with its principal place of business in Gurnee, Illinois.

28. Plaintiff, Apple Chevrolet, Inc., is an Illinois corporation with its principal place of business in Tinley Park, Illinois.

29. Plaintiff, Arnie Bauer II, LLC, is an Illinois limited liability company with its principal place of business in Wilmington, Illinois.

30. Plaintiff, Arnie Bauer Inc., is an Illinois corporation with its principal place of business in Matteson, Illinois.

31. Plaintiff, ATVs and More, Inc., is an Illinois corporation with its principal place of business in Salem, Illinois.

32. Plaintiff, Auffenberg Ford North, Inc., is an Illinois corporation with its principal place of business in O'Fallon, Illinois.

33. Plaintiff, Auffenberg Ford, Inc., is an Illinois corporation with its principal place of business in Belleville, Illinois.

34. Plaintiff, Auffenberg Hyundai, Inc., is an Illinois corporation with its principal place of business in O'Fallon, Illinois.

35. Plaintiff, Auffenberg Motors of Illinois, Inc. d/b/a Auffenberg Mazda, is an Illinois corporation with its principal place of business in O'Fallon, Illinois.

36. Plaintiff, Barkau Brothers LLC d/b/a Barkau Chrysler Dodge Jeep Ram, is an Illinois limited liability company with its principal place of business in Freeport, Illinois.

37. Plaintiff, Barkau Chevrolet, Inc., is an Illinois corporation with its principal place of business in Stockton, Illinois.

38. Plaintiff, Barker Chevrolet, Inc., is an Illinois corporation with its principal place of business in Lexington, Illinois.

39. Plaintiff, Barker Motor Co., is a Delaware corporation with its principal place of business in Bloomington, Illinois.

40. Plaintiff, Baum Chevrolet-Buick Co. d/b/a Baum Motor Co., is a Delaware corporation with its principal place of business in Clinton, Illinois.

41. Plaintiff, Bettenhausen Motor Sales, Inc., is an Illinois corporation with its principal place of business in Tinley Park, Illinois.

42. Plaintiff, Bill Jacobs Aurora, Inc., is an Illinois corporation with its principal place of business in Naperville, Illinois.

43. Plaintiff, Bill Jacobs Naperville, L.L.C., is an Illinois limited liability company with its principal place of business in Naperville, Illinois.

44. Plaintiff, Bill Kay Ford, Inc., is an Illinois corporation with its principal place of business in Midlothian, Illinois.

45. Plaintiff, Bill Kay Oldsmobile, Inc. d/b/a Bill Kay Honda, is an Illinois corporation with its principal place of business in Bourbonnais, Illinois.

46. Plaintiff, Bill Walsh Chevrolet-Cadillac, Inc., is an Illinois corporation with its principal place of business in Ottawa, Illinois.

47. Plaintiff, BJB Automotive, Inc. d/b/a Bob Lindsay Acura, is an Illinois corporation with its principal place of business in Peoria, Illinois.

48. Plaintiff, BMI Imports, LLC, is an Illinois limited liability company with its principal place of business in Normal, Illinois.

49. Plaintiff, Bob Brady Dodge, Inc., is an Illinois corporation with its principal place of business in Decatur, Illinois.

50. Plaintiff, Bob Ridings Chrysler-Dodge, Inc. d/b/a Bob Ridings Pana, is an Illinois corporation with its principal place of business in Pana, Illinois.

51. Plaintiff, Bob Ridings Ford of Jacksonville, Inc. d/b/a Bob Ridings Westtown Ford, Lincoln, is an Illinois corporation with its principal place of business in Jacksonville, Illinois.

52. Plaintiff, Bob Ridings Lincoln, Inc. d/b/a Bob Ridings Decatur, is an Illinois corporation with its principal place of business in Decatur, Illinois.

53. Plaintiff, Bob Ridings, Inc. d/b/a Bob Ridings Taylorville, is an Illinois corporation with its principal place of business in Taylorville, Illinois.

54. Plaintiff, Bocker Chevrolet, Buick, GMC, Cadillac, Inc., is an Illinois corporation with its principal place of business in Freeport, Illinois.

55. Plaintiff, Brad Manning Ford, Inc., is an Illinois corporation with its principal place of business in Dekalb, Illinois.

56. Plaintiff, Breese Motor Sales, Inc., is an Illinois corporation with its principal place of business in Breese, Illinois.

57. Plaintiff, Brilliance Motor Sales, Inc. d/b/a Brilliance Honda of Crystal Lake, is an Illinois corporation with its principal place of business in Crystal Lake, Illinois.

58. Plaintiff, Bruce Foote Chevrolet, Inc., is a Delaware corporation with its principal place of business in Monmouth, Illinois.

59. Plaintiff, Bryden Ford, Inc., is an Illinois corporation with its principal place of business in Durand, Illinois.

60. Plaintiff, Buss Ford Sales, L.L.C. d/b/a Buss Ford and Buss Lincoln, is an Illinois limited liability company with its principal place of business in McHenry, Illinois.

61. Plaintiff, Carmack Car Capitol, Inc., is an Illinois corporation with its principal place of business in Danville, Illinois.

62. Plaintiff, Castle Buick-GMC, Inc., is an Illinois corporation with its principal place of business in North Riverside, Illinois.

63. Plaintiff, Castle Chevrolet North LLC, is an Illinois limited liability company with its principal place of business in Elk Grove Village, Illinois.

64. Plaintiff, Castle Chevrolet, Inc., is an Illinois corporation with its principal place of business in Villa Park, Illinois.

65. Plaintiff, Champion 444, LLC d/b/a Al Piemonte Buick-GMC, is an Illinois limited liability company with its principal place of business in Elmhurst, Illinois.

66. Plaintiff, Chevrolet of Homewood, Inc., is an Illinois corporation with its principal place of business in Homewood, Illinois.

67. Plaintiff, Coffman Truck Sales, Inc., is a Delaware corporation with its principal place of business in Aurora, Illinois.

68. Plaintiff, Continental Autos, Inc., is an Illinois corporation with its principal place of business in Hodgkins, Illinois.

69. Plaintiff, Continental Classic Motors, Inc., is an Illinois corporation with its principal place of business in Hinsdale, Illinois.

70. Plaintiff, Court Street Ford, Inc., is an Illinois corporation with its principal place of business in Bourbonnais, Illinois.

71. Plaintiff, Dan Hecht Chevrolet, Inc., is a Missouri corporation with its principal place of business in Effingham, Illinois.

72. Plaintiff, Davis Buick, GMC, Inc., is an Illinois corporation with its principal place of business in Canton, Illinois.

73. Plaintiff, Diepholz Auto Group of Paris, Inc., is an Illinois corporation with its principal place of business in Paris, Illinois.

74. Plaintiff, Diepholz Auto Group, Inc., is an Illinois corporation with its principal place of business in Effingham, Illinois.

75. Plaintiff, Dodge of Antioch, Inc., is an Illinois corporation with its principal place of business in Antioch, Illinois.

76. Plaintiff, Downers Grove Imports, Ltd. d/b/a Genesis of Downers Grove, Pugi Hyundai, Pugi Mazda and Pugi Volkswagen, is an Illinois corporation with its principal place of business in Downers Grove, Illinois.

77. Plaintiff, Driscoll Motor Co., Inc., is an Illinois corporation with its principal place of business in Pontiac, Illinois.

78. Plaintiff, Ed Napleton Calumet City Imports, Inc., is an Illinois corporation with its principal place of business in Calumet City, Illinois.

79. Plaintiff, Ed Napleton Elmhurst Imports, Inc., is an Illinois corporation with its principal place of business in Elmhurst, Illinois.

80. Plaintiff, Ed Napleton Oak Lawn Imports, Inc., is an Illinois corporation with its principal place of business in Oak Lawn, Illinois.

81. Plaintiff, Ed Napleton Westmont Imports, Inc., is an Illinois corporation with its principal place of business in Westmont, Illinois.

82. Plaintiff, Elmhurst Auto Group, Ltd. d/b/a Elmhurst Toyota, is an Illinois corporation with its principal place of business in Elmhurst, Illinois.

83. Plaintiff, Elmhurst Auto Werks, Ltd. d/b/a Elmhurst BMW, Ltd., is an Illinois corporation with its principal place of business in Elmhurst, Illinois.

84. Plaintiff, Ettleson Cadillac-Buick-GMC, Inc., is an Illinois corporation with its principal place of business in Hodgkins, Illinois.

85. Plaintiff, Ettleson Hyundai, LLC, is an Illinois limited liability company with its principal place of business in Countryside, Illinois.

86. Plaintiff, Federico Chrysler-Dodge, Inc., is an Illinois corporation with its principal place of business in Wood River, Illinois.

87. Plaintiff, Fields Imports, Inc. d/b/a Fields BMW, is an Illinois corporation with its principal place of business in Northfield, Illinois.

88. Plaintiff, Fields Jeep, Inc. d/b/a Fields Chrysler Jeep Dodge Ram, is an Illinois corporation with its principal place of business in Glenview, Illinois.

89. Plaintiff, Fields PAG, Inc. d/b/a Jaguar Land Rover Northfield, is a Florida corporation with its principal place of business in Northfield, Illinois.

90. Plaintiff, Finish Line Ford, Inc., is a Delaware corporation with its principal place of business in Peoria, Illinois.

91. Plaintiff, Ford Square of Mt. Vernon, Ltd., is an Illinois corporation with its principal place of business in Mt. Vernon, Illinois.

92. Plaintiff, Freeway Ford Truck Sales, Inc., is a Delaware corporation with its principal place of business in Lyons, Illinois.

93. Plaintiff, GDM Imports, Inc. d/b/a McGrath Volvo Cars Barrington, is an Illinois corporation with its principal place of business in Barrington, Illinois.

94. Plaintiff, Gerald Ford, Inc., is an Illinois corporation with its principal place of business in North Aurora, Illinois.

95. Plaintiff, Gerald Hyundai, Inc., is an Illinois corporation with its principal place of business in North Aurora, Illinois.

96. Plaintiff, Gerald Imports, Inc. d/b/a Gerald Honda of Matteson, is an Illinois corporation with its principal place of business in Matteson, Illinois.

97. Plaintiff, Gerald Motors, Inc. d/b/a Gerald Toyota of Matteson, is an Illinois corporation with its principal place of business in Matteson, Illinois.

98. Plaintiff, Gerald Naperville, Inc. d/b/a Gerald Kia of Naperville, is an Illinois corporation with its principal place of business in Naperville, Illinois.

99. Plaintiff, Gerald Nissan of North Aurora, Inc., is an Illinois corporation with its principal place of business in North Aurora, Illinois.

100. Plaintiff, Gerald Nissan, Inc., is an Illinois corporation with its principal place of business in Naperville, Illinois.

101. Plaintiff, Gerald North Aurora, Inc. d/b/a Gerald Kia of North Aurora, is an Illinois corporation with its principal place of business in Aurora, Illinois.

102. Plaintiff, Gerald Subaru of North Aurora, Inc., is an Illinois corporation with its principal place of business in North Aurora, Illinois.

103. Plaintiff, Gerald Subaru, Inc., is an Illinois corporation with its principal place of business in Naperville, Illinois.

104. Plaintiff, Gillespie Automotive LLC, is an Illinois limited liability company with its principal place of business in Gurnee, Illinois.

105. Plaintiff, Glenview Luxury Imports LLC, is an Illinois limited liability company with its principal place of business in Glenview, Illinois.

106. Plaintiff, Gold Coast Motor Cars, Inc. d/b/a Perillo BMW, Inc., is an Illinois corporation with its principal place of business in Chicago, Illinois.

107. Plaintiff, Golf Mill Motor Sales, Inc. d/b/a Golf Mill Ford, is an Illinois corporation with its principal place of business in Niles, Illinois.

108. Plaintiff, Green Chevrolet, Inc., is a Delaware corporation with its principal place of business in Peoria, Illinois.

109. Plaintiff, Gustafson Ford LLC, is an Illinois limited liability company with its principal place of business in Kewanee, Illinois.

110. Plaintiff, H.D.A. Motors, Inc. d/b/a Continental Honda, is an Illinois corporation with its principal place of business in Countryside, Illinois.

111. Plaintiff, Heller Ford Sales, Inc., is an Illinois corporation with its principal place of business in El Paso, Illinois.

112. Plaintiff, Highland Park Automotive, Inc., is a Delaware corporation with its principal place of business in Highland Park, Illinois.

113. Plaintiff, Hopkins Ford of Elgin, Inc., is an Illinois corporation with its principal place of business in Elgin, Illinois.

114. Plaintiff, Howard Orloff Imports, Inc., is an Illinois corporation with its principal place of business in Chicago, Illinois.

115. Plaintiff, Hyundai of Matteson LLC d/b/a World Hyundai Matteson, is an Illinois limited liability company with its principal place of business in Matteson, Illinois.

116. Plaintiff, Incipe, LLC d/b/a Hawk Ford of Oak Lawn, is an Illinois limited liability company with its principal place of business in Oak Lawn, Illinois.

117. Plaintiff, Istringhausen Imports, Inc., is an Illinois corporation with its principal place of business in Springfield, Illinois.

118. Plaintiff, Jack Schmitt Cadillac, Inc., is an Illinois corporation with its principal place of business in O'Fallon, Illinois.

119. Plaintiff, Jaguar Land Rover Peoria, Inc., is an Illinois corporation with its principal place of business in Peoria, Illinois.

120. Plaintiff, Jansen Chevrolet Co., Inc., is an Illinois corporation with its principal place of business in Germantown, Illinois.

121. Plaintiff, Jeff Perry Buick GMC, Inc., is a Delaware corporation with its principal place of business in Peru, Illinois.

122. Plaintiff, Jeff Perry, Inc. d/b/a Jeff Perry Chevrolet Buick Cadillac and Jeff Perry Chrysler Jeep, is an Illinois corporation with its principal place of business in Rochelle, Illinois.

123. Plaintiff, Jennings Chevrolet, Inc., is an Illinois corporation with its principal place of business in Glenview, Illinois.

124. Plaintiff, Jim McComb Chevrolet, Inc. d/b/a Uftring Weston Chevrolet Cadillac, Inc., is a Delaware corporation with its principal place of business in Peoria, Illinois.

125. Plaintiff, Joe Rizza Ford of Orland Park, Inc., is an Illinois corporation with its principal place of business in Orland Park, Illinois.

126. Plaintiff, Joe Rizza Imports, Inc., is an Illinois corporation with its principal place of business in Orland Park, Illinois.

127. Plaintiff, Johawk LLC d/b/a Hawk Volkswagen of Joliet, is an Illinois limited liability company with its principal place of business in Joliet, Illinois.

128. Plaintiff, JP Motors, Inc., is an Illinois corporation with its principal place of business in Peru, Illinois.

129. Plaintiff, K & J Chevrolet Inc., is an Illinois corporation with its principal place of business in Carlyle, Illinois.

130. Plaintiff, K&J Automotive, Inc. d/b/a K&J Chrysler Dodge Jeep Ram, is an Illinois corporation with its principal place of business in Carlyle, Illinois.

131. Plaintiff, Kelly Nissan, Inc., is an Illinois corporation with its principal place of business in Oak Lawn, Illinois.

132. Plaintiff, Ken Diepholz Chevrolet, Inc., is an Illinois corporation with its principal place of business in Charleston, Illinois.

133. Plaintiff, Land Rover Hinsdale, L.L.C., is an Illinois limited liability company with its principal place of business in Naperville, Illinois.

134. Plaintiff, Larry Stovesand of Southern Illinois, Inc. d/b/a Larry Stovesand Kia, is an Illinois corporation with its principal place of business in Carbondale, Illinois.

135. Plaintiff, Laura Buick-GMC, Inc., is an Illinois corporation with its principal place of business in Collinsville, Illinois.

136. Plaintiff, Lexglen, Inc. d/b/a Fields Lexus Glenview, is an Illinois corporation with its principal place of business in Glenview, Illinois.

137. Plaintiff, Liberty Auto City, Inc., is an Illinois corporation with its principal place of business in Libertyville, Illinois.

138. Plaintiff, Liberty Chevrolet, Inc. d/b/a Bill Kay Chevrolet, is a Delaware corporation with its principal place of business in Lisle, Illinois.

139. Plaintiff, Libertyville Chevrolet, Inc., is an Illinois corporation with its principal place of business in Libertyville, Illinois.

140. Plaintiff, Lighthouse Buick GMC, Inc., is an Illinois corporation with its principal place of business in Morton, Illinois.

141. Plaintiff, Loquercio Automotive North LLC d/b/a Dundee Ford, is an Illinois limited liability company with its principal place of business in East Dundee, Illinois.

142. Plaintiff, Loquercio Automotive Northside, LLC d/b/a Toyota of Fox Lake, is an Illinois limited liability company with its principal place of business in Fox Lake, Illinois.

143. Plaintiff, Loquercio Automotive South, Inc. d/b/a Honda City, is an Illinois corporation with its principal place of business in Chicago, Illinois.

144. Plaintiff, Loquercio Automotive West LLC d/b/a Elgin Chrysler Dodge Jeep Ram, is an Illinois limited liability company with its principal place of business in Streamwood, Illinois.

145. Plaintiff, Loquercio Automotive, Inc. d/b/a Elgin Hyundai and Genesis of Elgin, is an Illinois corporation with its principal place of business in Elgin, Illinois.

146. Plaintiff, Lou Bachrodt Chevrolet Co., is an Illinois corporation with its principal place of business in Rockford, Illinois.

147. Plaintiff, M.E. Fields, Inc. d/b/a MINI of Glencoe North Shore, is a Delaware corporation with its principal place of business in Glencoe, Illinois.

148. Plaintiff, Mancari Chrysler Plymouth, Inc., is an Illinois corporation with its principal place of business in Oak Lawn, Illinois.

149. Plaintiff, Marion Ford, Inc., is an Illinois corporation with its principal place of business in Marion, Illinois.

150. Plaintiff, Mattspell Motors, Inc. d/b/a Gurnee Chrysler Dodge Jeep Ram, is an Illinois corporation with its principal place of business in Gurnee, Illinois.

151. Plaintiff, Max Dye, Inc., is a Nevada corporation with its principal place of business in Salem, Illinois.

152. Plaintiff, McGinley, Inc., is an Illinois corporation with its principal place of business in Highland, Illinois.

153. Plaintiff, McGrath 1620, Inc. d/b/a McGrath Acura of Libertyville, is an Illinois corporation with its principal place of business in Libertyville, Illinois.

154. Plaintiff, McGrath Enterprises, Inc. d/b/a McGrath Honda, is an Illinois corporation with its principal place of business in Elgin, Illinois.

155. Plaintiff, McGrath Imports, Inc. d/b/a McGrath Acura of Morton Grove and McGrath Audi, is an Illinois corporation with its principal place of business in Morton Grove, Illinois.

156. Plaintiff, McGrath Motors, Inc. d/b/a McGrath Honda of St. Charles, is an Illinois corporation with its principal place of business in St. Charles, Illinois.

157. Plaintiff, Metro Ford Sales & Service, Inc., is a Delaware corporation with its principal place of business in Chicago, Illinois.

158. Plaintiff, Michael Robert Enterprises, Inc. d/b/a Chicago Northside Toyota, is an Illinois corporation with its principal place of business in Chicago, Illinois.

159. Plaintiff, Mid-Continental Companies, Inc. d/b/a The Landmark Automotive Group, is a Delaware corporation with its principal place of business in Springfield, Illinois.

160. Plaintiff, Mike Miller Automotive, Inc. d/b/a Mike Miller Auto Park, is an Illinois corporation with its principal place of business in Peoria, Illinois.

161. Plaintiff, Mike Murphy Ford, Inc., is an Illinois corporation with its principal place of business in Morton, Illinois.

162. Plaintiff, Napleton Aurora Imports, Inc., is an Illinois corporation with its principal place of business in Aurora, Illinois.

163. Plaintiff, Napleton Automotive of Urbana, LLC, is a Florida limited liability company with its principal place of business in Urbana, Illinois.

164. Plaintiff, Napleton Libertyville, Inc. d/b/a Napleton Mazda of Libertyville, is an Illinois corporation with its principal place of business in Libertyville, Illinois.

165. Plaintiff, Napleton Urbana Imports, LLC, is an Illinois limited liability company with its principal place of business in Urbana, Illinois.

166. Plaintiff, Napleton's Arlington Heights Motors, Inc., is an Illinois corporation with its principal place of business in Arlington Heights, Illinois.

167. Plaintiff, Napleton's Goldcoast Imports, Inc., is an Illinois corporation with its principal place of business in Downers Grove, Illinois.

168. Plaintiff, Napleton's River Oaks Motors, Inc., is an Illinois corporation with its principal place of business in Lansing, Illinois.

169. Plaintiff, NJRP, Inc. d/b/a Porsche Orland Park, is an Illinois corporation with its principal place of business in Orland Park, Illinois.

170. Plaintiff, Northwest Auto Sales, Inc. d/b/a Muller's Woodfield Acura, is an Illinois corporation with its principal place of business in Hoffman Estates, Illinois.

171. Plaintiff, Oak Lawn Hyundai, Inc. d/b/a Happy Hyundai, is an Illinois corporation with its principal place of business in Oak Lawn, Illinois.

172. Plaintiff, OBG Imports, Inc., is an Illinois corporation with its principal place of business in Bloomington, Illinois.

173. Plaintiff, Packey Webb Ford an Illinois Limited Partnership d/b/a Packey Webb Ford, is an Illinois limited partnership with its principal place of business in Downers Grove, Illinois.

174. Plaintiff, Patrick Hyundai, LLC, is an Illinois limited liability company with its principal place of business in Schaumburg, Illinois.

175. Plaintiff, Patrick Jaguar, L.L.C., is an Illinois limited liability company with its principal place of business in Naperville, Illinois.

176. Plaintiff, Patrick Schaumburg Automobiles, Inc., is an Illinois corporation with its principal place of business in Schaumburg, Illinois.

177. Plaintiff, Petersen Chevrolet-Buick, Inc., is an Illinois corporation with its principal place of business in Fairbury, Illinois.

178. Plaintiff, Phelia, LLC d/b/a Hawk Chevrolet, is an Illinois limited liability company with its principal place of business in Bridgeview, Illinois.

179. Plaintiff, Phillips Chevrolet, Inc., is a Delaware corporation with its principal place of business in Frankfort, Illinois.

180. Plaintiff, Pialex Automotive, LLC, is an Illinois limited liability company with its principal place of business in Peoria, Illinois.

181. Plaintiff, Piatoy Automotive, LLC, is an Illinois limited liability company with its principal place of business in Peoria, Illinois.

182. Plaintiff, Piemonte's Dundee Chevrolet, Inc., is an Illinois corporation with its principal place of business in East Dundee, Illinois.

183. Plaintiff, Prescott Brothers, Inc., is an Illinois corporation with its principal place of business in Mendota, Illinois.

184. Plaintiff, RA D'Orazio Ford, Inc., is an Illinois corporation with its principal place of business in Wilmington, Illinois.

185. Plaintiff, Radio City Automotive, Inc., is an Illinois corporation with its principal place of business in North Pekin, Illinois.

186. Plaintiff, Ray Dennison Chevrolet, Inc., is an Illinois corporation with its principal place of business in Pekin, Illinois.

187. Plaintiff, River Front Chrysler Jeep, Inc., is an Illinois corporation with its principal place of business in North Aurora, Illinois.

188. Plaintiff, River Oaks Imports, Inc., is an Illinois corporation with its principal place of business in Lansing, Illinois.

189. Plaintiff, River View Ford, Inc., is a Delaware corporation with its principal place of business in Oswego, Illinois.

190. Plaintiff, Riverside Chevrolet, Inc., is an Illinois corporation with its principal place of business in Chillicothe, Illinois.

191. Plaintiff, Rizza Buick GMC Cadillac, Inc., is an Illinois corporation with its principal place of business in Tinley Park, Illinois.

192. Plaintiff, Robert Loquercio Enterprises, Inc. d/b/a Elgin Toyota, is an Illinois corporation with its principal place of business in Streamwood, Illinois.

193. Plaintiff, Roesch Finco, L.L.C. d/b/a Larry Roesch Volkswagen, is an Illinois limited liability company with its principal place of business in Bensenville, Illinois.

194. Plaintiff, Rogers Auto Group, Inc., is an Illinois corporation with its principal place of business in Chicago, Illinois.

195. Plaintiff, Roland Rich Ford, Inc., is a Delaware corporation with its principal place of business in Delavan, Illinois.

196. Plaintiff, Ron Tirapelli Ford, Inc., is an Illinois corporation with its principal place of business in Shorewood, Illinois.

197. Plaintiff, Rosen Hyundai Enterprises, LLC, is an Illinois limited liability company with its principal place of business in Algonquin, Illinois.

198. Plaintiff, RPG Imports, LLC, is an Illinois limited liability company with its principal place of business in Bloomington, Illinois.

199. Plaintiff, Sam Leman Chevrolet-Buick, Inc., is a Delaware corporation with its principal place of business in Eureka, Illinois.

200. Plaintiff, Schmitt Chevrolet, Inc. d/b/a Jack Schmitt Chevrolet of O'Fallon, is a Delaware corporation with its principal place of business in O'Fallon, Illinois.

201. Plaintiff, Shields Auto Center, Inc., is an Illinois corporation with its principal place of business in Rantoul, Illinois.

202. Plaintiff, Smoky Jennings Chevrolet, Inc., is an Illinois corporation with its principal place of business in Palmyra, Illinois.

203. Plaintiff, Spellmatt Motors, Inc. d/b/a Du Page Chrysler Dodge Jeep Ram, is an Illinois corporation with its principal place of business in Glendale Heights, Illinois.

204. Plaintiff, Sponte Sales, Inc. d/b/a Hawk Chrysler Dodge Jeep Ram Fiat, is an Illinois corporation with its principal place of business in Forest Park, Illinois.

205. Plaintiff, St. Clair Imports, Inc. d/b/a Auffenberg Kia, is an Illinois corporation with its principal place of business in O'Fallon, Illinois.

206. Plaintiff, St. Clair Motors, Inc. d/b/a Auffenberg Chrysler Dodge Jeep Ram, is an Illinois corporation with its principal place of business in O'Fallon, Illinois.

207. Plaintiff, St. Clair Nissan Inc. d/b/a Auffenberg Nissan, is an Illinois corporation with its principal place of business in O'Fallon, Illinois.

208. Plaintiff, St. Clair Volkswagen, Inc. d/b/a Auffenberg Volkswagen, is an Illinois corporation with its principal place of business in O'Fallon, Illinois.

209. Plaintiff, Sullivan-Parkhill Automotive, Inc., is a Delaware corporation with its principal place of business in Champaign, Illinois.

210. Plaintiff, Sullivan-Parkhill Imports, Inc., is a Delaware corporation with its principal place of business in Champaign, Illinois.

211. Plaintiff, Sunnyside Auto Finance Co. d/b/a Sunnyside Co., is an Illinois corporation with its principal place of business in McHenry, Illinois.

212. Plaintiff, Sunset Ford of Waterloo, Inc., is an Illinois corporation with its principal place of business in Waterloo, Illinois.

213. Plaintiff, Sutton Ford, Inc., is an Illinois corporation with its principal place of business in Matteson, Illinois.

214. Plaintiff, The Arlington Automotive Group, Inc., is an Illinois corporation with its principal place of business in Palatine, Illinois.

215. Plaintiff, Truck Centers, Inc., is an Illinois corporation with its principal place of business in Troy, Illinois.

216. Plaintiff, TwoB's Automotive, Inc. d/b/a Bob Lindsay Honda, is an Illinois corporation with its principal place of business in Peoria, Illinois.

217. Plaintiff, Tyson Motor, LLC, is an Illinois limited liability company with its principal place of business in Shorewood, Illinois.

218. Plaintiff, Uftring Chevrolet, Inc., is an Illinois corporation with its principal place of business in Washington, Illinois.

219. Plaintiff, Uftring Chrysler, Inc., is an Illinois corporation with its principal place of business in North Pekin, Illinois.

220. Plaintiff, Uftring Ford, Inc., is an Illinois corporation with its principal place of business in East Peoria, Illinois.

221. Plaintiff, Uftring Nissan, Inc., is an Illinois corporation with its principal place of business in Peoria, Illinois.

222. Plaintiff, Velde Cadillac-Buick-GMC, Inc., is an Illinois corporation with its principal place of business in Pekin, Illinois.

223. Plaintiff, Velde Ford Sales, Inc., is a Delaware corporation with its principal place of business in Pekin, Illinois.

224. Plaintiff, Via Carlita LLC d/b/a Hawk Ford of St. Charles and Hawk Nissan, is an Illinois limited liability company with its principal place of business in St. Charles, Illinois.

225. Plaintiff, Victor Ford, Inc., is an Illinois corporation with its principal place of business in Wauconda, Illinois.

226. Plaintiff, VNF, Inc. d/b/a Fields Volvo Cars Northfield, is an Illinois corporation with its principal place of business in Northfield, Illinois.

227. Plaintiff, Watseka Ford-Lincoln, Inc., is an Illinois corporation with its principal place of business in Watseka, Illinois.

228. Plaintiff, Webb Chevrolet Plainfield, Inc., is an Illinois corporation with its principal place of business in Plainfield, Illinois.

229. Plaintiff, Webb Chevrolet, Inc., is an Illinois corporation with its principal place of business in Oak Lawn, Illinois.

230. Plaintiff, West Jeff Auto Sales LLC d/b/a Hawk Cadillac, Hawk Chevrolet of Joliet, Hawk of Joliet, Hawk Mazda and Hawk Subaru, is an Illinois limited liability company with its principal place of business in Joliet, Illinois.

231. Plaintiff, Wickstrom Auto Group, Inc., is an Illinois corporation with its principal place of business in Barrington, Illinois.

232. Plaintiff, Willowbrook Ford, Inc., is a Delaware corporation with its principal place of business in Willowbrook, Illinois.

233. Plaintiff, Wilson Chrysler Jeep, Inc., is an Illinois corporation with its principal place of business in Clinton, Illinois.

234. Plaintiff, World Automotive Joliet LLC d/b/a World Kia Joliet, is an Illinois limited liability company with its principal place of business in Joliet, Illinois.

235. Plaintiff, Yemm Chevrolet, Inc. d/b/a Yemm Chevrolet-Buick-GMC and Yemm Chrysler-Dodge-Jeep-Ram, is an Illinois corporation with its principal place of business in Galesburg, Illinois.

236. Plaintiff, Zeigler Chevrolet Schaumburg, LLC, is a Michigan limited liability company with its principal place of business in Schaumburg, Illinois.

237. Plaintiff, Zeigler Chrysler Dodge Jeep Downers Grove, LLC, is a Michigan limited liability company with its principal place of business in Downers Grove, Illinois.

238. Plaintiff, Zeigler Chrysler Dodge Jeep, LLC, is a Michigan limited liability company with its principal place of business in Schaumburg, Illinois.

239. Plaintiff, Zeigler Hoffman Estates I, LLC, is a Michigan limited liability company with its principal place of business in Hoffman Estates, Illinois.

240. Plaintiff, Zeigler Hoffman Estates II, LLC, is a Michigan limited liability company with its principal place of business in Schaumburg, Illinois.

241. Plaintiff, Zeigler Infiniti Orland Park, LLC, is a Michigan limited liability company with its principal place of business in Orland Park, Illinois.

242. Plaintiff, Zeigler Lincolnwood, LLC, is a Michigan limited liability company with its principal place of business in Lincolnwood, Illinois.

243. Plaintiff, Zeigler Lincolnwood II, LLC, is a Michigan limited liability company with its principal place of business in Lincolnwood, Illinois.

244. Plaintiff, Zeigler Motors, LLC, is a Michigan limited liability company with its principal place of business in Schaumburg, Illinois.

245. Plaintiff, Zeigler Nissan Gurnee, LLC, is a Michigan limited liability company with its principal place of business in Lindenhurst, Illinois.

246. Plaintiff, Zeigler Nissan Orland Park, LLC, is a Michigan limited liability company with its principal place of business in Orland Park, Illinois.

247. Plaintiff, Zeigler North Riverside, LLC, is a Michigan limited liability company with its principal place of business in North Riverside, Illinois.

248. Plaintiff, Zeigler Orland Park, LLC, is a Michigan limited liability company with its principal place of business in Orland Park, Illinois.

249. Plaintiff, Zeigler Schaumburg IV, LLC, is a Michigan limited liability company with its principal place of business in Schaumburg, Illinois.

250. The Plaintiffs in paragraphs 9 through 249 above are collectively referred to as the “Individual Dealer-Plaintiffs.”

251. The Illinois Secretary of State (the “SOS”) is the governmental entity responsible for ensuring compliance with and enforcing the provisions of the Vehicle Code and the IMVFA. Defendant Jesse White is the public official in charge of the SOS’s Office. Defendant White is sued in his official capacity as Illinois Secretary of State and not individually. The SOS maintains offices at 69 W. Washington St., Ste. 1240, Chicago, Illinois 60602 and 100 W. Randolph St., Ste. 5-400, Chicago, Illinois 60601.

252. Defendant, Rivian Automotive, Inc., is a Delaware corporation with its principal place of business in Plymouth, Michigan. Rivian Automotive, Inc. is the manager of Rivian, LLC.

253. Defendant, Rivian Automotive, LLC is a Delaware limited liability company with its principal place of business in Plymouth, Michigan. Its registered agent in Illinois is CT Corporation System located at 208 South LaSalle St., Suite 814, Chicago, Illinois 60604. Rivian, LLC is the manager of Rivian Automotive, LLC.

254. Rivian, LLC is a Delaware limited liability company with its principal place of business in Plymouth, Michigan. Its registered agent in Illinois is CT Corporation System located

at 208 South LaSalle St., Suite 814, Chicago, Illinois 60604. Rivian Automotive, Inc. is the manager of Rivian, LLC.

255. Rivian Automotive, Inc., Rivian, LLC and Rivian Automotive, LLC are collectively referred to herein as “Rivian.” Upon information and belief, the Rivian entities are commonly owned. Rivian publicly refers to itself as “Rivian,” and does not delineate the specific entity engaging in particular conduct related to manufacturing vehicles and/or direct sales of those vehicles to consumers in Illinois through rivian.com and the showroom Rivian is constructing at 932 W. Randolph St. in Chicago, Illinois.

256. Lucid USA, Inc. (“Lucid”) is a Delaware corporation with its principal place of business in Newark, California. Lucid is registered in Illinois and its agent is located at 801 Adlai Stevenson Drive, Springfield, IL 62703. Lucid identifies 100 Oakbrook Center, Oak Brook, IL 60523 as one of its locations on lucidmotors.com. Upon information and belief, Lucid has common ownership with Lucid Motors Corporation, a California start-up that is majority-owned by Saudi Arabia’s sovereign wealth fund and has or is soon to merge with Churchill Capital Corp IV, a special purpose acquisition company or SPAC, which is incorporated in Delaware.

257. Illinois law provides that “no person” shall engage in the business of selling or dealing in new motor vehicles unless licensed to do so. 625 ILCS 5/5-101(a). To date, neither Rivian nor Lucid has sought or obtained a license to conduct the business of selling or dealing in new motor vehicles in Illinois, or in the alternative, any license has been improperly issued by the SOS.

258. The Vehicle Code provides:

If any person operates in violation of any provision of this Chapter, or any rule, regulation, order or decision of the Secretary of State, or of any term,

condition or limitation of any license, the Secretary of State, or any person injured thereby, or any interested person, may apply to the Circuit Court of the county in which such violation or some part thereof occurred, or in which the person complained of has his established or additional place of business or resides, to prevent such violation. The Court has jurisdiction to enforce obedience by injunction or other process restraining such person from further violation and enjoining upon him obedience.

625 ILCS 5/5-502.

259. This Court has jurisdiction pursuant to 625 ILCS 5/5-502, the Illinois declaratory judgment statute, 735 ILCS 5/2-701, and its general jurisdictional authority under the Illinois Constitution, Article VI, Section 9. This Court has authority to issue a writ of mandamus under its general jurisdiction pursuant to the Illinois Constitution, Article VI, Section 9.

260. Venue is proper in Cook County because Rivian and Lucid are operating without licenses or properly issued licenses in violation of the Vehicle Code by selling new motor vehicles online directly to consumers located in Cook County and elsewhere. Further, Rivian is constructing its sales showroom in Cook County, Illinois, and Lucid advertises a “studio,” *i.e.*, gallery/showroom, in Oakbrook, Illinois. In addition, certain members of IADA, CATA and IMDA and certain Individual Dealer-Plaintiffs have established places of business in Cook County, Illinois. Further, the SOS maintains offices at 69 W. Washington St., Ste. 1240, Chicago, Illinois 60602 and 100 W. Randolph St., Ste. 5-400, Chicago, Illinois 60601, located in Cook County, Illinois.

BACKGROUND

Illinois Law Requires A License to Sell Motor Vehicles and Precludes Manufacturers from Selling New Motor Vehicles Direct to Consumers

261. In 1979, the Illinois legislature passed the IMVFA.

262. While the intention behind the IMVFA was to bring a balance of power between manufacturers and motor vehicle dealers, the franchise system had already been established in

Illinois. Manufacturers did not directly sell motor vehicles to consumers in Illinois – rather, separate and distinct franchised motor vehicle dealers sold and serviced the vehicles. The IMVFA in conjunction with the Vehicle Code – which requires a license to sell new motor vehicles – contemplates only the licensing of franchised dealers, not manufacturers, to sell new vehicles in Illinois.

263. As provided in the IMVFA: **“The licensing and supervision of motor vehicle dealers is necessary for the protection of consumers and the sale of motor vehicles by unlicensed dealers should be prevented.”** 815 ILCS 710/1.1 (emphasis added).

264. The licensing provisions are set out in the Vehicle Code. Regarding new vehicle dealers, the Code specifically provides that:

No person shall engage in this State in the business of selling or dealing in, on consignment or otherwise, new vehicles of any make, or act as an intermediary or agent or broker for any licensed dealer or vehicle purchaser other than as a salesperson, or represent or advertise that he is so engaged or intends to so engage in such business unless licensed to do so in writing by the Secretary of State under the provisions of this Section.

625 ILCS 5/5-101(a) (emphasis added).

265. The Vehicle Code sets out certain mandatory requirements to obtain a license to sell or deal in new motor vehicles, including the requirement that a dealer must have entered into a written contract with a manufacturer or franchised distributor (hereinafter referred to as the “Mandatory Contract Requirement”) and the dealer must maintain an established place of business as set forth in the Code. 625 ILCS 5/5-101(d).

266. The mandatory requirements provision states:

Anything in this Chapter 5 to the contrary notwithstanding no person shall be licensed as a new vehicle dealer unless:

1. He is authorized by contract in writing between himself and the manufacturer or franchised distributor of such make of vehicle to so sell the same in this State, and

2. Such person shall maintain an established place of business as defined in [the Code].

625 ILCS 5/5-101(d).

267. A manufacturer or franchised distributor looking to sell new motor vehicles in Illinois must identify and contract with a dealer as a prerequisite for that dealer to meet the Mandatory Contract Requirement and obtain a license from the SOS under the Vehicle Code. 625 ILCS 5/5-101(d).

268. The contract between a manufacturer and a dealer, required as a prerequisite to obtaining a license under the Vehicle Code, creates a franchise under the IMVFA. “Franchise” is defined in the IMVFA as “an oral or written arrangement for a definite or indefinite period in which a manufacturer, distributor or wholesaler grants to a motor vehicle dealer a license to use a trade name, service mark, or related characteristic, and in which there is a community of interest in the marketing of motor vehicle or services thereto at wholesale, retail, leasing or otherwise.” 815 ILCS 710/2(i).

269. Under the Vehicle Code, the “dealer” with whom the manufacturer contracts to sell new motor vehicles cannot be the manufacturer itself given: (a) basic contract law, which requires two parties to create a contract, and (b) that the IMVFA contains an express prohibition against manufacturers operating as franchisees in Illinois, 815 ILCS 710/4(f), and compliance with the Mandatory Contract Requirement under the Code necessarily creates a franchise under the IMVFA, 815 ILCS 710/2(i).

270. In fact, given the breadth of the term “arrangement” used in the definition of “franchise” under the IMVFA (*see* ¶ 268, *supra*), a manufacturer that proposes to act *directly* as a “motor vehicle dealer,” and/or spins off or repositions a division or branch to operate a new vehicle sales facility, would be subject to the IMVFA, even without a formal “contract” that

would satisfy the Mandatory Contract Requirement in the Vehicle Code, 815 ILCS 710/2(i), and would therefore be in violation of 815 ILCS 710/4(f), as stated below.

271. Under the IMVFA, manufacturers are expressly precluded from operating as franchisees.

It is deemed a violation for a manufacturer, a distributor, a wholesaler, a distributor branch or division, a factory branch or division, or a wholesale branch or division, or officer, agent, broker, shareholder, except a shareholder of 1% or less of the outstanding shares of any class of securities of a manufacturer, distributor, or wholesaler which is a publicly traded corporation, or other representative, **directly or indirectly to own or operate a place of business as a motor vehicle franchisee** or motor vehicle financing affiliate . . .

815 ILCS 710/4(f) (emphasis added).

272. To the extent there is any exception allowing for manufacturers’ direct sale of new motor vehicles, the exceptions are expressly stated and limited in nature. Specifically:

- . . . except that, this subsection shall not prohibit:
- (1) the ownership or operation of a place of business by a manufacturer, distributor, or wholesaler for a period, not to exceed 18 months, during the transition from one motor vehicle franchisee to another; * * *
- (3) the ownership or operation of a place of business by a manufacturer that manufactures only diesel engines for installation in trucks having a gross vehicle weight rating of more than 16,000 pounds that are required to be registered under the Illinois Vehicle Code, [subject to additional limitations]

815 ILCS 710/4(f).

273. The IMVFA and the Vehicle Code reveal a clear Legislative intent that new motor vehicles are to be sold in Illinois through the franchise system. From the inception of the IMVFA and the Vehicle Code, with limited exceptions, only a **franchisee** that is **not** a “manufacturer, a distributor, a wholesaler, a distributor branch or division, a factory branch or division, or a wholesale branch or division, or officer, agent, broker, shareholder” has sold new motor vehicles to consumers in Illinois because the statutes, read together, do not allow, nor provide any path, for

manufacturers to bypass the franchise system. 625 ILCS 5/5-101(d); 815 ILCS 710/2(i); 815 ILCS 710/4(f).

274. There are no provisions in the Vehicle Code that permit manufacturers to be licensed as dealers. No one may sell new motor vehicles in Illinois without a license and the only licensing path is that of the franchised dealer – with no option of licensing available to a manufacturer seeking to wear two hats – that of dealer and manufacturer.

275. Furthermore, if a manufacturer were to “operate a place of business” selling new motor vehicles to consumers, the manufacturer would violate Section 4(f) of the IMVFA as well. 815 ILCS 710/4(f).

The SOS Knows That Illinois Law Requires A License to Sell Motor Vehicles and Precludes Manufacturers from Selling New Motor Vehicles Directly to Consumers

276. The SOS knows and understands the licensing requirements under the IMVFA and the Vehicle Code. For example, the SOS’s Dealer License Application implements the statutory requirement that an applicant identify the “[m]akes of vehicles sold or manufactured” and to “[a]ttach a letter of franchise for each make of vehicle.” A copy of the SOS’s Dealer License Application is attached hereto as Exhibit 1. *See also* 625 ILCS 5/5-101(b)(4), (d)(1).

277. In addition, in communications with Tesla Motors, Inc. (“Tesla”), the office of the SOS took the position that the IMVFA’s express “prohibition on a manufacturer’s right to be a franchisee” factors into the analysis which “prohibit[s] [a manufacturer] from being a vehicle dealer,” otherwise “the protections granted a franchise dealer . . . are meaningless.” A copy of the SOS’s March 31, 2017 Letter to Counsel for Tesla (from the desk of Nathan Maddox, Senior Legal Advisor to the SOS) is attached hereto as Exhibit 2.

278. As the office of the SOS recognized:

[W]e have a statute that has been on the books for decades, and has been interpreted and applied in a consistent manner regarding [the franchise system] for all that time. * * * Without an intervening statutory change or judicial decision, it is inappropriate for an official of the executive branch to simply announce that he has decided this statute means something different than what everyone involved with the statute has understood it to mean for years. That is not the role of the executive branch. If there is to be a significant change in an industry of this importance to the state's economy, that change should come from the legislature making new policy for the state, or a court finding that the executive branch has misinterpreted the law all of these years.

Exhibit 2.

279. In 2017, the SOS acknowledged that a new motor vehicle dealer must be licensed under the Vehicle Code, and that to be licensed, the dealer must have a written contract with a manufacturer, which creates a franchise and invariably a franchisee. 625 ILCS 5/5-101(d); 815 ILCS 710/2(i). Thus, it is impossible for a manufacturer to obtain a license to sell new motor vehicles under the Vehicle Code because it cannot contract with itself; but even if it could, its written contract with itself would necessarily create a franchise causing a violation of the IMVFA's express prohibition on a manufacturer's right to be a franchisee. 815 ILCS 710/4(f). Furthermore, even in the absence of a contract sufficient to meet the requirements of the Vehicle Code, a manufacturer's operation of a place of business selling new vehicles to consumers would violate Section 4(f) of the IMVFA. 815 ILCS 710/4(f).

The SOS Refuses to Enforce Illinois Law

280. As alleged in further detail below, for the last decade or so, the SOS walked a thin line between taking an official position consistent with the requirements of Illinois law while slowly eroding the requirements of the IMVFA and the Code – first in its dealings with Tesla and later with Rivian. Once it became clear, however, that one way or another the SOS was going to have to take action to enforce Illinois law – as it is statutorily required to do, but perhaps

politically motivated not to do – the SOS took a different tactic by requesting an informal opinion from the Attorney General to shield it, the SOS, from having to take appropriate action.

281. In January 2020, the SOS requested an “informal opinion concerning the application of the Motor Vehicle Franchise Act,” from the Illinois Attorney General, which in turn informally opined that the IMVFA only prevents manufacturers from being franchisees, not dealers, in order to conclude that a manufacturer can directly sell new motor vehicles. The Attorney General does not explain how a manufacturer can meet the Mandatory Contract Requirement in the Vehicle Code either with itself (a legal impossibility) or a related, and potentially sham entity, without creating a franchise and becoming a franchisee, which leads right back to the express prohibitions of the IMVFA. A copy of the SOS’s (N. Maddox’s) 1/3/2020 Letter to K. Raoul, Attorney General, is attached hereto as Exhibit 3; a copy of the 7/15/2020 Informal Opinion is attached hereto as Exhibit 4.

282. Before bringing this suit, IADA and CATA requested through the SOS that the Attorney General reconsider its informal opinion with consideration to the relevant provisions of the Vehicle Code. A copy of IADA and CATA’s 8/14/2020 correspondence with the SOS is attached hereto as Exhibit 5. Thereafter, State Representative Jay Hoffman made a similar request.

283. On February 19, 2021, Lynn E. Patton, the author of the informal opinion and the Chief of the Public Access and Opinions Division and Administrative Counsel with the Attorney General’s office, wrote to State Representative Jay Hoffman to inform him that the Attorney General’s office stands by its informal opinion. Ms. Patton further stated that the issues raised by the IADA and CATA in the request for reconsideration were considered in drafting the informal opinion though the relevant provisions of the Code are not legally analyzed nor even referenced in

the informal opinion. A copy of L. Patton's 2/19/2021 correspondence is attached hereto as Exhibit 6.

284. Ms. Patton then informed Representative Hoffman that "if the interested parties feel that a motor vehicle manufacturer should not sell motor vehicles directly to the public or that a motor vehicle manufacturer must establish and utilize franchise dealerships for the sale of its motor vehicles in Illinois, then those parties may wish to contact the appropriate members of the General Assembly and discuss potential amendatory statutory language." Exhibit 6.

285. Around this time, House Republican Leader, Jim Durkin, also wrote to the Illinois Attorney General requesting that the Attorney General reconsider its informal opinion and, in doing so, referenced the SOS's position that the Vehicle Code and the IMVFA require "all newly manufactured vehicles sold in Illinois to be sold through franchise dealerships." A copy of Representative Durkin's 2/23/2021 correspondence is attached hereto as Exhibit 7.

286. On March 1, 2021, Nathan Maddox, Senior Legal Advisor for the SOS, wrote to Dave Sloan, President of the CATA, (copying Pete Sander, President of IADA) claiming that the SOS had not abandoned its long-standing position and interpretation of Illinois law (that direct sales are not allowed under Illinois law), but further claiming that because the Attorney General rejected the SOS's position, the SOS's hands are tied and it must apply Illinois law in a manner directly contrary to its own position and interpretation of Illinois law. A copy of the SOS's (N. Maddox's) 3/1/2021 correspondence is attached hereto as Exhibit 8.

287. On March 9, 2021, Ms. Patton wrote Representative Durkin remaining steadfast in the Attorney General's analysis despite its conflict with the SOS's position. A copy of L. Patton's 3/9/2021 correspondence is attached hereto as Exhibit 9.

The SOS's Refusal to Enforce Illinois Law Starts With Tesla

288. In or around June 2009, Tesla applied for, and the SOS granted Tesla, a license to sell new motor vehicles that Tesla manufactured directly to Illinois consumers, without contracting with dealers.

289. By 2012, to the extent the SOS did not realize the legal conflicts in licensing Tesla (a manufacturer) to sell new motor vehicles directly to Illinois consumers, the SOS was put on notice by IADA. A copy of L. Doll's 6/1/2012 Memorandum to J. Mesi is attached hereto as Exhibit 10.

290. Jay Mesi, Acting Director, Department of Administrative Hearings at the SOS, then put Tesla on notice of its potential violations of Illinois law, including that Elon Musk, President of Tesla, had an ownership interest in Tesla (the manufacturer) of more than 1% of Tesla's outstanding shares of securities and Mr. Musk also was the dealer of record for a Tesla licensed motor vehicle dealer in Illinois with a franchise agreement to sell Tesla brand vehicles. A copy of J. Mesi's 7/20/2012 Letter to E. Musk is attached hereto as Exhibit 11.

291. Tesla sought to "fix" the problem by changing the person identified on the license from Elon Musk to George Blankenship (Vice President of Sales and Marketing for Tesla) in an alleged effort to comply with Illinois law, but the manufacturer and the "franchisee" remained one and the same – Tesla – and Tesla remained in violation of the IMVFA. A copy of the Tesla Renewal Application (December 2012) is attached hereto as Exhibit 12. The SOS, however, appears to have accepted this proposed "solution" to Tesla's violation of Illinois law.

292. Thereafter, Tesla continued to apply for licenses with the SOS identifying Tesla as both the manufacturer and the "franchisee." Copies of Tesla Applications are attached hereto as Exhibit 13.

293. In November 2015, as Tesla's expansion efforts in Illinois continued, Carrie Leitner, Assistant General Counsel for the SOS, was apprised of IADA's continuing concerns – and her recollection that the SOS had previously determined that Tesla would not be permitted to open any more stores – and shared that information with Nathan Maddox, Ernie Dannenberger (Director of Vehicle Services), and Candace Wanzo (Supervisor of Vehicle Services) at the SOS. Attorney Leitner stated, "I'm doing some research to see what, if anything can be done, but I expect there would be a big tug of war between shutting Tesla down and permitting them to operate" A copy of C. Leitner's 11/10/2015 E-mail is attached hereto as Exhibit 14.

294. In June of 2016, communications continued within the SOS regarding Tesla including that the SOS was "not planning on providing any additional supplemental or new dealer's license based on [Tesla's] current practices." A copy of 6/13/2016 E-mails Between N. Maddox, E. Dannenberger and C. Leitner is attached hereto as Exhibit 15.

295. By the end of 2016, the SOS was expecting to have to seek an injunction against Tesla or defend an action brought by Tesla regarding Tesla's continued efforts to obtain new locations and licenses, and a warning letter regarding licensing requirements was sent by the SOS to Tesla on December 28, 2016. A copy of N. Maddox's 12/27/2016 E-mail is attached hereto as Exhibit 16, and a copy of the SOS's (E. Dannenberger's) 12/28/2016 Letter is attached hereto as Exhibit 17.

296. In early 2017, Tesla sought supplemental dealer/repair licenses, citing a "dealer agreement" wherein it again "contracted" with itself for the sale of new motor vehicles. A copy of the 1/11/2017 Tesla License Application with Dealer Agreement is attached hereto as Exhibit 18.

297. On January 21, 2017, IADA raised concerns with the SOS about additional licensing for Tesla, specifically stating that years prior it had been discussed between IADA and

the SOS that the Tesla dealer license was issued in error. As stated by Peter Sander of IADA, “Now Tesla is further expanding and seeking additional licenses which we find appalling, because they never should have been issued a dealer license based on Illinois Motor Vehicle Laws and the Motor Vehicle Franchise Act.” IADA requested an open administrative hearing regarding Tesla’s licensing requests. A copy of P. Sander’s 1/21/2017 E-mail is attached hereto as Exhibit 19.

298. On January 25, 2017, the SOS’s Vehicle Services Department wrote to Tesla President, Elon Musk, reminding him of the issues that had previously been raised about Tesla’s violation of the IMVFA back in 2012. The letter further informed Mr. Musk that an investigation in 2017 had confirmed that Tesla had failed to come into compliance with the IMVFA, in that Tesla was in violation of the IMVFA proscription that “no manufacturer may own or operate a place of business as a motor vehicle franchisee for that manufacturer.” Mr. Musk was informed that until Tesla came into full compliance with the requirements of the IMVFA, no further dealership or supplemental licenses would be granted for Tesla locations in Illinois. In addition, no existing dealership or supplemental licenses for Tesla would be renewed until full compliance with the IMVFA was achieved. A copy of E. Dannenberger’s 1/25/2017 Letter on behalf of the SOS, attaching the SOS’s 2012 correspondence to Tesla is attached hereto as Exhibit 20.

299. On January 30, 2017, the SOS, by Mr. Maddox, wrote to IADA to explain that while the SOS had anticipated denying license applications to Tesla based on its noncompliance with Illinois law, consistent with the SOS’s January 25, 2017 letter to Tesla (Exhibit 20), the SOS had effectively failed to take action to regulate Tesla and the SOS was concerned about Tesla making claims of equitable estoppel against the SOS. A copy of the SOS’s (N. Maddox’s) 1/30/2017 E-mail is attached hereto as Exhibit 21.

300. IADA responded with disappointment in, and disagreement with, the SOS's (Mr. Maddox's) legal analysis, but remained hopeful, based on Vehicle Services Department's January 25, 2017 correspondence to Tesla, that the SOS would in fact enforce Illinois law. A copy of P. Sander's 1/31/2017 E-mail is attached hereto as Exhibit 22.

301. On or around March 27, 2017, the SOS, by Mr. Maddox, communicated with counsel for Tesla concerning the SOS's "decision not to renew Tesla's dealership licenses or to issue any new licenses to Tesla," and Mr. Maddox confirmed that following that call, he would inform Tesla's counsel that the SOS is "not changing ou[r] position on this matter and explaining why, including refuting the arguments raised by Tesla." A copy of the SOS's (N. Maddox's) 3/27/2017 E-mail is attached hereto as Exhibit 23.

302. On March 31, 2017, the SOS, by Mr. Maddox, wrote to counsel for Tesla taking the position that the IMVFA's express "prohibition on a manufacturer's right to be a franchisee" factors into the analysis which "prohibit[s] [a manufacturer] from being a vehicle dealer" otherwise "the protections granted a franchise dealer . . . are meaningless." Exhibit 2; *see* ¶¶ 277-78, *supra*.

303. In his cover e-mail to Tesla's counsel, the SOS (by Mr. Maddox) explained:

Attached is a scanned image of a letter I mailed to you earlier today. As you will note, I do not believe Tesla has properly interpreted the Illinois Motor Vehicle Franchise Act. At the time this Act was first adopted, I don't believe there were any members of the General Assembly who were saying to themselves 'We need to be careful to draft this Act narrowly so manufacturers can open their own dealerships around the state if they want to – but not too narrowly, because we only want some manufacturers to be able to do this, not all of them.' I believe this Act was intended to regulate the industry as a whole as it existed at that time, with no intent to create an avenue for alternative business models within that industry. I also believe an interpretation by this office that the Act means something other than what it has been understood to mean for decades would be an inappropriate exercise of executive branch authority. If there is to be a significant change in public policy regarding an industry that is responsible for nearly 20% of

the total of all retail sales [tax] in this state, that change should come from the legislature – or a court telling us we’ve been interpreting it wrong all of these years. It should not be a *fait accompli* announced by an executive branch officer.

A copy of the SOS’s (N. Maddox’s) 3/31/2017 E-mail is attached hereto as Exhibit 24.

304. After continued dispute between Tesla and the SOS regarding Tesla’s requested licensing, Tesla filed an administrative review challenging the SOS’s position, identified as File No: S-DO5-17; Dealer No. 1881 (the “Administrative Action”). Tesla took the position that it did not have to use franchised dealers to sell new motor vehicles in Illinois.

305. On or about April 30, 2019, IADA and CATA filed a Petition to Intervene in the Administrative Action alleging their respective interests in the ongoing operations of franchised motor vehicle dealerships may be directly and substantially affected by the outcome of the administrative proceedings. IADA and CATA each alleged that it and its dealer-members have a substantial interest in ensuring the sale, distribution, and servicing of motor vehicles by dealerships that are appropriately licensed and regulated so as to prevent fraud, impositions, discrimination, and other abuses upon the public; to foster healthy competition; and to provide adequate service to motor vehicle consumers. IADA and CATA’s motions to intervene were granted. A copy of the Petition to Intervene is attached hereto as Exhibit 25.

306. On May 13, 2019, Tesla, the SOS, IADA and CATA entered into an “Administrative Consent Order,” which provides:

Secretary of State, IADA, and CATA continue to interpret the Motor Vehicle Franchise Act and the Illinois Vehicle Code as requiring all newly manufactured vehicles sold in Illinois to be sold through franchise dealerships.

A copy of Administrative Consent Order Regarding Tesla is attached hereto as Exhibit 26 (emphasis added). A copy of Report and Recommendations from the Administrative Action is attached hereto as Exhibit 27.

307. The Administrative Consent Order provides that the SOS would grant and renew Tesla dealer licenses, provided that Tesla have no more than 13 dealer licenses at any one time, subject to the submission of administratively qualifying applications. Exhibit 26 at ¶ 1. Among other requirements, “[i]f another manufacturer acquires a substantial interest in or assumes control and decision-making authority of Tesla, SOS shall revoke all of Tesla’s dealer licenses,” and Tesla is prevented from any transfer of the licenses through joint venture or merger. Exhibit 26 at ¶ 2(E).

308. The Administrative Consent Order further provides that:

Notwithstanding any provision in this agreement to the contrary, any motor vehicle dealer within the Relevant Market Area of a place of business operated by a manufacturer in violation of this agreement may bring an action before the Motor Vehicle Review Board or the Secretary of State Department of Administrative Hearings to enforce the provisions of this agreement.

Exhibit 26 at ¶ 3.

Rivian Engages In Unlicensed Direct Selling In Violation of Illinois Law

309. Rivian is an automotive vehicle manufacturer founded in Florida in 2009. Rivian arrived in the Midwest in 2015 after relocating its corporate headquarters to Plymouth, Michigan, where it remains today.

310. Rivian founder and CEO, RJ Scaringe, conceived the idea to start an automobile company and, after graduating from MIT with a Ph.D. in mechanical engineering, he founded Rivian and “started putting the pieces together.” *See* <https://www.nytimes.com/2019/07/02/business/rj-scaringe-rivian.html>.

311. As part of that process, Rivian deliberately kept a low profile. For example, it decided not to maintain a website or social media presence, declined to publicly disclose governance and financial information, operated out of unmarked buildings, made few announcements and even instructed employees to keep their roles secret from friends and family. *See* <https://www.chicagotribune.com/business/ct-rivian-mitsubishi-robert-reed-1214-biz-20161214-column.html>; <https://www.nytimes.com/2019/07/02/business/rj-scaringe-rivian.html>; <https://rivian.com/?vid=v4Snr9fi5divYvm4wKnw0NX>.

312. In the meantime, Rivian began designing technology and defining its mission. After two years of development, it scrapped its original idea to build a sporty electric coupe and refocused on developing the first all-electric pickup trucks and utility vehicles. *See* <https://www.chicagobusiness.com/article/20180518/ISSUE01/180519884/rivian-ceo-scaringe-plans-to-build-electric-cars-in-normal>; <https://rivian.com/?vid=v4Snr9fi5divYvm4wKnw0NX>.

313. As Rivian quietly developed its technology, it also worked to position itself financially and politically to benefit its business.

314. Around 2016, Rivian looked to Normal, Illinois as a potential base for its manufacturing operations and began conversations with local and state officials to incentivize Rivian's purchase of a recently closed Mitsubishi plant. *See* <https://www.chicagotribune.com/business/ct-rivian-mitsubishi-robert-reed-1214-biz-20161214-column.html>.

315. At that time, Rivian had not produced anything more than a prototype. Nonetheless, Normal's town council conditionally awarded Rivian a five-year property tax incentive pact, granted \$1 million toward the plant's purchase and renamed the plant's street "Rivian Motorway." *See* <https://www.chicagotribune.com/business/ct-rivian-mitsubishi-robert->

[reed-1214-biz-20161214-column.html](#); <https://www.chicagotribune.com/business/ct-biz-rivian-electric-truck-investment-cox-automotive-20190911-xwojjhxejpd73k7axcabgaate4-story.html>;
<https://www.chicagobusiness.com/manufacturing/can-illinois-out-innovate-elon-musk>.

316. Rivian also sought Springfield's support and negotiated with officials from the Illinois Department of Commerce and Economic Opportunity, who awarded Rivian state tax credits valued around \$50 million, and which established a years-long relationship between Rivian and Illinois. A copy of the Edge Tax Credit Agreement is attached hereto as Exhibit 28.

317. In March 2017, then-Governor Bruce Rauner described Rivian's "partnership with the State of Illinois to present a unified voice" and further economic development in the state. *See* <https://www.bnbiz.org/news/governor-rauner-welcomes-rivian-automotive-normal/>.

318. With the pieces together, Rivian shed its "stealth mode" approach and debuted to industry praise at the Los Angeles Auto Show in 2018.

319. Thereafter, Rivian partnered with Ford Motor Company, an established car and truck manufacturer with over 150 franchised dealerships in Illinois. Alexandra Ford English, the director of Corporate Strategy responsible for Ford's enterprise strategy and connectivity and digital network strategy, has joined Rivian's board of directors. Rivian benefits from Ford's investment of hundreds of millions of dollars and provision of strategic advice to Rivian. *See* <https://www.chicagobusiness.com/manufacturing/alexandra-ford-english-daughter-bill-ford-join-rivian-board>.

320. In terms of sales in the electric vehicle industry, Rivian's mission is to become "the Tesla of trucks." Rivian looks to Tesla as a model for how to approach sales. Scaringe said, "From a sales and retail point of view, it's a direct-sales model. Core for us is maintaining direct ownership of our customers, which means it's a direct sales model." *See*

<https://www.chicagotribune.com/business/ct-biz-rivian-electric-truck-investment-cox-automotive-20190911-xwojjhxejpd73k7axcabgaate4-story.html>;

<https://www.chicagobusiness.com/manufacturing/rivian-eyes-subscriptions-electric-trucks>.

321. Currently in production are Rivian's R1T pickup truck and R1S utility vehicles, available in on- and off-road models. *See* <https://rivian.com/r1t>; <https://rivian.com/r1s>.

322. Sales of its R1T and R1S models, to be released later this year, have already started. Through its website, consumers, including consumers in Illinois, can pre-order Rivian cars with a \$1,000 deposit and configure desired specifications. *See* <https://rivian.com/configurator/r1t>; <https://rivian.com/configurator/r1s>. Rivian's senior director of customer experience publicly admitted that Rivian is currently selling vehicles in Illinois, stating "[w]ith a high concentration of Rivian pre-order customers, Chicago is a key location for us." *See* <https://www.chicagobusiness.com/commercial-real-estate/rivian-debuts-showroom-plans-fulton-market-lease>.

323. Rivian is also constructing a dealership facility in Chicago's Fulton Market District where it plans to further direct sell its vehicles to Illinois consumers. *See id.*

324. Upon information and belief, Rivian has entered into a lease for the property located at 932 W. Randolph Street in Chicago, Illinois with L3 932 Randolph LLC and/or the entity that owns the property, which is associated with L3 Capital. L3 Capital and/or L3 932 Randolph LLC has obtained construction permits for that property to build a showroom for retail sales to be operated by Rivian.

325. According to Rivian's recently issued statements:

While all preorders for Rivian vehicles so far have been made online, [Rivian] plans on selling them through its very own dealership network, with ten showrooms opening this year. The very first showroom will open at the Chicago Fulton Market neighborhood. The company wants to

establish physical locations to allow prospective buyers to experience the vehicles in person.

Rivian says that Chicago is a key location for it, and Fulton Market is a vibrant neighborhood making a great fit for a showroom. Rivian vehicles are also built-in Illinois, and they want to share the finished product with the community. While most auto manufacturers call their locations showrooms, Rivian sees its facilities as “retail experiences.”

See <https://www.slashgear.com/rivian-will-open-ten-showrooms-this-year-starting-in-chicago-07658457/>; *see also* <https://www.chicagotribune.com/columns/ryan-ori/ct-biz-rivian-retail-showroom-fulton-market-ryan-ori-20210204-smbpfax6lbbtnbwkdfxmouvog4-story.html>.

326. On July 16, 2020, the SOS informed Rivian that it would need a dealer’s license to open a showroom. A copy of 7/16/2020 E-mail communications are attached hereto as Exhibit 29. In addition, the SOS acknowledged internally that online sales also constituted selling activity. A copy of 7/13/2020 E-mail communications are attached hereto as Exhibit 30.

327. Despite its expressly stated intention, and action already taken, to sell new motor vehicles directly to consumers in Illinois, Rivian has not applied for, nor received, any license to sell new motor vehicles in Illinois. Nor can Rivian qualify for a license to sell new motor vehicles directly to customers in Illinois because, upon information and belief, Rivian cannot comply with the Mandatory Contract Requirement under the Vehicle Code; any such contract will necessarily create a franchise that violates the provisions of the IMVFA; and Rivian’s operation of a place of business selling new vehicles to consumers would run afoul of Section 4(f) of the IMVFA (815 ILCS 710/4(f)).

SOS Simultaneously Apprises Itself of Rivian’s Actions and Avoids Enforcing Illinois Law

328. Starting no later than 2019, the SOS has been keeping an eye on Rivian’s sales efforts in Illinois. Indeed, in September 2019, Carrie Leitner, Nathan Maddox and Ernie Dannenberger commented on Rivian’s deal to sell Amazon 100,000 vehicles and Governor

Rauner's confusing comments regarding Rivian. A copy of C. Leitner's 9/19/2019 E-mail is attached hereto as Exhibit 31.

329. By the fall of 2019, the SOS, by Mr. Maddox, undertook efforts to reach out to Rivian to discuss "your planned business model regarding the sales of vehicles and relationship with dealers." A copy of the SOS's (N. Maddox's) 10/11/2019 E-mail is attached hereto as Exhibit 32.

330. On October 14, 2019, James Chen with Rivian admitted to the SOS: "We certainly plan on being able to sell directly in Illinois and appreciate the connection." In turn, Mr. Maddox wrote to Harry Devlin, the Director of Legislative Affairs with the SOS, "We need to talk about this too," with the above statement of Mr. Chen highlighted. A copy of J. Chen/N. Maddox E-mail Chain is attached hereto as Exhibit 33.

331. The SOS (by Mr. Maddox) then forwarded to Mr. Chen materials related to the Tesla dispute and the SOS's analysis that direct sales by manufacturers in Illinois is prohibited.

332. On December 6, 2019, Rivian provided its legal analysis of the direct sales issue to the SOS with copies to then-Senator Bill Brady and the Springfield Senate Republican Office. A copy of Rivian's 12/6/2019 Letter to the SOS is attached hereto as Exhibit 34. Then-Senator Brady responded, requesting that Jo Johnson, then Chief Legal Counsel & Ethics Officer for the Illinois Senate Republican Caucus, be included on the communications. A copy of B. Brady's 12/9/2019 E-mail is attached hereto as Exhibit 35.

333. Shortly thereafter, on January 3, 2020, Mr. Maddox requested, on behalf of the SOS, that the Attorney General's office provide an "informal opinion concerning the application of the Motor Vehicle Franchise Act," asking specifically whether under the IMVFA (standing alone), "a newly established motor vehicle manufacturer [may] sell motor vehicles directly to the

public, or must that manufacturer establish and utilize franchise dealerships for the sale of its motor vehicles in Illinois?” The SOS’s letter did not ask the Attorney General to consider the implications of the Vehicle Code, or even mention the licensing requirements under the Vehicle Code. Exhibit 3.

334. On January 13, 2020, the SOS (by Mr. Maddox) e-mailed Ms. Johnson to confirm that the SOS had inquired to the Attorney General on the direct sales issue, and provided a similar “heads up” to Rivian. A copy of the SOS’s (N. Maddox’s) 1/13/2020 and 1/14/2020 E-mails are attached as Exhibit 36.

335. While apparently awaiting the response from the Attorney General’s office, Nathan Maddox, Carrie Leitner, and Ernie Dannenberger continued communications about Rivian noting that manufacturing vehicles, which Rivian does out of its Bloomington-Normal, Illinois plant, is not the same thing as selling vehicles. Ernie Dannenberger acknowledged, however, that “the issue becomes if/when they begin online sales out of B-ton.” Exhibit 30. Thus, the SOS has always known that Rivian has a licensing problem to the extent that Rivian engages in online sales for the vehicles being manufactured in Illinois.

336. On July 15, 2020, the Attorney General responded to the SOS’s request for an “informal opinion” stating that the IMVFA does *not* expressly require newly established motor vehicle manufacturers to establish and utilize franchise dealerships for the sale of new motor vehicles in Illinois. Exhibit 4. This “informal opinion” is **directly contrary** to the legal positions previously taken by the SOS.

337. Moreover, the Attorney General’s “informal opinion” ignores the relevant provisions of the Vehicle Code. While the “informal opinion” does not suggest that a motor vehicle dealer does not need to be licensed under the Vehicle Code, the Attorney General also

fails to explain how a manufacturer could possibly meet licensing requirements under the Code (specifically the Mandatory Contract Requirement) by unilaterally contracting with itself, and/or how, if a manufacturer could meet those requirements, it would not explicitly create a franchise and run afoul of the provisions of the IMVFA. The Attorney General also did not address the breadth of “arrangements” that constitute franchises under the IMVFA, such that operation by a manufacturer of a place of business selling new vehicles to consumers would necessarily violate Section 4(f) of the IMVFA even in the absence of the formal “contract” required by the Vehicle Code. 815 ILCS 710/4(f); Exhibit 4.

338. After receiving the Attorney General’s “informal opinion,” the SOS (by Mr. Maddox) wrote an “our hands are tied” email to IADA and separately, a “let’s get going with business” e-mail to Rivian. Copies of the SOS’s (N. Maddox’s) July 16, 2020 E-mails to IADA and Rivian are attached hereto as Exhibits 37 and 29. The SOS also sent an email to Ms. Johnson providing that the Attorney General’s analysis – which (again) ignores entirely the relevant provisions of the Vehicle Code – “will permit Rivian to sell directly to the public as it had intended to.” A copy of the SOS’s (N. Maddox’s) 7/17/2020 E-mail to J. Johnson is attached hereto as Exhibit 38.

339. On August 14, 2020, IADA and CATA responded to the Attorney General’s “informal opinion” by providing an analysis that included consideration of the relevant provisions of the Vehicle Code and requested that the SOS provide that analysis to the Attorney General so that the Attorney General could reconsider its “informal opinion” in light of the Code. Exhibit 5.

340. IADA and CATA sent further correspondence on August 31, 2020, raising specific concerns about the efforts of Rivian and Lucid to obtain licenses for direct sales of motor

vehicles. A copy of IADA and CATA's 8/31/2020 correspondence with the SOS is attached hereto as Exhibit 39.

341. After inquiry from Senator Brady, the SOS (by Mr. Maddox) informed Ms. Johnson that Rivian had not actually applied for any license and that "[n]o lawsuit has been filed as of this time." A copy of the SOS's (N. Maddox's) 9/9/2020 E-mail is attached hereto as Exhibit 40.

342. On September 9, 2020, the SOS (by Mr. Maddox) also wrote a letter to IADA and CATA stating that the request for clarification as to the Attorney General's "informal opinion" had been forwarded to the Attorney General's office and further stating that the SOS would not act on any license application for direct sales of new motor vehicles in Illinois for at least sixty (60) days. A copy of the SOS's (N. Maddox's) 9/9/2020 Letter is attached hereto as Exhibit 41.

343. On October 14, 2020, IADA and CATA sent correspondence to Rivian welcoming Rivian to Illinois, but specifically stating their expectation that Rivian would comply with Illinois law and the franchise system established by the IMVFA and the Vehicle Code, noting that the associations would take action to prevent violations of the IMVFA and the Vehicle Code by Rivian. A copy of IADA and CATA's 10/14/2020 Letter is attached hereto as Exhibit 42.

344. As of March 2021, there has been no suggestion that Rivian has even applied for a new dealer license and/or attempted to give the appearance of compliance with the Vehicle Code. Instead, Rivian – with the full knowledge of the SOS – continues online sales to consumers in Illinois and has broken ground on construction of its retail sales showroom located in Chicago's Fulton Market District.

345. Additionally, as set forth above in paragraphs 283 through 287, the Attorney General's office informed State Representatives Hoffman and Durkin that the Attorney General

stands by its informal opinion, while the SOS simultaneously states that it stands by its contrary interpretation of Illinois law, but must follow the Attorney's General's conclusions that manufacturers are permitted to directly sell new motor vehicles in Illinois. Exhibits 6-7, 9. The Attorney General is apparently so confident in its analysis of Illinois law as presented in the "informal opinion" that it directs Representatives Hoffman and Durkin that legislative action is required to prevent manufacturers from selling new motor vehicles directly to consumers – even though: (1) prior to Tesla, direct sales by manufacturers were non-existent in Illinois except under limited and inapplicable circumstances; (2) with Tesla, the SOS understood and stated to Tesla, IADA, CATA and internally that direct sales by manufacturers were prohibited in Illinois; (3) on May 13, 2019, the SOS entered into an "Administrative Consent Order" stating its position that the IMVFA and the Vehicle Code require "all newly manufactured vehicles sold in Illinois to be sold through franchise dealerships" and the SOS confirmed on March 1, 2021 that it stands by its prior stated position; and (4) the Attorney General has provided no response or analysis to address how a manufacturer could comply with the provisions of the Code – specifically the Mandatory Contract Requirement – and not create a franchise and become a franchisee under Illinois law in the process (and has not addressed the fact that an "arrangement" by a manufacturer pertaining to operation of a place of business selling new vehicles to customers, even in the absence of a formal written "contract," constitutes a franchise under the broad definition in the IMVFA), thus violating the IMVFA's provisions precluding a manufacturer from being a franchisee. Exhibits 6, 9.

346. For its part, rather than performing its duties and enforcing the laws of the State with consideration of the entirety of the statutory structure in Illinois, *i.e.*, the IMVFA and the Vehicle Code, the SOS is turning a blind eye to Rivian's unlicensed sales operations no doubt

with the intention of (1) relying on the Attorney General's "informal opinion," despite its direct conflict with the SOS's own understanding and analysis of Illinois law, and (2) otherwise applying its *Tesla-modus operandi* to claim down the road that the SOS will be equitably estopped from doing its job and enforcing the laws of this State, because the SOS failed to take enforcement action earlier when it should have (*i.e.*, now).

The SOS's Failure to Enforce the Vehicle Code Continues With Lucid

347. Lucid, which intends and employs a nearly identical direct sales model to that of Rivian, is also relying on the SOS's head-in-the-sand tactics to engage in direct sales of new motor vehicles.

348. Lucid is engaged in online sales to consumers in Illinois. Lucid markets the "Lucid Air" motor vehicle online at [lucidmotors.com](https://www.lucidmotors.com). At that site, a consumer, including Illinois consumers, may reserve a "Lucid Air" for \$300 to \$7,500. *See* https://www.lucidmotors.com/air/reserve/?trim=dream_edition.

349. In addition, Lucid markets a "studio," which is a gallery/showroom in Oak Brook, Illinois, which Lucid states will open in the second quarter of 2021 to further its sales efforts to Illinois consumers.

350. To date, Lucid does not have and has not applied for a dealer's license with the Secretary of State, and there is no dealer licensed in Illinois to sell Lucid vehicles on behalf of Lucid.

351. Like Rivian, Lucid is engaged in the business of selling and dealing in new motor vehicles in Illinois; and as with Rivian, the SOS takes no steps to enforce licensing requirements against Lucid.

Constitutional Issues

352. A determination that Rivian or Lucid can sell new vehicles directly to Illinois consumers (bypassing franchised dealers) would necessarily be based upon an erroneous interpretation of the Vehicle Code and the IMVFA that would wrongly authorize and permit alternative distribution systems for the sale of new vehicles to consumers in Illinois: one, for the established franchise system pursuant to which all automobile manufacturers and franchised dealerships have historically sold and must continue to sell new vehicles to consumers (the “Established Franchise System”); and a second, for “new” manufacturers (having no pre-established franchised dealers) that can sell new vehicles directly to consumers, bypassing franchised dealers and the consumer safeguards they provide (the “Bypass System”).

353. In reliance on the Established Franchise System, franchised dealers in Illinois annually spend millions of dollars on real estate acquisitions and improvements, facility construction and renovation, and equipment, on marketing, on training and employing thousands of salespeople, service technicians, and other staff. The IMVFA acknowledges the substantial investment of franchised dealers, by creating mechanisms to protect dealers from deprivation and mistreatment by manufacturers and unlicensed dealers.

354. As the Legislature has expressly stated, the Established Franchise System “promotes the distribution of motor vehicles to the public and provides a system for servicing vehicles and for complying with manufacturer warranties so that consumers can keep their motor vehicles properly functioning and safe. The sale and distribution of motor vehicles constitutes a continuing obligation of manufacturers, distributors, wholesalers, factory branches, distributor branches and representatives, and dealers to consumers, and the public has an interest in promoting the availability of post-sale mechanical and operational services.” 815 ILCS 710/1.1.

Indeed, the Established Franchise System truly represents a partnership among franchised dealers, manufacturers, and the State of Illinois for the marketing, selling and servicing of vehicles in Illinois, including for the protection of consumers.

355. The Established Franchise System has a longstanding history of providing needed protections to consumers in their dealings with manufacturers (*e.g.*, in performing warranty work and recall repairs, and reporting consumer complaints to manufacturers). In addition, the Established Franchise System fosters price competition among the franchised dealers of the same brand of cars, *i.e.*, intra-brand competition, which results in lower prices for consumers on new motor vehicles. See <https://blog.nada.org/2021/03/24/peer-reviewed-study-dealership-competition-lowers-consumer-prices/> (discussing research article “Spatial competition in automobile retailing” published in Applied Economics at <https://www.tandfonline.com/doi/full/10.1080/00036846.2020.1863322>). There is no intra-brand competition – and thus, no pricing benefit to consumers – when one manufacturer directly sells its new motor vehicles to consumers as opposed to multiple franchised dealers competing for consumer business.

356. Given the public policies underlying the Vehicle Code and the IMVFA as they relate to the operation and development of the Established Franchise System for many years, there is no rational basis for permitting and promoting the Bypass System to the detriment of the Established Franchise System. In fact, an erroneous interpretation of Vehicle Code and the IMVFA, whether made by the SOS or the Attorney General (and relied upon by the SOS), authorizing and permitting the Bypass System would result in arbitrary, capricious, and unjustifiable economic discrimination in favor of the participants in the Bypass System (such as Rivian, Tesla, and Lucid) and against the Illinois franchised dealerships, their manufacturers, and

other participants in Established Franchise System, thereby violating the rights of the franchised dealers (as well as their manufacturers, motor vehicle consumers, and other participants in the Established Franchise System), to equal protection under the law, guaranteed by the Fourteenth Amendment to the United States Constitution and Article I, Section 2, of the Illinois Constitution.

357. Furthermore, since a stated purpose of the Bypass System over time is to undermine the viability of the Established Franchise System (*i.e.*, the partnership among the manufacturers, franchised dealers and the State of Illinois), an erroneous interpretation by the SOS of the Vehicle Code and IMVFA authorizing and permitting the Bypass System will deprive franchised dealers in Illinois of their vested property rights in the Established Franchise System. This deprivation would constitute a confiscatory regulatory action, in violation of the due process guarantees of the Fourteenth Amendment to the United States Constitution and Article I, Section 2, of the Illinois Constitution.

COUNT I
WRIT OF MANDAMUS
(against Secretary of State)

358. Plaintiffs restate and incorporate by reference each and every allegation set forth above.

359. “Where . . . public officials have failed or refused to comply with requirements imposed by statute, the courts may compel them to do so by means of a writ of mandamus, provided that the requirements for the writ have been satisfied.” *Noyola v. Bd. of Educ.*, 179 Ill. 2d 121, 132 (1997).

360. Mandamus is granted “if a plaintiff can establish a clear, affirmative right to relief, a clear duty of the public officer to act, and clear authority in the public officer to comply with the writ.” *Noyola*, 179 Ill. 2d at 132.

361. Though extraordinary, Illinois courts “may consider a petition for the writ when it presents an issue that is novel and of crucial importance to the administration of justice, even if all the normal requirements for the writ’s award are not met initially.” *Orenic v. Ill. State Labor Relations Bd.*, 127 Ill. 2d 453, 468 (1989) (citing *Knuepfer v. Fawell*, 96 Ill. 2d 284, 291 (1983)).

362. The mandamus requirements are met here.

363. First, Plaintiffs have an affirmative right to relief. Section 5-502 of the Code provides:

If any person operates in violation of any provision of this Chapter, or any rule, regulation, order or decision of the Secretary of State, or of any term, condition or limitation of any license, the Secretary of State, or any person injured thereby, or any interested person, may apply to the Circuit Court of the county in which such violation or some part thereof occurred, or in which the person complained of has his established or additional place of business or resides, to prevent such violation. The Court has jurisdiction to enforce obedience by injunction or other process restraining such person from further violation and enjoining upon him obedience.

625 ILCS 5/5-502.

364. Section 5-502 not only provides *the SOS* with clear authority to take action to enforce the Code, it further provides that “any interested person” has the interest and right to prevent a person from operating in violation of the Code, specifically here, to prevent Rivian and Lucid from engaging in the business of selling or dealing in new vehicles without a license or properly issued licensed. *See* 625 ILCS 5/5-502; 625 ILCS 5/5-101(a).

365. Plaintiffs, IADA, CATA, PMNCDA, IMDA, and individual motor vehicle dealers conducting business in Cook County and across the State of Illinois, are “interested persons.”

366. IADA is a trade association representing more than 700 licensed new vehicle dealers in Illinois, which support in excess of 40,000 jobs in Illinois.

367. CATA is a trade association representing more than 400 franchised motor vehicle dealers in the Chicagoland area.

368. PMNCDA is a trade association representing franchised new car dealers in Illinois.

369. IMDA is a trade association representing franchised motorcycle dealers in Illinois.

370. Each Individual Dealer-Plaintiff owns and operates at least one franchise dealership in Illinois, and the dealers have invested significant amounts of money in their respective dealerships, often in the multi-millions of dollars. Each Individual Dealer-Plaintiff is required to comply with the licensing requirements of the Vehicle Code, as well as the provisions of the IMVFA. IADA's, CATA's, PMNCDA's and IMDA's members' and the Individual Dealer-Plaintiffs' respective interests in the ongoing operations of franchised motor vehicle dealerships may be directly and substantially affected by Rivian's and Lucid's unlicensed (or improperly licensed) operations, as well as Rivian's and Lucid's direct sale models, which violate Illinois law. Plaintiffs have a substantial interest in ensuring the sale, distribution, and servicing of motor vehicles by dealerships that are appropriately licensed and regulated so as to prevent fraud, impositions, discrimination, and other abuses upon the public; to foster healthy competition; and to provide adequate service to motor vehicle consumers.

371. Second, the SOS has a clear duty to act to enforce the requirements of the Vehicle Code. The SOS is vested with the powers and duties and jurisdiction of administering, among other things, Chapter 5 of the Vehicle Code, which governs licensing of new motor vehicle dealers. 625 ILCS 5/2-101. With those powers and duties, the SOS "is charged with the duty of observing, administering and **enforcing** the provisions" of the Code. 625 ILCS 5/2-104(a) (emphasis added).

372. The Vehicle Code provides:

No person shall engage in this State in the business of selling or dealing in, on consignment or otherwise, new vehicles of any make, or act as an intermediary or agent or broker for any licensed dealer or vehicle purchaser other than as a salesperson, or represent or advertise that he is so engaged or intends to so engage in such business **unless licensed to do so in writing by the Secretary of State under the provisions of this Section.**

625 ILCS 5/5-101(a).

373. Rivian and Lucid are engaged in the business of selling or dealing in new motor vehicles in Illinois by marketing and promoting Rivian-manufactured and Lucid-manufactured motor vehicles for sale on their respective websites, rivian.com and lucidmotors.com, to consumers located Illinois. Upon information and belief, those vehicles will be delivered in Illinois to those consumers.

374. Through the Rivian and Lucid websites, consumers, including consumers in Illinois, can pre-order Rivian and Lucid-manufactured vehicles with payment of a deposit. Rivian promotes delivery of its vehicles later in 2021 or early 2022.

375. Rivian has admitted publicly that it has offered vehicles for sale and taken pre-orders from consumers in Illinois, including a high concentration of pre-order customers in Chicago, Illinois.

376. In addition, Rivian, either directly or indirectly, has obtained permits and started construction on a retail sales showroom located in Chicago's Fulton Market District where Rivian will deliver and further direct sell its vehicles to Illinois consumers.

377. Rivian has been informed by the SOS that it will need a dealer's license to sell new motor vehicles in Illinois through a showroom (or brick and mortar location) and the SOS has otherwise recognized internally that online sales create issues regarding selling new motor vehicles in Illinois. Rivian, however, had not submitted any application for a new dealer license

or taken other steps to comply with licensing requirements applicable to the sale of Rivian vehicles in Illinois. In addition, in response to a FOIA request regarding Tesla and Rivian, counsel for the herein named Plaintiffs, did not receive paperwork suggesting Rivian applied for any Illinois new dealer license.

378. For its part, Lucid markets that it will open a studio (showroom/gallery) in the second quarter of 2021, in addition to taking online pre-orders from Illinois consumers. Lucid has not submitted any application for a new dealer license or taken other steps to comply with licensing requirements applicable to the sale of Lucid vehicles in Illinois.

379. The SOS has been tracking Rivian's actions and has been directly and explicitly informed by Rivian that Rivian is employing a direct sales model to sell Rivian-manufactured vehicles to consumers in Illinois. The SOS is aware that Rivian is taking pre-orders for sales of its vehicles online from Illinois consumers, and the SOS is, upon information and belief, also aware that Lucid is taking pre-orders for its sales of vehicles online from Illinois consumers. The SOS is also aware that Rivian is constructing a retail sales showroom in Chicago, and the SOS is, upon information and belief, also aware that Lucid intends to open a studio in Oak Brook, Illinois in the second quarter of 2021.

380. The SOS is aware that a license is required to engage in the business of selling or dealing in new motor vehicles in Illinois. The SOS is aware that neither Rivian nor Lucid has applied for, or been issued, any new dealer license by the SOS, or otherwise taken steps to comply with licensing requirements applicable to the sale of Rivian and Lucid vehicles in Illinois.

381. The operations of Rivian and Lucid constitute the business of selling or dealing in new motor vehicles in Illinois without a license issued by the SOS. The sales conduct of Rivian

and Lucid is therefore action taken in violation of the Vehicle Code, 625 ILCS 5/5-101(a), however, the SOS has taken no action to enforce the Vehicle Code against Rivian or Lucid.

382. Third, there is clear authority on the part of the SOS to comply with the requested writ. The writ sought is to direct the SOS to enforce the Vehicle Code; specifically, to take action to prevent Rivian and Lucid from engaging in the business of selling or dealing in new motor vehicles in Illinois without a license, which the SOS has the authority and obligation to do pursuant to 625 ILCS 5/5-502.

WHEREFORE, Plaintiffs request that the Court:

- a. Issue a writ of mandamus directing the SOS to perform its statutorily required duty to enforce the provisions of the Vehicle Code and take all necessary action, including action pursuant to 625 ILCS 5/5-502, to prevent Rivian and Lucid from engaging in the business of directly selling or dealing in new motor vehicles in Illinois: (i) without a license or with a license that was improperly issued and should be revoked, and/or (ii) without taking action necessary to comply with licensing requirements applicable to the sale of Rivian and Lucid vehicles in Illinois, *e.g.*, entering into an arms-length contract with an unaffiliated motor vehicle dealer for the sale of new motor vehicles in Illinois.
- b. Award any and all other relief that this Court deems proper and just.

**COUNT II
INJUNCTION
(against Rivian and Lucid)**

383. Plaintiffs restate and incorporate by reference each and every allegation set forth above.

384. This Court has jurisdiction to enjoin or take other action to restrain Rivian and Lucid from further engaging in operations that violate the Code, 625 ILCS 5/5-502, and/or the IMVFA, 815 ILCS 710/4(f), whether raised by the SOS or any other interested person, here Plaintiffs.

385. By its own admission – in statements made to the SOS and in public statements – Rivian is implementing a direct sales model for its vehicles in Illinois, *i.e.*, Rivian as the manufacturer of the vehicles will directly sell those vehicles it manufactures to Illinois consumers. That direct sales model is demonstrated by: (a) Rivian taking pre-orders for vehicles along with payments of \$1,000 from Illinois consumers, and (b) Rivian stating that it will deliver those vehicles in Illinois to consumers, including at its “in-construction” sales showroom located in Chicago.

386. Likewise, Lucid is engaging in a direct sales model of its vehicles in Illinois by taking pre-orders for vehicles online from Illinois consumers and marketing its “studio” in Oakbrook, Illinois. Upon information and belief, Lucid intends to market and sell its vehicles at the Oakbrook studio and Lucid intends to deliver vehicles to consumers in Illinois.

387. The conduct of Rivian and Lucid violates the Code’s prohibition against engaging in the business of selling or dealing in new motor vehicles without a license.

388. This Court should order the SOS to take action to enforce the Code against Rivian and Lucid as the SOS is statutorily required to do, as Plaintiffs request in Count I of this Complaint. This Court can *also* take action *now* to enjoin or otherwise restrain Rivian and Lucid from operating in violation of the Vehicle Code pursuant to 625 ILCS 5/5-502 and/or in violation of the IMVFA pursuant to 815 ILCS 710/4(f).

WHEREFORE, Plaintiffs request that the Court:

- a. Issue an injunction or other order restraining Rivian and Lucid from engaging in the business of directly selling or dealing in new motor vehicles in Illinois: (i) without a license or with a license that was improperly issued and should be revoked, and/or (ii) without taking action necessary to comply with licensing requirements applicable to the sale of Rivian and Lucid vehicles in Illinois, *e.g.*, entering into an arms-length contract with an unaffiliated Illinois licensed motor vehicle dealer for the sale of new motor vehicles in Illinois.

b. Award any and all other relief that this Court deems proper and just.

**COUNT III
DECLARATORY JUDGMENT PURSUANT TO 735 ILCS 5/2-701**

389. Plaintiffs restate and incorporate by reference each and every allegation set forth above.

390. Under the Illinois Declaratory Judgment Act, courts are empowered to “make binding declarations of rights, having the force of final judgments, whether or not any consequential relief is or could be claimed, including the determination, at the instance of anyone interested in the controversy, of the construction of any statute . . . and a declaration of the rights of the parties interested.” 735 ILCS 5/2-701(a).

391. Plaintiffs seek a declaratory judgment that the Illinois Vehicle Code and the IMVFA, read together, preclude manufacturers from the direct sale of new motor vehicles in Illinois. Instead, a manufacturer must: (i) sell new motor vehicles through a dealer that is licensed pursuant to the Vehicle Code, which necessarily creates a franchise, and, as part of that process, (ii) enter into a contract compliant with the Mandatory Contract Requirement, *i.e.*, an arms-length contract with an unaffiliated third party, that does not result in non-compliance with the IMVFA, 815 ILCS 710/4(f).

392. Plaintiffs further seek a declaratory judgment that the IMVFA, standing alone, precludes manufacturers from the direct sale of new motor vehicles in Illinois because of the broad definition of “arrangements” constituting franchises, meaning that even in the absence of a formal “contract” that would satisfy the Mandatory Contract Requirement in the Vehicle Code, a manufacturer operating a place of business selling new vehicles to customers in Illinois would violate Section 4(f) of the IMVFA. 815 ILCS 710/4(f).

393. Commencing with its improper licensing of Tesla, and its failure to enforce the provisions of the Vehicle Code and the IMVFA, the SOS has allowed a slow erosion and undermining of the statutorily-established franchise system in Illinois for the sale of new motor vehicles.

394. Outwardly, the SOS appears to have defended the statutory structure establishing a franchise system for the sale of new motor vehicles in Illinois, *see* ¶ 286, *supra*, but the SOS has failed to take the necessary actions to *in fact* enforce the provisions of the Vehicle Code and the IMVFA. The SOS has even relied upon its own past enforcement failures to create estoppel arguments for the manufacturers who are seeking to engage in the direct sale of new motor vehicles in violation of the Vehicle Code and the IMVFA, *see* ¶ 299, *supra*.

395. Now, the SOS is hiding behind an “informal opinion” issued by the Attorney General regarding the IMVFA that ignores the relevant provisions of the Vehicle Code and the IMVFA, nowhere suggests that a motor vehicle dealer does not need to be licensed under the Code, nowhere analyzes how a manufacturer could contract with itself to meet licensing requirements under the Code, nowhere explains how purported compliance with the Mandatory Contract Requirement would not necessarily create a franchise that runs afoul of the provisions of the IMVFA, and nowhere addresses the fact that even mere “arrangements” may constitute franchises under the IMVFA. Exhibit 4.

396. Plaintiffs, IADA, CATA, PMNCDA, IMDA, and Individual Dealer-Plaintiffs, are interested parties directly impacted by the erosion and undermining of the franchise system in Illinois. *See* ¶¶ 365-70, *supra*. The members of IADA, CATA, PMNCDA, and IMDA, including the Individual Dealer-Plaintiffs, have spent millions of dollars investing in their businesses all the

while being required to comply with the provisions of the IMVFA and the Vehicle Code, including the Vehicle Code's licensing provisions.

397. The IMVFA provides that:

Any franchisee or motor vehicle dealer who suffers any loss of money or property, real or personal, as a result of the use or employment by a manufacturer . . . of an unfair method of competition or an unfair or deceptive act or practice declared unlawful by this Act, or any action in violation of this Act, may bring an action for damages and equitable relief, including injunctive relief, in the circuit court of the county in which the objecting franchisee has its principal place of business or, if the parties have so agreed, in arbitration. If the misconduct is willful or wanton, treble damages may be awarded. A motor vehicle dealer, if it has not suffered any loss of money or property, may obtain permanent equitable relief if it can be shown that the unfair act or practice may have the effect of causing such loss of money or property.

815 ILCS 710/13.

398. While it may be that franchised dealers have *already* been harmed as a result of Tesla's skirting of Illinois law, they certainly face risk of additional harm by Rivian's and Lucid's admitted intention to disregard Illinois law with direct sales of motor vehicles, and the current action of Rivian and Lucid in engaging in the sales of new motor vehicles without a license. Therefore, Plaintiffs seek this declaratory judgment to prevent certain future harm from the SOS's continued erosion of the franchise system, including from the SOS's failure to enforce the Code against Rivian, through its reliance on the Attorney General's incomplete and ultimately wrong analysis of Illinois law in its informal opinion.

WHEREFORE, Plaintiffs request that the Court:

- a. Issue a declaratory judgment that the Illinois Vehicle Code and/or the IMVFA preclude manufacturers from the direct sale of new motor vehicles to consumers in Illinois.
- b. Award any and all other relief that this Court deems proper and just.

Dated: March 25, 2021

Respectfully submitted,

**Illinois Automobile Dealers Association, Chicago
Automobile Trade Association, Peoria Metro New Car
Dealers Association, Illinois Motorcycle Dealers
Association and All Individual Dealer-Plaintiffs,**

By: /s/ Ira M. Levin
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